

PRODUCING AGENT AGREEMENT

In consideration of the mutual promises and agreements set forth below and effective _____,
[For Office Use Only]

USI Insurance Services LLC d/b/a California Insurance Services LLC, TRAVEL INSURANCE SERVICES (hereinafter referred to as "Company"), and _____ (hereinafter referred to as "Producer")
[Producer's Name]

of _____ hereby agree as follows:
[Producer's Company Name]

1. **PRODUCER AUTHORITY AND RELATIONSHIP**

- A. Producer is authorized to solicit applications for the approved products offered by the Company which are listed in the Producer Commission Schedule attached hereto AS Exhibit B and made part thereof; provided, that the Producer is in compliance with all applicable regulatory licensing requirements at the time of solicitation.
- B. The Producer 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 Producer or between the Company and any employee of the Producer or Producer's Company.
- C. All checks should be made payable to USI Travel Insurance Services.
- D. The Producer is only authorized to publish advertising materials referencing the Company's products or services marketed by the Company, provided prior written approval from the Company has first been obtained.

2. **LIMITATIONS ON AUTHORITY**

The Producer 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.

3. **PRODUCER COMPENSATION**

- A. As full compensation for services performed hereunder, the Company will pay to the Producer commission(s) as set forth in Exhibit B, Producer Commission Schedule.
- B. Provisions Relating to All Commissions:
 - 1) Producer shall promptly pay 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 Producer may be entitled hereunder shall be payable to Producer only after the due date of the payment and after receipt of the gross payment in cash by the Company.
- (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 Producer and shall constitute indebtedness to the Company until returned.
- (4) There shall be no additional compensation or reimbursement to the Producer for expenses incurred in performing services hereunder.
- (5) This is a conditionally vested agreement subject to the following provisions:
 - (a) If the Producer is a natural person, this Agreement shall terminate immediately upon death of the Producer, and any commissions due and payable to the Producer at the time of death or thereafter under this Agreement shall be paid to the executor or administrator of the Producer's estate or the assignors of the Producer as applicable.
 - (b) If this Agreement terminates because of the dissolution of the Producer's Company, no commissions shall be payable hereunder subsequent to the date of dissolution.
 - (c) If the total premium from all lines to the Producer from the Company in any calendar year is less than \$1,000, this Agreement 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 Producer is designated as "Broker of Record" by a participating employer or by the policyholder when payments are received by the Company, and the Producer 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 Producer'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) Producer shall obtain and retain the proper licenses for lines of insurance solicited and serviced by Producer, and notwithstanding anything to the contrary in this Agreement, Producer acknowledges that Producer is not entitled to any commissions for sales or servicing of a policy falling within a line of insurance if Producer is not properly licensed for such line of insurance.
- (8) 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.

4. LICENSE PROVISIONS

A. Scope of License

Subject to the terms and conditions set forth in this Agreement, the Company grants to Producer as a Licensee a non-exclusive, non-transferable license ("Licensed Rights") to use the Company's service marks and trademarks ("the TIS marks") in connection with the promotion and sale of the Company's travel insurance products. Producer shall make no other use of the TIS marks.

B. Non-Assignment

Producer acknowledges and agrees that the Licensed Rights granted to Producer as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Company's rights in the TIS marks. Producer may not assign or transfer its rights and obligation under this Agreement without prior written approval by the Company. Any purported assignment or transfer without the Company's consent shall be null and void.

C. Quality Control

In order to protect and preserve the Company's rights in the TIS marks, Producer understands, acknowledges, and agrees that the Company shall have the right, at all reasonable times, to inspect Producer's goods, services and promotional activities employing the TIS marks to ensure that such use is of proper quality and otherwise consistent with this Agreement.

D. Trademark Format

The Company retains the right to specify, from time to time, the format in which the Producer shall use and display the TIS marks, and the Producer shall only use or display the TIS marks in a format approved by the Company.

E. Proper Notice and Acknowledgment

Every use of the TIS marks by Producer shall incorporate in an appropriate manner an ® or ™, as displayed for each product on the Company's website, www.travelinsure.com

F. Impairment of the Company's Rights

Producer shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of the Company's rights in the TIS marks or any registrations derived from such rights.

G. Company Licensor's Rights and Remedies

Producer acknowledges and agrees that the Company has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to the Company, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with the Producer's breach of this Agreement, misuse of the TIS marks, or any other use of the Company marks by the Producer that is not expressly permitted by this Agreement. The Company reserves all rights not expressly granted to Producer and retains title and full ownership rights under the copyright and trademark laws of the United States or any other jurisdiction or under any federal, state, or foreign laws.

H. Indemnification Relating to Licensing Matters

The Producer shall defend, indemnify and hold harmless the Company against any and all claims made by any third parties, including but not limited to, violations of laws or regulations arising from the use of the TIS marks. In no event shall the Company be responsible for the actions of Licensee. The Company shall assume no liability whatsoever concerning Producer's use of the TIS marks.

I. Termination

Upon termination of this Agreement for any reason, the Producer shall cease using and immediately destroy all materials in its possession or on its website, if any, containing the TIS marks. The Company shall have the right to immediately terminate this Agreement: (1) upon the termination of the Agreement between the parties; or (2) in the event of a breach of this Agreement.

5. INTERNET PROMOTION TERMS

A. Internet Promotion

Subject to the terms of this Agreement, Company agrees to allow the Producer to promote Company's products on Producer's website. Producer will create and maintain on its website a link to www.travelinsure.com. The Company will provide the URL(s) for tracking purposes. The Company must approve in writing any text and graphics relating to Company and the products it offers including, but not limited to service marks, logos and text boxes appearing on Producer's website that reference the Company's products or that link to the Company. Producer and the Company acknowledge that this Agreement does not confer any right, title or ownership by either party in the intellectual property of the other, including but not limited to the party's name and logo.

B. Tracking

Tracking will be accomplished via the Company's existing link program. This combines the use of Javascript and cookies to place a unique code that will be assigned when this Agreement is signed by both parties. The code is built into the links from the Producer to the Company site. The Company will provide Producer with the proper link addresses.

C. Search Campaigns - Protected Keywords

For search marketing campaigns the Producer is prohibited from bidding on the keywords specified in Exhibit A or any combination or iteration of such keywords.

6. GENERAL PROVISIONS

A. Producer Conduct

The Producer shall be free to exercise personal judgment as to the time and manner of performing services authorized under this Agreement, 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 Producer shall be conducted in accordance with the laws and regulations of the jurisdictions in which the Producer is conducting business in furtherance of this Agreement.

B. Records and Supplies

All records maintained by the Producer hereunder and all books, rate manuals, forms and other supplies furnished to the Producer by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination of this Agreement.

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 Producer.

D. Prior Agreements Superseded

This Agreement shall supersede any and all prior agreements for commissions on group and/or individual policies or agreements between the parties hereto, whether written or oral, regarding the services of the Producer performed for the Company with respect to such products, except that commissions payable to the Producer by the Company under prior written Agreements between the parties hereto shall continue to be governed by the terms and provisions of such prior agreements.

E. Indebtedness

- (1) Any advance, loan, or extension of credit which the Producer 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

Producer used to transfer monies to the Company is dishonored upon presentment for payment, the amount thereof shall constitute an indebtedness of the Producer to the Company, and will include all related bank fees. Further, Producer's applications in question will not be honored until full restitution is made to the Company.

(2) Provisions relating to Indebtedness.

- (a) The Producer's entire indebtedness to the Company as recorded in the records of the Company may be deemed due and payable in full to the Company at any time.
- (b) The Producer 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 Producer of any indebtedness of the Producer to the Company.
- (c) The Producer hereby grants to the Company a first security interest in all commissions becoming due hereunder to secure any indebtedness of the Producer to the Company, and the Company may at any time apply commissions payable to the Producer hereunder or any other monies payable to the Producer 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 hereof.

G. Producer's Professional Liability Insurance

Producer shall maintain a Broker's/Agent's Professional Liability Insurance Policy in the amount of \$1 million while this Agreement is in force. The cost shall be borne by the Producer. The Company may request a copy of said policy at any time.

H. Amendment

Subject to Paragraph 3 B (6), this Agreement may be amended at any time and from time to time by written notice from a duly authorized officer of the Company to the Producer.

I. Hold Harmless

Except as provided in Paragraph 4 H, the Producer shall defend, indemnify and hold the Company and all of its respective officers, directors, employees, successors and assigns (collectively the "Company") harmless against any demands, suits, claims, liabilities, fines, penalties or costs (including reasonable attorneys' fees and expenses) which the Company may become legally obligated to pay: (a) as a result of a loss sustained by the insured(s) caused by an error or omission by the Producer; or (b) as a result of a breach of the terms of this Agreement by the Producer, provided that the Company has not contributed to or compounded such error, omission or breach. The Company shall defend, indemnify and hold Producer and all of its respective officers, directors, employees, successors and assigns (collectively "Producer") harmless against any demands, suits, claims, liabilities, fines, penalties or costs (including reasonable attorneys' fees and expenses) which Producer may become legally obligated to pay: (a) as a result of a loss sustained by the insured(s) caused by an error or omission by the Company; or (b) as a result of a breach of the terms of this Agreement by the Company, provided that Producer has not contributed to or compounded such error, omission or breach. The obligation to defend, indemnify and hold harmless shall survive the termination of this Agreement.

J. Choice of Law, Venue and Waiver.

This Agreement shall be construed under the laws of Ohio without giving effect to conflicts of law principles. Each party agrees to submit to the jurisdiction of the state and federal courts having jurisdiction over or located in the City of Columbus to adjudicate any claim or controversy arising under this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. The failure or delay by either party in exercising any of their rights hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof limit or preclude any other or further exercise thereof, or the exercise of any other right hereunder.

7. TERMINATION

A. This Agreement 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 Agreement may be terminated immediately by the Company without notice for cause, which term shall include the following:

- (1) Producer's commission of a fraudulent, illegal or dishonest act; or
- (2) Producer's violation of the laws, regulations, or rules of any jurisdiction in which the Producer operates, or of any governmental authority exercising jurisdiction over the Producer; or
- (3) Producer's failure to maintain or produce a valid Producer's Professional Liability Insurance Policy; or
- (4) Suspension or revocation of Producer's license in any jurisdiction by a governmental agency or regulatory authority; or
- (5) The Producer's insolvency, bankruptcy or the Producer entering into an assignment for the benefit of its creditors.

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

8. Governing Law

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

9. USI Travel Insurance California Travel Retailer Training

I hereby acknowledge and confirm that I have received the USI Travel Insurance California Travel Retailer Training material and that I will comply with the policies and procedures.

Except as otherwise provided in Paragraph 6 D, this document together with Exhibits A and B, attached hereto and incorporated herein, constitute the entire Agreement between the Producer and the Company.

PRODUCER SIGNATURE _____ DATE _____

On behalf of
USI Affinity _____ DATE _____

Name: Jon S. Boes Title: COO & Controller

Please Initial

IMPORTANT

PLEASE ATTACH A SIGNED COPY OF YOUR VALID INSURANCE LICENSE AND REMIT TO TRAVEL INSURANCE SERVICES, 3070 Riverside Drive, Columbus, OH 43221.

PRODUCER NAME _____ TIS PRODUCER CODE _____

PRODUCER'S COMPANY NAME _____

TELEPHONE () _____ FAX () _____

MAILING ADDRESS _____
(including city, state and zip)

STREET ADDRESS _____
(including city, state and zip)

E-mail ADDRESS _____

EXHIBIT A

PROTECTED KEYWORDS

usi travel insurance services, travel insurance services, travel insure, usi travel insure, travelinsure, usitravelinsure, usi travelinsure, usi travelinsurance, usi travel insurance, usitravelinsuranceservices, usi travelinsuranceservices, usi travelinsurance services, usi travel insuranceservices, usi affinity travel insurance services, usi affinity travel insurance, usi affinity travel insure, usi affinity travel insurance services, usi affinity travelinsure, www.travelinsure.com, travelinsure.com, www.travelinsure.com, travel insure com, www.travelinsure, <http://www.travelinsure.com>, travelinsurance services, select travel insurance, travel insurance select, usi travel insurance services select, usi travel insurance select, travel insure select, travel insurance select basic, travel insurance select plus, travel insurance select elite, travel insurance select cancel for any reason, study usa healthcare, studyusa, study usa, study usa health care, study usa insurance, studyusa insurance, study usa healthcare insurance, study usa health care insurance, insurance studyusa, insurance study usa, health care study usa, healthcare study usa, intermedical, intermedical insurance, inter medical insurance, visitusa, visit usa, visit usa healthcare, visit usa health care, visitusa healthcare, visitusa health care, worldmed insurance, world med insurance, worldmed, world med, voyager, voyager annual, voyager annual insurance, voyager insurance, worldwide group protector, worldwide group, group protector, worldwide major medical plan, worldwide major medical, medevacu, medevacu emergency assistance, medevacu insurance



Travel Insurance Services

Sub-Producer Agent Commission Schedule

Product	Commission
Visit USA-HealthCare™	15%
InterMedical™	15%
WorldMed™	15%
Voyager	15%
Worldwide Group Protector™	15%
Employee Travel Protection Plan™	15%
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 agree to by the following:

Producing Agent

Date

USI Travel Insurance Services

Date

For General Agent #132967



TRAVEL INSURANCE
SERVICES

California Travel Retailer Training



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USI Travel Insurance Services is a Division of
USI Insurance Service LLC

Travel Retailer Training Goals



The goals of this training are:

1. To help you, and your company (the Travel Retailer (“Retailer”)), understand the requirements of California’s new travel insurance agent licensing law as it relates to registering to transact insurance under our Limited Lines Travel Insurance Agent (“LLTIA”) license.
2. To explain to you the definitions, rules, and our policies regarding this law.
3. To inform you of your ethical obligations with respect to transacting insurance on our behalf.



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Definition of “Travel Insurance”

California defines “Travel Insurance” as meaning “coverage for personal risks incidental to planned travel, including one or more of the following:

1. Interruption or cancellation of a trip or event;
2. Loss of baggage or personal effects;
3. Damage to accommodations or rental vehicles; or
4. Sickness, accident, disability, or death occurring during travel.”

California excludes the following from the definition of Travel Insurance:

1. Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.);
2. Damage waiver contracts that are part of a rental company’s agreement under CA Civil Code § 1936(a)(5). The phrase “damage waiver” or “collision damage waiver” cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to “damage waiver” or “collision damage waiver” provided by a rental company, as defined in CA Civil Code § 1936(a)(1).

New California Law



Under the new California law, Retailers have two ways to transact Travel Insurance with California residents:

1. The Retailer may obtain its own LLTIA license; OR
2. The Retailer can be registered to operate under our LLTIA license, so long as certain consumer protections, which we will describe, are met.

Rules: What you MAY do

As a employee of a Retailer registered under our LLTIA license, you MAY transact Travel Insurance on our behalf and under our direction, including:

1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
2. Referring specific coverage/feature/benefit questions to us;
3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
4. Collecting premiums on our behalf; and
5. Receiving/recording information to share with us.



Rules: What you MAY NOT do

As an employee of a Retailer registered under our LLTIA license, if the Retailer is not otherwise fully licensed, you MAY NOT:

1. Hold yourself out as a licensed insurance agent
2. Answer technical questions about the benefits, exclusions, and conditions of the offered insurance; nor
3. Evaluate the adequacy of a customer's existing coverage

Rules: What you MUST do

As an employee of a Retailer registered under our LLTIA license, you MUST:

1. Only offer the Travel Insurance products that we, as the LLTIA, have authorized you to offer on our behalf.
2. Be sure your company is included on our LLTIA registration list.
 - As part of being included on the list, we will need to confirm that your company is meeting California's training and background check requirements.
3. Confirm that certain required disclosures are made to prospective purchasers.
 - See next slide...

What You or Us **MUST** Disclose



TRAVEL INSURANCE
SERVICES

1. In marketing or fulfillment materials, something similar to:

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

2. To a prospective insured:

1. That purchasing travel insurance is not required in order to purchase any other producer or services offered by the travel retailer
2. If not individually licensed, that the Retailer's employee is not qualified or authorized to:
 - a) Answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the travel retailer
 - b) Evaluate the adequacy of the prospective insured's existing insurance coverage

* These disclosures can be provided by the LLTIA (us) or Retailer (you) in one of three ways:

- a) Provided in writing to the purchaser; or
- b) Displayed by clear and conspicuous signs that are posted at every location where contracts are executed, included but limited to the counter where the purchaser signs the agreement; or
- c) Acknowledged in writing by the purchaser.

3. We will supply you with the content of these disclosures and instructions for distributing them. You must then provide them to prospective purchasers in accordance with our instructions.

USI Travel Insurance Services is a Division of

USI Insurance Service LLC

Ethics

- ▶ As a travel retailer transacting Travel Insurance on behalf of an LLTIA, you must be honest, trustworthy, respectful of others and their property, and compliant with the law. This includes:
 - ▶ Working within the parameters of the law, your authority under our LLTIA license, and your agency agreement.
 - ▶ Displaying professional business behavior
 - ▶ Disclosing known facts related to the insurance transaction
 - ▶ Understanding what you can do, can't do, and must do when transacting insurance.
 - ▶ Reporting suspicious or fraudulent activity
 - ▶ Avoiding deceptive practices and misrepresentation
 - ▶ Being fair to all parties involved in the insurance transaction
 - ▶ Avoiding conflicts of interest
 - ▶ Understand the fiduciary duty owed to us as the LLTIA while acting under our license.

Company promo page



TRAVEL INSURANCE
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Thank you

If you have any questions, please contact us at 1-800-937-1387.

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