

## PRODUCING AGENT CONTRACT

Travel Insurance Services (hereinafter referred to as the “Company”), and

\_\_\_\_\_ of \_\_\_\_\_  
(Hereinafter referred to as the “Agent”) (Company Name)

In consideration of the mutual promises and agreements set forth herein below hereby agree as follows:

### 1. APPOINTMENT AND RELATIONSHIP

- a. The Company hereby appoints the Agent to act on its behalf and represent it only to the extent authorized herein.
- b. The Agent is an independent contractor with respect to the Company, and nothing contained herein shall create or be construed to create the relationship of employer and employee between the Company and the Agent or between the Company and any employee of the Agent.

### 2. AGENT AUTHORITY

- a. The Agent is hereby authorized on behalf of the Company, provided that the Agent is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by the Company which are listed in the Producer Agent Commission Schedule attached hereto and made part thereof.
- b. All checks should be made payable to the Company.
- c. The Agent is only authorized to publish advertising materials referencing the Company’s name, or any products or services marketed by the Company, provided a prior written approval from the Company has first been obtained.

### 3. LIMITATIONS ON AUTHORITY

The Agent shall have no authority to make, alter, modify or discharge any policy or contract; extend any provision thereof; extend the time for payments; waive any forfeiture; deliver any individual policy or contract unless the proposed covered person thereunder is at the time in good health and insurable condition; incur any debts or expenses for which the Company may be liable; receive any money for the Company except as may herein or elsewhere specifically in writing be authorized by the Company; withhold or convert to its own use or for the benefit of others any monies, securities, policies or receipts belonging to the Company; fail to submit promptly to the Company any applications for policies; or accept payments other than in current funds of the United States.

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#### Insuring Individual and Group Travelers Worldwide

2950 Camino Diablo, Suite 300 • Walnut Creek, CA 94597-3991 USA  
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4. AGENT COMPENSATION

- A. As full compensation for services performed hereunder, the Company will pay to the Agent commissions as set forth in the attached Producer Agent Commission Schedule(s).
- B. Provisions Relating to All Commissions
1. The Agent shall pay over promptly to the Company gross payments and other monies received or collected on behalf of the Company and shall not deduct or retain therefrom commissions which may be payable hereunder.
  2. Any commissions to which the Agent may be entitled hereunder shall be payable to the Agent only after the due date of the payment and after receipt of the gross payment in cash by the Company at its Home Office.
  3. No commissions will be payable on account of waived premiums or payments refunded for any reason. Any commissions received on account of any waived or refunded payments shall be promptly returned in full to the Company by the Agent and shall constitute an indebtedness to the Company until returned.
  4. There shall be no additional compensation or reimbursement to the Agent for expenses incurred in performing services hereunder.
  5. This is a conditionally vested Contract subject to the following provisions:
    - a. If the Agent is a natural person, this Contract shall terminate immediately upon death of the Agent and any commissions due and payable to the Agent at the time of death or thereafter under this Contract shall be paid to the executor or administrator of the Agent's estate or the assignors of the Agent as applicable.
    - b. If this Contract terminates because of the dissolution of the Agent, no commissions shall be payable hereunder subsequent to the date of dissolution.
    - c. If the total premium from all lines to the Agent from the Company in any calendar year is less than \$1,000, this contract may be terminated by notice from the Company and no further commissions shall be payable after the termination date.
    - d. Commissions shall be payable for so long as the Agent is designated as "Agent of Record" by a participating employer or by the policyholder when payments are received by the Company, and the Agent is servicing the business in a manner satisfactory to the Company.
  6. Commissions payable according to any Commission Schedule may be amended by notice in writing from the Company and such amendment shall take effect at the time specified in the notice, but in no event prior to thirty (30) days from the time such notice is received. The notice shall be mailed to the agent's last known address as reflected in the Company's records. No such amendment shall affect commissions payable with respect to any policy or contract issued upon application taken prior to the effective date of such amendment.

7. Commissions, including production statements, shall be mailed by the Company on the fifteenth of the month following production. If commissions total less than \$25.00, the Company may hold payment until commission totals exceed this amount.

## 5. GENERAL PROVISIONS

- A. **Agent Conduct.** The Agent shall be free to exercise personal judgment as to the time and manner of performing services authorized under this Contract, but shall be guided by such rules as may be adopted by the Company concerning general business conduct. In all cases, the business of the Agent shall be conducted in accordance with the laws and regulations of the jurisdictions in which the Agent is authorized to represent the Company.
- B. **Records and Supplies.** All records maintained by the Agent hereunder and all books, rate manuals, forms and other supplies furnished to the Agent by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof.
- C. **Underwriting.** The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the Agent.
- D. **Prior Contracts Superseded.** This contract shall supersede any and all prior Contracts other than "Single Case Agreements" for commissions on group and/or individual policies or contracts between the parties hereto, whether written or oral, regarding the services of the Agent performed for the Company with respect to such products, except that commissions payable to the Agent by the Company under prior written contracts between the parties hereto shall continue to be governed by the terms and provisions of such prior Contracts.
- E. **Indebtedness.**
  1. Any advance, loan, or extension of credit which the Agent at any time and in any manner may secure from the Company shall constitute an indebtedness to the Company. If any check or draft of the Agent used to transfer monies to the Company is dishonored upon presentment for payment, the amount thereof shall constitute an indebtedness of the Agent to the Company, and will include all related bank fees. **Further, Agent's applications in question will not be honored until full restitution is made to the Company** .
  2. Provisions relating to Indebtedness.
    - a. The entire indebtedness to the Company of the Agent as recorded in the records of the Company may be deemed due and payable in full to the Company at any time.
    - b. The Agent shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the Agent of any indebtedness of the Agent to the Company.
    - c. The Agent hereby grants to the Company a first security interest in all commissions becoming due hereunder to secure any indebtedness of the Agent to the Company, and the Company may at any time apply commissions payable to the Agent hereunder or

any other monies payable to the Agent by the Company or by any company controlled by or under common contract with the Company to reduce any such outstanding indebtedness.

- F. Assignment. No assignment or other transfer of any rights, title or interest herein, or of any benefits occurring hereunder, in whole or in part, shall be valid, and any such attempted assignment or transfer shall be void unless the written consent of the Company thereto has first been given. Any assignee of rights or benefits hereunder shall be subject to all the terms and provisions thereof.
- G. Agent's Professional Liability Insurance. Agent is required to maintain an Agent's Professional Liability Insurance Policy while this agreement is in force. The cost shall be borne by the Agent. The Company may request a copy of said policy at any time.
- H. Amendment.
  - 1. This Contract may be amended at any time and from time to time by written notice from a duly authorized officer of the Company to the Agent provided, however, no such amendment shall affect commissions payable with respect to any policy or contract issued upon application prior to the effective date of the amendment.
  - 2. This Contract may be amended at any time by mutual agreement of the parties hereto.
- I. Hold Harmless. The Agent agrees to indemnify and hold the Company harmless from any losses, expenses, costs and damages resulting from acts or commissions of the Agent constituting a breach of any of the terms of this Contract.
- J. Hold Harmless. The Company agrees to indemnify and hold the Agent harmless from any losses, expenses, costs and damages resulting from acts of commissions of the Company constituting a breach of any of the terms of this Contract.

## 6. TERMINATION

- A. This Contract may be terminated without cause by either party upon at least thirty (30) days prior written notice to the other party to that effect. Such termination shall be effective thirty (30) days after the mailing of written notice thereof, or on the date specified in such notice if later.
- B. This Contract may be terminated by the Company without notice for "cause," which term shall include the following:
  - 1. Commission of a fraudulent, illegal or dishonest act adversely affecting the Company; and
  - 2. violation of the laws, regulations, or rules of any jurisdiction in which the Agent operates, or of any governmental authority exercising jurisdiction over the Agent.
  - 3. Failure to maintain or produce a valid Agent's Professional Liability Insurance Policy.

Termination by "cause" may, at the option of the Company, result in forfeiture of all commissions which may be due under this Contract as of the termination date or which may become due thereafter.

This document, combined with the Producer Agent Commission Schedule, completed W-9 form and valid licensing material, constitute the entire contract between the Agent and the Company.

7. Governing Law

The laws of the State of California shall govern all matters concerning the validity, performance and interpretation of this Agreement.

**IMPORTANT [General Agent # 132967]**

***PLEASE ATTACH A SIGNED COPY OF YOUR VALID INSURANCE LICENSE AND REMIT TO TRAVEL INSURANCE SERVICES, 2950 CAMINO DIABLO, SUITE 300, WALNUT CREEK, CA 94597-3991***

COMPANY/AGENCY NAME \_\_\_\_\_ TIS PRODUCER CODE \_\_\_\_\_

AGENT'S NAME/CONTACT \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
(including city, state and zip)

STREET ADDRESS \_\_\_\_\_  
(including city, state and zip)

E-Mail ADDRESS \_\_\_\_\_

SOC. SEC. # OR TAX I.D.# \_\_\_\_\_ AGENCY INCORPORATED? YES \_\_\_ NO \_\_\_

AGENT'S PROFESSIONAL LIABILITY POLICY NUMBER \_\_\_\_\_

POLICY ANNIVERSARY DATE \_\_\_\_\_

INSURING COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

AGENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
APPROVED BY TRAVEL INSURANCE SERVICES

\_\_\_\_\_  
DATE

*05/10 producers/ProducerContract*

### Sub-Producer Agent Commission Schedule

<b>Product</b>	<b>Commission</b>
Visit USA-HealthCare	10%
InterMedical™	10%
WorldMed™	10%
Voyager	10%
Worldwide Group Protector™	10%
Employee Travel Protection Plan™	10%
Study USA-HealthCare™	5%
Specially Designed Group Plans	To be advised at time of quote

(Commissions will be based on actual premium. Enrollment fees, rush fees, and minimum payments for days not traveled are not considered part of the premium.)

**This Commission Schedule is agreed to by the following:**

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Producing Agent	Date
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USI Travel Insurance Services	Date
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**For General Agent # 132967**