



Agency Appointment Profile

1. Agency Appointment Profile
2. Signed Producer Agreement
3. Signed W-9
4. Copy of P&C and Surplus Lines (where applicable) Licenses for all states you conduct business in
5. Copy of a current E&O Declaration Page or Certificate, including any named insured endorsement

Agency Name (Tax Filing Name for 1099): _____

DBA: _____

FEIN #: _____

Agency Principal Name: _____

Agency Principal Email Address: _____

Agency Physical Address:

Street City State Zip

Agency Mailing Address: _____ check here if same as above

Street City State Zip

Phone Number: _____

Agency Website Address: _____

Does your agency belong to any affiliate, parent company, membership, association, partnership, etc.? If yes, please select one from the following list: _____

Other: _____ Date Joined: _____

Premium Volume (approximate for current year): _____

E&S Premium Volume: _____

Breakdown of E&S Volume:

_____ % Commercial Lines _____ % Transportation

_____ % Personal Lines _____ % Professional

Which wholesale brokers and/or MGA 's does your agency work with?

Name _____ Annual Premium Volume _____

Why or what products? _____

Name _____ Annual Premium Volume _____

Why or what products? _____

Have you or any partner of your firm:

Had an agency contract terminated for fraud? Yes

No

Had a department of insurance suspend, revoke, or refuse to issue or renew a

license? Yes

No

If yes, please provide state(s) and outcome(s).

Filed bankruptcy? Yes

No

Please provide an accounting contact:

Accounting Contact Name: _____ Phone Number: _____

Accounting Contact Email Address: _____

Thank you for your interest in partnering with Mechanicus. Please ensure that all required documents are complete and sent to Retail-Appointment@Mechanicusins.com. Upon receipt of documentation, will review your request and contact you directly.



RETAIL PRODUCER AGREEMENT

This Retail Producer Agreement ("Agreement") is made and entered into as of this ____ day of _____, 20____ ("Effective Date") by and between Mechanicus Insurance Services LLC ("Mechanicus") and its Members who are licensed insurance producers and identified on Schedule 1 hereto (together, the "Mechanicus"), and _____ ("Retail Producer").

WHEREAS, Mechanicus represent insurance companies and other similar entities ("Insurers") in the placement and writing of insurance generally; and

WHEREAS, Retail Producer requires the services of Mechanicus to place insurance for its clients commonly referred to as insureds; and

WHEREAS, Mechanicus and Retail Producer desire to enter into an Agreement, which includes a commission arrangement, and independent control by Retail Producer of the insurance business placed through Mechanicus and an understanding of the rights and obligations of each;

NOW, THEREFORE, in consideration of these mutual agreements, the sufficiency of which is acknowledged, it is agreed as follows:

SECTION 1. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Mechanicus and Retail Producer and supersedes and replaces any previous agreements between the parties. This Agreement may not be changed or modified unless in writing, signed by both parties.

SECTION 2. RETAIL PRODUCER'S STATUS AND DUTIES

- a. It is understood that Retail Producer is an independent contractor and not an agent of Mechanicus. Retail Producer has no authority to bind Mechanicus or any insurance company or underwriter represented by Mechanicus.
- b. Retail Producer shall control all expirations and renewals of insurance subject to this Agreement; provided, however, in the event that Retail Producer fails to account for or to make payment of all amounts due to Mechanicus or an Insurer, such expirations and renewals, including any future commissions relating thereto, shall become the property of Mechanicus. Retail Producer shall remain liable for all remaining amounts owed plus any expenses, costs and fees incurred in disposing of such expirations and renewals.
- c. Retail Producer agrees to keep complete records and accounts of all transactions and will allow Mechanicus to inspect and audit all such records and accounts upon request.
- d. Retail Producer acknowledges its duty to fully inform all clients of the terms, conditions, exclusions and limitations of any insurance placed through Mechanicus. Retail Producer further acknowledges its responsibility to request proper coverages for its clients, review all quotes, policies and binders for accuracy and keep Retail Producer's clients fully informed.
- e. Retail Producer must comply with all state-specific diligent effort requirements in connection with surplus or excess lines insurance applications and policies and agrees to provide Mechanicus with evidence demonstrating that Retail Producer adequately attempted to place coverage with admitted insurers prior to submitting a surplus or excess lines coverage request to Mechanicus.

SECTION 3. PLACEMENT OF ORDERS; ELECTRONIC COMMUNICATIONS

Retail Producer shall follow all applicable state statutes prior to placing any order for insurance or surplus or excess lines insurance with Mechanicus. Both parties agree that electronic communications, including without limitation, any applications, authorizations, representations, submissions, quotes, binders, or policies transmitted via e-mail, internet, or any other digital or electronic means (collectively, "Electronic Communications"), are as valid and binding, with the same full legal force and effect, as any original manual or physical form of communication and may therefore be relied and acted upon in the normal course of business. Retail Producer agrees that the completion and submission of any Electronic Communications by Retail Producer constitutes a valid application and submission to Mechanicus, with the same legal force and effect as completing and submitting a hard copy application. Receipt of payment in any form with or without application for a policy will not constitute automatic binding coverage for said policy.

Where Mechanicus is responsible for filing surplus or excess lines taxes, all required forms, documents and paperwork must be provided by Retail Producer to Mechanicus in a timely manner to allow for the prompt filing of the surplus lines taxes. Mechanicus shall be the sole judge of whether to accept, reject, or submit to Insurer for acceptance any applications of insurance for risks submitted by Retail Producer and shall incur no liability for failure to place any such risk. Retail Producer understands that Mechanicus assumes no responsibility toward any policy, with regard to the adequacy, amount or form of coverage and agrees to defend, indemnify, and hold Mechanicus harmless from any claim asserted against Mechanicus in following the instructions of the Retail Producer. Mechanicus is not an insurer and does not guarantee the financial condition of the Insurers with whom it may place risks. Mechanicus shall have no liability for nonpayment of claims due to the insolvency of an Insurer or otherwise, under or in connection with contracts of insurance placed by Mechanicus.

SECTION 4. LICENSING AND COMPLIANCE

Retail Producer warrants that it is properly licensed to sell and/or solicit insurance in its state of domicile, and all other states in which Retail Producer transacts insurance. Retail Producer will maintain such license(s) in good standing for the duration of this Agreement and will furnish proof of such proper licensing upon request by Mechanicus. Retail Producer will promptly notify Mechanicus of any suspension, revocation, or other disciplinary action taken, or any other impairment, of or with respect to such license(s).

Retail Producer warrants that it is in compliance, and will continue to comply, with all laws and regulations regarding placement of insurance with admitted and/or non-admitted insurance companies, including, but not limited to, applicable laws, rules and regulations applicable to insurance professionals' compensation disclosure requirements and data security and privacy.

SECTION 5. PREMIUM PAYMENT

Retail Producer guarantees full payment due to Mechanicus of all premiums, including but not limited to, deposit, minimum earned, extension, and adjustable premiums, such as those determined under audits or retrospective penalties, broker and other fees, plus applicable state and local taxes, less applicable commission, on every insurance contract bound, written, or placed for Retail Producer. **Retail Producer shall be liable to Mechanicus for the payment of all premiums, fees, and taxes, whether or not Retail Producer is able to collect such monies.** The net balance will be due and payable as indicated on Mechanicus or carrier invoices. If Retail Producer does not pay Mechanicus within the time specified, Mechanicus is authorized to cancel any certificates or policies for which Mechanicus has not been paid, and Retail Producer agrees to pay the earned premium on such cancelled documents.

SECTION 6. CANCELLATION; UNEARNED COMMISSIONS AND FINANCED PREMIUMS

There shall be no flat cancellation of any insurance coverage bound and/or written at the request of Retail Producer under any circumstances, except as prescribed by state law. All coverage caused to be effected by Mechanicus at the request of Retail Producer is submitted with the understanding that it is not subject to flat cancellation and will be cancelled in accordance with the terms of the policy issued and the insurance carrier's procedures. In consideration of the commission allowed to Retail Producer on all premiums and additional premiums, the Retail Producer agrees to refund commission on all returned premiums at the same rate at which such commission was originally paid.

When Mechanicus has received legal notice that premium has been financed, it will remit payment for any return premium actually received, plus any unearned commission, directly to the premium finance company, subject to applicable law. Retail Producer agrees to defend, indemnify, and hold Mechanicus harmless from any responsibility for payment made to a premium finance company and agrees that any such financing arrangements do not limit or reduce the Retail Producer's responsibility for timely payment of premium. As permitted by law, policy provisions govern in the event the terms of a premium finance agreement is in conflict with this Section.

Retail Producer agrees that it will not offset any balances it owes to Mechanicus due to any payments made to a premium finance company.

SECTION 7. ACCOUNTING

Retail Producer will pay in accordance with terms indicated by Mechanicus or the Insurer's invoices provided to Retail Producer. The payment must be made in accordance to the payment instructions on your invoice or statement in time to be recorded by our accounting department no later than the date indicated on each invoice. When a discrepancy exists in accounting between Retail Producer and Mechanicus, it shall be Retail Producer's responsibility to notify Mechanicus, in writing, within ten (10) days from Retail Producer's receipt of the invoice, or within fifteen (15) days from the month-end of the policy(ies) effective date, whichever shall occur earlier, of amounts in variance with Mechanicus's records. If no written notice is received by Mechanicus within this period of time, Mechanicus's accounts will stand as correct and agreed to by Retail Producer. The omission of any item(s) from any invoice shall not: (1) affect the Retail Producer's responsibility to account for and pay all amounts due; (2) prejudice the rights of Mechanicus to collect all amounts due from Retail Producer; or (3) extend the time within which Retail Producer must make payment. Retail Producer's obligation to make payment to Mechanicus is not contingent upon the issuance of a policy.

SECTION 8. CLAIMS AND REPORTS OF LOSSES

Retail Producer agrees to report, immediately upon receipt, any claim, loss or possible claim or loss it has knowledge of, in writing, to Mechanicus, and to immediately report, in writing, any fact, occurrence, or incident that may result in a loss or claim, under any policy of insurance placed through Mechanicus. Retail Producer does not have authority to adjust, handle, investigate or provide coverage opinions regarding any claim, loss or occurrence.

SECTION 9. ADVERTISING

Retail Producer may not, without the prior, express, written consent of Mechanicus, use in any way any trademark or service mark of Mechanicus or issue, print or circulate any letter, pamphlet, advertisement, publication or statement, oral or written, referring in any way to Mechanicus or representing any relationship of any kind between Retail Producer, Mechanicus, or any market represented Mechanicus. Retail Producer specifically agrees to defend, indemnify, and hold Mechanicus harmless for any loss, legal fees, or other expense it may sustain from any unauthorized advertisement, publication, or statement by Retail Producer.

SECTION 10. INDEMNITY AND HOLD HARMLESS; CONSEQUENTIAL DAMAGES WAIVER

Mechanicus shall indemnify and hold the Retail Producer harmless from and against any and all claims, suits, actions, judgements, losses or expenses (including but not limited to reasonable attorney's fees and expenses) that the Retail Producer may incur or become obligated to pay as a result of any act or omission constituting the gross negligence of Mechanicus in its processing or handling of insurance business placed by the Retail Producer through Mechanicus under this Agreement, except to the extent that the Retail Producer has caused or contributed to such claims, suits, actions, judgments, penalties, fines, losses, or expenses.

Retail Producer shall defend, indemnify and hold Mechanicus, its Members, officers, agents, and representatives, harmless from and against any and all claims, suits, actions, judgments, penalties, fines, losses, or expenses (including but not limited to reasonable attorney's fees and expenses) that Mechanicus may incur or become obligated to pay as a result of any act, error, omission, negligence or breach of this Agreement by Retail Producer.

Each party shall promptly provide written notice to each other party of any claimed obligation of the other party arising under this indemnification provision, but in no event may such notice be provided by the party seeking indemnification (the "Indemnitee") after thirty (30) days following the Indemnitee's receipt of notice of the possible claim, suit, action, judgment, penalty, fine, loss, or expense giving rise to the obligation to indemnify.

MECHANICUS SHALL NOT BE LIABLE TO RETAIL PRODUCER FOR LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

SECTION 11: ERRORS AND OMISSIONS INSURANCE

Retail Producer has and agrees to maintain, throughout the duration of this Agreement, errors and omissions coverage for itself and its agents, solicitors, servants and employees in an amount not less than \$1,000,000 per claim. A copy of the policy or confirmation of coverage must be submitted annually to Mechanicus or at any such times as Mechanicus may

reasonable request. Retail Producer will provide Mechanicus with prompt written notice of any change, cancellation or other termination of the policy.

SECTION 12. TERMINATION AND SURVIVAL; NOTICE

This Agreement may be terminated immediately at any time by either party giving written notice to the other party mailed to the last known address of the party. This Agreement will also terminate: (1) automatically, if any public authority cancels or declines to renew the Retail Producer's license or certificate of authority, (2) automatically, on the effective date of the sale, transfer, or merger of Retail Producer's business; provided, however, that Mechanicus may, upon review, appoint the successor as a Retail Producer, (3) immediately, upon either party giving written notice to the other of termination because of fraud, insolvency, failure to pay balances, or willful or gross misconduct; or (4) immediately in the event Retail Producer fails to maintain or provide proof of coverage as set forth in Section 11, Errors and Omissions Insurance, or fails to comply with Section 4, Licensing and Compliance.

Termination of this agreement will not affect the provisions of sections 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and 15 with regard to any policy of insurance placed through Mechanicus during the term of this agreement or any prior or subsequent agreement between the parties.

After termination of this Agreement, Retail Producer shall complete the collection and accounting to Mechanicus for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter with respect to outstanding policies, including but not limited to, return premium and return commissions.

Any notice or other communication required or permitted pursuant to this Agreement shall be in writing and effective immediately if delivered by electronically, five (5) business days after mailing by registered or certified mail, or one (1) day after mailing by a nationally recognized overnight delivery service:

If to Mechanicus: Mechanicus Insurance Services LLC
180 Beverly Road
White Plains, NY 10605

Attention: David I. Schonbrun,
Chief Legal Officer
E: dschonbrun@mechanicusins.com

If to Retail Producer, at the address and email address provided at the end of this Agreement.

SECTION 13. GOVERNING LAW AND VENUE

This Agreement shall be subject to and governed by the laws of the State of New York, without regard to any choice or conflict of law provision or rule. Venue for any suit or action arising in whole or in part under this Agreement shall be proper only in: (a) the State of New York, County of New York or Westchester (if in state court) or the United States District Court for the Southern District of New York (if in federal court); or (b) the State of California, County of Riverside (if in state court), or the United States District Court for the Central District of California, sitting in Riverside, California (if in federal court). EACH PARTY TO THIS AGREEMENT EXPRESSLY WAIVES THE RIGHT TO A JURY TRIAL AND ANY DEFENSE OF LACK OF PERSONAL JURISDICTION IN SUCH COURT, AND EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT SUCH COURTS ARE THE MOST CONVENIENT FORUMS IN WHICH TO BRING A CLAIM OR OTHER ACTION ARISING IN WHOLE OR IN PART UNDER THIS AGREEMENT.

SECTION 14. CONFIDENTIALITY

Each party acknowledges that, due to the nature of their business, each has had access to certain confidential information that each is required to protect, maintain and secure statutory, legal and regulatory requirements collectively referred to as "Privacy Laws". Therefore the parties agree and acknowledge that they have no legal right to access, receive, accept, transmit, store or otherwise impact confidential information which has come into their possession except as may be permitted under said Privacy Laws and except where necessary to provide services within the scope of this agreement. Accordingly, the parties agree not to permit or provide access to said confidential information by agents, employees, affiliates, representatives and subcontractors not engaged in the placement of insurance under this agreement or otherwise to perform hereunder, including, but not limited to, the review, adjustment, and consideration of claims asserted under such policies. The confidential information agreed to be protected herein shall not include information (i) required to be disclosed by law; (ii) generally available to the public other than as a result of a breach of a non-

disclosure obligation; or (iii) available to and obtained on a non-confidential basis from a source other than either party to this agreement. Notwithstanding anything to the contrary, Mechanicus may provide information concerning Retail Producer, Retail Producer's insureds, and those insureds' policies to Mechanicus's affiliated entities for marketing purposes. Absent Retail Producer's prior, written permission, such marketing will involve only services and products ancillary to the policies placed by Retail Producer through Mechanicus, including, but not limited to, premium financing and auditing and inspection services.

SECTION 15. SEVERABILITY; WAIVER OR DEFAULT

The invalidity or unenforceability of any provision of Agreement shall not affect the other provisions hereof, and Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each of the provisions of this Agreement shall be enforceable independently of any other provision unless otherwise expressed herein.

Failure of Mechanicus to enforce any provision of this Agreement or to terminate shall not be deemed to be a waiver of such provisions or any breach by the Retail Producer.

SECTION 16. PRIVACY POLICY

Except as otherwise set forth in this Agreement, neither Retail Producer nor Mechanicus shall disclose or use Nonpublic Personal Information (as that term and similar terms are defined in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et. seq. and the applicable state insurance laws and regulations enacted or adopted pursuant to the Gramm-Leach-Bliley Act or personally identifiable information (as that term is used and understood in data security and privacy act laws and regulations) (individually and collectively, the "Act")) that is received from or collected on behalf of either party except as necessary to permit the parties to perform their duties under this Agreement, or as otherwise permitted or authorized by the Act. Both Parties shall implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of such Nonpublic Personal Information, and each Party shall comply with all applicable state or federal data security, privacy and confidentiality laws.

SECTION 17. ATTORNEY'S FEES AND COSTS

Retail Producer agrees to pay all costs and expenses incurred by Mechanicus in any action or proceeding brought by Mechanicus to recover sums due from Retail Producer, or otherwise enforce its rights, under the terms of this Agreement, including, but not limited to, reasonable attorney's fees.

ACCEPTED AND AGREED TO BY:

MECHANICUS INSURANCE SERVICE LLC

BY: _____
(Signature)

Printed Name: David Schonbrun

Title: Chief Legal Officer

Date: _____

Retail Producer

BY: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Address: _____

Email Address: _____

Schedule “1”

- David I. Schonbrun
- Carlos Oliveras
- Derek Oberman