

# PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT ("AGREEMENT") IS BY AND BETWEEN MADISON BROKERAGE CORP., \_\_\_\_\_ (HEREINAFTER REFERRED TO AS THE "PRODUCER"), AND ITS AFFILIATED INSURANCE AGENCY, \_\_\_\_\_, IF APPLICABLE ("PRODUCER AGENCY") (COLLECTIVELY THE "PRODUCER").

**WHEREAS**, MADISON BROKERAGE CORP. IS A GENERAL AGENT, MANAGING GENERAL AGENT, AND/OR BROKER FOR CERTAIN INSURANCE CARRIERS UNDER VARIOUS GENERAL AGENCY CONTRACTS AND HAS THE AUTHORITY TO RECOMMEND THE APPOINTMENT OF THE PRODUCER TO SELL THE INSURANCE PRODUCTS OF MADISON BROKERAGE CORP. CARRIERS; AND

**WHEREAS**, PRODUCER DESIRES TO BE APPOINTED THROUGH MADISON BROKERAGE CORP. TO ACCESS SUCH INSURANCE PRODUCTS FROM MADISON BROKERAGE CORP. CARRIERS;

**NOW THEREFORE**, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROVISIONS HEREINAFTER SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATION AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1) THE PRODUCER SHALL COMPLY WITH ALL (I) FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND RULES APPLICABLE TO THE PRODUCER'S SOLICITATION OF INSURANCE PRODUCTS, AND (II) ALL RULES, POLICIES, PROCEDURES AND STANDARDS WHICH ARE PROVIDED TO THE PRODUCER BY MADISON BROKERAGE CORP. AND/OR BY ANY MADISON BROKERAGE CORP. CARRIER.
- 2) THE PRODUCER SHALL NOT ALTER, MODIFY, WAIVE, OR AMEND ANY OF THE TERMS, RATES OR CONDITIONS OF ANY ADVERTISEMENT, BROCHURES, APPLICATIONS, POLICIES, CONTRACTS OR OTHER MATERIALS PROVIDED TO THE PRODUCER BY MADISON BROKERAGE CORP. OR ANY MADISON BROKERAGE CORP. CARRIER UNLESS SUBMITTED AND APPROVED IN WRITING BY MADISON BROKERAGE CORP. AND/OR THE MADISON BROKERAGE CORP. CARRIER. THE PRODUCER SHALL NOT CREATE ANY MATERIALS THAT REFERENCE MADISON BROKERAGE CORP. OR THE MADISON BROKERAGE CORP. CARRIERS UNLESS SUBMITTED AND APPROVED IN WRITING BY MADISON BROKERAGE CORP. AND/OR THE MADISON BROKERAGE CORP. CARRIERS.
- 3) THE PRODUCER SHALL AT ALL TIMES MAINTAIN LIABILITY INSURANCE COVERING THE PRODUCER AND THE PRODUCER'S AGENTS AND EMPLOYEES AGAINST CLAIMS FOR DAMAGES BASED ON ACTUAL OR ALLEGED PROFESSIONAL ERRORS OR OMISSIONS IN AN AMOUNT AND WITH AN INSURER REASONABLY ACCEPTABLE TO MADISON BROKERAGE CORP. PROOF OF SUCH INSURANCE COVERAGE SHALL BE FURNISHED TO MADISON BROKERAGE CORP. UPON REQUEST AND PRODUCER SHALL NOTIFY MADISON BROKERAGE CORP. IMMEDIATELY IF FOR ANY REASON SUCH INSURANCE COVERAGE CEASES TO BE IN EFFECT.
- 4) THE PRODUCER SHALL IMMEDIATELY REPAY TO MADISON BROKERAGE CORP. AND/OR MADISON BROKERAGE CORP. CARRIER ALL COMPENSATION RECEIVED FROM POLICIES IN WHICH PREMIUMS HAVE BEEN RETURNED OR IN WHICH THE POLICY HAS BEEN SUBJECT TO RESCISSION OR OTHERWISE, IN WHICH MADISON BROKERAGE CORP. IS OTHERWISE CHARGED BACK OR IN WHICH THE PRODUCER HAS BEEN OVERPAID IN ERROR. THE PRODUCER AGREES THAT ANY REASONABLE ATTORNEYS' FEES ASSOCIATED WITH THE COLLECTION OF SUCH COMPENSATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE REIMBURSED BY THE PRODUCER TO MADISON BROKERAGE CORP.
- 5) THE PRODUCER CERTIFIES THAT HE OR SHE HAS NEVER BEEN CONVICTED OF A FEDERAL OR STATE FELONY INVOLVING DISHONESTY OR BREACH OF TRUST; OR IF SO, THAT PRODUCER HAS RECEIVED WRITTEN AUTHORIZATION FROM THE APPLICABLE STATE INSURANCE COMMISSIONER SPECIFICALLY REFERENCING SECTION 1033 OF THE VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994, SUBSECTION (3) (2) GRANTING PERMISSION TO WORK IN THE INSURANCE INDUSTRY.
- 6) THE PRODUCER SHALL USE HIS/HER BEST EFFORTS TO PLACE THE SALE OF INSURANCE PRODUCTS THROUGH MADISON BROKERAGE CORP., WHEN MADISON BROKERAGE CORP. HAS PROVIDED MARKETING SUPPORT, ADVANCED SALES, NEW BUSINESS OR UNDERWRITING SUPPORT ON THE SALE OF THE POLICY.
- 7) EACH PARTY TO THIS AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "LOSSES") ARISING FROM (A) ANY WRONGFUL, UNLAWFUL, OR TORTIOUS ACT OR OMISSION, OR ALLEGEDLY WRONGFUL, UNLAWFUL OR TORTIOUS ACT OR OMISSION, OR (B) ANY FAILURE TO COMPLY WITH ANY OBLIGATION UNDER THIS AGREEMENT, IN EACH CASE ON THE PART OF THE INDEMNIFYING PARTY OR ANY OF THE INDEMNIFYING PARTY'S AGENTS OR EMPLOYEES. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY FOR THE AMOUNTS OF ANY LOSSES WHICH HAVE ACTUALLY BEEN REIMBURSED PURSUANT TO ERRORS AND OMISSIONS LIABILITY INSURANCE MAINTAINED BY THE OTHER PARTY.
- 8) EACH PARTY WILL NOT USE OR DISCLOSE NON-PUBLIC PERSONAL INFORMATION, I.E., PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING BUT NOT LIMITED TO FINANCIAL OR HEALTH INFORMATION, THAT IS NOT PUBLICLY AVAILABLE ("PROTECTED INFORMATION"), ABOUT INDIVIDUALS WHO SEEK TO OBTAIN OR OBTAIN INSURANCE PRODUCTS AND/OR SERVICES THROUGH THE PRODUCER ("CONSUMERS") OR WHO HAVE A CONTINUING RELATIONSHIP WHEREIN THE INDIVIDUALS HAVE ONE OR MORE INSURANCE PRODUCTS AND/OR SERVICES THROUGH PRODUCER ("CUSTOMERS"), EXCEPT AS PROVIDED HEREIN.

EACH PARTY WILL TREAT PROTECTED INFORMATION AS CONFIDENTIAL AND ACCESS TO PROTECTED INFORMATION WILL BE LIMITED TO THOSE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF EACH PARTY WHO NEED TO USE THE INFORMATION IN CONNECTION WITH THE SERVICING OF INSURANCE PRODUCTS AND/OR SERVICES FOR A PARTICULAR CONSUMER OR CUSTOMER. EACH PARTY WILL NOT USE OR DISCLOSE, OR PERMIT ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES TO USE OR

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DISCLOSE PROTECTED INFORMATION EXCEPT: (I) AS NECESSARY IN MEETING THE PURPOSE OF THIS AGREEMENT; (II) AS AUTHORIZED BY THE CONSUMER OR CUSTOMER; (III) AS IN COMPLIANCE WITH EACH PARTY'S THEN CURRENT PRIVACY POLICY; (IV) AS REQUIRED BY LAW; OR (V) AS OTHERWISE PERMITTED IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING, GLB ACT AND HIPAA, AND THE REGULATIONS PROMULGATED THEREUNDER.

EACH PARTY WILL ESTABLISH APPROPRIATE STANDARDS FOR SAFEGUARDING PROTECTED INFORMATION WITHIN THE PRODUCER'S CONTROL.

- 9) PRODUCER TO TAKE SUCH STEPS AS SHALL BE NECESSARY TO ENSURE THAT (I) THE INFORMATION SUBMITTED TO MADISON BROKERAGE CORP. BY PRODUCER (INCLUDING ANY INFORMATION CONTAINED IN ANY APPLICATION FOR ANY POLICY) IS, TO THE BEST OF PRODUCER'S KNOWLEDGE (AFTER REASONABLE INQUIRY), ACCURATE AND COMPLETE AND (II) ANY AND ALL MEDICAL INFORMATION CONCERNING AN INSURED THAT IS SUBMITTED TO MADISON BROKERAGE CORP. IN CONNECTION WITH A PROPOSED TRANSACTION (INCLUDING, WITHOUT LIMITATION, ANY MEDICAL RECORDS, EXAMS, LABORATORY REPORTS AND INSPECTION REPORTS) ARE THE SAME SET OF INFORMATION THAT WAS SUBMITTED TO ANY LIFE INSURANCE/ANNUITY COMPANY IN CONNECTION WITH A PROPOSED ISSUANCE OF A POLICY OR ANY ANNUITY.
- 10) PRODUCER AGREES THAT MADISON BROKERAGE CORP. WILL HAVE NO OTHER INVOLVEMENT IN THE PRODUCT SALES OTHER THAN PERFORMING THE ROLE AS GENERAL AGENCY FOR THE MADISON BROKERAGE CORP. CARRIERS. BY PERFORMING THIS LIMITED ROLE, MADISON BROKERAGE CORP. DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY ENDORSEMENT OR APPROVAL OF ANY MARKETING OR SALES CONCEPT, NOR DOES MADISON BROKERAGE CORP. MAKE ANY REPRESENTATIONS TO PRODUCER OR ANY THIRD PARTY REGARDING TAX, LEGAL OR OTHER ECONOMIC CONSEQUENCES RAISED BY ANY MARKETING OR SALES CONCEPT. THE PARTIES AGREE THAT MADISON BROKERAGE CORP. SHALL NOT ACT AS NOR BE CONSIDERED A PROMOTER OF ANY MARKETING OR SALES CONCEPT. PRODUCER SHALL NOT CONSTRUE ANY STATEMENTS MADE OR ACTIONS TAKEN BY MADISON BROKERAGE CORP. OR ITS EMPLOYEES OR AGENTS AS TAX, LEGAL OR OTHER ADVICE REGARDING ANY MARKETING OR SALES CONCEPT, AND SHALL NOT REPRESENT TO ANY CLIENT OR OTHER THIRD PARTY THAT MADISON BROKERAGE CORP. OR ITS EMPLOYEES OR AGENTS HAVE GIVEN ANY SUCH ADVICE.
- 11) NEITHER THE TERMINATION NOR EXPIRATION OF THIS AGREEMENT FOR ANY REASON SHALL RELEASE OR OPERATE TO DISCHARGE ANY PARTY FROM ANY LIABILITY OR OBLIGATION THAT MAY HAVE ACCRUED PRIOR TO SUCH TERMINATION OR EXPIRATION. IN ADDITION, THE PROVISIONS OF SECTIONS 6, 7, 8, 11, 12 AND 13 OF THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
- 12) PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO MADISON BROKERAGE CORP. THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO MADISON BROKERAGE CORP. IN CONNECTION WITH SUCH APPLICATION, IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION IS NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO MADISON BROKERAGE CORP. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF PRODUCER'S RELATIONSHIP WITH MADISON BROKERAGE CORP.

PRODUCER UNDERSTANDS THAT IN THE EVENT MADISON BROKERAGE CORP. HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO IT OR TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION OR THAT PRODUCER OR ANY CLIENTS INTRODUCED TO MADISON BROKERAGE CORP. BY THE PRODUCER HAS TAKEN ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION, MADISON BROKERAGE CORP. WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO PRODUCER) REPORT SUCH CONDUCT TO, AND ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE INSURANCE COMMISSIONER, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

- 13) BY THE DISCLOSURE OF BASIC CONTACT INFORMATION ABOVE, SUCH INFORMATION INCLUDING ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS (THE "CONTACT INFORMATION"), THE PRODUCER HEREBY CONSENTS TO ALLOW MADISON BROKERAGE CORP. TO USE SUCH CONTACT INFORMATION FOR MARKETING PURPOSES.

IN WITNESS WHERE OF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE LATER OF THE TWO DATES BELOW:

**PRODUCER:**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**MADISON BROKERAGE CORP.:**

SIGNED: \_\_\_\_\_  
DANIEL P. ANDERSON, CEO

DATE: \_\_\_\_\_

**MADISON BROKERAGE CORP.**

65 MADISON AVE., STE 200, PO BOX 1940  
MORRISTOWN, NJ 07962-1940  
973.539.3232/888.539.3232/FAX 973.539.3737

