

PRODUCER AGREEMENT

Effective Date: _____

Between: **The Allen J. Flood Companies, Inc. ("Administrator")**

And: _____ ("Producer")

1. Administrator selects Producer to solicit and sell insurance coverage provided under Policies issued by insurance company, and shall promptly request Producer's appointments to insurance company as required by applicable state law.
2. Producer agrees to act in accordance with applicable laws and regulations, the terms and conditions of the policies, and insurance company's guidelines communicated to Producer in writing by Administrator. Producer agrees to remain in good standing and in compliance with all insurance laws and regulations in all applicable jurisdictions, including, without limitation, obtaining and maintaining continuously and in full force and effect during the Term of this Agreement all Licenses in all applicable jurisdictions.
3. Producer agrees to use only advertising material and policy forms as furnished by Administrator and to sell the insurance only in those states specified in writing. Advertising and other materials provided by Administrator and representing insurance company's products shall be the property of the insurance company and must be used in accordance with insurance company's rules. Producer may not advertise the insurance coverages or use the logo or service marks of Administrator, insurance company, or its affiliates without prior written permission of Administrator or insurance company, as the case may be.
4. Applications taken or premiums received by Producer shall be promptly remitted to Administrator. Producer shall direct applicants to remit premiums as directed by Administrator.
5. Producer shall maintain records relating to the services provided, in accordance with prudent standards of insurance recordkeeping, for not less than ten years after the service to which the records relate. Such records shall be available for Administrator's (or its designated representatives', which may include insurance company) inspection during normal business hours for the term of this Agreement and for ten years thereafter.
6. Producer shall not have the authority to (i) bind insurance company to any risk, including without limitation, any policy with a term of greater than 12 months unless written approval is first received from Administrator; (ii) bind insurance company using rates or underwriting standards that have not been approved in writing by Administrator; (iii) execute any documents on behalf of insurance company; (iv) issue or countersign insurance policies; (v) modify or waive any policy provision; (vi) establish or guarantee premium rates; (vii) underwrite or accept applications for coverage or collect premiums until risk is accepted by Administrator; or (viii) adjust or settle any claim under the Policies. Producer shall not represent to any person that any such authority has been conferred on him.
7. Administrator, on behalf of insurance company, shall have the right to amend or terminate the Policies, to change the premium rates there under, or to rescind any individual's coverage in accordance with the contract and any applicable law, and shall have no liability to Producer for same.
8. Producer understands the importance of protecting the privacy of information obtained during the performance of its services under this Agreement. Producer agrees to:
 - a) Have and comply with policies, standards, and procedures for the protection of the privacy of information about individuals obtained in the performance of services under this Agreement.
 - b) Comply with all applicable state and federal statutory and regulatory requirements and guidelines provided by Administrator on behalf of insurance company, governing the collection, use, or disclosure, and access, security, and maintenance of information concerning individuals.
 - c) Consider all files and records concerning individuals as confidential and to be used only in connection with the services provided under this Agreement. No other uses or disclosure of information is permitted without prior written authorization of Administrator.
 - d) Instruct its personnel of their obligations under this Agreement to keep such information confidential.

9. This Agreement may be terminated by either party at any time upon 30 days' written notice to the other. Administrator may also terminate this Agreement immediately upon written notice for violation of law or non-compliance with this Agreement by Producer. This Agreement shall automatically terminate upon death of Producer or loss of any required insurance license.
10. The full compensation for services provided under this Agreement shall be commissions at rates prescribed by Administrator. Insurance company shall not be responsible for the payment of commissions.
11. Producer is an independent contractor and shall not be an employee of Administrator or insurance company.
12. The authority given by this Agreement and the right to commissions may not be assigned to another person or entity.
13. Producer represents and warrants that it, and any owner, partner, director, officer or employee engaged in transacting insurance, is properly licensed to transact insurance in all states where it intends to solicit insurance on behalf of insurance company. Producer shall furnish Administrator with copies of such licenses and shall cooperate with insurance company in making any appointments required by state insurance laws. Producer represents and warrants that neither it nor any owner, partner, director, officer, or employee engaged in transacting insurance has been convicted of any crime which would disqualify such person from engaging in the business of insurance under Title 18, U.S.C. §1033; nor has any such person been disqualified by the U.S. Department of Labor from providing services with respect to any employee benefit plan subject to ERISA.
14. At all times that this Agreement is in force, Producer agrees to maintain, at its own expense, errors and omissions insurance issued by an insurance carrier(s) acceptable to Administrator. Such errors and omissions insurance shall be written on a claims-made basis in an amount not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Proof of coverage shall be furnished to Administrator. Producer shall deliver, with a minimum of sixty (60) days written notice to Administrator, prior to cancellation of any errors and omissions coverage or material change in such coverage.
15. Each Party agrees to indemnify, defend and hold harmless the other party, its directors, officers and employees, from any loss or damage, including reasonable attorney's fees and extra contractual damages, which result from any error or omission of the first party, its directors, officers, employees, agents and subcontractors, in the performance of services hereunder, or which results from the breach by the first party of any provision of this Agreement.

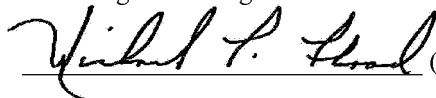
Should Producer violate any law or regulation that results in a regulatory fine or action, Producer shall bear the expense of such fine or costs associated with license reinstatement and reimburse insurance company within five (5) business days of written request by insurance company.

Producer agrees to notify Administrator upon receipt of service of process in any lawsuit including but not limited to a lawsuit resulting from any error or omission of Producer, its directors, officers, employees, sub-producers and subcontractors, in the performance of services hereunder, or which results from the breach by Producer of any provision of this Agreement. If insurance company is a named party to such lawsuit, insurance company shall have the right to approve counsel used to defend insurance company and Administrator shall have the right to approve counsel used to defend Administrator pursuant to this paragraph. Producer consents to the jurisdiction of the court where any such suit is brought and consents to being named as an additional or third party defendant in any such suit.

This Section, paragraph 14, shall survive termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have signed this Agreement.

_____ ("Producer")

 ("Administrator")

By: _____

By: Michael T. Flood _____

Title: _____

Title: Senior VP _____

Date: _____

Date: _____