

**Producer must accept this Agreement prior to becoming
contracted through BHC e-Service**

AGREEMENT

This Agreement is dated effective _____, 200__ and is between BHC e-Service and the individual or entity executing the Agreement, hereinafter referred to as "Producer".

In consideration for the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, BHC e-Service and Producer agree as follows:

1. BHC e-Service grant to Producer the right to apply with BHC e-Service insurance carriers to offer the insurance products of such carriers and entitles Producer to receive the sales commissions on the BHC e-Service web site directly from the insurance carriers. e-Credit\$, as posted on the web site for each product, will be awarded by BHC e-Service and may be redeemed for travel, merchandise and other items as posted by BHC e-Service on its web site. Some carriers may restrict the use of e-Credit\$ received for the sale of their products to be redeemed only for "traditional" perks, e.g., travel, merchandise, seminar scheduling and leads, and other commonly awarded incentives. Producer may obtain the name and policy of carriers restricting the redemption of e-Credit\$ earned from the sale of their products by contacting BHC e-Service.
2. BHC e-Service and Producer agree that BHC e-Service shall have no liability whatsoever for any commission or incentives to be paid or awarded directly to Producer by an BHC e-Service insurance carrier and that no BHC e-Service carrier shall have any liability for the redemption of e-Credit\$ awarded by BHC e-Service. Furthermore, BHC e-Service shall not be liable for e-Credit\$ awards incorrectly posted on the web site or for perks that may no longer be available but posted on the site or for commissions that may be incorrectly posted on the web site.
3. Producer agrees that if the sales commissions paid directly to the Producer by an insurance carrier or carriers exceed that posted on the BHC e-Service web site, then the e-Credit\$ awarded by BHC e-Service associated with such commissions and sales shall be reduced pro-rata by BHC e-Service. Also, e-Credit\$ awarded by BHC e-Service will be reduced pro-rata if reduced commissions are paid by carriers for internal transfers or transfers to affiliates. No e-Credit\$ will be awarded for the sale of Legacy Marketing Group products if the Producer is receiving a commission from Legacy in excess of the Managing General Agent level.
4. BHC e-Service and Producer agree that the Producer is responsible for the repayment of commissions previously received by Producer but subsequently charged back by a carrier, with whom the Producer has contracted through BHC e-Service, due to cancellation, rescissions, not taken, or otherwise. In the event BHC e-Service pays such charged back commission to a carrier on behalf of the Producer, the Producer shall reimburse BHC e-Service for such amount or amounts within thirty (30) days after receipt of notice from BHC e-Service. Furthermore, Producers agree to reimburse BHC e-Service for any e-Credit\$ awarded for sales on which the commissions were subsequently charged back by the carrier. The Producer agrees to pay all costs of collection, including attorney fees, incurred by BHC e-Service or its successors or assigns in collecting any such money BHC e-Service paid to a carrier on behalf of the Producer or awarded as e-Credit\$ for sales on which the commissions were subsequently charged back by the carrier. This Paragraph 4 shall survive termination of the Agreement.
5. This Agreement may be terminated at any time by either party, with or without cause, upon 30-days notice to the other party. Termination shall not effect Producer's obligations and duties under any BHC e-Service insurance carrier contract or BHC e-Service's obligations to redeem e-Credit\$ in accordance with the policies posted on the web site.
6. Producer warrants he/she has the power and authority to be bound by the obligations of this Agreement, and shall maintain the proper insurance licenses while doing insurance business through BHC e-Service.
7. This Agreement has been duly executed and delivered by Producer and is a legal, valid and binding obligation of Producer enforceable in accordance with its terms.
8. Producer agrees that BHC e-Service, at its sole discretion, shall have the right to offset of any Producer indebtedness to BHC e-Service against e-Credit\$ awarded to Producer until BHC e-Service is fully reimbursed for such indebtedness.
9. Producer agrees to indemnify and hold BHC e-Service, its successors and assigns, and their respective directors, officers, stockholders, employees, and other representatives harmless from and against any damage, claim, liability, deficiency, loss, or expense relating from any breach by Producer of this Agreement or of any BHC e-Service insurance carrier contract. These Producer obligations shall survive termination of this Agreement.
10. Producer agrees to utilize BHC e-Service's web site as Producer's primary means of communicating with BHC e-Service and as the primary contact for services, support and materials.

11. Producer agrees to perform all services under this Agreement as an independent contractor. Nothing contained in this Agreement will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC e-Service and Producer.

12. BHC e-Service may assign or delegate all or part of its rights and duties in this Agreement without the consent of Producer by giving written notice to Producer.

13. Any notice under this Agreement shall be in writing and shall be deemed delivered when sent by U.S. Mail, facsimile or email, with delivery evidenced by receipt.

14. This Agreement shall be construed in accordance with and subject to the laws of the State of Texas, without reference to choice of law principles. Any proceeding brought under this Agreement shall be located in Montgomery County, Texas.

Name of Producer or Entity: _____

(Please Print)

By: _____

(Signature of Producer or Representative of Entity)

By: _____

(Signature of BHC e-Service Representative)