

**Producer Agreement**

This PRODUCER AGREEMENT (“Agreement”) made as of **INSERT DATE** (the “Effective Date”) by and between **Total Program Management, LLC** (“Company”) and **INSERT COMPANY** (“Producer”), each a “party” and collectively, the “parties” to the Agreement.

WHEREAS, the Company is a licensed property and casualty and excess and surplus insurance agent/broker in the business of placing contracts of insurance with various insurers;

WHEREAS, the Producer is a licensed property and casualty and/or excess and surplus insurance agent/broker conducting business on a retail basis; and

WHEREAS, the Producer desires to submit insurance business proposals to the Company and the Company is willing to accept such proposal in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Company and the Producer agree as follows.

1. **Scope of Agreement.** This Agreement shall govern the relationship between the Company and the Producer with respect to all policies of insurance insuring clients of Producer obtained by the Company at the request of the Producer. This Agreement is non-exclusive. Nothing contained herein shall be construed to require the Producer to submit applications for insurance through the Company or to require the Company to accept such applications from the Producer.
2. **Producer’s Authority.** 
   1. The Producer is authorized to submit applications for insurance to the Company on the types and classes of risks designated by the Company. Notwithstanding anything to the contrary herein, the Producer has no authority to accept or bind risks on behalf of the Company or any insurer represented by the Company.
   2. Producer has no authority to: (a) make, alter or discharge any contract, or bind the Company to any promise or agreement; (b) incur any indebtedness, obligation or liability on behalf of the Company; (c) waive or modify any terms, conditions or limitations of any policy; (d) adjust or settle any claim; (e) make any representation, offer any advice or consultation, or render opinions or information on behalf of the Company; or (f) appoint any sub-agent or accept brokerage business without the prior approval of the Company.
   3. The Producer shall promptly report all known incidents, claims suits, and notice of losses to the Company and shall cooperate fully with the Company to facilitate the investigation, adjustment, settlement, or payment of any claim as requested by the Company.
   4. The Producer shall promptly notify the Company when it receives any communication from any governmental authority related to insurance policies issued by the Company through Producer. Producer shall forward to Company any such communication a well as any complaints, summonses, subpoenas, or related correspondence the Producer receives within one (1) business day. The Producer shall cooperate fully with the Company in making any responding any such communication, complaint, summons, or subpoena. Notwithstanding the foregoing, the Producer shall not accept service of process addressed to or intended for the Company.
   5. Producer will keep true and complete records and accounts of all transactions and correspondence with insureds at the principal office of Producer, which records and accounts shall be open to examination, inspection, verification, and audit by the Company upon reasonable request. If information or documents reasonably needed to be reviewed by the Company are in the custody or control of another party, Producer shall make its best efforts to facilitate the review of such information or documents by the Company.
3. **Premium Remittance and Commissions**
   1. *Direct-Billed Policies.* The following provisions shall apply to all direct-billed insurance policies (i.e. policies for which the insurer is billing the insured directly for premiums) issued by the Company through Producer.
      1. Except as otherwise provided herein, the Producer will not accept any premiums on direct-billed policies. The Producer shall instruct all direct-billed insureds to pay premiums directly to the Company and make all checks payable to the applicable insurer. The Producer shall instruct all policyholders to pay all installment premiums directly to the insurer represented by the Company. In the event the Producer receives premium on a direct-billed policy, the Producer will immediately forward any such premium to the applicable insurer without deducting commissions.
      2. Notwithstanding Section 3.1.1, the Producer shall be solely responsible for the deposit premium and any other initial fees and/or assessments applicable to direct-billed policies, regardless of whether or not such deposit premiums, fees, and/or assessments are collected by the Producer and forwarded to the Company with the request to bind coverage. Other than deposits, fees, and/or assessments, the Producer has no responsibility for the premiums owed on direct-billed policies.
      3. The Company shall pay the Producer a commission in accordance with commission rate provided on the applicable quotefor each direct-billed policy written and paid for on insurance business produced under this Agreement. The Company reserves the right to change the commission rate at any time by giving the Producer thirty (30) days’ advanced written notice. The commissions shall be payable to Producer within thirty (30) days after the end of the month in which such premiums are received, less any commission on returned premiums.
   2. *Agency-Billed Policies.* The following provisions shall apply to all agency-billed insurance policies (i.e. policies for which Agency is responsible for billing and collection of premiums from the insured) issued by the Company through Producer.
      1. The Producer shall collect, account for, and report all premiums, taxes, and fees on agency-billed policies written pursuant to this Agreement. The Producer accepts full responsibility for payment of premiums, taxes, and fees for agency-billed policies, regardless of whether Producer has collected or in the future collects such premiums, taxes, and fees from the insured. Unless otherwise agreed in writing, the entire premium, tax and fee on each policy shall be due and payable within thirty (30) days of the date of the invoice.
      2. The Producer acknowledges and agrees that any extension of credit by Producer to its insured or to any other client is solely at the Producer’s own risk. The Producer shall pay to the Company all sums due the Company when due, whether or not the Producer has collected such moneys from its insured or others who may owe sums to Producer. Furthermore, Producer recognizes that in agreeing to pay said amounts to the Company it does so unconditionally as an original undertaking on its own part and not as guarantor or surety of another’s obligation.
      3. Notwithstanding the Section 3.2.1, the Producer may remit the premiums to the Company net of the Producer’s commission so long as Producer is not in default in any of its obligations hereunder. The Producer may retain as compensation for agency-billed policies, a commission at the rate set forth in each applicable quote from the premium received for each agency-billed policy.
      4. If any insured defaults in the payment of any premium, tax, or fee when due, the Company shall have the right, and is hereby authorized by Producer, to take all necessary action, including legal action, to collect the premium, tax and fee directly from the insured, but the taking of any such action by the Company shall not relieve Producer of its obligation to pay such premium, tax, and fee to the Company. If the Company pursues collection of premium owed directly from an insured on an agency-billed policy, the Producer shall not be entitled to commission on any such premiums directly collected by the Company.
   3. In the event that either while this Agreement is in force or after its termination, refunds of premiums, by reason of cancellation or otherwise, are made on any policies originated by the Producer pursuant to this Agreement, the Producer agrees to return to the Company the commission previously received (including any and all other commission amounts paid to affiliate and/or partners) relating to the portion of premium refunded. The Producer agrees to refund commissions, or other charges on policy cancellations or reductions, at the same rate at which such commission or other charges, were originally retained or paid, including any commission paid to or netted from premium. The Producer further agrees to deliver refunds of premiums to insureds with funds provided (by payment or offset) by the Company or the insurer, as applicable, in respect of any canceled or amended policy.
   4. Audit premiums and retrospective adjustments shall be due from Producer within thirty (30) days of the date of the invoice. The Producer shall promptly report and pay to the Company any additional or return premiums which may become due as a result of any adjustments. The Company agrees that if an audit of an adjustable insurance policy results in additional premium due from the insured and if, after the Producer’s reasonable effort to collect such additional premium from the insured, the Producer notifies the Company in writing that the Producer has been unable to collect such premium, and the insurer waives the Company’s liability for such additional premium, then the Company will waive Producer’s liability for such premium. In the event of such waiver by the Company, the Producer shall not be entitled to any commission with respect to any part of such additional premium that may be collected from the insured.
4. **Fiduciary Responsibilities of the Producer.** TheProducer agrees that all monies collected on insurance policies issued by the Company through Producer shall be held by the Producer in a fiduciary account in accordance with applicable insurance laws. If applicable law requires Producer to obtain written permission before depositing such funds in interest bearing or investment accounts, the Producer shall be solely responsible for requesting and obtaining such permission. Any such permission granted by this provision may be withdrawn at any time upon written notice to Producer.
5. **Placement of Orders; Terms and Conditions of Coverage.** The Producer agrees that the Producer shall not place an order with the Company where the intended insurer is an alien or foreign non-admitted insurer, unless Producer has first complied with any applicable state laws requiring Producer to attempt to procure such insurance from insurers authorized to do business in the state of residence or principal office of the insured. The Producer acknowledges and agrees that the actual terms and conditions of coverage offered by or made available through the Company on behalf of an insurer may differ materially from the terms and conditions of coverage requested by the Producer. The Producer shall be solely responsible for verification of such actual terms and conditions of coverage with the insured and the Company assumes no responsibility therefor.
6. **Cancellations of Insurance.** Nothing contained herein shall be construed to limit or restrict any rights of cancellation of the Company or any insurer contained in any binder, cover note, policy, contract of insurance, or by law, including, without limitation, the insurer’s right, in its discretion, to cancel or rescind the policy for any reason permitted by applicable law. Cancellation or rescission of a policy by the Company or insurer terminates the Producer’s right to any future commissions related to such policy. The Producer shall not be entitled to any flat cancellation, and in the event of cancellation, the Producer shall remain liable to the Company for any earned premium, taxes and fees (if any) thereon, whether or not the Producer has collected from the insured.
7. **Records; Inspections.** The Producer shall maintain true and accurate records of business conducted under this Agreement, including records of all transactions and correspondence with insureds. The Company or its designated representatives shall, upon reasonable prior notice, have the right during normal business hours to examine and audit any documents, files, books, or records to the extent such audit or inspection is deemed necessary by the Company to verify the Producer’s compliance with its obligations under this Agreement. If information or documents reasonably needed to be reviewed by the Company are in the custody or control of another entity, the Producer shall use its best efforts to facilitate the review of such information or documents by the Company. The Producer shall be responsible for any penalties, interest, cost, or other losses incurred by the Company arising from or related to the Producer’s failure to timely, accurately, and completely provide information, reports, and data.
8. **Rights Relating to Insureds.** Subject to the terms of Section 14, as between the Company and Producer, to the extent the Company learns information that is proprietary to Producer relating to its insureds, the Company will not utilize such information for purposes of soliciting or marketing to such insureds; provided, however, (a) the Company may use the information to notify existing insureds as to how a renewal may be obtained through the expiring insurer as may be required by regulation or statute and (b) the Company reserves the right at all times to accept the placement of coverage on behalf of any insured from any source including another retail or wholesale producer without any obligation to Producer for the payment of commissions, fees, or other sums with respect to any renewals or coverages written for such insured.
9. **Licensing; Errors & Omissions Insurance.** 
   1. The Producer represents and warrants to the Company that the Producer is licensed as a property and casualty insurance agent/broker and/or excess and surplus lines agent/broker in its domiciliary state or jurisdiction and in each state or jurisdiction required in connection with the insurance placed through this Agreement, and that Producer shall continue to be so licensed throughout the term of this Agreement.
   2. The Producer further represents and warrants to the Company that the Producer maintains and shall continue to maintain in force during the term of this Agreement and for a period corresponding to any applicable statute of limitations after termination of this Agreement, insurance producers’/agents’ errors and omissions insurance with limits of not less than $1,000,000 each occurrence and a $1,000,000 annual aggregate. A copy of the certificate of coverage related to such policy shall be provided by Producer to the Company concurrently with the execution of this Agreement and Producer shall provide the Company with copies of any renewals of such coverage. Any such insurance shall be subject to the reasonable approval by the Company, but any carrier rated “A” by A.M. Best shall in all events be deemed acceptable.
10. **Confidential Information** 
    1. In connection with the performance of this Agreement, the Producer may have access to and receive disclosure of confidential or proprietary information owned by Company including, but not limited to, information related to planned or existing business initiatives, nonpublic personal information (“NPI”), records, organizational structure, actual and projected sales, profits, technology, computer systems, including computer hardware, software, source code, object code, documentation, methods of processing, methods of operation, the Company’s products, product administration and management, and employees (“Confidential Information”). “NPI” is defined in applicable state and federal privacy and data security laws and regulations (“Privacy & Data Laws”) relating to Company and its or its affiliate’s employees, customers, policyholders, or claimants. Confidential Information shall not include information that: (i) is or becomes generally known to the public not as a result of an improper disclosure hereunder; (ii) is rightfully in the possession of the Producer prior to its disclosure by the Company in connection with this Agreement, (iii) is received by the Producer in good faith and without restriction from a third party having a right to disclose it; or (iv) is independently developed without use or reference to Confidential Information.
    2. The Producer covenants and agrees that it will maintain the Company’s Confidential Information in confidence, using such degree of care as is appropriate to avoid unauthorized disclosure. Except as otherwise permitted herein, the Producer covenants and agrees that it will not, directly or indirectly, disclose any Confidential Information to any third party, except with the Company’s prior written consent, and shall not make use of Confidential Information for its own purposes or the benefit of any person or entity other than the Company.
    3. The Producer agrees to maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to: a) ensure the security of NPI, b) protect against anticipated threats or hazards to the security or integrity of NPI, c) protect against unauthorized access or use of NPI, and d) provide all NPI to Company, upon its request, or ensure the proper disposal of NPI. Producer further agrees to immediately notify Company of any actual data breach involving NPI and to appropriately document any and all corrective actions taken by Producer. Producer represents and warrants that it will contractually require its subcontractors to comply with Privacy & Data Laws.
    4. The Producer agrees to indemnify and hold Company, its affiliates and their directors, officers, employees and representatives harmless against any and all loss, damage and expenses, including reasonable attorney’s fees, cost of investigation and defense, for any data breach resulting from an act or omission of Producer or of Producer’s subcontractors.
    5. This Section shall survive termination of this Agreement.

**11. Intellectual Property**

* 1. The Company may provide the Producer access to certain proprietary systems or applications developed by Producer or its affiliates, including without limitation program code, specifications, logic, design, ideas, techniques, know-how and procedures contained therein and all related documentation (collectively, the “Company IP”). The Producer acknowledges and agrees that the Company IP is exclusively owned by Company or Company’s affiliates.
  2. This Agreement does not grant and shall not be construed to grant the Producer any license or right to use the Company IP except as expressly authorized in writing by Company. The Producer and its employees shall not disclose Company IP or any part thereof to any third party, except as expressly authorized by Company.
  3. The Producer shall not (a) use or access the Company IP for any purpose other than performing its duties under this Agreement; (b) copy, use, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the Company IP, its applications or its code (or any part thereof); (c) work around any technical limitations in the Company IP; (d) sell, lease, publish, transfer or otherwise make the Company IP, or any rights thereunder available to others; (e) attempt to gain unauthorized access to the Company IP or their related systems or networks; or (f) access the Company IP or use the Company IP to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. The Producer shall: (i) keep all Company IP passwords secure and confidential; (ii) be solely responsible for all activity within the Company IP; (iii) must use commercially reasonable efforts to prevent unauthorized access to the Producer’s account(s), and (iv) promptly notify Company of any unauthorized access.

**12.** **Disaster Recovery Plan.** While this Agreement is in effect, the Producer shall have in place a reasonable and current disaster recovery plan, reasonably designed to enable the Producer to access records in the event of a catastrophe, disaster, or unforeseen occurrence that affects the Producer and its customers. At Company’s request, Producer shall provide copies of such disaster recovery plan.

**13. Suspension and Termination of Agreement.** This Agreement will remain in effect until suspended or terminated as provided below.

* 1. This Agreement may be terminated without cause by either party by providing ninety (90) days’ advanced written notice.
  2. The Company may suspend the authority of the Producer or any of its agents, representatives, or employees, under this Agreement, as well as the Company’s obligations to perform under this Agreement, effective upon written notice in any of the circumstances listed below:
     1. during the pendency of any dispute regarding the cause of termination as set forth in this Section;
     2. if the Producer or its designated agent, representative or employee:
        1. fails to properly account for premiums;
        2. fails to remit premiums when due;
        3. exceeds the authority granted Producer hereunder;
        4. fails to comply with the Company’s or its insurers directives;
        5. fails to comply with the terms of this Agreement;
        6. is subject to the commencement of regulatory or judicial proceeding for the administrative oversight of Producer; or
        7. if the Producer’s license is suspended in any state(s) or jurisdiction(s) in which it is required to be licensed for purposes of this Agreement.

The Producer agrees to notify the Company within one business day of any such occurrence. During the period of such suspension, the Producer shall refer any client in the affected state(s) or jurisdiction(s) that is seeking coverage through Producer of the type offered by the Company directly to the Company. The Company shall not be required to pay commissions to Producer for insurance underwritten in the affected state(s) or jurisdiction(s) during the suspension period.

* 1. This Agreement may be terminated by the Company as follows:
     1. Immediately upon written notice of fraud, abandonment, insolvency, failure to pay balances due hereunder, willful, or gross misconduct of the Producer or its agents or representatives, or any other breach of this Agreement by Producer.
     2. Immediately upon written notice when the Producer becomes the subject of a petition in bankruptcy or other legal or administrative proceeding providing for Producer’s reorganization, dissolution, or liquidation.
     3. Immediately upon the termination, non-renewal, or revocation of the license of the Producer in any state in which it is required to be licensed for purposes of this Agreement, or upon the expiration of thirty (30) days following the suspension of any such license if such suspension continues in whole or in part beyond such period.
     4. Immediately upon written notice if any of the conditions for a suspension under Section 11.2 continue and are not cured by Producer within ten (10) days.
     5. Immediately upon the cancellation or non-renewal of Producer’s errors and omissions insurance. Producer agrees to notify the Company within one business day of any such occurrence.
  2. During any suspension of the Producer’s authority under this Section or following termination of this Agreement by the Company, the Company (either itself or through its designee) shall have the right to directly solicit and write renewals and other coverages with and for the clients of the Producer insured through the Company, without obligation to Producer for the payment of commissions, fees, or other sums with respect to such renewals or coverages written. In the event of a termination of this Agreement by the Company due to the failure of Producer to account for and pay premiums when due, the Company’s right to directly solicit and write renewals for such clients shall be to the exclusion of Producer, and Producer shall not compete with the Company for such business.
  3. Upon termination of this Agreement, the Producer shall: (a) continue to pay the Company in a timely fashion all sums due the Company pursuant to this Agreement until paid in full; (b) unless otherwise instructed by the Company, continue to service all business produced by or through this Agreement in the same manner and to the same extent required hereunder prior to termination; and (c) unless otherwise permitted by the Company, cease to submit or seek to renew business with the Company or extend the term of any existing business, except as may otherwise.

**14. Ownership of Expirations.** The ownership and control of expirations shall be vested in the Producer unless the Producer fails to account for and pay amounts due Company as required pursuant to this Agreement. If the Producer does not account for and pay amounts due Company as required herein, then the ownership and control of expirations shall be vested in Company.

**15.** **Indemnification.** Each party (the “Indemnifying Party”) agrees to indemnify and hold harmless the other party, its affiliates, officers, employees, and agents (each an “Indemnified Party”) from and against all loss, damages, liability, cost and expenses (including reasonable attorney’s fees and expenses) (collectively, “Losses”) resulting from or arising out of any breach of this Agreement by such Indemnifying Party, or any negligent act, error or omission of such Indemnifying Party under or in relation to its obligations under this Agreement or where such Losses are incurred by reason of any claims, actions, suits, or governmental investigations or proceedings brought by any third party against or involving any Indemnified Party relating to or arising out of any alleged negligent act, error, or omission of such Indemnifying Party under or in relation to its obligations under this Agreement. Provided, however, that the Indemnifying Party shall not be required to indemnify the Indemnified Party for any damages determined by a court or arbitration panel to have resulted from such Indemnified Party’s own negligence or willful misconduct. The indemnity obligations of the parties under this Agreement, shall survive the termination of this Agreement indefinitely, regardless of the manner and cause of such termination.

## 16. Arbitration. In the event of any dispute arising out of or relating to this Agreement, including its formation, interpretation, or validity, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as modified herein. The arbitration shall take place in New York, New York, before a panel of three arbitrators (the “Board”). The Board shall consist of one (1) arbitrator chosen by Company, one (1) arbitrator chosen by Agent and an umpire chosen as promptly as possible by the two (2) arbitrators. The arbitrators and umpire shall be (a) disinterested and (b) present or former executives of insurance, reinsurance, brokerage, agency, or managing general agency companies. The party demanding arbitration shall communicate its demand therefor in writing, identifying the nature of the dispute and the name of its arbitrator, to the other party. The other party shall then be bound to name, in writing, its arbitrator within thirty (30) days after receipt of such demand. Failure or refusal of the other party to name its arbitrator within the thirty (30)-day time period shall empower the demanding party to name the second arbitrator as well. If the two (2) arbitrators are unable to agree upon an umpire within thirty (30) days after the second arbitrator is named, the parties shall refer the selection of the third arbitrator to the American Arbitration Association, which shall appoint a third arbitrator, knowledgeable in the subject matter of the dispute, as soon as possible. The applicant for arbitration shall submit its position in writing within thirty (30) days after selection of the umpire. The respondent shall submit its written position within thirty (30) days after receipt of the applicant's position. The Board may extend any of the time periods set forth above. All rules, orders, acts, and decisions of the Board shall be effective if by a majority of the Board. The final decision of the Board shall be within sixty (60) days of the conclusion of the arbitration and given in writing to both parties. Any decision shall be final and binding on the parties and shall not be subject to appeal. Each party shall bear the cost of its own arbitrator and shall jointly and equally bear with the other party the expenses of the umpire. The remaining costs of the arbitration proceeding shall be allocated by the Board. If either party fails to comply with the Board's decision, the other party may apply for its enforcement to a court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, either party may petition a court of competent jurisdiction for injunctive relief to prevent irreparable harm.

**17. General Terms**

* 1. The Producer is an independent contractor acting as a representative of the insured and not as a representative or employee of the Company. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Producer and the Company. Nothing contained in this Agreement shall be construed to constitute Producer as agent for the Company in any respect.
  2. The Producer shall perform skillfully and diligently all of its obligations under this Agreement and shall do so for the mutual benefit of the parties hereto and in accordance with the highest standards of performance customary in the insurance industry. The Producer shall perform its obligations under this Agreement in full compliance with all laws, rules and regulations of all insurance regulatory authorities and any other laws applicable to Producer. The Producer agrees to comply with all rules, regulations, guidelines, and directives of the Company and its insurers, and it is understood and agreed that the Company and its insurers may, in their discretion and upon notice to Producer, modify, amend and/or change such rules, regulations, guidelines and directives from time to time.
  3. This Agreement shall be interpreted and governed by the laws of the State of New York without regard to its rules regarding conflict of laws. Producer consents to the jurisdiction of any federal or state court sitting in New York, New York with respect to any action relating to this Agreement.
  4. This Agreement is for the exclusive benefit of the parties hereto, and no third party, including, without limitation, any insured, is intended to be or shall be a beneficiary of any provision hereof.
  5. This Agreement may not be assigned by the Producer absent the express prior approval of the Company. The Company may assign its rights and obligations under this Agreement to any of its affiliates or successors in interest. Such an assignment will be in writing, a copy of which will be provided to the Producer at the time of the assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall survive any change in the corporate structure of the Company and such change shall not constitute an assignment hereunder.
  6. Whenever any party hereto desires or is required to give any notice, demand, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed, United States registered or certified mail, return receipt requested, postage prepaid, or sent by prepaid overnight courier or confirmed telecopy or email, addressed as follows:

If to the Company:

Email:

If to Producer:

* 1. The provisions of this Agreement are severable and the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
  2. The parties shall execute and deliver such other documents or instruments and take such other action as may be reasonably required to effectively implement the provisions and intent of this Agreement.
  3. Producer shall notify the Company not later than thirty (30) days following any of the following occurrences: (1) a sale or transfer, or the issuance to a new equity holder, of 10% or more of the voting equity interests of Producer to any person or entity which is not an Affiliate of Producer as of the date hereof; (2) a sale or transfer of substantially all of the assets of Producer to or the merger or consolidation of Producer with any person or entity which is not an Affiliate of Producer as of the date hereof; (3) any change of Producer’s address, or (4) any change of Producer’s principal executive officer. An “Affiliate” of a person or entity means any person or entity that controls, is controlled by or is under common control of such person or entity.
  4. This Agreement, and all exhibits, schedules, addenda, and amendments shall constitute the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. Neither this Agreement nor any amendments nor terms thereto may be changed, waived, or discharged except by written agreement between the Producer and the Company.
  5. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute a single agreement between the parties hereto.

IN WITNESS WHEREOF, this Agreement shall be deemed executed as of the Effective Date.

**COMPANY: TOTAL PROGRAM MANAGEMENT LLC**

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

Thomas Pasquale, Vice President

**PRODUCER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name as appears on license

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax ID Number or Social Security Number

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name