



PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, ____ (the "Effective Date"), by and between HeroProtects LLC, a Missouri Limited Liability Company, ("Company"), with an office address located at 13801 Riverport Dr Ste 100, Maryland Heights, MO, 63043, and _____ ("Producer"), with a business address of _____.

The parties herein shall individually be referred to as a "Party" and together be referred to as the "Parties." In consideration of the payments herein provided to be made and the mutual promises, agreements, and undertakings herein contained, the Parties mutually agree as follows:

Scope of Agreement

(a) Company is the provider and/or administrator of certain home service contracts and vehicle service contracts, and Producer desires to sell the service contracts of Company.

(b) This Agreement is intended to be a fully binding and complete agreement among the Parties.

(c) A good faith effort will be made by Producer to generate sales of Company's service contracts.

1. **Authority.** Company is the provider and/or administrator of the extended service contracts and vehicle service contracts contemplated under this Agreement ("Service Contracts"), and Company has full authority to direct and otherwise carry out the administration and handling of its service obligations under its Service Contracts. The Parties shall work together to mutually approve the terms and conditions of the Service Contracts; provided, however, Company will have final authority as to the terms and conditions of the Service Contracts. Pursuant to the terms hereof, Producer appoints Company as its service contract provider. Company authorizes Producer to sell those Service Contracts. Producer expressly acknowledges that Company's business dealings with third parties shall not in any way be limited by this Agreement.
2. **Term and Termination.** (a) *Term.* This Agreement shall commence on the Effective Date and continue in full force and effect until such relationship is terminated as set forth below. (b) *Voluntary Termination.* Either Party may terminate this Agreement for any reason or for no reason at all by giving the other Party thirty (30) days' prior written notice. (c) *Termination for Cause.* Any Party shall have the right to terminate this Agreement for cause immediately (subject to the expiration of any applicable cure period) upon written notice to the other Party stating the applicable grounds from the list below. Grounds for termination for cause are as follows:
 - Material breach of any provision or representation contained in this Agreement.
 - Revocation or non-renewal of any license held by a Party necessary for the discharge by such Party of its obligations under this Agreement.
 - Insolvency, bankruptcy, receivership, conservatorship, assignment for the benefit of creditors, death, or dissolution of a Party.
 - Voluntary or involuntary cessation of business operations of a Party.
 - Gross negligence, misrepresentation, fraud, embezzlement, misappropriation of funds, or a violation of criminal or civil laws by a Party.
 - The performance of the Parties under this Agreement is no longer possible as a result of subsequent law or regulation.
 - Unauthorized use of name and other trademarks or service marks of a Party without that Party's written consent, except those names, trademarks, and/or service marks specifically approved in the marketing or template materials provided to the Producer.
 - Unauthorized disclosure of Confidential Information by a Party.

3. **Producer Obligations:** Producer shall:

(a) Sell Service Contracts in accordance with the Service Contract terms and conditions and any lawful written instructions that Company provides;

- (b) Make full and partial refunds of the Service Contract sale price to a Service Contract purchaser that cancels their coverage as required by law and the Service Contract terms;
- (c) Accurately represent, and ensure that its employees and representatives accurately represent, the Service Contracts' terms and conditions to customers, including, without limitation, refraining from representing or suggesting to customers that the purchase of any Service Contract is mandatory or is a condition of sale.
- (d) Advise any customers who have contacted Producer regarding a service request that is not applicable to the manufacturer or the Producer, to contact Company directly, providing Company's current contact information which may be updated from time to time.
- (e) Not use materials bearing Company's name, including but not limited to marketing materials, forms, training materials, brochures, etc., without express prior approval from Company.
- (f) Maintain good standing under the laws of its state of domicile and maintain all necessary licenses, registrations, authorizations, filings, or regulatory approvals as may be required under the laws of the states in which it conducts its business to fulfill its obligations hereunder.
- (g) Promptly notify Company of any complaints received by Producer relating to the Service Contracts and of any threatened or pending litigation against Producer relating to the Service Contracts.
- (h) To hold harmless, indemnify and defend Company, its parent company and related companies, their directors, officers, attorneys or agents, and its employees and representatives against all claims, debts, losses, liabilities, demands, obligations, costs and expenses (including attorney's fees), fines, penalties, actions and causes of action, judgments (collectively, "Losses") (1) caused by the act, error or omission of Producer or its employees, or resulting from acts of Company performed at the request of Producer or its employees, unless such Losses are the direct result of the act, error or omission of Company; and (2) Producer's breach of any of the representations and warranties set forth in this Agreement, including, but not limited to, claims that Producer engaged in unfair and deceptive sales practices in the course of marketing and selling Service Contracts.

4. Company Obligations: Company shall:

- (a) Administer the claims process in accordance with the terms and conditions of the Service Contracts issued by Company.
- (b) Maintain and keep in full force and effect the licenses, permits, and other regulatory approvals required to conduct its business and fulfill its obligations under this Agreement.
- (c) Maintain an office for business purposes located at the address set forth above and maintain a telephone at that office answered during customary business hours by a person who is able to provide information about, and accept customer complaints regarding, the Service Contracts sold by Producer under this Agreement.
- (d) Comply with all federal, state, and local laws, including, but not limited to, all insurance and consumer protection laws, including, but not limited to, those related to the sale of insurance and any product or service sold by Company under this Agreement. Company shall also comply with all rules and regulations of all governmental authorities having jurisdiction over the sale of any product or service sold by Company under this Agreement.
- (e) Furnish, at its own expense, any reports or documents required by Producer in connection with the business conducted under this Agreement.

7. Confidentiality. Producer shall not disclose to third parties any Confidential Information, as defined below, concerning the Service Contracts, unless such disclosure is required by applicable law, court order or rule, regulation or order of a regulatory authority having jurisdiction over the business of this Agreement or the Parties,

or with the prior written consent of Company, which consent may be granted or withheld at Company's sole discretion. "Confidential Information" means any information concerning the Service Contracts, including without limitation, any marketing materials, underwriting materials, pricing information, product development information, underwriting criteria, marketing practices, sales practices, computer programs, rating plans, and all other trade secrets, whether such information is in writing, verbally communicated, or electronically stored.

8. Confidentiality Agreement. Producer and its employees shall comply with and execute all confidentiality and non-disclosure agreements, as may be required by Company, as a condition of providing to Producer with access to any Confidential Information or materials.

9. Assignability. This Agreement may not be assigned by Producer without the prior written consent of Company. This Agreement is binding upon the Parties and their respective successors and assigns.

10. Arbitration/Class Action Waiver. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. and not by any state rule or statute governing arbitration. The subject Agreement shall be governed by the laws of the State of Missouri, without regard to any conflict of laws provisions. In the event of any controversy, claim, or dispute between the parties and anyone else named as a defendant or respondent in such claim arising out of or relating to this Agreement, the parties agree to first attempt to resolve all issues with the assistance of a certified mediator, with each party bearing their own costs and agreeing to mediate via live video call for at least 30 minutes, including the attendance of a corporate representative from each Party with authority to settle. In the event there is no resolution through mediation, the parties agree to resolve such outstanding dispute solely through the use of binding arbitration, administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. Any such arbitration shall take place within Saint Louis County, Missouri or such location as the parties may agree, and be conducted by a mutually-agreed-upon arbitrator. The arbitrator shall be neutral, independent, and shall comply with all applicable codes of ethics. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement and of this arbitration requirement. The award rendered by the arbitrator shall be final, binding on all parties, but subject to further proceedings governing arbitration awards in accordance with the Federal Arbitration Act. Judgment on the award made by the arbitrator may be entered into any court having jurisdiction over the Parties. The Parties further agree that either Party may bring claims against the other only in its individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Further, the Parties agree that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of representative or class proceeding unless Company specifically requests that multiple separate claims be arbitrated and defended as consolidated proceedings. The Parties shall share the cost of arbitration (not including attorneys' fees) equally. If a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party shall be entitled to costs of suit, including reasonable attorneys' fees for having to compel Arbitration or defend or enforce the award. This section, the arbitration requirement and class action waiver, shall survive termination.

11. Assistance and Cooperation of Parties. Each Party shall reasonably cooperate with the other Party, and upon request by the other Party, shall make solicitation and sale documentation available for inspection by the requesting Party. In the event of third-party litigation or other third-party legal proceedings, the Parties agree to assist each other, including but not limited to, attending hearings, depositions, mediations, arbitrations and trials, assisting in making settlements, securing and giving evidence, or obtaining the attendance of witnesses; provided, such cooperation shall be at the sole cost and expense of the Party requesting assistance and cooperation (unless such litigation or proceedings arise from matters for which the Party is entitled to indemnification as set forth herein).

12. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

14. **Modification or Waiver.** No modification of this Agreement shall be valid unless made in writing and signed by both Parties. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

15. **Notices.** All notices, requests, demands, and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable overnight courier, or by electronic mail (with electronic mail notice to be confirmed in writing within one (1) business day) to the addresses specified below, or to such other address as may be designated in writing by either Party to the other Party in accordance with this paragraph:

If to Company:

HeroProtects LLC, 13801 Riverport Dr Ste 100 Maryland Heights, MO 63043 (with copy via e-mail to jpringle@aegishome.com)

If to Producer:

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Producer Agreement as of the Effective Date.

HeroProtects LLC

By: _____

Print Name: _____

Title: _____

Producer

By: _____

Print Name: _____

Title: _____