

SUPERIOR ACCESS INSURANCE SERVICES, INC.

ONLINE MEMBER SERVICES AGREEMENT

EFFECTIVE DATE: APRIL 12, 2012

IMPORTANT: THE TERMS AND CONDITIONS BELOW WILL GOVERN YOUR RELATIONSHIP WITH SUPERIOR ACCESS INSURANCE SERVICES, INC. ("SAIS") AND YOUR USE OF THE SAIS WEBSITE AND OTHER SERVICES. YOU ARE RESPONSIBLE FOR REVIEWING AND BEING FAMILIAR WITH THIS DOCUMENT AND THE TERMS OF SAIS' WEBSITE USE AND PRIVACY POLICY. ACCESS TO THE WEBSITE AND THE SERVICES ARE CONDITIONED UPON YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AND THE WEBSITE USE AND PRIVACY POLICY. YOU MAY ACCEPT BY CLICKING THE "I ACCEPT" BUTTON BELOW. PLEASE NOTE THAT ANY USE BY YOU OF THE WEBSITE OR SERVICES WILL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY MODIFICATION HERETO.

1. Services

Member is hereby designated as the entity set out in the Online Membership process. SAIS is hereby designated as Superior Access Insurance Services, Inc.

During the term of this Agreement, and subject to the terms provided herein, SAIS shall provide Member with access to one or more insurance companies, markets or underwriting facilities with whom SAIS has a contractual relationship ("SAIS Markets"). The information and services made available through SAIS and its website are collectively referred to herein as the "Services". SAIS does not recommend or endorse any SAIS Market, nor does SAIS assume any responsibility regarding the actions or representations of any SAIS Markets in connection with obtaining or providing quotes for insurance, or obtaining or issuing insurance policies. Member and SAIS Markets will each determine in their sole discretion whether or not to seek, obtain, or provide quotes or binders, or obtain or issue policies. SAIS may at any time, subject to notice as provided below, rescind the Member's authority to use the Services.

2. Eligibility

- Use of this Website and Services is limited to parties that may lawfully enter into and form contracts under applicable law. Members must register with SAIS and provide all requested information regarding Member prior to making any use of the Services. The specific eligibility requirements shall be set out in the Online Membership process on SAIS's Website. Failure to satisfy any of the eligibility requirements for a membership or provide any requested information may result in termination of this Agreement or suspension or restriction of your membership.
- SAIS reserves the right to refuse to accept any Member.
- Member must at all times maintain a valid agent/broker license for each state and each line of business in which it solicits insurance business from insureds or prospective insureds and each state selected by Member in the Online Membership Process on SAIS's Website and represents and warrants that it holds such license. A Member may not solicit or sell insurance business in any state

in which it is not licensed. Member represents that such license(s) are not limited by any condition or restriction imposed by any regulatory authority. Member must furnish proof of such licensing upon request by SAIS and promptly notify SAIS of any changes in license status for each state selected. **SAIS reserves the right to terminate, suspend or restrict your membership and this Agreement, and suspend the payment of commissions in the event your license(s) lapses or is cancelled, or You fail to provide evidence of a current unrestricted license. In the event your membership is suspended or restricted for failure to provide evidence of a current unrestricted license(s) you will continue to be charged a membership fee until SAIS receives such evidence or your membership is terminated.** Member agrees to comply with the laws of the states in which the insurance risk for which they are obtaining a quote is located, including without limitation, all laws regarding the license required to be held by persons in Member's organization that are utilizing the Services.

- Member agrees to maintain Errors & Omissions ("E&O") insurance covering Member's activities with limits of at least \$500,000 for property and casualty business written by Member and represents and warrants that it holds such insurance. An updated declarations page must be provided to SAIS on the anniversary date each year thereafter or at any time SAIS requests such information. In the event that Member's E&O insurance lapses or fails to remain in full force and effect, Member shall promptly notify SAIS and voluntarily cease use of the Services until such time that the Member's E&O coverage has been reinstated or placed in force. **SAIS reserves the right to terminate, suspend or restrict your membership and this Agreement, and suspend the payment of commissions in the event Member's Errors and Omissions insurance coverage lapses or is cancelled, or Member fails to provide evidence of such coverage at the request of SAIS. In the event your membership is suspended or restricted for failure to provide evidence of current Errors and Omissions insurance coverage you will continue to be charged a membership fee until SAIS receives such evidence or your membership is terminated.**
- Member has no authority to bind, make, alter, vary or discharge any insurance policy, extend the time for payment of premiums, waive or extend any policy obligation or condition, or incur any liability on behalf of SAIS or SAIS Markets. Member shall not use the name, logo, identifying mark, or trademark of SAIS or any SAIS Market without the prior written consent of SAIS or the SAIS Market

3. Membership Fees

- If Member is registered for a program in which a membership fee is charged, Member will be charged membership fees for Website access and fees for other services selected by Member in an amount set out in the Online Membership process or otherwise on SAIS's Website. Membership fees are fully earned and non-refundable upon receipt. In the event of termination of its membership, Member shall not be entitled to a refund of any membership fees paid. If this Agreement is terminated prior to the end of the term for which Member fees have been paid, Member shall not be entitled to a pro-rata refund of such fees.
- Member authorizes SAIS to debit Member's credit card or ACH account for the membership and other fees charged.
- Once you have chosen a membership plan, you may only convert to a different membership plan or revert back to a previously chosen membership plan one time in each 12 month period and will take effect on the next payment anniversary date or billing date.

4. Website Use and Privacy Policy and Other Notices from SAIS are Incorporated into this Agreement

The Website and Services may be used only to obtain insurance policy quotes in relation to the submission of an insurance policy application to SAIS, and may not be used for any other purpose.

Member shall review and comply with SAIS and the SAIS Markets' requirements as noticed from time to time, including without limitation the [Website Use](#) and [Privacy Policy](#), which is incorporated herein by reference. The authorization to use the Website and Services is at all times subject to guidelines or other instructions provided by SAIS. SAIS may make changes to this Agreement and the Website Use and Privacy Policy from time to time. Member is responsible for reviewing and complying with any changes to this Agreement and the Website Use and Privacy Policy. If at any time Member does not wish to accept a revised version of this Agreement or the Website Use and Privacy Policy, Member's sole remedy is to terminate this Agreement as provided in Section 9 below. If Member continues to use the Website and Services after such changes to the Agreement have been made, Member will be deemed to have accepted the terms of the revised Agreement and be bound by it.

5. Commissions; Charges; Payment and Collection of Amounts Due

- In consideration of Member obtaining insurance policy quotes for its customers through SAIS and subject to the terms and conditions in this Agreement, Member shall be paid commissions on policies placed or obtained through SAIS per the [Commission Schedule](#) in effect as posted on the SAIS Website on the effective date of the policy or renewal, as applicable, which may be amended by SAIS at any time and which is incorporated herein by reference. An administrative fee charged by SAIS, if any, shall not be passed on by the Member to the applicant or insured. Commissions paid on Excess and Surplus Lines business shall be established on a policy by policy basis.

COMMISSIONS WILL BE DIRECTLY DEPOSITED INTO A BANK ACCOUNT DESIGNATED BY YOU. YOU AGREE TO ACCEPT THE PAYMENT OF COMMISSIONS IN THIS MANNER AND TO PROVIDE ALL NECESSARY INFORMATION TO ENABLE SAIS TO ACCOMPLISH THE DIRECT DEPOSIT. YOU FURTHER AGREE TO KEEP ALL SUCH INFORMATION CURRENT AND VERIFY THE ACCURACY OF THE INFORMATION UPON REQUEST BY SAIS.

- Any amounts or commission due Member may be offset against any amounts owed by Member, including, but not limited to, the payment of membership fees in the event Member's credit or debit card or ACH Account transaction is declined for any reason, the obligation of indemnification provided in Section 12, the obligation of SAIS to pay an Errors and Omissions claim due to Your actions or to reimburse a carrier for payment of premiums which are your obligation under this Agreement. Such rights shall survive the termination of this Agreement.

THE OBLIGATION OF SAIS TO PAY COMMISSION ON ANY POLICY IS SUBJECT TO THE COLLECTION BY SAIS OF SUCH COMMISSION FROM THE INSURANCE CARRIER.

THE PAYMENT OF COMMISSIONS MAY BE SUSPENDED UNTIL VALID AND EFFECTIVE ERRORS AND OMISSIONS INSURANCE COVERAGE AND/OR ACTIVE AND PROPER LICENSING INFORMATION IS PROVIDED BY YOU TO SAIS.

- No commission will be paid to terminated or cancelled Members except for business written by Member prior to the date of termination and except as provided herein. Except as provided in Section 9, SAIS will continue to pay renewal commissions on in-force policies to a terminated or cancelled Member as long as 1) Member maintains the necessary licenses to write the lines of business written through SAIS and to receive commissions on such policies; 2) the Member maintains the required Errors and Omissions insurance coverage and provides evidence of the same to SAIS; 3) the policy continues to be written through SAIS; and 4) Member is in compliance with all other terms of this Agreement. Commissions paid to Member after termination, cancellation, suspension or deactivation of your membership shall be fifty percent (50%) of the commission in effect for your particular membership plan on the effective date of the policy renewal or

endorsement.

- In the event SAIS no longer has a contract with a SAIS Market, SAIS reserves the right to move the policies written by such SAIS Market to another SAIS Market at the renewal date of each such policy. If the policy renews through SAIS with the new SAIS Market, Member shall be paid commissions on the renewal of the policy based upon the new SAIS Market's commission rate.
- Member may only charge agent/broker fees as permitted by applicable law and subject to the SAIS Markets' requirements. Member agrees to adhere to all laws and regulations concerning such fees and to refund any such fee unlawfully charged to any applicant upon SAIS's request within five (5) days of notification by SAIS.
- Member shall be liable to SAIS and shall pay return or unearned commissions on canceled insurance and on reductions in premium at the same rate as originally allowed to Member. Member must pay such return or unearned commissions to SAIS within fifteen (15) days of a request by SAIS.
- Member authorizes SAIS to debit Member's credit card or ACH account to the extent that Member fails to remit return or unearned commissions within ten (10) days of the date return or unearned commissions are owed. Such debit rights survive any termination of this Agreement.
- If any delinquent premium invoice(s) on any policy(ies) are placed into collection against the insured directly, including but not limited to collection proceedings or collection litigation, and collection is successful, Member shall not be entitled to a commission on such premium recovery.
- **SAIS reserves the right to restrict or suspend Your membership in the event you submit payment for premium or any other amount due hereunder and such payment is returned by Your bank for insufficient funds or is declined by Your credit card company.**
- Member agrees that it shall pay, and hereby guarantees payment of all premiums without reduction of commissions to SAIS. All premiums in the possession of the Member shall be held by it in trust and Member agrees that it is acting as a fiduciary as to such funds.
- Member understands and agrees that any policies of insurance that are cancelled for the reason of non-payment of premium may not be subject to reinstatement.

6. Member Transactions

- SAIS reserves the right to reject any application for insurance if such application is incomplete, if its information cannot be validated or if the information contained in the application does not conform with the insurance carrier's underwriting guidelines. SAIS has no obligation to complete or correct any incomplete or inaccurate application submitted by Member. SAIS must rely on Member to provide full and accurate information. SAIS shall not be responsible either for exposures or policy limits not requested by Member. It is the responsibility of Member to understand the underwriting requirements for any policy of insurance and to accurately, truthfully and completely communicate any such information to SAIS in a timely manner.
- Except as provided herein to the contrary, Member retains all renewal rights to policies obtained through SAIS.
- Member has sole and exclusive responsibility for all communications with the insurance buyer and for all policy servicing functions, all legal and regulatory requirements pertaining to the insurance buyer and to the conduct of Member's insurance business.
- Member shall not hold itself out as an agent for or representative of SAIS or any SAIS Market.
- Member understands that Member has no express or implied authority to bind coverage on behalf of any SAIS Market. **Member understands and agrees that no insurance coverage is bound by any SAIS Market until such coverage is expressly confirmed in writing either by the applicable SAIS Market or by SAIS. Member is not authorized to confirm binding of coverage to any insured nor to issue any certificate of insurance or other evidence of insurance to any insured, any additional insured, any loss payee or to any third person unless and until binding of coverage is confirmed in writing by either SAIS or the SAIS Market, and**

Member is authorized in writing to issue such evidence of insurance.

- Member shall notify SAIS of any legal action, threat of legal action, or complaint filed with a regulatory authority with respect to any matters pertaining to this Agreement immediately upon notice of the same. Member shall cooperate with SAIS in the investigation, settlement or defense of any claim, suit or complaint arising out of business produced hereunder, and shall do nothing to prejudice the rights of SAIS in relation thereto. All notices of suits, suit papers or written complaints shall be forwarded to SAIS regarding business written under this Agreement within two (2) business days of receipt.

7. Member Audit Requirements/ Access to Records

Member shall maintain, at its principal administrative office, accurate and complete records and accounts of all transactions and/or policies sought or obtained through SAIS hereunder during the time this Agreement is in force and for five (5) years thereafter. Such records and accounts shall be maintained in accordance with best insurance practices. Member shall allow audit(s) and access by SAIS to Member records relating to coverage, binders, policies, and use of the Services during normal business hours, upon five (5) business days notice. SAIS may only audit and access records related to policies placed through SAIS. SAIS audit and access rights shall survive any termination of this Agreement for a period of five (5) years.

8. Privacy and Security

- Please read the SAIS Website Use and Privacy Policy which is hereby incorporated by reference. SAIS may change the [Policy](#) from time to time, which will be noted by a last revision date at the top of the [Policy](#) . Member is responsible for reviewing the Policy periodically for any changes and complying with its terms.
- Member is solely and exclusively responsible for knowing and complying with all of its privacy obligations under applicable law. Member will fully cooperate with SAIS or SAIS Markets upon written request regarding any issues concerning privacy and/or security compliance.
- Member agrees that any information concerning SAIS, its clients, SAIS Markets, practices and personnel is confidential and proprietary in nature and not to be shared with any other entity without the express written permission of SAIS. Member agrees that SAIS shall be entitled to injunctive relief and any other remedies afforded by law if such information is disclosed by Member.
- The password granted to Member may be used only to access the Website, use the Services, electronically sign its transactions and review its completed transactions. Member is solely responsible for maintaining the security of its password. Member may not disclose its password to any third party (other than Member employees authorized by it to use its account) and is solely responsible for any use of or action taken under its password on the Website. If Member's password is compromised, Member must change its password. Member must promptly notify SAIS of any security breaches or unauthorized access to the Website or Services.
- Member has sole and exclusive responsibility for all systems required by Member to access and use the Website and the Services, including without limitation all hardware, operating software, applications software, electronic storage, browser configuration and network connectivity. SAIS hereby disclaims all liability arising from any changes Member may make to its computer or software in order to use the Services.

9. Termination

This agreement may be terminated by SAIS upon written notice to Member or notice provided via the Website. Member may only terminate this agreement by following the procedure provided for via the

Website. Member may transfer policies obtained through SAIS at any time upon notice via the Website or upon notice of termination by SAIS. Upon notice of termination Member may no longer utilize the Services.

If Member is terminated for any of the following reasons, it shall not be entitled to the payment of commissions after termination of its membership: a) Member withholds any funds, policies, or other property belonging to SAIS, SAIS Markets or any insured or applicant for insurance or fails to pay an amount when due; b) a regulatory authority cancels or nonrenews any license necessary for Member to produce insurance, or such license lapses, c) Member fails to comply with this Agreement, any amendment hereto, any guideline or written instruction provided by SAIS, or the Website Use and Privacy Policy; d) Member commits any act of fraud or misrepresentation e) Member becomes bankrupt or insolvent, either voluntarily or involuntarily commences any action for relief under the bankruptcy laws of the United States, is dissolved or liquidated; f) Member's Errors and Omissions insurance coverage is canceled, lapses or is reduced below a level acceptable to SAIS.

10. Independent Contractor; No Agency; No Third-Party Beneficiaries.

- This Agreement does not create any employment, partnership, agency, joint venture, or other fiduciary relationship between Member and SAIS. Member is an independent insurance producer and is not acting under appointment as an agent for SAIS or any SAIS Markets. Member is an independent contractor for all purposes under this Agreement.
- Nothing expressed or implied in this Agreement shall be construed to give to any person other than the parties hereto or any third party beneficiaries any legal or equitable rights, remedies, or claims under or in respect to this Agreement.

11. Representations and Warranties.

- Member represents and warrants that:
 - at all times it will comply with all applicable laws and regulations relating to its business;
 - to the best of its knowledge the information it provides to SAIS is accurate and complete; and
 - to the best of its knowledge the information it provides to SAIS is accurate and complete; and
 - it will comply with the Website Use and Privacy Policy.
- SAIS makes no representations or recommendations regarding coverage choices, limits, deductibles or endorsements of any applicant for insurance nor does SAIS warrant the suitability of any insurance or insurance policy for any person's needs. SAIS does not guarantee Member's satisfaction with the performance of the SAIS Markets, nor does SAIS guarantee or promise that Member will successfully obtain quotes, binders or policies from any SAIS Markets through the use of the Services. It is the exclusive duty of the Member to assess an applicant's needs and to make insurance coverage and related insurance recommendations.

12. Indemnity

- SAIS agrees to indemnify, defend and hold harmless Member against any and all claims, demands, losses, expenses, liabilities and damages of whatever nature, including interest, penalties and attorney fees (collectively herein, "Costs") Member may incur, which result from, arise out of, or relate to any breach by SAIS of this Agreement.
- Member agrees to indemnify, defend and hold harmless SAIS, the SAIS Markets, claims administrators, and servicing companies against any and all costs SAIS and/or they may incur, including costs of collection of any amounts due hereunder, or which result from, arise out of, or relate to:
 - Member's duties, obligations, or performance under this Agreement;

- Member's duties or obligations to its customers or to the SAIS Markets;
 - any violations of the obligations of Member under applicable insurance law; or
 - any other acts or omissions of Member and/or its agents, employees or representatives.
- Each party to this Agreement shall promptly notify the other party in writing of the existence of any claim or anticipated claim that is subject to indemnification under this section. Each party and/or its affiliates shall at all times have the right to fully participate in such defense at their own expense.

13. Limitation of Liability and Disclaimer

SAIS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF BUSINESS OPPORTUNITY), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE WEBSITE, THE SERVICES, USE OF THE SERVICES, OR THE INABILITY TO USE THE SERVICES. SAIS DISCLAIMS SUCH LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

SAIS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- THAT THE SAIS MARKETS WILL PERFORM AS INDICATED OR TO MEMBER'S EXPECTATIONS;
- THAT MEMBER WILL SUCCESSFULLY PLACE A POLICY WITH SAIS MARKETS OR THAT OTHER SERVICES WILL BE COMPLETED TO MEMBER'S SATISFACTION; AND
- THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE FACTUAL INFORMATION PROVIDED THROUGH THE SERVICES OR BY THE SAIS MARKETS.

14. General Provisions

- **Applicable Law.** The Website and the Services are arranged, sponsored, and managed by SAIS in the State of California, USA. The laws of the State of California govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws. Member agrees to waive jury trial and to the trial of any disputes solely before a judge. SAIS is entitled to attorneys' fees and costs of suit if it obtains an order, judgment in any amount, injunction or other relief.
- **Entire Agreement.** This Agreement, including any terms and conditions incorporated herein by reference, and the general terms and conditions contained on the Website, including but not limited to the Website Use and [Privacy Policy](#) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede and cancel all prior and contemporaneous agreements, representations, and understandings of the parties in connection with the subject matter hereof.
- **Applicability.** If Member has any agreements with SAIS in effect as of the date hereof, such agreements are hereby cancelled and superseded in their entirety by this Agreement. This Agreement shall apply to all policies heretofore and hereafter bound or placed through SAIS by Member.
- **Severability.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
- **No Waiver.** SAIS will not be considered to have waived any of its rights or remedies described in this Agreement unless the waiver is in writing and signed by SAIS. SAIS' failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of SAIS' right to

subsequently enforce such provision or any other provisions of this Agreement.

- **Assignability.** Member may not transfer or assign the Agreement except with written consent of SAIS.

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- I HAVE COMPLETELY READ THIS AGREEMENT AND UNDERSTAND THE TERMS CONTAINED HEREIN. I HEREBY AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE, INCLUDING WITHOUT LIMITATION THE [WEBSITE USE POLICY](#) AND [PRIVACY POLICY](#).**
 - BY ACCEPTING THIS AGREEMENT, I REPRESENT AND WARRANT THAT I HAVE THE FULL RIGHT AND POWER TO EXECUTE THE AGREEMENT ON BEHALF OF MEMBER AND TO BIND MEMBER OR INDIVIDUALS ON WHOSE BEHALF I ACCEPT.**
 - CLICK HERE TO ACCEPT**

Name: Date: