



MUSE

Muse Producer Agreement

This Agreement (the "Agreement") is by and between Highland Capital Brokerage, Inc. and its affiliates (collectively "HCB") and the Producer and Producer Entity named below (collectively, the "Producer").

Producer Name: _____ Producer Entity: _____

Address: _____
Street

Address: _____ SSN: _____
City State Zip Code

Phone: _____ Fax: _____ Email: (required): _____

Background

Highland Capital Brokerage ("HCB") is a general agent, managing general agent, or brokerage general agent under various contracts and agreements with a select group of product manufacturers and distributors (the "HCB Carrier(s)") and has the authority to recommend the appointment of producers to sell the products of HCB Carriers.

HCB offers the Muse program ("Muse") for an elite Producer by invitation only. Muse offers sales, service and support to Producers looking to stay independent, yet be part of a collaborative culture where they can grow their business. Members will have access to study groups, national meetings, dedicated support teams, resource and technology tools along with custom developed sales concepts (collectively, the "Muse Resources"). HCB agrees to recognize Producer as a member of Muse and to grant him or her access to the Muse Resources.

The Producer desires to become a member of Muse and to be appointed through HCB to access products and services from HCB Carriers and in compliance with the provisions of this Agreement.

Agreement

NOW THEREFORE, in consideration of the foregoing and of the mutual provisions set forth below and for other good and valuable consideration and intending to be legally bound hereby, HCB and the Producer agree as follows:

- Membership.** HCB hereby grants Producer membership in Muse commencing on the date that this Agreement is accepted by an authorized representative of HCB and continuing through December 31 of the current calendar year. Thereafter, this Agreement shall automatically be renewed for a term of one (1) year on January 1 of each succeeding calendar year subject to continued approval of Producer's membership. Either party hereto may terminate this Agreement without cause by providing thirty (30) days written notice to the other party.
- Compliance with Laws and Policies.** The Producer shall comply with all (i) federal, state and local laws, regulations and rules applicable to the Producer's solicitation, marketing or sale of insurance products, including with respect to data security and records retention, and (ii) all published rules, policies, procedures and standards of HCB or of the HCB Carriers. The Producer shall hold the appropriate insurance license(s) in the state of solicitation and

in the state where the application is signed prior to submitting an application for insurance to HCB. The Producer shall complete all required pre-contracting or appointment paperwork with the HCB Carrier prior to soliciting the sale of a product. The Producer shall not alter, modify, waive or amend any of the terms, rates or conditions of any advertisement, brochures, illustrations, applications, policies, contracts or other materials provided to the Producer by HCB or any HCB Carrier unless submitted and approved in writing by HCB and/or the applicable HCB Carrier. The Producer shall not create any materials that reference HCB or any HCB Carrier unless previously submitted and approved in writing by HCB and/or the HCB Carrier.

3. Insurance. The Producer shall at all times maintain liability insurance covering the Producer and the Producer's agents and employees against claims for damages based on actual or alleged professional errors or omissions in an amount and with an insurer reasonably acceptable to HCB. Proof of such insurance coverage shall be furnished to HCB upon request and the Producer shall notify HCB immediately, if for any reason, such insurance coverage ceases to be in effect. HCB shall at all times maintain liability insurance covering HCB and HCB's employees against claims for damages based on actual or alleged professional errors or omissions in an amount as required by applicable law and industry standard practice. Proof of such insurance coverage shall be furnished to Producer upon request.
4. Indemnification. The Producer shall indemnify and hold harmless HCB against any and all claims, actions, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees) (collectively "Losses") arising from breach of this Agreement or any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, on the part of the Producer or any of the Producer's agents or employees. Notwithstanding the foregoing, the Producer shall not be obligated to indemnify HCB for the amounts of any Losses that have actually been reimbursed to HCB pursuant to errors and omissions liability insurance maintained by the Producer. HCB shall indemnify and hold harmless the Producer against any and all Losses (including, without limitation, reasonable attorneys' fees) arising from breach of this Agreement or any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, on the part of HCB or any of the HCB's employees. Notwithstanding the foregoing, HCB shall not be obligated to indemnify the Producer for the amounts of any Losses that have actually been reimbursed to the Producer pursuant to errors and omissions liability insurance maintained by HCB.
5. Indebtedness.
 - a) Producer agrees to repay to HCB any commissions, overrides, bonuses or other monies advanced to or received by Producer or its agents or employees pursuant to this Agreement, including, but not limited to, (i) for products that lapse, are cancelled or for which the full premium is not paid for any reason and that result in or become subject to a chargeback or other repayment obligation, (ii) for amounts that were paid to Producer or its agents or employees in error or otherwise advanced to Producer or its agents or employees by HCB with a reasonable expectation of repayment, or (iii) for other amounts due to HCB or any insurance carrier. At the option of HCB, such amounts to be repaid by Producer may be charged against the compensation payable to Producer pursuant to the terms of this Agreement.
 - b) To the extent permitted by applicable laws, Producer authorizes HCB to offset as a first lien any indebtedness to HCB or any insurance carrier against any amounts accruing to Producer, its administrator(s), or assign(s) from HCB pursuant to this Agreement or otherwise until the amount of such indebtedness is fully paid with applicable interest. The terms of this paragraph are without limitation. HCB may employ any and all legal or equitable remedies, whether set forth in this Agreement or not, both prior to and after the termination of this Agreement to recover such indebtedness.
6. Producer Warranties and Certifications.
 - a) The Producer certifies that he or she has never been convicted of a federal or state felony or misdemeanor involving dishonesty or breach of trust; or if so, the Producer has received written authorization from the applicable state insurance commissioner specifically referencing the Violent Crime Control and Law Enforcement Act of 1994, 18 U.S.C. § 1033(e)(2), granting permission for the Producer to work in the insurance industry.
 - b) If the undersigned is the signing officer and/or Designated Responsible Producer for a licensed insurance agency, the undersigned certifies that the execution of this Agreement has been duly authorized by all necessary corporate or organizational action of insurance agency. HCB is entitled to rely on the written instructions of

the undersigned representative to make any changes authorized by such party (including assignments of compensation and related matters).

- c) The Producer certifies that he or she has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
7. Confidential Information. The Producer will not (or permit any of its officers, employees, agents or representatives to) use or disclose nonpublic personal, financial or health information (“Protected Information”) about individuals who seek to obtain insurance products and/or services through the Producer (“Consumer(s)”) except: (i) as necessary in underwriting, administering claims or otherwise servicing the transaction or service requested or authorized by the Consumer; (ii) as otherwise in compliance with HCB’s privacy policy; or (iii) as otherwise permitted under the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act (“HIPAA”), each as amended, and related federal and/or state regulations and legislation. The Producer will establish appropriate standards and internal security guidelines for safeguarding Protected Information within the Producer’s control, including compliance with the HIPAA Privacy and Security Rules. In addition to privacy notices required to be issued by insurance companies or others with whom the Producer and HCB do business, the Producer agrees to issue HCB’s privacy notice to all Consumers at the time of policy delivery. The Producer’s obligations concerning Protected Information under this section of the Agreement will continue after termination of this Agreement.
8. Termination. Either party may terminate this Agreement upon thirty (30) days’ prior written notice to the other party. Notwithstanding the foregoing, HCB may terminate this Agreement for “Cause” in the event that any Producer, its agents or employees commit any of the following actions: (i) any misrepresentation or concealment of a material fact for the purpose of securing this Agreement; or (ii) theft, fraud, embezzlement, dishonesty, or other similar behavior; or (iii) any material breach of the terms of this Agreement; or (iv) any material neglect of duty or misconduct in discharging any of the terms hereunder that is not cured (to the extent it is capable of being cured) within 10 days of written notice from HCB; or (v) any conduct which is materially detrimental or embarrassing to HCB; or (vi) illegal conduct or gross misconduct; or (vii) the conviction of, or plea of guilty or *nolo contendere* to, a felony. Subject to any applicable cure period, a termination for Cause pursuant to this Section 8 shall be effective immediately upon written notice to the Producer.
9. Attorneys’ Fees. In the event that any party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement) arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys’ fees and expenses and court costs.
10. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.
11. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the later of the two dates below.

PRODUCER

HIGHLAND CAPITAL BROKERAGE, INC.

Signed: _____

Signed: _____

Date: _____

Date: _____