

## **BUSINESS REFERRAL AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Plemons, Inc., d/b/a Plemons Insurance Agency, a Georgia corporation ("Agency"), and \_\_\_\_\_ ("Referral Source").

WHEREAS, Agency is a duly licensed insurance agency in the State of Georgia and offers property and casualty and other insurance related products and services (collectively, the "Insurance Products") to its customers;

WHEREAS, Referral Source is a duly licensed insurance agent and is willing to refer potential customers who may be interested in obtaining one or more of the Insurance Products to Agency;

WHEREAS, Agency is willing to share certain commissions paid to it as a result of the sale of one or more of the Insurance Products to any potential customers that Referral Source may refer to it; and

WHEREAS, Agency and Referral Source desire to memorialize their agreement regarding the sharing of commissions for the referral of customers by Referral Source to Agency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the accuracy of which are hereby acknowledged, the mutual covenants, conditions, and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Referral Source agree as follows:

1. Term. This Agreement shall commence on the Effective Date, as set forth above, and shall remain in full force and effect until terminated by either party in accordance with the termination provisions set forth below.

2. Referral of Potential Customers. During the term of this Agreement, Referral Source may refer to Agency individuals or other entities that Referral Source knows or believes may be interested in obtaining one or more of the Insurance Products. Referral Source shall have no obligation to do anything other than make such referrals and to assist Agency in gathering the information necessary for Agency to complete an application for the type of Insurance Product for which the referral was made. Referral Source shall have no authority to solicit, sell, bind, or service insurance coverage on behalf of Agency

3. Compensation. During the term of this Agreement, Agency shall pay Referral Source twenty percent (20%) of any first year commissions it receives as the result of the sale of one or more of the Insurance Products to a customer that was referred to it by Referral Source ("Referred Customer"), such commissions being due and payable to Referral Source within \_\_\_\_\_ (\_\_\_\_) days after the end of the month in which they are received by Agency. Referral Source shall not be entitled to share in any commissions received by Agency for the renewal of any Insurance Products that may be sold by it to a Referred Customer. Referral Source shall not

be entitled to receive a share of any first year commissions received by Agency as the result of a sale of one or more of the Insurance Products to a Referred Customer unless Referral Source is properly licensed to solicit and sell the product sold.

4. Termination of Agreement.

4.1. With notice. Either party may terminate this Agreement at any time, with or without cause, by giving \_\_\_\_\_ (\_\_\_) days' prior written notice of termination to the other party. Agency's obligation to pay Referral Source the commissions specified in paragraph 3 above shall terminate upon the date this Agreement is terminated; provided, however, that if Agency sells one or more of the Insurance Products to a Referred Customer within \_\_\_\_\_ (\_\_\_) days after the date this Agreement is terminated, Referral Source shall be entitled to receive a share of any commissions received by Agency as the result of such a sale, as provided for in paragraph 3 above.

4.2. Without notice. This Agreement shall be terminated immediately, without notice, upon the suspension or revocation of any license, permit, or other governmental approval necessary for Agency to engage in its current business activities or for Referral Source to be entitled to receive a share of the commissions referred to in paragraph 3 above or in the event that either party voluntarily or involuntarily files for protection under any bankruptcy or other debt relief laws or that a receiver or other third party administrator is appointed for either party. In these events, Agency's obligation to pay Referral Source the commissions specified in paragraph 3 above shall terminate upon the date this Agreement is terminated.

5. Representations and Warranties of Referral Source. Referral Source warrants and represents that:

5.1. Referral Source is not currently a party to any agreement, whether written, oral, express, or implied, which imposes obligations on Referral Source that are inconsistent with Referral Source's obligations under or pursuant to this Agreement or which would be breached by Referral Source's performance of those obligations; and

5.2. Referral Source has the license or licenses necessary to permit the payment to Referral Source of a share of the first year commissions received by Agency as the result of a sale of one or more of the Insurance Products to a Referred Customer.

6. Indemnity Obligations of Referral Source. Referral Source hereby agrees to indemnify and hold harmless Agency from and against any claim, action, demand, loss, cost, liability (joint or several), penalty, and other expense, including, without limitation, attorney fees and other litigation costs reasonably incurred by Agency, based on, or arising out of, (i) any inaccurate representation made by or on behalf of Referral Source in or pursuant to this Agreement, (ii) the breach of any of the warranties made by or on behalf of Referral Source in or pursuant to this Agreement, (iii) the payment by Agency of commissions to Referral Source under this Agreement, or (iv) any claim or other action against Agency by any third party based on, or arising out of, the performance by Referral Source of Referral Source's obligations under or pursuant to this Agreement or any other act or omission of Referral Source.

7. Non-Solicitation Covenant.

7.1. Agency. During the term of this Agreement and for a two (2) year period after the date this Agreement is terminated, Agency shall not, directly or indirectly, except with the written consent of Referral Source, solicit, divert, appropriate, or having done so service, or attempt to solicit, divert, appropriate, or having done so service any Insurance Products from a Referred Customer that are currently being provided to such customer by Referral Source.

7.2. Referral Source. During the term of this Agreement and thereafter, Referral Source may solicit, divert, appropriate, or having done so service, or attempt to solicit, divert, or appropriate from a Referred Customer any of the Insurance Products currently being provided to such customer by Agency; provided, however, that Referral Source must wait until the expiration of any Insurance Product currently being provided to a Referred Customer by Agency to move such customer to another insurance agency.

8. General Provisions.

8.1. Notice. Any notice or other documents to be given or delivered under this Agreement by any party to any other party shall be in writing and shall be delivered personally, sent by registered or certified United States mail, return receipt requested, postage prepaid, or sent by commercial overnight delivery service, with receipt, to the following addresses:

Referral Source: \_\_\_\_\_  
\_\_\_\_\_

Agency: 1350 Wooten Lake Road  
Suite 301  
Kennesaw, GA 30144  
Attention: Matthew Plemons

The above addresses may be changed by the giving of written notice of a new address to the other party in the manner specified above. Notices delivered by mail or commercial overnight delivery service shall be effective on the earlier of (i) the date the party to whom the notice is to be given signs the postal or other receipt for the notice, (ii) the third (3rd) business day after the notice is mailed to such party, or (iii) the second (2<sup>nd</sup>) business day after the notice is given to a commercial overnight delivery service for delivery to a party. Personally delivered notices shall be effective on the date they are tendered to the party to whom notice is to be given.

8.2. Assignment of Agreement. This Agreement can not be assigned by either party to it without the prior written consent of the other party; provided, however, that Agency may assign this Agreement to any parent, subsidiary, or other entity under common control with it or to any purchaser of all or substantially all its assets without the consent of Referral Source. Any attempted assignment of this Agreement that is not done in the manner required shall be null and void ad initio.

8.3. Captions. Titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or prescribe the scope of this Agreement or the intent of any provision.

8.4. Gender and Number. All terms and words used in this Agreement regardless of number or gender shall be construed to include singular or plural, or masculine, feminine, or neuter gender, as is required in the context of the Agreement and shall include a corporate successor to any corporate party.

8.5. Conflicts with other Documents. If the provisions of this Agreement conflict with any of the provisions of any other agreement between Agency and Referral Source, the provisions of this Agreement shall prevail.

8.6. Negotiations. This Agreement is the result of negotiations among the parties and no inference shall be created because one of the parties or such party's counsel prepared this Agreement.

8.7. Amendment. This Agreement cannot be amended or modified, in whole or in part, except by a writing signed by all the parties to it.

8.8. Entire Contract. This instrument contains the entire agreement between the parties to it with respect to the subjects contemplated in it.

8.9. Prior Agreements. This Agreement supersedes and replaces any previous or contemporaneous agreement, whether written or oral, between the parties related to the subject matter of this Agreement.

8.10. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Georgia without regard to its conflicts of law principles.

8.11. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective assigns (as permitted hereunder), successors, and other legal representatives. Nothing expressed or referred to in this Agreement will be construed to give any person or legal entity other than the parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first written above.

REFERRAL SOURCE:

\_\_\_\_\_  
Name: \_\_\_\_\_

[signatures continued on next page]

[signatures continued from preceding page]

AGENCY:

PLEMONS, INC., d/b/a Plemons Insurance Agency, a  
Georgia corporation

Attest:

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)