## PRODUCER PROFILE

### I. Agency Information

| Agency Name: |  |
|--------------------------------------------------|
| Agency Street Address: |  |
| |  |
| (City) | (State) | (Zip) |

**Mailing Address:** *(if different from above)*

|  |  |
|-------------------------------|
| (City) | (State) | (Zip) |

**PHONE:** _____________________________  **FAX:** _____________________________

**EMAIL ADDRESS:** _____________________________  **Website:** _____________________________

**Corporation** ☐  **Partnership** ☐  **Individual** ☐  **Tax Payer ID** _____________________________

### II. Branch Information  *(List any branches authorized to submit business under this agreement)*

<table>
<thead>
<tr>
<th>Branch Name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch Name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Branch Name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
</tbody>
</table>

### III. Accounting Contact

<table>
<thead>
<tr>
<th>Accounting Contact:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Phone:</td>
<td></td>
</tr>
<tr>
<td>Accounting Fax:</td>
<td></td>
</tr>
<tr>
<td>Accounting Email:</td>
<td></td>
</tr>
</tbody>
</table>

*Please email this completed document along with your executed producer agreement, your E&O and your resident state licenses to NewProducers@NBIS.com*
PRODUCER AGREEMENT

Producer Code Number:  

(NBIS CTIS use only)  

Effective Date  

NBIS CONSTRUCTION & TRANSPORT INSURANCE SERVICES, INC. (hereinafter "NBIS CTIS") a Delaware corporation, agrees with:

Agency Name:  

Address:  

City, State and Zip:  

Telephone/Fax:  

(Hereinafter PRODUCER), as follows (the “Agreement”):

Whereas NBIS CTIS underwrites and services risks of insurance as a Managing General Underwriter on behalf of several insurers (“Insurer”) with underwriting offices in Chicago, Illinois and Atlanta, Georgia; and

Whereas PRODUCER is an independent producer selling and servicing various insurance products to individuals and entities seeking insurance (hereinafter "POLICYHOLDER(S)"), and PRODUCER desires to place contracts of insurance for such Policyholders named in such contracts of insurance, and desires to utilize generally the underwriting and servicing facilities, knowledge and services of NBIS CTIS.

Now, therefore, in consideration of the mutual promises herein expressed, the parties agree as follows:

A. NBIS CTIS and PRODUCER mutually agree that the interests of the parties are best served when PRODUCER is an independent contractor for all purposes. Nothing in this Agreement shall be construed to create the relation of employer and employee or principal and agent between NBIS CTIS and PRODUCER.

B. PRODUCER agrees that without prior written consent of NBIS CTIS, PRODUCER has no authority (including risks from the underwriting manuals quick rater or rate books given to PRODUCER by NBIS CTIS):

   (i) To bind or to cause to have bound any coverage on any risk or insured on behalf of NBIS CTIS or an Insurer or to issue or cause to be issued any binder, policy, endorsement, certificate or other evidence of coverage on behalf of NBIS CTIS or Insurer that alters or amends coverage; or

   (ii) To waive or extend any conditions of a policy or application or to make, vary or discharge any policy or contract; or

   (iii) To make representations on behalf of NBIS CTIS or Insurer, including representations regarding the application of coverage to specific situations; or

   (iv) To extend the time for payment of premium or any other amounts due; or

   (v) To incur any liability on behalf of NBIS CTIS or Insurer; or

   (vi) To act in any way as an agent of NBIS CTIS or Insurer.

C. PRODUCER agrees that all supplies including the underwriting manuals quote rater or rate books and advertising materials including all leads from NBIS CTIS furnished by NBIS CTIS or Insurer shall remain the property of NBIS CTIS or Insurer and shall be returned upon demand or upon the termination of this Agreement. (See also paragraph CC). The parties agree that the Insured retains the right to select its Broker and Carrier for placement of all insurance policies.

D. PRODUCER agrees that all quote and binding authority remains with NBIS CTIS or the Insurer, as the case may be. PRODUCER has no authority to quote or bind any insured based upon the underwriting manuals quick rater or rate book information. PRODUCER agrees to secure such information, documentation, payment and any other items necessary for NBIS CTIS or the Insurer to underwrite and price quotes which PRODUCER shall provide to each POLICYHOLDER as the agent of the POLICYHOLDER. PRODUCER agrees to properly and accurately obtain, assemble and assess information provided by POLICYHOLDERS and to ensure that the terms and conditions of any policy proposed by NBIS CTIS shall be sufficient to meet the POLICYHOLDER’S insurance needs. NBIS CTIS’s sole responsibility shall be to utilize reasonable commercial efforts to provide such insurance products and services as PRODUCER deems appropriate under all circumstances to
POLICYHOLDERS. NBIS CTIS expressly assumes no obligation to POLICYHOLDERS or PRODUCER in regard to the amount, adequacy or form of insurance products or services provided hereunder.

E. This Agreement does not appoint PRODUCER as the agent or the legal representative of NBIS CTIS or Insurer, or NBIS CTIS or Insurer as the agent or legal representative of PRODUCER, for any purpose whatsoever. PRODUCER is not being granted any express or implied right or authority by NBIS CTIS or Insurer to assume or to create any obligation or responsibility on behalf of or in the name of NBIS CTIS or Insurer, or to bind NBIS CTIS or Insurer in any manner or thing whatsoever, other than as specifically stated in this Agreement.

F. PRODUCER agrees to keep complete records and accounts of all such transactions. At the request of and upon reasonable notice by NBIS CTIS, PRODUCER shall permit NBIS CTIS to inspect or audit all such records and accounts wherever they may be located.

G. If at any time it is determined that PRODUCER has not properly accounted for and paid all premiums owed to NBIS CTIS, and PRODUCER does not correct the problem within five (5) business days following notice from NBIS CTIS, ownership of the records and expirations and renewals shall vest in NBIS CTIS and NBIS CTIS shall have the sole right to use and control them to the extent of PRODUCER’s obligations to NBIS CTIS or Insurer, unless PRODUCER provides other security acceptable to NBIS CTIS or Insurer unless disputed and not resolved. The provisions of this paragraph are not an exclusive remedy and NBIS CTIS shall be entitled to seek any other remedies at law or equity for PRODUCER’s failure to comply with this paragraph.

H. As compensation for the services to be provided herein, PRODUCER shall be entitled to a percentage of premiums generated (commissions) from insurance products and services provided hereunder at the rate agreed upon by PRODUCER and NBIS CTIS. All commissions will be listed in the quote from NBIS CTIS and no changes may be made to quote without the prior express written permission of NBIS CTIS. PRODUCER assumes full responsibility for and agrees to repay to POLICYHOLDER or POLICYHOLDER's authorized agent that portion of return premium representing PRODUCER’s commissions resulting from cancellations of policies either by the POLICYHOLDER, the POLICYHOLDER’s authorized agent, NBIS CTIS or Insurer, or resulting from premium adjustments, whether by audit or otherwise directed by NBIS CTIS or Insurer. Upon the failure of PRODUCER to make any such repayment upon request of NBIS CTIS, PRODUCER authorizes NBIS CTIS to make the repayment and recoup any such payment or payments from any other funds owed by NBIS CTIS to PRODUCER. In the event of a deficiency in such payments, PRODUCER shall be liable to NBIS CTIS for the full amount of said deficiency.

I. Nothing in this Agreement shall be construed as limiting or restricting the right of NBIS CTIS or Insurer to cancel any binder, policy or contract of insurance issued or bound under this Agreement in accordance with the cancellation provisions of such binder, policy or contract or applicable law. There shall be no flat cancellations of any kind without prior written approval of NBIS CTIS and Insurer. PRODUCER shall not be entitled to any credit for flat cancellations unless agreed in writing by NBIS CTIS and Insurer.

J. PAYMENT FOR POLICIES. For any policy issued by an insurance carrier, full payment of the premium, taxes and any applicable surcharges or fees on or with respect to insurance bound or written hereunder, net of PRODUCER’s commission and net of any applicable surplus lines taxes or fees to be remitted to the appropriate tax authority by PRODUCER, shall be made by PRODUCER to NBIS CTIS not more than ten (10) days following the binding date of the subject policy premium, regardless of whether the policy has been issued and regardless of whether the premium, taxes or fees have been collected from the POLICYHOLDER. Full payment of the premium, taxes and any applicable surcharges or fees on or with respect to any and all policy endorsements bound or written hereunder, net of PRODUCER’s commission and any applicable surplus lines taxes or fees, shall be made by PRODUCER to NBIS CTIS not more than ten (10) days following the invoice date of the subject endorsement premium, regardless of whether the endorsement has been issued and regardless of whether such has been collected from the POLICYHOLDER. Full payment of the premium due as additional premium, taxes and any applicable surcharges or fees resulting from an audit on insurance bound or written hereunder, net of PRODUCER’s additional commission or any applicable surplus lines taxes or fees to be remitted by PRODUCER, shall be made by PRODUCER to NBIS CTIS not more than ten (10) days following the invoice date of the subject audit premium, taxes and any applicable surcharges or fees.

K. PRODUCER accepts full and complete responsibility for the collection of premium, taxes and any applicable surcharges or fees. Prior to remitting such monies to NBIS CTIS or any surplus lines taxes or fees to the appropriate tax authority, PRODUCER shall hold all such monies received by PRODUCER in a fiduciary capacity, in a segregated premium trust account. Further, PRODUCER shall account for and hold such funds in accordance with applicable state laws and regulations, and PRODUCER shall in no case use such monies for any purpose other than the payment of the premium, taxes or fees due to NBIS CTIS or Insurer, or the withdrawal of commissions due PRODUCER. PRODUCER shall provide evidence to NBIS CTIS of its compliance with the foregoing premium trust fund requirements on request by NBIS CTIS or Insurer. PRODUCER shall be liable for all earned premium (whether minimum, deposit, audit, annual, minimum earned or endorsement premiums), fees and other monies due on any business under this Agreement.

L. NBIS CTIS hereby expressly authorizes PRODUCER to deposit in banks insured by the F.D.I.C. and in savings and loan associations insured by the F.S.L.I.C., including investments in certificates of deposit or savings accounts, any and all premiums, taxes, fees and other monies collected by PRODUCER for and on behalf of NBIS CTIS or Insurer. The interest, if any, which accrues on said funds shall be the property of PRODUCER.

M. Failure by PRODUCER to remit monies due NBIS CTIS as required by this Agreement and law shall be cause for NBIS CTIS to immediately initiate policy cancellation proceedings on behalf of Insurer, subject to applicable state laws and regulations. Reinstatement upon subsequent payment by PRODUCER of the premiums and other monies due shall be at the Insurer’s sole discretion. PRODUCER shall forfeit all rights, whether in law or equity, to any and all commissions if NBIS CTIS is required to make, or makes, direct collection thereof from PRODUCER or the POLICYHOLDER; provided, however, that such forfeiture shall not relieve PRODUCER of any duties, obligations or liabilities under law or this Agreement.
N. **PRODUCER** shall immediately forward (within 12 hours) all claims, suits and notices of loss in a written notice to **NBIS CTIS**, and cooperate fully with the Insurer and its agents to facilitate the investigation, adjustment, settlement and payment of any claim when and as reasonably requested. **PRODUCER** shall use its best efforts to assist **NBIS CTIS** and Insurer in the collection of any deductible due from the POLICYHOLDERS if so requested by the Insurer. This provision shall survive the termination of this Agreement.

O. **PRODUCER** shall not insert any advertisement referring to **NBIS CTIS** or to Insurer or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement referring to **NBIS CTIS** or Insurer without the express written consent of **NBIS CTIS** or the Insurer. Any such approved advertising shall also be subject to all applicable state laws and regulations, which shall be the responsibility of **PRODUCER** notwithstanding any approval of **NBIS CTIS** or Insurer. In the event **NBIS CTIS** or Insurer shall be subjected to loss or expense arising out of any unauthorized or illegal advertisement, publication or statement of **PRODUCER** or its subproducers, **PRODUCER** shall be liable for all resulting damages and costs, including attorneys’ fees and costs.

P. This Agreement supersedes all agreements existing between **NBIS CTIS** and **PRODUCER** and shall be applicable to all business placed by **PRODUCER** with **NBIS CTIS** or Insurer on or after the effective date of this Agreement.

Q. **PRODUCER** agrees to forward to **NBIS CTIS** full and complete annual financial statements of **PRODUCER** upon request by **NBIS CTIS**. **NBIS CTIS** agrees to maintain **PRODUCER**’s financial information in a confidential manner.

R. Each party (“1st Party”) hereby agrees to indemnify and hold harmless the other party (“2nd Party”), its officers, directors, employees, and principals, from and against any and all liabilities, losses, damages, claims, and expenses (including attorneys’ fees and costs) sustained or incurred by or imposed upon the 2nd Party in any manner resulting from or arising out of any breach of this Agreement, willful or negligent acts or omissions, or violation of applicable law, regulation or contract by the 1st Party or any employee or agent of the 1st Party (including, in the case of **PRODUCER**’, its subproducers or any other person for whom the 1st Party may be responsible. Such indemnification and hold harmless shall include all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses (including attorneys’ fees and costs) incident to the foregoing. This provision shall survive the termination of this Agreement.

S. If **PRODUCER** fails to perform the duties required of **PRODUCER** under this Agreement (including **PRODUCER**’s duty to collect and remit all forms of premiums, fees and other monies), and **NBIS CTIS** finds it necessary to perform such duties, the **PRODUCER** shall indemnify and reimburse **NBIS CTIS** for all costs and expenses (including reasonable attorneys’ fees) incurred by **NBIS CTIS** as a result.

T. **PRODUCER** and **NBIS CTIS** agree to maintain while this Agreement is in effect, professional errors and omissions insurance with minimum limits of one million dollars ($1,000,000.00) per occurrence from an insurer with an A.M. Best rating of A or above. **PRODUCER** shall provide to **NBIS CTIS** copies of any such policies, or if agreed by **NBIS CTIS**, certificates of insurance evidencing such coverage. **PRODUCER** agrees to give, or if requested by **NBIS CTIS** to cause its insurer to give, thirty (30) days’ prior written notice to **NBIS CTIS** in the event of the cancellation, non-renewal, or reduction in the limits of, or material restriction in the coverage provided by, such professional errors and omissions insurance.

U. **PRODUCER** shall make no claim or bring any action against **NBIS CTIS** except for claims or actions arising out of the reckless conduct or willful misconduct of **NBIS CTIS**.

V. **PRODUCER** warrants that **PRODUCER** and its subproducers are properly licensed as insurance agents/brokers by the appropriate state insurance regulatory authority for all states for which **PRODUCER** is submitting and/or producing policies of insurance with **NBIS CTIS** under this Agreement, and agrees to notify **NBIS CTIS** immediately if **PRODUCER** shall fail to renew any such license or if for any reason any such license is revoked, suspended or cancelled. **PRODUCER** shall submit a copy of the appropriate license for each state for which **PRODUCER** submits business to **NBIS CTIS**, or other evidence acceptable to **NBIS CTIS**, certified by insurance regulatory authorities.

W. **PRODUCER** agrees to perform **PRODUCER**’s duties and obligations under this Agreement in compliance with applicable federal statutes and regulations and the statutes and regulations of the states in which the business subject to this Agreement is written or in which the business is located or conducted. **PRODUCER** further agrees to be responsible for the filing of all required documents with the appropriate insurance regulatory authorities and to remit all applicable surplus lines premium taxes to the appropriate state tax authority, both as may be required by law to be filed by **PRODUCER**, if any.

X. The parties have negotiated the terms of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any person.

Y. The forbearance, neglect or failure by **NBIS CTIS** to enforce any or all of the provisions of this Agreement or to insist upon strict compliance by **PRODUCER** shall not be construed as a waiver of any rights or privileges of **NBIS CTIS**. **NBIS CTIS**’s waiver of a past act or circumstance shall not constitute or be a course of conduct or waiver of any subsequent action or circumstance. In the event that any provision of this Agreement is determined by a court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement, and the provision deemed invalid or unenforceable shall be deemed modified to the minimum extent necessary to render it valid and enforceable under applicable law.

Z. This Agreement may be terminated for any reason upon ten (10) days prior written notice by either party to the other party. This Agreement may be terminated immediately by **NBIS CTIS** if the **PRODUCER** fails to perform its duties under this Agreement or if the **PRODUCER** breaches any material term of this Agreement. Following termination, unless **NBIS CTIS** directs otherwise, **PRODUCER** shall
complete the collection of premiums, fees and other monies due to NBIS CTIS or Insurer. PRODUCER shall also account to NBIS CTIS for all premiums, fees, commissions and other transactions unaccounted for on the date of termination, or arising thereafter with respect to outstanding insurance. PRODUCER shall continue to provide usual and customary services regarding the business which is the subject of this Agreement. There shall be no abandonment to NBIS CTIS of any duty, obligation or responsibility of PRODUCER.

AA. Any action to enforce this Agreement shall be brought and heard in a court located in Cobb County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division, and each party hereby waives any right to claim that such a forum is improper or inconvenient for any reason, and agrees to submit to the jurisdiction of the court in Cobb County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. This Agreement shall be interpreted under the laws of the State of Georgia, excluding any provision of Georgia law that otherwise would require or allow application of the substantive or procedural law of another jurisdiction.

BB. PRODUCER hereby acknowledges that policyholders covered by a surplus lines carrier, which may be an Insurer under this Agreement, are not covered by state insurance guaranty funds in the event of insolvency. PRODUCER further acknowledges that it has reviewed the form of policy issued by the Insurer and understands the restrictions and limitations on the coverage provided thereby. PRODUCER represents and warrants to NBIS and Insurer that PRODUCER will provide, or cause its sub-producers to provide, appropriate information to each policyholder concerning the terms, conditions and restrictions of policies issued by any Insurer, whether that Insurer is an admitted or surplus lines carrier, and concerning the other matters described in this paragraph.

CC. PRODUCER acknowledges that it will be granted access to certain non-public, proprietary and confidential information concerning NBIS CTIS. NBIS CTIS, the "Disclosing Party", is willing, on the terms and subject to the conditions set forth in this Agreement, to provide such information to and to permit PRODUCER to have access to certain Confidential Material, including the Risk Management Support System, leads on current and potential insureds, the quick rater and rate book, and underwriting manuals, all of which are proprietary systems, trade secrets, trademarked, service marked or copyrighted by NBIS CTIS.

NBIS desires to maintain the confidentiality of the Confidential Material and NBIS will make the Confidential Material available to PRODUCER only upon the terms and conditions set forth below. Confidential Material includes but is not limited to NBIS CTIS trade secrets.

PRODUCER agrees to accept the Confidential Material as follows:

1. PRODUCER will maintain Confidential Material in strict confidence using appropriate administrative, technical and physical safeguards to protect Confidential Material to prevent its unauthorized use or disclosure;
2. Not to use for any purpose, any portion of the Confidential Material except to market and sell NBIS policies of insurance;
3. PRODUCER will not, directly or indirectly, copy, reproduce, sell, assign, license, market, transfer or disclose any Confidential Material to any third party, without NBIS’s prior written consent.

Nothing in this Agreement is intended to grant any rights to PRODUCER under any patent, copyright, trademark, trade name or other proprietary right of NBIS CTIS, nor shall this Agreement grant PRODUCER any rights in or to Confidential Material of the Company except as expressly set forth herein.

In witness whereof, the parties hereto set their hands in signature this date:

______________________________

NBIS CTIS: NBIS CONSTRUCTION & TRANSPORT INSURANCE SERVICES, INC.

Signature: _____________________________________________

Name / Title: William C. Tepe, Chief Financial Officer

Federal Employer Identification Number of NBIS CTIS (F.E.I.N.) 36-4347239

AGENCY:

Signature: _____________________________________________

Name / Title: _____________________________________________

Federal Employer Identification Number of PRODUCER (F.E.I.N.)

Page 4 of 4

NBIS CTIS Producer Agreement – rev. Feb. 9, 2018