

**AGREEMENT BETWEEN CPS ADVANTAGE AND PRODUCER:**

IT IS AGREED by and between CPS Advantage Insurance Services (hereinafter referred to as MGA), and the Producer \_\_\_\_\_ (hereinafter referred to as Producer) that in consideration of Master General Agent's (hereinafter referred to as MGA) continued goodwill and patronage:

This Agreement shall commence with the initial submission of business, usually via an application for insurance or life settlement, and shall terminate after the final vested compensation payment for the services or contract rendered is beyond recapture by product buyers, sellers, or related service providers, usually, but not limited to, insurance companies, life settlement funders, third party brokerage operations, and/or any other related entity engaged in the business of manufacturing, buying, or selling insurance contracts. Producer terminates this Agreement by withholding any subsequent requests for services rendered by MGA. MGA terminates this Agreement by refusing to accept new requests for services by Producer.

1. MGA agrees that commission, premium, override, bonus, or fee of any kind paid or credited to Producer by MGA shall be vested in Producer to the same extent that any such payment is vested in MGA by applicable Insurance Company, Life Settlement Provider, or similar Entity, with the exception of any form of financial services products, such as group insurance, which may be subject to legally enforceable Broker of Record Letter redirection.
2. In the event that any commission, premium, override, bonus, or fee of any kind and paid or credited to Producer must be referenced or returned by MGA to Insurance Company, Life Settlement Provider, or similar Entity, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within five (5) business days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commission, premium, override, bonus, or fee of any kind which may be due Producer until such obligation has been repaid in full. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
3. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortuous act or omission on part of the Producer.
4. The Producer agrees to carry continuous and uninterrupted Errors & Omissions Liability Insurance coverage for all lines of business transacted with MGA.
5. The Producer consents to the transmission of information, whether personal or commercial in nature, following all HIPAA required guidelines. MGA assumes the contact information provided is compliant with all applicable laws.

6. The Producer is an Independent Contractor. Nothing contained in this Agreement shall be construed to create an employer-employee relationship between Producer and MGA. It is understood that the MGA will not withhold any amounts for payment of taxes from the compensation of Producer hereunder, unless required to do so by notice of the proper taxing authority. Producer will not represent to be or hold itself out as an employee of MGA.
7. The Producer agrees to maintain all appropriate licenses required for the conduct of business, as required by the jurisdiction within which the transaction is to be conducted.
8. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.
9. Miscellaneous:
  - a. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
  - b. Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Producer and MGA and to their successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Producer of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the MGA.
  - c. Governing Law, Severability. This Agreement shall be governed by the laws of the State of California. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

THEREFORE, the parties have executed this Agreement as of the date written above.

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Producer Printed Name: \_\_\_\_\_

CPS Advantage Management: \_\_\_\_\_ Date: \_\_\_\_\_