

Producer Code _____

**VISION MANAGING GENERAL AGENCY
PRODUCER AGREEMENT**

THIS AGREEMENT (the "Agreement") is made as of the _____ day of _____, 20__ (the "Effective Date"), by and between **VISION MANAGING GENERAL AGENCY, LP**, a Texas limited partnership and a managing general agency licensed with the State of Texas ("Vision"), and the undersigned which is an insurance agency licensed under the laws of the State of Texas (the "Producer").

WHEREAS, Producer is duly licensed to sell contracts of insurance by the Texas Department of Insurance and operates an insurance agency in the State of Texas; and

WHEREAS, Vision desires to appoint Producer as an agent of Vision on a non-exclusive basis in the solicitation, sale and servicing of contracts of insurance, including binders, policies, amendments and endorsements under the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

- A. "Affiliates" means with respect to either party, any individual, partnership, corporation, limited liability company, trust or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such party.
- B. "Book of Business" means all automobile and special lines insurance ("Covered Lines") placed by Producer with Vision and its Affiliates ("Insurers") under policies of insurance in force as of the close of business on expiration or termination of this Agreement as provided in Section 8 herein, together with the names and addresses of all insureds thereunder, and the sole and exclusive ownership, use and control of all renewal and expiration rights and Expiration Information relating thereto.
- C. "Electronic transmission" means a form of communication that:
 - 1. does not directly involve the physical transmission of paper;
 - 2. creates a record that may be retained, retrieved and reviewed by the recipient; and
 - 3. may be directly reproduced in paper form by the recipient through an automated process.
- D. "Expiration Information" means business records and information originating with Producer regarding any applicant or insured under a Policy or Renewal, including the name and address of the applicant or insured, and the date of expiration and policy limits of any Policy or Renewal.
- E. "Policy or "Policies" means any contract of insurance issued through Vision under the terms of this Agreement.

- F. "Renewal" means any contract of insurance issued through Vision, or any of Vision's Affiliates, that:
1. is effective within 30 days after the expiration date of any Policy or Renewal thereof;
 2. provides substantially similar coverage as any such Policy or Renewal;
 3. is issued to the same named insured as such Policy or Renewal; and
 4. is issued using Producer's Expiration Information.
- G. "State" means the State of Texas.
- H. "Underwriting Requirements" means the instructions that Vision provides to Producer in writing or by electronic transmission, which may include, without limitation, insurance applications, underwriting rules, service standards, rates and rating procedures, commission schedules, and premium payment plans.
- I. "Up-Load System" means the web-based transactional and communication system implemented by Vision.

SECTION 2. NON-ASSUMPTION OF OBLIGATIONS

Except as expressly provided in this Agreement, Vision does not in any manner assume or agree to be liable or obligated for any liabilities and obligations of Producer, including without limitation, any of its obligations and liabilities under this Agreement, to any of its equity or debt holders, employees, officers or directors, arising under any federal, state or local laws, or arising out of any action, suit, proceedings, arbitration, investigation or hearing or notice of hearing relating to the operation of Producer's business. Producer agrees at all times hereafter to indemnify and defend Vision from and against any such liabilities and obligations of Producer. This Section survives the expiration or termination of this Agreement.

SECTION 3. REPRESENTATION AND WARRANTIES

- A. Vision hereby represents and warrants to Producer that:
1. Organization. Vision is a limited partnership duly organized and validly existing under the laws of the State.
 2. Authorization. Vision has all necessary partnership power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate all of the transactions contemplated hereby. All necessary corporate action has been taken by Vision with respect to the execution, delivery and performance of this Agreement.
 3. Binding Effect. This Agreement constitutes a valid and binding obligation of Vision and is enforceable against Vision in accordance with its terms.
 4. Absence of Conflict. The execution, delivery and performance of this Agreement by Vision does not conflict with or result in a breach or violation of any of Vision's organization documents, or any law, rule, regulation, judgment, decree, agreement or instrument to which Vision is a party or by which it is bound.

5. Litigation. There is no claim, litigation, action, suit or proceeding, administrative or judicial, pending or threatened against Vision, at law or in equity, before any court or regulatory agency, or other governmental authority, which could have a material and adverse effect on the ability of Vision to perform its obligations under this Agreement or on the consummation of the transactions contemplated hereunder.

B. Producer hereby represents and warrants to Vision that each of the following:

1. Organization. Producer is duly organized, validly existing, and, if applicable, in good standing, as the entity and in the jurisdiction stated below by Producer:

Check appropriate box:

- Corporation
 Limited Liability Company
 Partnership
 Limited Partnership
Name of General Partner: _____
 Other
State type of entity: _____

State of organization: _____

2. License. Producer is duly licensed to sell automobile insurance policies in the State by the Texas Department of Insurance.
3. Authority and Licenses. Producer has all requisite power and authority, and all necessary licenses and permits, to own, lease and operate its properties and conduct its business as it is now being conducted.
4. Authorization. Producer has necessary power and authority to enter into this Agreement to perform its obligations hereunder and to consummate all of the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Producer have been duly authorized and approved by all necessary corporate and shareholder action.
5. Binding Effect. This Agreement constitutes a valid and binding obligation of Producer and is enforceable against Producer in accordance with its terms.
6. Absence of Conflict. The execution, delivery and performance of this Agreement by Producer (i) does not conflict with or result in a breach or violation of any of Producer's organization documents or any law, rule, regulation, judgment, decree, agreement or instrument to which Producer is a party or by which it is bound, and (ii) does not require the approval or consent of any other party.
7. Litigation. There is no claim, litigation, action, suit or proceeding, administrative or judicial, pending or threatened against Producer before any court, regulatory agency or other governmental authority, which could have an adverse effect on the ability of Producer to perform its obligations under this Agreement or on the consummation of the transactions contemplated hereunder.

8. Undisclosed Liabilities. Except as disclosed in writing as of the date hereof by Producer to Vision, there are no claims, liabilities or obligations relating to the conduct of Producer's business as contemplated by this Agreement.
9. License and Appointment. Producer agrees that it will maintain the validity and good standing of all licenses it is required to maintain in order for the Producer and its employees to write insurance business permitted to be written by Producer hereunder and receive commissions or other compensation for the conduct of such business. Producer acknowledges that this Agreement shall not become effective until Producer is duly appointed by Vision's insurer(s). Producer further agrees to be responsible for the payment of any penalties assessed against Vision or its insurer(s) for Producer's violation of any license or other provisions of the applicable State insurance code. Should Producer's license be suspended or revoked, or is not renewed for any reason, Vision is entitled to immediately terminate this Agreement, and Producer is not entitled to receive any commissions after the date of such suspension, revocation or failure to renew.

SECTION 4. AUTHORITY

- A. Vision hereby authorizes Producer to perform the following on behalf of Vision on a non-exclusive basis: solicit, provide quotes, receive applications, bind coverage (subject to the provisions of Section 4(B) hereof), and collect, receive and receipt for premiums for insurance products in the State, in accordance with the specific terms set forth in the Underwriting Requirements and in this Agreement.
- B. Notwithstanding anything contained in the Agreement to the contrary, Producer acknowledges and agrees that it has no authority to bind or legally obligate Vision to provide coverage for any Policy, Renewal or Private Passenger Auto Applications without Vision's delivery of its prior written consent to any coverage requested by Producer in respect to any Policy, Renewal or Private Passenger Auto Application which has been specifically identified by Vision in writing. To this end, Vision and Producer acknowledge that Vision's issuance to Producer of a policy number in the Up-load System binds Vision to the issuance of the Policy to which such policy number specifically pertains.
- C. Further, without Vision's prior written consent, Producer has no authority, and covenants not, to undertake any of the following:
 1. Adjust any claim;
 2. Grant binding authority to, or accept business subject to this Agreement from other agencies or brokers, or any agents, solicitors or subagents who are not full-time or part-time employees of Producer;
 3. Issue financial responsibility filings, certificates of insurance, filings with any state or municipal agency, policies, endorsements, renewal notices, or cancellation notices;
 4. Give or disclose information contained in this Agreement, Vision's Underwriting Requirements or any applications submitted to any third party; or
 5. Use the name of Vision or any Affiliate of Vision in any advertisement or promotional material.

- D. Vision has the authority to:
1. Expand, restrict, or modify any part or all of Producer's authority to represent Vision hereunder;
 2. Change Vision's Underwriting Requirements and the schedule of commissions payable to Producer for procuring Policies and Renewals, and any such change will become effective upon written notice to Producer, as of the date specified in such notice;
 3. Contact, or use any third party to contact, any person insured through Vision, or who has applied to be insured through Vision for any purpose including without limitation the following:
 - a. Provide customer service to the person;
 - b. Request, receive, or verify any information related to the person;
 - c. Notify the person of, and collect premiums due on, any Policy or Renewal; or
 - d. Change any of the terms of any Policy or Renewal, including up-rates, endorsements requiring additional premiums;
 4. Access and use information regarding Policies and Renewals, including Expiration Information, market research, product development, regulatory compliance, or determining compliance with the provisions of this Agreement; and
 5. Require Producer to participate in Vision's "bank sweep program" which will entitle Vision to collect directly from Producer's bank accounts any funds deposited therein which represent premium payments and other sums due Vision hereunder.
- E. So long as this Agreement remains in effect, without Producer's prior written consent, Vision has no authority to, and it covenants and agrees that it will not:
1. Use any Expiration Information for the purpose of soliciting any Policy, Renewal, or other insurance product, except as otherwise expressly provided herein; or
 2. Disclose Expiration Information to any third party, except as necessary for the purposes set forth herein. If Producer discloses Expiration Information to a third party in accordance with Section 4(D)(3), Vision will take reasonable steps to ensure confidential treatment of the Expiration Information by the third party.
- F. The provisions of Sections 4(A) through (D) survive the expiration or termination of this Agreement.

SECTION 5. DUTIES

- A. Producer will, at all times during the term of this Agreement:

1. Upon Producer's receipt of any premium or other payments due to Vision under any Policies or Renewals, promptly without delay send such payments to Vision together with all original applications for Policies and Renewals, and promptly forward to Vision all applications by electronic transmission, unless Vision directs otherwise in writing;
2. Undertake reasonable measures which are necessary to ensure that all applications are complete and contain true and accurate information;
3. Present to each applicant all promotional and instructional materials, and any other information which Vision may direct including, without limitation, information regarding direct claims reporting and response, safety, insurance economics, and financial stability;
4. Comply with all applicable laws relating to the sale of insurance coverage under the terms of this Agreement, including, without limitation, agent, broker, and solicitor licensing laws;
5. Pay all of Producer's operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes;
6. Procure and maintain an agent's errors and omissions policy or policies of insurance with the minimum limits of liability of such policy or policies to be in an amount not less than \$100,000 per occurrence and in an amount not less than \$100,000 in the aggregate, covering Producer and its employees, and Vision and its partners, employees and agents, against all claims, damages or actions arising out of or in connection with the solicitation, sale and servicing of Policies by Producer and its employees, on behalf of Vision and its Affiliates, under the terms of this Agreement. In addition, all policies required of Producer hereunder must: (i) be issued by a reputable insurance company qualified and licensed to do business in the State; (ii) to the extent possible, name Vision as an additional insured and Producer as the named insured; (iii) provide that such policies cannot be canceled or materially amended for any reason unless Vision is given 45 days prior written notice by Producer or such insurer; (iv) state that such insurance is primary over any insurance carried by Vision; and (v) contain an endorsement in favor of Vision, waiving such insurance company's right of subrogation against Vision. A duly executed certificate of insurance shall be delivered to Vision prior to the Effective Date. All renewals shall be delivered to Vision at least 10 days before the expiration of the respective policy terms. Vision has the right to review said insurance amounts at least yearly during the term of this Agreement and require Producer to increase said insurance policies to provide coverage in such amounts as Vision, in its sole discretion, deems necessary. Producer agrees to procure and maintain said increased insurance coverage.
7. Comply with Vision's Underwriting Requirements, as may be amended by Vision from time to time;
8. Instruct each insured to immediately report all losses directly to Vision, and immediately refer to Vision any injury or report concerning any claim or loss that Producer may receive;

9. Retain copies of all manually signed applications, including without limitation, any exclusions and rejections of optional coverage under any Policy or Renewal, and not discard or destroy any such documents without Vision's prior written consent;
 10. Grant Vision access to Producer's facilities for the purpose of inspecting such documents and records, and provide reasonable assistance in performing any such inspection;
 11. Furnish Vision with any documentation, applications, reports, data or other information in Producer's possession or control which Vision may request, including, without limitation, copies of any correspondence, memorandum, reports, applications, or other documentation, concerning any person insured under, or who has applied for, a Policy or Renewal, and
 12. Promptly refund unearned commissions to Vision at the same rate that such commissions are paid to Producer.
- B. Vision agrees to:
1. Issue all policies, endorsements, renewal notices, cancellation notices, certificates, filings, and other required documentation of coverage;
 2. Adjust or arrange for the adjustment of all claims;
 3. Promptly inform Producer of any material change to any Policy or Renewal;
 4. Fulfill its obligations under Vision's Underwriting Requirements, Policies, and Renewals;
 5. Pay Producer commissions as provided in this Agreement; and
 6. Develop and provide to Producer the Underwriting Requirements, and notify Producer of any change to the Underwriting Requirements.
- C. Producer's duties under Section 5(A)(8) through 5(A)(12) and Vision's duties under Sections 5(B)(1) through 5(B)(5) survive the expiration or termination of this Agreement.

SECTION 6. COMMISSIONS and REMITTANCES

Vision agrees to pay Producer the commissions as set forth on Schedule A in the manner and at such times as specified in this section as Producer's full and sole compensation for the performance of Producer's duties and obligations under this Agreement. Producer is liable and obligated to pay Vision, its successors and assigns, in El Paso, Texas, all premiums and other sums due or to become due hereunder in respect to any Policies and Renewals. If Vision's Statement of Account or Commission Statement (collectively, the "Account"), reflects a balance due to Vision, Producer agrees to pay such Account as approved by Vision, within 10 days from the date of Producer's receipt of Vision's notice of such approval. Notwithstanding the foregoing, Producer may dispute any items shown on the Account by notifying Vision in writing at the time of payment so long as Producer pays to Vision all undisputed amounts shown on such Account. Producer agrees to pay to Vision any disputed items, or the portion thereof which are subsequently determined by Vision as correct, within 3 days of receipt of written notice thereof from Vision. Vision is entitled to terminate this Agreement, if Producer delays payment of any sum due Vision based upon a disputed item

rejected by Vision, as determined by Vision in its sole discretion. The omission of any items from an Account rendered by Vision does not constitute a waiver or otherwise prejudice the rights of either party in respect to any sums owed under any such rendered Account. All past due balances bear interest at 1.5% per month until paid in full.

- A. **Direct Bill.** For all classes of business designated in Schedule A as Direct Bill or for any other classes of business, Producer agrees to submit to Vision all applications for insurance together with all payments of gross premiums and fees without deduction, as prescribed in Section 5(A)(1) hereof. Vision reserves the right to collect such amounts under its "bank sweep program", if implemented by Vision, as described in Section 4(D)(5) hereof. Vision agrees to pay to Producer commissions owed in respect to such Policies or Renewals, net of return commissions, within 15 days after the end of the month in which the related premium transactions are processed by Vision. Vision will provide Producer with a monthly Commission Statement itemizing all commissions and return commissions processed for the subject month. Vision has no obligation to accept flat cancellations.
- B. Vision agrees to pay Producer commissions on Policies and Renewals based the commission schedule set forth on Schedule A as of the inception date of each such Policy or Renewal, which commission schedule is subject to change as provided herein, provided that:
1. Producer is properly licensed;
 2. Producer has paid all amounts that are due and owing to Vision; and
 3. Producer is the agent of record at the inception of the Policy or Renewal.
- C. **Continuing Liability/Rights of Offset.** Vision is entitle to offset against, or withhold payment of, any commissions and other sums owed to Producer hereunder for any Policy or Renewal, any amounts owed to Vision by Producer under the terms of this Agreement, including without limitation, checks returned for insufficient funds; premium and other payments collected by Producer due Vision hereunder, which Producer failed to timely remit to Vision; and claims paid by Vision under a cancelled Policy or Policies or Renewal or Renewals for which Producer received premium payments and failed to timely remit to Vision, as prescribed in Section 5(A)(1). Producer remains liable and obligated to pay any of the aforesaid sums irrespective of whether Vision exercises its rights of offset granted herein.

SECTION 7. TERMS and TERMINATION

- A. The initial term of this Agreement is for one year, commencing as of the Effective Date and terminating on the last day of the following 12 month period, or earlier, as provided in Section 7(B) and (C). This Agreement automatically renews for successive periods of 12 months each (the "Renewal Terms"), unless 30 days before the end of the initial Term or the then current Renewal Term, as the case may be, either party sends its written notice to terminate this Agreement, in which event this Agreement terminates as of the end of the initial Term or such Renewal Term.
- B. Unless otherwise required by applicable State law, this Agreement may be terminated by either party immediately upon the expiration of 30 days' prior written notice to the other party.

- C. Unless otherwise required by applicable State law, if a party fails to pay any sum due hereunder ("Monetary Default"); or perform any other obligation in any material respect of this Agreement ("Non-monetary Default"), and such Non-Monetary Default is not cured within 15 days after receipt of written notice thereof, then, upon the occurrence of any such Monetary or Non-Monetary Default, the other party may terminate this Agreement immediately upon written notice thereof to the defaulting party hereunder.
- D. Upon termination or expiration of this Agreement, the commission rate payable to Producer which is due for the Book of Business which is outstanding as of such termination or expiration date, will equal 5% of the premiums which are received by Vision for such Book of Business during the one year period following the date of such termination or expiration.

SECTION 8. RIGHTS AFTER EXPIRATION or TERMINATION

- A. Upon and after the expiration or termination of this Agreement:
 - 1. All authority given to Producer by this Agreement automatically terminates;
 - 2. Vision is entitled to notify policyholders of the expiration or termination of this Agreement;
 - 3. Producer will promptly return all of Vision's manuals, forms, records, materials, applications, rate guides, originals and copies of all Underwriting Requirements, software, and any other property that Vision has furnished to Producer;
 - 4. All in-force Policies and Renewals will continue to normal expiration, subject to their terms; and
 - 5. Unless otherwise notified by Producer in writing, Vision may, in Vision's discretion, offer to renew Policies and Renewals written hereunder. When required by applicable law, Vision will offer to renew such Policies and Renewals. If Vision makes any such offers to renew, Vision will continue to designate Producer as the producer, and Vision will pay Producer commissions on each resulting Renewal, in accordance with Section 6, provided that this Agreement has not been terminated by Vision under Section 7(C).
- B. If this Agreement is terminated by Vision under Section 7(C), then Vision is hereby vested with all rights, titles and interests in the Expiration Information and the entirety of Producer's Book of Business.
- C. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies available to the parties at law or in equity.

SECTION 9. FIDUCIARY RESPONSIBILITIES

- A. All funds received by Producer, as premiums for insurance written under this Agreement will be held by Producer in trust, in a fiduciary capacity, for the sole and exclusive benefit of Vision. If instructed by Vision, Producer will deposit such funds into a bank account for immediate wire transfer to Vision. For value received, Producer hereby grants to Vision a continuing security interest in such funds, in priority and superior to the interests of any other party. After the expiration or termination of this Agreement, Producer will continue to hold

- these funds in trust, in a fiduciary capacity, solely and exclusively, for Vision's benefit until Producer remits or make such funds immediately available to Vision.
- B. Notwithstanding anything contained in this Agreement to the contrary, Vision may set off any amounts due and owing to Producer against any amounts due and owing by Producer to Vision.
- C. This Section survives the expiration or termination of this Agreement.

SECTION 10. INDEMNIFICATION

- A. Vision agrees to indemnify and defend Producer from and against all liabilities, losses, damages, judgments, actions, and expenses, including reasonable attorneys' fees (collectively, "Losses"), that Producer sustains due to Vision's negligence, or Vision's failure to comply with the provisions of this Agreement including without limitation, Vision's breach of its duties set forth in Section 5. Producer will immediately notify Vision when Producer learns of or receives notice of any claim that Producer believes it is entitled to the indemnification protection set forth in this subsection. Vision has the right to participate in the investigation and participate in or assume the full defense of any such claim. If Vision assumes such defense, Vision will not be liable to Producer for any cost of litigation, including, without limitation, court costs and attorneys' fees, that Producer incurs subsequent to Vision's decision to assume defense of any such action.
- B. Producer agrees to indemnify and defend Vision from and against all Losses that Vision sustains due to any of the following (the "Claims"): Producer's negligence, any false or misleading representation or warranty made by Producer herein, any unauthorized representations, acts, errors, or omissions on Producer's part, Producer's failure to comply with the provisions of this Agreement and its breach of its representations, warranties, covenants and obligations prescribed herein. Producer will have the right to defend Vision against any such Claim with counsel of its choice reasonably satisfactory to Vision so long as (i) Producer notifies Vision in writing within 15 days after Producer has given notice of the Claim that Producer will indemnify Vision from and against any adverse consequences which Vision may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Claim, (ii) Producer provides Vision with evidence reasonably acceptable to Vision that Producer will have the financial resources to defend against the Claim and fulfill its indemnification obligations hereunder, (iii) the Claim involves only money damages and does not seek an injunction or other equitable relief, (iv) settlement of, or an adverse judgment with respect to, the Claim is not, in the good faith judgment of Vision, likely to establish a precedential custom or practice materially adverse to the continuing business interests of Vision, and (v) Producer conducts the defense of the Claim actively and diligently. So long as Producer is conducting the defense of the Claim in accordance with aforesaid provisions of this Section, Producer may not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of Vision.
- C. This Article survives the expiration or termination of this Agreement.

SECTION 11. MISCELLANEOUS

- A. This Agreement will be governed by and interpreted under the laws of the State of Texas. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it in compliance with the law. The determination by a court of

competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement.

- B. This Agreement contains the entire understanding between the parties and supersedes all previous agreements between the parties; oral or written, with respect to any insurance product that Producer is authorized to solicit under this Agreement. This Agreement will not affect, alter, or impair any agreement between the parties with respect to any other insurance product(s).
- C. **Arbitration.** An dispute, claim, controversy, or other matter in question between the parties hereto arising out of, or in any way related to this contract or any breach or termination of this contract, any dealings or relationships between the parties, whether past or present shall be settled by binding arbitration administered by the American Arbitration Association pursuant to the then existing applicable rules of the American Arbitration Association. The locale of the arbitration proceeding shall be El Paso, Texas. A demand for arbitration shall be made within a reasonable time after the dispute, claim, controversy, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, controversy, dispute or other matter in question would be barred by the applicable statutes of limitations. There shall be only one arbitrator. The decision of the arbitrator shall be final and binding on both parties and the award of the arbitrator shall be enforceable according to law. The foregoing contract to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The terms and provisions of this paragraph shall survive the expiration, breach or termination of this Agreement. Unless otherwise agreed by the parties in writing, venue for any arbitration proceeding brought under or with respect to this Agreement shall be El Paso, Texas, with the hearing locale within El Paso, Texas, to be determined by the arbitrator.
- D. This Agreement may not be altered or modified except in writing signed by both parties.
- E. This Agreement will be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in this Section, neither this Agreement nor any rights or duties hereunder may be assigned or delegated by either party without the prior consent in writing of the other party, which will not be unreasonably withheld. Upon written notice to Producer, Vision may assign or delegate our rights or duties under this Agreement to any of Vision's corporate Affiliates. Upon written notice to Vision, Producer may assign Producer's rights to receive commissions on Renewals to any insurance agent, and upon receipt of such notice Vision will pay such commissions to the assignee, provided that the conditions of Section 6(B) are met with respect to the assignee and the Renewals under which such commissions are owed.
- F. The captions contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.
- G. A party's failure to insist upon strict compliance with any of the provisions of this Agreement or Underwriting Requirements will not constitute waiver of the right to insist upon such compliance.
- H. **Independent Contractor.** Producer is not considered as an independent contractor of Vision, and is not to be considered as having an employee, partner or servant status of Vision, or as being entitled to participate in any health insurance plan, worker compensation program, or

other employee benefit plan of Vision. Producer also acknowledge that Vision is not obligated to carry insurance of any kind for the benefit of Vision and Producer is obligated to report to the federal government as self-employment income the compensation paid by Vision hereunder.

- I. **Notices.** All notices, requests, demands or other communications hereunder must be in writing and may be given and shall be deemed to have been given (1) upon receipt, if delivered by overnight courier service, (2) on the date of delivery if delivered in person or by electronic transmission, or (3) three days after mailing, if sent by certified or registered mail with first-class postage prepaid, as long as such notices are sent to the addresses set forth on the signature page of this Agreement, or to such other person(s) or address(es) as may be designated by the parties in accordance with the provisions of this Section.

This Producer Agreement between Vision and the undersigned Producer is executed to effective as of the Effective Date.

VISION MANAGING GENERAL AGENCY, LP, a Texas limited partnership

Address for Notice:
1800 N. Lee Trevino, Suite 201
El Paso, Texas 79936

By: _____
Name: _____
Title: _____

Sign Here

PRODUCER: _____
(Print Name)

Address for Notice:

By: _____
Name: _____
Title: _____

E-mail address for purposes of
Electronic transmission:
@_____.

CONTINUING INDEMNITY AND GUARANTY

In consideration of the agreement of Vision Managing General Agency, LP, a Texas limited partnership (***Vision***), to enter into the foregoing Producer's Agreement with the undersigned entity (***Producer***), dated _____, 200_ (the ***Producer's Agreement***), each of the undersigned (collectively, the ***Guarantor***), jointly and severally (if more than one), agrees to indemnify and defend Vision, its partners, officers, employees and agents, and any such partner's members, managers, officers, employees, and agents, and the successors, assigns and insurer(s) thereof (collectively, the ***Indemnified Parties***), from any and all judgments, losses, damages, costs and expenses, including attorney's fees and court costs, which any of the Indemnified Parties may at any time sustain by reason of the failure of Producer to comply with the terms, provisions and obligations of the Producer's Agreement, including, but not limited to, the payment to Vision of all sums due under the Producer's Agreement.

Each Guarantor hereby unconditionally and irrevocably guarantees the prompt payment when due and the performance of all of the obligations and liabilities of Producer arising under the Producer's Agreement (***Producer's Obligations***). If any Guarantor fails to make any payment of any part of the Producer's Obligations when due, then said failure constitutes a default hereunder. This Continuing Indemnity and Guaranty (the ***Guaranty***) is an irrevocable and absolute and represents a continuing guaranty of payment and performance and not a guaranty of collection, and is not affected by the release or discharge of Producer from, or impairment or modification of, any of Producer's Obligations in any bankruptcy, receivership, or other insolvency proceeding or otherwise. Each Guarantor is not released or discharged, or such Guarantor's obligations under this Guaranty is reduced by reason of the fact that the Producer's Agreement is altered or modified in any manner, or that Producer may be released from of any of the Producer's Obligations, without notice to or consent by any Guarantor, and each Guarantor remains fully bound hereunder.

Each Guarantor waives any right to require Vision (and it shall not be necessary for Vision, in order to enforce the obligation of each Guarantor hereunder) to first (a) proceed against Producer, (b) have Producer joined with any Guarantor in any suit arising out of this Guaranty, (c) enforce its rights against any other guarantor of Producer's Obligations, or (d) pursue or exhaust any other remedy available to Vision in law or equity. This Guaranty may not be revoked or otherwise terminated without the prior written consent of Vision. Each Guarantor acknowledges that he, she or it has received good and valuable consideration for the agreements made by such Guarantor in this Guaranty.

Name of Producer: _____
(Print Name)

GUARANTORS:

Sign Here →

(Signature of Guarantor)

Date signed: _____

(Printed Name of Guarantor)

Address: _____

Date signed: _____

SCHEDULE A - ADDENDUM

This Schedule is hereby made a part of the Producer Agreement between **VISION MANAGING GENERAL AGENCY, LP** and the undersigned **PRODUCER**, to which this Schedule is annexed.

COMMISSION SCHEDULE:

<u>Class of Business/Fees</u>	<u>Commission</u>
Private Passenger Automobile	15%

Partnership Program - An additional \$_____ will be paid on NEW and RENEWAL business when the Producer meets or exceeds new applications numbering _____ on any given month.

- A. Producer is entitled receive a commission percentage provided above in respect to only those classes of business provided above. Vision reserves the right to modify any or all commission schedules or promotions at any time upon 30 days prior written notice.

SCHEDULE B - ADDENDUM


COMMISSION SCHEDULE:

<u>Class of Business/Fees</u>	<u>Commission</u>
Private Passenger Automobile-Limited	12%

By signing this addendum I acknowledge that I have been explained the limited policy and its different coverages.

TERRITORY:

Producer shall solicit business for Vision only in the State of Texas.

Sign Here 

Date signed: _____

(Signature of Guarantor)

(Printed Name of Guarantor)

Vision Insurance
1800 Lee Trevino, Suite 201 P.O. Box 370368
El Paso, Texas 79937
(877) 987-7466
Fax: (800) 705 5542
www.visionmga.net

Authorization Agreement for Direct Deposit

I (we) hereby authorize Vision, and its subsidiaries, hereinafter called COMPANY to initiate monthly deposits from my (our) checking account, identified below, for payment of commission on premium for insurance policies issued by me (us) for the COMPANY, and any renewals thereof, and to initiate credit entries to my (our) account in order to correct any erroneous deductions or provide a refund of premium. I (we) authorize the financial institution named below as the DEPOSITORY to accept and post entries to my account.

AGENT INFORMATION

Agency Name: _____ Agent #: _____

BANK INFORMATION

Name(s) on Account: _____

Name of Financial Institution: _____

Branch Address of Financial Institution: _____

Routing / Transit / ABA #: _____

Account #: _____

This authorization will remain in effect until I (we) provide written notice to COMPANY and DEPOSITORY of its termination in such time and such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Signed X _____ Date _____

Signed X _____ Date _____

TO ENSURE ACCURACY, PLEASE ATTACH A SAMPLE CHECK MARKED "VOID".

VISION INSURANCE

P.O. Box 370368

El Paso, Texas 79937

Phone: (877) 987-7466

Fax: (800) 705-5542



Authorization Agreement for Direct Payments

I (we) hereby authorize Vision Insurance, and its subsidiaries, hereinafter called COMPANY to initiate monthly deductions from my (our) checking account, identified below, for payment of premium on the insurance policies issued by me (us) for the COMPANY, and any renewals thereof, and to initiate credit entries to my (our) account in order to correct any erroneous deductions or provide a refund of premium. I (we) authorize the financial institution named below as the DEPOSITORY to accept and post entries to my account.

I (we) understand that this authorization allows COMPANY to adjust the monthly deductions to reflect any premium changes and policy renewals. Agent agrees that a direct bank payment returned to the COMPANY unpaid will incur a \$25 fee per transaction.

Agent Information

Agency Name: _____ Agent #: _____

Bank Information

Name (s) on Account: _____

Name of Financial Institution: _____

Branch Address of Financial Institution: _____

Account Type : Checking Savings

Routing / Transit /ABA #: _____ Account #: _____

Email for Draft and Deposit Notification: _____

Please check here if you want us to use this account for **DIRECT DEPOSIT** of you Commission check. (If not please use separate form for Direct Deposit.)

This authorization will remain in effect until I (we) provide written notice To COMPANY and DEPOSITORY of its termination in such time and such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Signed x _____ Date _____

TO ENSURE ACCURACY, PLEASE ATTACH A SAMPLE CHECK MARKED "VOID"

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
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or								
Employer identification number								
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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

