



AGENCY CONTRACT APPLICATION

The Administrative Company, Seven Corners, Inc. (The "Company"),
and the Undersigned Applicant (The "Agent")

IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS SET FORTH HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE COMPANY AND THE AGENT HEREBY AGREE AS FOLLOWS:

1. Appointment and Independent Contractor Relationship

- A. The Company hereby appoints the Agent, as its non-exclusive agent, to produce applications on behalf of the Company for approved products.
- B. In providing services under this Contract, the Agent will act as the Company's independent contractor. The Agent will not be the Company's employee or partner. Nothing contained in this Contract will create, or be construed as creating, the relationship of employer and employee, partner, joint venturer, or of franchisor and franchisee between the Company and the Agent or between the Company and any employee of the Agent. Neither party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of, or on behalf of the other party except as expressly set forth in this Contract.

2. Agent Authority

- A. The Agent is authorized to solicit applications for the Products, provided that such authorization is limited to those states or territories where the Company is authorized to do business, and subject to the Agent's compliance with all applicable laws, ordinances, codes, regulations, and licensing requirements at the time of solicitation, and to the terms and conditions set forth in this Contract.
- B. In connection with the production of applications covered by this Contract, the Agent is authorized to receive checks made payable to the Company. The Agent may request written authorization from the Company to accept a check made payable to a person other than the Company. Such written consent may be provided by the Company in its sole and absolute discretion. Under no circumstance is the Agent permitted to accept any check for an amount in excess of \$5,000 that is not made payable to the Company.
- C. To market the Products, the Agent may only use the Approved Material. "Approved Material" means any material in any medium (print, electronic, or otherwise) for publication or distribution, advertisement, circular, statement, product illustration, or any other material provided by the Company to the Agent related to the Products and designated by the Company as an approved marketing material. The Agent may not alter any Approved Material without the prior written approval of the Company, which the Company may grant or deny in its sole and absolute discretion. The Company retains exclusive ownership of the Approved Material, and any Approved Material in the Agent's possession shall immediately be returned upon the Company's request.
- D. The Agent is free to exercise personal judgment as to the time and manner of performing services authorized under this Contract, subject to compliance with all applicable laws, ordinances, codes, and regulations and such rules of professional business conduct as the Company may adopt. Notwithstanding the foregoing, the Agent specifically agrees that: (1) the Agent will not use high-pressure sales tactics; (2) the Agent will not misrepresent any benefit, condition or limitation of a Product; (3) the Agent will comply with applicable requirements of all federal, state, and local laws, ordinances, codes, and regulations, including, but not limited to, insurance and consumer laws; (4) the Agent will disclose all Product conditions, exclusions, and limitations to clients; (5) the Agent will not advise an applicant to omit information that is responsive to any question on an application for a Product; and (6) the Agent will not alter or amend any answer given by an applicant on an application for a Product.
- E. The Agent has no authority to make, alter, modify, or discharge any Product, policy, application or contract; extend any provision thereof; extend the time for payments; waive any forfeiture; deliver any individual Product, policy or contract unless the proposed covered person thereunder is at the time in good health and insurable condition; incur any debts or expenses for which the Company may be liable; receive any money for the Company except as

authorized under Section 2(B) or by the Company in writing; withhold or convert to the Agent's own use or for the benefit of any third party any moneys, securities, policies or receipts belonging to the Company; or accept payments in other than the currency of the United States of America.

- F. The Agent must promptly submit to the Company any application for a Product.
- G. If the Agent exceeds the authority granted by the Company pursuant to this Contract, or fails to abide by the authority limitations set forth in this Contract, and such act or omission results in loss to the Company, the Agent will defend and indemnify the Company for such loss, including the costs and attorneys' fees associated with such loss.

3. Proprietary Marks

- A. Agent acknowledges that the Company is the owner of all right, title and interest in and to the Company's proprietary marks including, without limitation, SEVEN CORNERS, ROUNDTRIP, LIAISON, COVERAGE THAT MAKES IT THROUGH CUSTOMS, YOUR INSURANCE MAY HAVE SHIFTED DURING FLIGHT, INBOUND, RESIDE, WANDER, BORDERCROSS and WELLABROAD, and the goodwill associated with and symbolized by them (collectively, the "Marks"). Except for the limited license granted herein, Agent will have no claim of any right, title or interest in and to the Marks.
- B. The Company grants Agent a limited license in the Marks for the sole purpose of marketing the Products. Agent agrees that the nature and quality of all services rendered by Agent in connection with the Marks will conform to standards set by and be under the control of the Company. Agent also agrees to cooperate with the Company in facilitating the Company's control of the quality of services rendered, to permit reasonable access for inspection of Agent's operation, and to supply the Company with specimens of all uses of the Marks upon request.
- C. The right to use the Marks granted to the Agent is non-exclusive, and the Company has the absolute right to, among other things, (i) use the Marks in connection with selling products and services and (ii) grant other licenses for the Marks.
- D. Unless authorized by Company in writing, Agent may not use any of the Marks as a legal, corporate, or domain name. If Agent desires to use the Marks in any manner not authorized by this Contract, the Agent must disclose such proposed use to Company for approval and may not use the Marks until Company, in its sole and absolute discretion, approves of such proposed use in writing.

4. Agent Compensation

- A. As full compensation for services performed under this Contract, the Company will pay the Agent commissions at the rates specified in the Commission Schedule(s) which will be provided to you upon receipt of the completed Agency Contract Application. The commissions will be based on actual premiums paid on Agent Originated Policies. "Agent Originated Policies" means policies issued by the Company on applications submitted by the Agent prior to the termination of this Contract. Payment of commissions shall be subject to the Agent's satisfaction of all the terms and conditions set forth in this Contract.
- B. The Agent may not deduct or retain commissions from any gross payments, premiums, or other moneys received or collected on behalf of the Company without the written consent of the Company.
- C. The Company will pay the Agent any commissions to which the Agent is entitled under this Contract after the later to occur of: (a) the due date of the payment, or (b) receipt of the payment in cash, credit or credit card by the Company at its notice address.
- D. The Agent will be paid a commission on account of a Product only for so long as (1) the Agent is designated as "Agent of Record" by the participating employer or policyholder on the date payment is received by the Company, and (2) the Agent is servicing the client in a manner satisfactory to the Company.
- E. No commissions will be payable to the Agent on account of waived payments or payments refunded for any reason except under an experience rating agreement. If the Agent receives commissions for payments that are subsequently refunded or waived, the Agent will promptly return such commission to the Company upon notice from the Company. Any portion of the commission that remains unpaid will constitute indebtedness of the Agent to the Company and the Company may deduct such indebtedness from future commission payments as set forth in Section 6(E).

- F. The Agent will not receive additional compensation or reimbursement for expenses incurred performing services under this Contract.
- G. If the Agent is a natural person and this Contract terminates due to the death of the Agent, all unpaid commissions due to the Agent under this Contract will be paid to the beneficiary designated on the Agency Contract Application, or, if no beneficiary is designated, the executor or administrator of the Agent's estate.
- H. If the Agent is a corporation, partnership, or other entity and this Contract terminates because of the voluntary or involuntary dissolution of the Agent, the Company will not pay any further commissions to the Agent after the date of dissolution.
- I. The Company has the right to change or withdraw Products, introduce new Products, or change Commission Schedules by notifying the Agent in writing of such changes. A Commission Schedule may be amended by written notice to the Agent. The amendment shall take effect thirty (30) days after delivery of the notice. No such amendment shall affect commissions payable with respect to any Product sold prior to the effective date of such amendment, but all renewals will be subject to the revised Commission Schedule.

5. Termination

- A. This Contract may be terminated, without cause and without any fees, charges, or penalties, by either party upon thirty (30) days written notice to the other party. The Company may, in its sole and absolute discretion, terminate this Contract for cause, which include the following:
 - 1. The breach by the Agent of any covenant, provision, representation, or warranty set forth in this Contract upon notice by the Company to the Agent of such breach, and the Agent's failure to correct such breach within ten (10) days after such notice;
 - 2. The failure by the Agent to perform any obligation imposed upon it by this Contract within a period of ten (10) days after notice by the Company to the Agent; and/or,
 - 3. The violation by the Agent of the Company's trademarks or intellectual property rights.
- B. If the Agent is a natural person, this Contract will immediately terminate upon death of the Agent. If the Agent is a corporation, partnership, or other entity, the death of any owner will not terminate this Contract, provided that the surviving owners are validly licensed and appointed to represent the Company.
- C. If the Agent is a corporation, partnership, or other entity, this Contract will immediately terminate upon the voluntary or involuntary dissolution of the Agent or the disqualification of the Agent to do business under applicable state laws.
- D. This Contract will immediately terminate upon the insolvency of the Agent, the Agent filing a petition for bankruptcy or the initiation of involuntary bankruptcy proceedings against the Agent.
- E. This Contract will immediately terminate if the Agent's license is revoked, suspended, terminated, or is not renewed.
- F. This Contract will immediately terminate if the Agent fails to submit an application for an approved Product to the Company in any twenty-four (24) month period.
- G. This Contract will immediately terminate if any action is initiated against the Agent alleging violation of any federal, state, and local laws, ordinances, codes, and regulations, or if any action taken or sanctioned by the Agent, without prior knowledge and approval of the Company, results in the cancellation or surrender of Products issued by the Company.
- H. Upon termination of this Contract, the Agent must immediately pay all sums due to the Company. If this Contract is terminated pursuant to Sections 5 (A), 5(E), or 5(G), no commissions will be due to the Agent after the date of such termination.
- I. Upon termination of this Contract, Agent must (i) immediately cease using in any manner whatsoever, the Marks, any trade secrets, or confidential information of Company, (ii) immediately cease soliciting prospective clients, and (iii) immediately cease using all web sites, signs, advertising materials, displays, stationary, or any other articles that incorporate the Marks.

6. General Provisions

- A. Cooperation. The Agent will cooperate with the Company concerning any investigations arising from claims adjudication or otherwise.

- B. Confidential Information. The Agent acknowledges that, during the course of performance under this Contract, the Agent may have access to the Company's confidential/proprietary information, including, but not limited to, confidential information which relates to the Company's business operations, marketing strategies, promotional materials, trade secrets, technology, commission structure, pricing, underwriting and the terms of this Contract (collectively, the "Confidential Information"). The Agent agrees to maintain in confidence and not to copy, disclose, or distribute any of the Company's Confidential Information, or any part thereof, without the prior written consent of the Company. The obligations of confidentiality shall not extend to information publicly or generally available or known to the public, lawfully disclosed to the recipient by a third party, or independently developed by the Agent.
- C. Records and Supplies. All records maintained by the Agent hereunder and all books, rate manuals, forms and other supplies furnished to the Agent by the Company, including all Confidential Information, will remain the property of the Company and must be returned to the Company promptly following termination of this Contract.
- D. Underwriting. The Company reserves the right, at its sole and absolute discretion, to decline any application for coverage, to refuse to renew any coverage, to withdraw any Product, or to return directly to covered persons or applicants any payments submitted to the Company. The Agent expressly waives any right to contest an underwriting decision by the Company, and the Agent expressly waives any liability against the Company for an underwriting decision.
- E. Indebtedness.
1. Any amount owed by the Agent to the Company for any reason shall constitute indebtedness of the Agent to the Company (the "Indebtedness").
 2. The records of the Company concerning the Indebtedness are deemed prima facie evidence of the existence and authenticity of the Indebtedness. The Indebtedness is due and payable to the Company upon demand.
 3. The Agent will be responsible for any costs, including reasonable attorney fees, interest and other collection expenses, incurred by the Company in connection with the Indebtedness. Such costs are payable upon demand.
 4. The Agent authorizes the Company to offset the Indebtedness against any sums due or becoming due to the Agent. The Agent hereby grants to the Company a first priority lien in all commissions becoming due under this Contract to secure the Indebtedness, and authorizes the Company to file any financial statement it deems necessary to perfect its security interest.
- F. Assignment. The Agent will not assign or otherwise dispose of this Contract or its right, title or interest therein, or any part thereof, to any individual, partnership, or corporation, or other entity or person without the prior written consent of the Company in its sole and absolute discretion. The Company shall have the right to assign or otherwise dispose of this Contract or its right, title, or interest therein, or any part thereof, to any individual, partnership, or corporation or other entity or person without the prior written consent of the Agent.
- G. Amendment. Except for the Company's rights in Section 4(I), this Contract may be amended only by a writing signed by duly authorized representatives of both parties.
- H. Indemnification. The Agent hereby agrees to defend, indemnify, and hold harmless the Company and its agents, affiliates, officers, directors, shareholders and employees (collectively, "Indemnified Parties") from and against any losses, claims, damages, expenses, or liabilities, joint or several, to which the Indemnified Parties may become subject insofar as such losses, claims, damages, expenses, or liabilities (or actions in respect thereof) arise out of or are based upon or relate to the actions or omissions of the Agent and/or the Agent's Sub-Producer(s), whether negligent or intentional. The Agent will pay the Indemnified Parties for any legal or other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such loss, claim, damage, expense, liability, or action.
- I. Errors and Omissions Coverage. The Agent shall maintain at all times that this Contract is, in effect, an Errors and Omissions policy. The Agent's Errors and Omissions policy must expressly list the Company as an additional insured. The Agent is solely responsible for determining whether additional coverage is required to protect the Agent. Upon request from the Company, the Agent shall deliver certificates of insurance on a form acceptable to the Company. Each policy of insurance shall contain a clause that provides thirty (30) days advance written notice to the Company in the event of cancellation or expiration of the policy or of any change in the policy of any nature.
- J. Legal Papers. Within twenty-four (24) hours after the Agent is served with any paper in connection with any legal proceeding that involves or potentially involves the Company, the Agent must transmit the same to the Company

by overnight mail. The Agent must reimburse the Company for any loss or expense to the Company caused by the Agent's failure to comply with this provision.

- K. Notice. Unless otherwise specified in this Contract, any notice, request or other communication to be given by either party under this Contract must be in writing and delivered in person or sent by (1) registered or certified mail, postage prepaid, with return receipt requested or (2) an overnight courier guaranteeing overnight delivery to the Company at 303 Congressional Boulevard, Carmel, Indiana 46032 Attn: President or Marketing Vice-President, and to the Agent at the last known address appearing in the Company's records. Notice will be deemed delivered on receipt if delivered by hand or on the third business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.
- L. Governing Law. This Contract and the validity, construction, effect, and enforcement hereof and the obligations, rights, and remedies of the parties under this Contract shall be construed, governed, and enforced in accordance with the laws of the State of Indiana, without regard to conflicts of law principles.
- M. Jurisdiction. The Agent expressly agrees to be subject to the exclusive jurisdiction of the state and federal courts of Indiana regardless of Agent's legal domicile, the place of the transaction, or the principal place of business of the Agent. The Agent further agrees that any action will be venued in the circuit or superior court of Hamilton County in the state of Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division, and the Agent agrees to waive its rights to a change of judge or removal.
- N. Attorneys' Fees. In the event that any legal proceeding is brought by or against the Company in connection with this Contract and the Company prevails in any such legal proceeding, the Company will be reimbursed by the Agent for reasonable attorneys' fees and costs incurred in connection with such proceeding. Such attorneys' fees and costs are payable upon demand.
- O. Remedies. No remedy herein conferred upon or reserved to the Company is intended to be or shall be exclusive of any other remedy, but every remedy herein provided shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, or by statute. Every such right and remedy may be exercised from time to time and as often as may be deemed expedient. No delay or omission by Company to exercise any such right or remedy shall be construed to be a waiver thereof or an acquiescence therein.
- P. DISCLAIMER AND LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, WHETHER BASED ON A THEORY OF TORT, CONTRACT, EQUITY, OR ANY OTHER LEGAL THEORY, WILL THE COMPANY BE LIABLE TO THE AGENT FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS OR LOSS OF BUSINESS, ARISING OUT OF THIS CONTRACT OR RELATING TO AGENT'S RELATIONSHIPS AND/OR CONTRACTS WITH ANY SUB-AGENTS. This limitation of liability applies regardless of whether the Company had reason to know, or in fact knew of the possibility of any damages. The maximum liability of the Company is limited to an amount not to exceed the amount the Company paid to the Agent in commissions under this Contract in the immediate six (6) months preceding the date any alleged damage occurred.
- Q. Severability of Provisions. Each provision of this Contract shall be considered separable and if for any reason any provision is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect the remaining provisions of this Contract.
- R. Entire Agreement. Except for "Single Case Agreements" for commissions on group and/or individual policies, and any contracts, agreements, and amendments executed by the parties subsequent to the Effective Date, this Contract, including the Agency Contract Application and licensing material and all exhibits attached hereto, sets forth all (and is intended by all parties to be an integration of all) of the representations, promises, agreements, and understandings among the parties to this Contract with respect to the relationship between the parties.

7. Effective Date

This Contract will be effective after it has been signed by the Company and the Agent has provided satisfactory evidence to the Company that the Agent is licensed to sell the Company's products in the state or territory where the Agent proposes to do business.

The Agent represents by signing this Contract in Section 3 that the Agent has read and fully understands the terms of the Contract.

REFERENCE ONLY