



## NATIONAL PRODUCER AGREEMENT

This National Producer Agreement (this “**Agreement**”) is by and between Ryan Services Group, LLC (in California, d/b/a RSG Marketing Insurance Services, LLC, and in Nebraska and Oklahoma, d/b/a RSG Insurance Services, LLC), a Delaware limited liability company, for and on behalf of itself and the Providers (as defined below), and the producer identified on the signature page to this Agreement (the “**Producer**”). Hereinafter “**Ryan**” shall refer individually to the signatory, Ryan Services Group, LLC, where the context requires, or otherwise collectively to the signatory and its affiliates, including any applicable Provider with whom Producer is doing business.

### Background Recitals

Ryan is a subsidiary of Ryan Specialty, LLC (“**Ryan Specialty**”) and provides marketing and other services on behalf of other subsidiaries of Ryan Specialty. Subsidiaries of Ryan Specialty may operate, directly or indirectly through series and divisions, as wholesale insurance brokerage, as underwriting management, and/or as alternative risk intermediaries offering specialized insurance products and services to independent agents and brokers for their customers and clients.

All current and future insurance intermediaries organized or acquired by or on behalf of Ryan Specialty will be referred to separately as “**Provider**” and, collectively, the “**Providers**.” Ryan, the Providers, and the Producer may hereinafter be referred to individually as a “**Party**.”

The Producer is an insurance agent, producer, or broker that wishes to obtain through one or more of the Providers certain specialty insurance products for and on behalf of its customers and clients. The Producer intends for this Agreement to extend to, govern, and include all of the Producer’s branch office locations, subsidiaries, affiliates, and Federal Employer Identification Number(s) indicated on the Producer information table at the end of this Agreement or attached as a schedule hereto.

The Producer, Ryan, and the Providers want to mutually benefit and improve the overall efficiency of the insurance business that the Producer and the Providers may conduct by eliminating the need for the Producer to execute a separate broker, agency, or producer agreement with each Provider or each Provider to execute a separate agreement with each branch office location, subsidiary, or affiliate of Producer which operates under the same Federal Employer Identification Number.

## The Agreement

Ryan (for itself and on behalf of the Providers) and the Producer (for itself and on behalf of each branch office location, subsidiary, or affiliate which operates under the same Federal Employer Identification Number), intending to be legally bound, agree as follows:

### 1. Ryan Representations and Warranties

1.01 Ryan represents and warrants that it is authorized to enter into this Agreement and shall be bound by the terms hereof, and that each Provider (i) has authorized Ryan to execute this Agreement on its behalf, and (ii) is and will be bound to the Producer by the terms of this Agreement as if it was a signatory hereto.

1.02 Ryan represents and warrants that each Provider possesses all requisite (i) resident corporate, agency, and/or individual agent, broker, producer, surplus lines, or other license required by the insurance regulator in the state in which it was incorporated or organized (the “**Provider Domicile State**”) in order to transact the insurance business contemplated under this Agreement, and (ii) non-resident corporate, agency, and/or individual agent, broker, producer, surplus lines, or other license required by any applicable non-Provider Domicile State insurance regulator in order to transact the insurance business contemplated under this Agreement, including but not limited to any license applicable to the Provider in the home state of the named insured under any applicable insurance policy; *provided*, that the home state will be determined in accordance with the provisions of the Nonadmitted and Reinsurance Reform Act of 2010, 15. U.S.C. §8201, *etc.* (“**NRRA**”) where applicable.

1.03 Except to the extent that Ryan notifies the Producer in writing to the contrary, Ryan represents and warrants that any Provider that is organized or acquired after the effective date of this Agreement (i) will be bound to the Producer by the terms of this Agreement as if it was a signatory hereto and has authorized Ryan to so notify the Producer, and (ii) will authorize and agree that the Producer’s covenants and undertakings to Ryan will be deemed to be the Producer’s covenants and undertakings to such Provider. In addition, any licenses, proof of insurance or documents, records, or information other than policyholder submissions that the Producer provides to Ryan will be deemed to be documents, records, or other information the Producer provides to any such Provider.

1.04 Ryan will notify the Producer of any subsequently acquired or organized Providers, and such notification may include written or electronic correspondence to the Producer or postings on its website or one or more of the websites of the Providers, each of which will constitute adequate and effective notice under this Section 1.04. Producers are responsible for monitoring the websites of Ryan and the Providers for such notices.

### 2. Producer Representations and Warranties

2.01 The Producer represents and warrants that it is authorized to enter into this Agreement on behalf of itself and all subsidiaries and affiliates operating under this Agreement, and each shall be bound by the terms hereof as if it was a signatory hereto. The Producer also represents and warrants that it and all persons acting on its behalf or at its direction possess all requisite (i) resident corporate, agency, and/or individual agent, broker, producer, surplus lines, or other license required by the insurance regulator in the state in which it was incorporated or organized (the “**Producer Domicile State**”) in order to transact the insurance business contemplated under this Agreement; and (ii) non-resident corporate, agency, and/or individual agent, broker, producer, surplus lines, or other license required by any applicable non-Producer Domicile State insurance regulator in order to transact the insurance business contemplated under this Agreement, including but not limited to any license applicable to the Producer or any person(s) acting on its behalf or at its direction in the home state of

the named insured under any applicable insurance policy; *provided that*, the home state will be determined in accordance with the provisions of the NRRA where applicable.

2.02 The Producer represents and warrants that if the Producer asks Ryan or any Provider to issue a quotation for any of the Producer's customers, clients, or prospects that are located outside of the Producer Domicile State, the Producer and all persons acting on its behalf or at its direction shall have and maintain any non-resident corporate, and/or individual agent, broker, producer, surplus lines, or other license required by any applicable insurance regulator in such state in connection with such quotation.

2.03 The Producer represents and warrants to Ryan and the Providers that (i) the Producer is and will be bound to the Providers with whom the Producer transacts business by the terms of this Agreement as if the Providers were signatories hereto, and (ii) the Producer's covenants and undertakings to Ryan hereunder shall be deemed to be the Producer's covenants and undertakings to all applicable Providers.

2.04 The Producer represents and warrants that the Producer will not (i) bind Ryan or any Provider, or any insurer with respect to any insurance, without the prior written authorization of the applicable Provider; (ii) issue any certificate of insurance that is inconsistent with the policy terms issued; or (iii) place any advertisement in any medium (currently existing or existing at any time during the term of this Agreement) or issue or distribute any circular or paper involving Ryan or any Provider without the prior written consent of Ryan or the applicable Provider, as the case may be.

2.05 All information submitted by Producer in conjunction with this Agreement and any products or services contemplated herein is true and correct, and Producer shall give Ryan prompt notice of any change in such information.

### **3. Insurance Licenses**

3.01 Upon Ryan's request, the Producer will promptly provide Ryan with a copy of all resident and non-resident corporate, agency, and/or individual agent, broker, producer, surplus lines, or other similar licenses held and maintained by the Producer.

3.02 Upon the Producer's request, Ryan will promptly provide the Producer with a copy of all resident and non-resident corporate, agency, agent, broker, producer, surplus lines, or other similar licenses held and maintained by any applicable Provider.

3.03 Ryan will provide the Providers with access to, or evidence of, any or all resident or non-resident corporate, agency, insurance agent, broker, producer, surplus lines, or other similar licenses or information the Producer provides to Ryan, and the Producer will have no obligations to provide any such licenses or information to the Providers directly.

### **4. Insurance Coverage**

4.01 Upon Ryan's request, the Producer will promptly provide Ryan with evidence to Ryan's reasonable satisfaction of (i) errors and omissions insurance coverage in force that the Producer maintains for itself and its officers and employees, with an annual policy limit for each occurrence of not less than \$1,000,000 (one million US dollars); and (ii) cyber liability insurance coverage in force that the Producer maintains for itself and its officers and employees, with an annual policy limit for each occurrence in an amount of not less than \$1,000,000 (one million US dollars) (collectively, the "**Minimum Coverage**").

4.02 While policies issued under this Agreement are in effect, the Producer will continue to maintain in force no less than the Minimum Coverage and, upon Ryan's request, will promptly provide Ryan with evidence to Ryan's reasonable satisfaction of such Minimum Coverage.

4.03 All errors and omissions insurance coverage and cyber liability insurance coverage required under this Section 4 will be issued by insurers with an A.M. Best rating of equal to or greater than A-.VII.

## **5. Compensation; Collection and Payment of Premiums and Surplus Lines Taxes and Fees**

5.01 All compensation payable by any Provider to the Producer for business the Producer places with such Provider will be in such amount or percentage of premium charged for such business as indicated on any invoice or statements issued by the Provider, or as the Producer and such Provider otherwise mutually agree in writing. If there is return premium with respect to any business the Producer places with any Provider hereunder, the Producer will pay return commission at the same rate or on the same basis upon which such business was placed. With respect to any insurance policy placed or arranged by a Provider for the Producer which has been financed by a premium finance company, the Provider shall have the option of remitting any return premium directly to the premium finance company, and/or to the Producer. The Producer shall be responsible for paying return premium (including any unearned commissions received by Producer) due to the premium finance company in accordance with the premium finance contract and applicable law; Producer agrees to indemnify, defend, and hold harmless any Provider and any applicable insurers for any losses, claims, expenses, reasonable attorneys' fees, penalties, or fines arising from any failure to comply with this obligation to pay return premium to the premium finance company.

5.02 The Producer will pay any Provider with whom the Producer has placed insurance business hereunder the balance due on all certificates, policies, and endorsements relating to such business at the time indicated on any invoice or statement issued by the Provider, or as the Provider and the Producer otherwise mutually agree in writing. Producer agrees to comply with all applicable laws and regulations related to disclosure of compensation, including, if applicable, disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation. Producer agrees, to the extent required by applicable law or requested by Ryan or the applicable insurer(s), to disclose in writing to each customer or client in advance of purchase the nature of any compensation Producer will receive or may be eligible to receive from Provider in connection with the placement or servicing of the customer's or client's business, including Producer's potential eligibility to receive incentive or contingent compensation. Producer agrees to provide a copy of such disclosures to Providers upon request. Producer will also notify the customer or client that the customer or client may obtain more information about the compensation Producer receives or is eligible to receive in connection with the placement or servicing of the customer's or client's business, and Producer will provide to the customer or client any compensation disclosure requested by the customer or client, or any disclosure required by Ryan or the Providers. If required by law or requested by the customer or client, Provider may disclose the compensation paid to Producer by Provider or for which Producer may be eligible.

5.03 A Provider with whom the Producer has placed insurance business may also have an agreement with the insurer that may pay Provider future additional incentive or other compensation. This type of compensation is in addition to any fees and/or commissions that Provider has agreed to accept for placing the insurance. This compensation could be based on formulas that consider the volume of business placed with the insurer, the profitability of that business, how much of the business is retained for the insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, Providers often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to the insurance placed. Ryan affiliates may also earn investment income on accounts temporarily held as fiduciary funds and compensation as a broker, underwriting manager, reinsurer or reinsurance

intermediary, premium finance company, claims adjuster, consultant, or other service provider. If you need additional information about the compensation arrangements for services provided by Ryan affiliates, please contact your Ryan representative. The broker with the direct relationship with the customer or client must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the customer or client that it may request more information about producer or broker compensation that might be paid in connection with the customer's or client's placement.

5.04 Subject to Section 5.05, the Producer guarantees to pay the applicable Provider all premiums, and taxes if applicable, on any insurance policy placed or arranged by such Provider for the Producer, irrespective of whether the Producer has collected such premiums, or taxes if applicable, from any customer or client of the Producer. This Section 5.04 will survive the termination of this Agreement.

5.05 Notwithstanding Section 5.04, the Producer will not be responsible for any disputed or uncollectible additional premium due pursuant to any annual or interim premium audit or any retrospective rating adjustment under any insurance policy placed or arranged by the Provider for the Producer, *provided that*, the Producer notifies the Provider of the Producer's inability, following the Producer's diligent efforts, to collect such additional premium within thirty (30) days, or any other due date stated in the invoice, after the Producer receives written notice from the Provider of such additional premium. The Producer will not be entitled to any compensation with respect to any such additional premium, irrespective of whether such premium is collected from the applicable customer or client. The Producer shall not accept payments for any audits past the due date without prior written approval from Providers. This Section 5.05 will survive the termination of this Agreement.

5.06 Any premiums the Producer collects or receives from its customer or client for insurance placed hereunder, and any premium refunds that are paid by or on behalf of any Provider to the Producer for the Producer's customer or client, must be deposited into one or more of the Producer's fiduciary accounts in accordance with all applicable insurance laws and regulations until they are due to be paid to the Provider or such customer or client, as the case may be. Subject to any applicable insurance laws or regulations and insurer's consent, if required, the interest or investment income earned while any such premiums are on deposit in any such accounts may be retained by Producer.

5.07 Upon Ryan's or any Provider's request, the Producer will promptly provide Ryan or the applicable Provider with evidence to Ryan's or the Provider's reasonable satisfaction of the Producer's compliance with its obligations under Section 5.06. The Producer's compliance with Ryan's request also will be deemed to be compliance with, and for the benefit of, all Providers applicable to the business written.

5.08 If any business placed by the Producer with a Provider is underwritten by a non-admitted insurer, timely compliance with all applicable surplus line requirements governing such business, including without limitation (i) filing and retaining documentation of the requisite declinations from admitted insurers, and (ii) filing and paying all requisite taxes and fees applicable to such business shall be the responsibility of the Producer, subject to approval by Provider and documented in writing by the Producer. For such business placed by the Producer with any Provider on a non-admitted basis, where Producer has responsibility for applicable surplus lines requirements as set forth herein, the Producer shall, upon request by the Provider, provide the applicable Provider with proof of such compliance and filing of the applicable surplus lines taxes, and any other information Provider may reasonably request.

5.09 If the Producer does not pay the premiums and taxes, if applicable, described in Section 5.04 above when due, and as a result of such non-payment, any Provider incurs any damage, cost, fine, penalty, or expense (including, but not limited to, collection expenses and reasonable attorneys' fees), the Producer will promptly reimburse the Provider for any such damage, cost, fine, penalty, or expense (including, but not limited to, collection expense and reasonable attorneys'

fees), with respect to such unpaid premiums and any applicable taxes. This Section 5.09 will survive the termination of this Agreement.

## **6. No Automatic Renewals; Notice of Policy Expirations**

6.01 Insurance placed or arranged by any Provider for the Producer will be for a definite policy period, as specified in the applicable policy. Ryan and the Provider will not be obligated to notify the Producer about any policy's expiration, and the Producer will be responsible for notifying its customers and clients about any such expiration.

6.02 The Producer will be responsible for complying with all renewal notice requirements regardless of any prior practice of the Provider, or any industry standard, custom, or usage. If the Provider, in its sole discretion, voluntarily notifies the Producer about any policy expiration or renewal requirements, such notification will not be deemed to be a waiver of the Producer's responsibilities or an assumption of any responsibility of the Producer to provide such notices.

## **7. Compliance with Applicable Laws; Records**

7.01 Producer agrees that Ryan may verify Producer licenses through the National Insurance Producer Registry or similar licensing clearinghouse and conduct any background check deemed necessary on Producer, its owners, officers, directors, or licensed producers. Producer will notify Ryan at once if Producer's license necessary to operate under this Agreement is suspended, revoked, or otherwise terminated, voluntarily or involuntarily, in any state or U.S. Territory. No commissions shall be due for any submission for which Producer is not properly licensed. If Producer fails to maintain the necessary licenses, Producer shall indemnify and hold harmless Ryan and any Provider for any losses, claims, expenses, reasonable attorneys' fees, penalties, or fines arising therefrom.

7.02 Producer agrees to comply with all applicable insurance laws and regulations. Producer will promptly notify Ryan of any regulatory complaint, investigation, or alleged violation of law regarding any business produced under this Agreement.

7.03 Each Party shall comply with applicable laws regarding all customer data or personal information ("**PI**") subject to privacy and data security laws and regulations ("**Privacy & Data Laws**") regulating the use, maintenance, or disclosure thereof by the Parties' and their affiliates' employees, customers, policyholders, or claimants.

7.04 Producer shall maintain readily identifiable books, records, and correspondence with policyholders ("**Records**") in connection with business transacted under this Agreement. Such Records shall be maintained in accordance with applicable record retention laws. Producer will provide Ryan with access to its Records associated with the business transacted under this Agreement as reasonably requested by Ryan. Producer agrees to comply with any reasonable instructions from Ryan relating to the provision of Records, including the format in which to provide information to Ryan or requests to automatically provide copies of certain information. This Section 7.04 shall survive the termination of this Agreement for any reason.

7.05 Notwithstanding anything in this Agreement to the contrary, in the event that Producer is a member of a network or association of insurance agents (an "**Agency Network**"), Ryan (or any Provider) and such Agency Network may share information (including production information) about Producer between each other.

## **8. Ownership of Expirations**

8.01 During the term of this Agreement and upon termination pursuant to Section 9.01, the Producer's Records, together with the use, control, and ownership of expirations applicable to any insurance placed or arranged by or through  
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Provider (the “**Expiration**”) will remain the Producer’s property. If upon termination of this Agreement, there are undisputed amounts owed to Ryan by Producer, then Ryan or the applicable Provider may provide written notice to Producer of such amount owed. If any such amounts are not remitted to Ryan or the applicable Provider within thirty (30) days’ following provision of such notice, then the use and control of the Expirations shall vest in Ryan to the extent necessary for Ryan to recover such undisputed amounts owed.

## **9. Termination**

9.01 This Agreement may be terminated by Ryan or the Producer with a thirty (30) day advance written notice for any reason by written or electronic notice to the other Party stating when such termination is to be effective; *provided, however*, that any such termination will not relieve the Producer’s and any applicable Provider’s obligations to each other with respect to payment of premium and taxes, if applicable, or compensation for insurance placed or arranged hereunder before the effective date of termination. For any policies bound or in force with Provider prior to termination, Producer will continue to service these policies with Provider otherwise pursuant to the terms of this Agreement until cancellation or the normal expiration of such policies.

9.02 This Agreement may be terminated by Ryan or the Producer at any time if the other Party materially breaches the terms of this Agreement, by providing written notice with the date when such termination is to be effective. For the avoidance of doubt, material breach includes but is not limited to (i) the failure of the other Party to pay any amount owing hereunder; (ii) the loss or suspension of a license by the other Party; (iii) the other Party fails to or is no longer able to properly service the policies, or is no longer in business; or (iv) the other Party is subject to investigation, fine, or penalty by a regulatory authority for violation of applicable law. Any such termination will not relieve the Producer’s and any applicable Provider’s obligations to each other with respect to payment of premium and taxes, if applicable, or compensation for insurance placed or arranged hereunder before the effective date of termination. For any policies bound or in force with Provider prior to termination, Producer will continue to service such policies otherwise pursuant to the terms of this Agreement until the cancellation or the normal expiration of such policies, unless Ryan elects to take over the servicing of such policies or reassign such servicing.

9.03 If Ryan terminates this Agreement because the Producer does not pay any applicable premium or taxes when due, any applicable Provider, at its option, may offset against such unpaid premium, or taxes if applicable, the amount of any future compensation otherwise payable to the Producer with respect to any insurance placed or arranged by the applicable Provider hereunder.

9.04 Termination of this Agreement pursuant to Section 9.01 above will not affect any of the Producer’s rights concerning the ownership of any insurance business, or Expirations relating thereto, that any Provider placed or arranged hereunder for the Producer.

## **10. Indemnification**

10.01 Producer hereby agrees to indemnify, defend, and hold harmless Ryan, the Providers, and their officers, directors, and employees from any and all losses, liabilities, suits, claims, expenses, reasonable attorneys’ fees, penalties, or fines, arising from the acts, errors, or omissions (whether intentional or unintentional) of the Producer and its employees, representatives, and sub-agents. This Section 10.01 will survive the termination of this Agreement.

10.02 Providers hereby agree to indemnify, defend, and hold harmless the Producer, its officers, directors, and employees from any and all losses, liabilities, suits, claims, expenses, reasonable attorneys’ fees, penalties, or fines arising

from the acts, errors, or omissions of the Providers (whether intentional or unintentional). This Section 10.02 will survive the termination of this Agreement.

## **11. Electronic Trading**

11.01 During the term of this Agreement, and upon request of access to any Ryan affiliate electronic trading sites (“Site” or “Sites”), Ryan may provide to Producer a password to access and logon to the Site. Producer may not transfer or share its logon or password with anyone, except Producer may permit only its authorized agency employees to obtain and use the password and to access and use the content solely for the purpose of performing functions of daily business activity with Ryan pursuant to this Agreement. Each user who uses the logon and password will be deemed to be authorized to access and use the Site by Producer, and Ryan has no obligation to investigate the authorization or source of any such access or use. Producer solely will be responsible for all access to and use of the Site by anyone using the logon and password issued to Producer whether or not such access is actually authorized by Producer, including, without limitation, all communications, transmissions, transactions, and obligations (including, without limitation, financial obligations) that may result from such access or use. Producer will immediately notify Ryan of any unauthorized use of the logon and password, any threatened or actual damage, hacking, security breach, or other unauthorized or illegal intrusion or use of the Site by any former or existing employee of Producer, or any other person. Producer shall hold the logon and password in strict confidence and shall not permit any use, disclosure, or distribution of such information to any person or entity except as expressly permitted under this Agreement. Producer’s use, and the use by each user who uses Producer’s logon and password, of the Site shall be subject to all terms and conditions of use posted on the Site, which are incorporated herein in their entirety by this reference, as the same may be amended from time to time, including, without limitation, any applicable liability disclaimer and limitation of liability. In addition to other indemnification obligations in this Agreement, Producer shall indemnify, defend, and hold harmless Ryan’s and it’s affiliates’ respective officers, directors, employees, agents, and customers from and against all claims, injury, liability, losses, expenses, damages, and costs (including reasonable attorneys’ fees) resulting, directly or indirectly, from any activity related to or arising from (i) Producer’s use of the Site, (ii) any of Producer’s former or existing employee(s) use of the Site, and/or (iii) any use of the Site by any person using Producer’s logon and password. Ryan may, in its sole discretion, immediately suspend, terminate, or refuse access to the Site and the related services or any portion thereof, or terminate Producer’s logon and password, at any time, without notice, if Ryan believes that Producer has transferred or shared its logon and password to the Site in violation of this Agreement or the terms and conditions of use posted on the Site, or Producer’s use of the Site otherwise violates this Agreement, violates applicable law, or is harmful to the interests of Ryan, its affiliates, or their other customers.

11.02 During the term of this Agreement, Ryan hereby grants Producer a non-transferable, non-assignable and non-exclusive license to use and access the Site for its intended purpose. This Agreement authorizes access to the Site by Producer’s employees who are acting in compliance with applicable producer licensing laws. Producer must make the submission to the Site on behalf of the policyholder and no account may be “double brokered” from another producer without the written consent of Ryan. The Producer must verify the product selected is suited to the policyholder’s needs before binding. Premium refunds on policies cancelled may be delayed when it is necessary to issue a check. Producer may use, copy, and distribute Ryan materials as presented on the Site and without alterations as long as each copy: (i) is solely for business transacted through Ryan under this Agreement and is not modified or altered in any manner other than providing policyholder responses on insurance applications; (ii) plainly displays all copyright and other proprietary notices in the same manner as the original; and (iii) displays a statement that the materials are used solely with permission from Ryan. Except as expressly provided herein, Producer shall not modify, publish, reproduce, republish, create derivate works, copy, upload, post, transmit, distribute, or otherwise use the Site’s content or frame the Site within any other web site without obtaining prior written permission from Ryan. Producer may not directly access a Site or any underlying database thereof except via the standard browser/graphic user interface for such Site. Producer may not directly or indirectly (and Producer hereby covenants not to directly or indirectly) use any robot, script, or other automated tool to access or use a Site or any data or



database thereof. Systematic retrieval of data or other content from the Site to create or compile (directly or indirectly) a collection, compilation, database, or directory, without the prior written permission from Ryan is prohibited.

11.03 In conjunction with this Agreement and, in particular, with respect to the Sites, Producer agrees (for itself and on behalf of the policyholder) to transact business with Ryan using electronic communications, either via web forms on such Site or via email. Producer expressly consents (for itself and on behalf of the policyholder) to receive all notices, information, and other communications from Ryan concerning any subject matter, but, in particular the Sites, via electronic email. Electronic communications will be deemed received by Producer when Producer's email message system reports that any email message that Ryan or a Site sends to Producer has been received by Producer's system, regardless of whether Producer ever actually opens or reads such email. Ryan may, but is not required, to use return receipt requests. Producer must maintain a valid email address and update same with Ryan through the applicable Sites. Ryan may terminate Producer's access to any Site at any time that Ryan determines Producer fails to maintain a valid email address. Producer shall comply will all applicable requirements to provide paper copies of documents to policyholders. Producer is responsible for obtaining any required consents from the policyholder to transact business electronically.

## 12. Information Security

12.01 (a) Each Party agrees to maintain information security policies and procedures that include administrative, technical, and physical safeguards designed to (i) ensure the security of customer data and PI, (ii) protect against anticipated threats or hazards to the security or integrity of customer data or PI, (iii) protect against unauthorized access or use of customer data or PI, (iv) comply with all applicable Privacy & Data Laws in its use of customer data or PI, and (v) return all customer data or PI to the disclosing Party, upon its request, or ensure the proper disposal of customer data or PI ("**Security Procedures**"). If required by applicable law, each Party shall conduct a risk assessment to evaluate the adequacy of their Security Procedures and adopt policies in response to the risk assessment including but not limited to, access controls, multi-factor authentication, and use of encryption to protect customer data and PI.

(b) Each Party further agrees to immediately notify the other Party of any actual or suspected breach of Security Procedures and/or data breach involving customer data or PI disclosed under this Agreement and to appropriately document any and all corrective actions taken. Upon learning of any security event involving data provided in connection with this Agreement each Party shall: (i) promptly, at its own cost and expense, conduct its own internal investigation; (ii) cooperate with the other Party in any investigation of a security event; (iii) comply with Privacy & Data Laws. All statements, releases, notices, or communication of a security event involving the other Party's data or facilities require the written approval of that Party, said approval to be timely provided and not unreasonably withheld.

(c) Each Party will promptly exchange with the other Party any complaints from insureds, prospects, or other members of the public or any governmental agency regarding the performance or operation of the Site under this Agreement. Producer will require from its third-party contractors who have access to the Parties' customer data or PI an Agreement that requires compliance with the data protection laws and protection of any customer data or PI received in connection with this Agreement. With respect to PI, the Parties shall, to the extent required by applicable Privacy & Data Laws, carry out the instructions of the identified or identifiable natural living person to whom the PI relates ("**Data Subject**") regarding access to their data, correction of inaccuracies in their data, erasing their data, prevention of direct marketing, automated decision-making and profiling with their data, and the portability of their data (safely moving personal data from one IT environment to another). The Producer shall immediately inform the Data Subject if, in its opinion, an instruction infringes Privacy & Data Laws.

12.02 Ryan may use PI and other information received in conjunction with any business between the Parties or the use of Sites to create non-identifiable information that Ryan may use alone or in the aggregate with information obtained

from other sources, in order to help Ryan to optimally deliver existing products and services or to support or develop new products, services, and markets. Additionally, Ryan may use PI and other information about insureds, prospective insured, and Producers to create anonymized and aggregated information, such as de-identified demographic information, de-identified location information, information about the computer or device from which a person accesses the Sites, or other analyses Ryan creates. Anonymized and aggregated information is used for a variety of functions, including the measurement of visitors' interest in and use of various portions or features of the Site. Anonymized or aggregated information is not PI, and Ryan may use such information in a number of ways, including research, internal analysis, analytics, and any other legally permissible purposes. Ryan may share this information within Ryan and with third parties for Ryan's or such third parties' purposes in an anonymized or aggregated form. The terms "**anonymized**", "**de-identified**" and "**non-identifiable**" as used in this paragraph shall mean information that excludes the name of the insured and any individual. Nothing herein shall preclude Ryan from sharing information that is not de-identified with its actual and potential service providers and vendors who support the business purpose for which Ryan received such information in the ordinary course, or otherwise in compliance with applicable law, and Ryan or such service providers may share such information with Ryan's markets and carriers for the purpose of obtaining or servicing insurance. Producer is responsible for obtaining any consents from policyholders and prospective policyholders which may be required to share PI with Ryan for the purposes permitted hereunder. Producer represents and warrants that with respect to any PI of any individual disclosed by the Producer to Ryan, Producer has obtained the consent of such individual or has another basis for disclosure of the PI to Ryan in compliance with applicable law.

12.03 Producer shall comply with terms imposed by banks, credit card companies, and electronic payment vendors authorized to accept credit cards, e-check, or EFT (collectively "**Electronic Payments**"), including, but not limited to, chargeback rules. During the term of this Agreement and after termination, Producer agrees to return its portion of fees or commissions required by any chargeback imposed for Electronic Payments as a result of Producer's transactions. The Producer shall notify Ryan in writing as soon as practicable if a charge is disputed. Before arranging Electronic Payments, Producer agrees to implement reasonable security procedures designed to maintain security for Electronic Payments, including but not limited to, (a) maintaining a policy that addresses information security for employees and contractors; (b) restricting physical access to cardholder/accountholder information; (c) preventing storing or retaining card validation codes; (d) destroying or purging all media containing obsolete transaction data with cardholder/accountholder information after final transaction authorization; (e) keeping all systems and media containing card account, cardholder or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party; and (f) using equipment intended to be Payment Card Industry Data Security Standard compliant. Producer agrees not to arrange any Electronic Payment transaction if it has knowledge or notice of any fact or circumstance which would indicate that any Electronic Payment transaction is fraudulent or not authorized by the related cardholder/policyholder or which would otherwise impair the validity or collectability of the cardholder/policyholder's obligation arising from such transaction or relieve the cardholder/policyholder from liability with respect thereto.

12.04 Producer acknowledges that Ryan will need to access information about the policyholder from third party interfaces required for underwriting and compliance including, without limitation, address validation, OFAC verification, credit scores, protection class, distance to coast, property inspections, catastrophe modeling, and vehicle and driver information. Producer acknowledges that Ryan must investigate every person that is or may be party to a transaction on the Site including all prospective insureds, to ensure that such person or entity is not on the list of Specially Designated Nationals and Blocked Persons issued by the Office of Foreign Assets Control ("**OFAC**"), a division of the U.S. Treasury Department, as such list may be amended by OFAC from time to time. The Site shall conduct OFAC checks and comply with all applicable OFAC-related rules and regulations, and the applicable insurer's OFAC-related policies, including, without limitation, any policy that prohibits binding until all names are cleared. Producer represents and warrants that it has obtained legal and effective authorization from its prospective insureds to permit Ryan to conduct such investigations. Producer will verify the identity of its customers.

### **13. Notice**

13.01 Any notice under this Agreement by any Party that is to be considered delivered in writing must be delivered by distribution of hard copy to the last known mailing address, via email to [regulatorycompliance@ryansg.com](mailto:regulatorycompliance@ryansg.com) for Ryan, via the email address provided by the Producer in conjunction with executing this Agreement for the Producer, or via the Sites or such other electronic portal as enabled by Ryan.

13.02 Any notice given by the Producer under Section 13.01 to Ryan also will be deemed to be notice to, and for the benefit of, all the Providers.

13.03 Any notice given by Ryan under Section 13.01 to the Producer also will be deemed to be notice by, and for the benefit of, all Providers.

### **14. Entire Agreement and Construction**

14.01 This Agreement constitutes the entire agreement of Ryan, the Providers, and the Producer with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether written or oral, about such subject matter. The Producer may not assign this Agreement without the express written consent of Ryan.

14.02 This Agreement may only be amended, modified, or supplemented by (i) an agreement in writing signed by Ryan and the Producer or (ii) Ryan delivering to Producer written notice of its intent to amend the Agreement and a copy of such proposed amendment, which shall automatically become effective forty-five (45) days following delivery of such notice.

14.03 Forbearance, neglect, or failure by either Party to enforce any or all of the provisions of this Agreement or to insist upon strict compliance by the Agreement shall not be construed as a waiver of any rights or privileges of such Party. A waiver of a past act or circumstance shall not constitute or be a course of conduct or waiver of any subsequent action or circumstance.

14.04 In case any of the provisions contained in this Agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity of any other provision of this Agreement.

14.05 The section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. Any reference in this Agreement to law shall mean any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of law of any governmental authority with relevant jurisdiction.

14.06 All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

This National Producer Agreement is executed as of the Effective Date indicated below by the Producer.

**IMPORTANT**

THE FOLLOWING INFORMATION MUST BE PROVIDED TO COMPLETE PROCESSING. PLEASE RETURN TO [agencyadministration@RYANSG.COM](mailto:agencyadministration@RYANSG.COM)

**PRODUCER**

|   |                                  |        |                           |
|---|----------------------------------|--------|---------------------------|
| Effective Date:   |                                  |        |                           |
| <b>Full Name of Agency:</b><br>Fictitious or Assumed Name:<br>If none, please indicate with "none" or "N/A"   |                                  |        |                           |
| Do you have multiple locations/branches/divisions? No <input type="checkbox"/> Yes <input type="checkbox"/>   |                                  |        |                           |
| Is your firm considered a wholesale brokerage agency? No <input type="checkbox"/> Yes <input type="checkbox"/>  |                                  |        |                           |
| For each legal name, entity and/or FEIN included as a Producer under this Agreement, please attach a schedule of locations indicating the applicable legal entity(s), name(s), FEIN(s), and the office, division, or region with which it operates under, and attach a W9 form for each FEIN indicated. |                                  |        | FEIN:                     |
| Producer must notify Ryan promptly of any change in the information provided on the schedule.   |                                  |        |                           |
| Mailing Address:  | Street:<br>City:                 | State: | Suite/Floor:<br>Zip Code: |
| Physical Address:<br>(if different than above)  | Street:<br>City:                 | State: | Suite/Floor:<br>Zip Code: |
| Main Phone Number:  | Main Fax Number:                 |        |                           |
| Website:  |                                  |        |                           |
| <b>Producer Agreement Contact:</b><br>Name:   | E-mail Address:<br>Phone Number: |        |                           |
| <b>Accounting Contact:</b><br>Name:   | Email Address:<br>Phone Number:  |        |                           |
| Parent Company:<br>(If none, please indicate with "none" or "N/A")  |                                  |        |                           |

By: \_\_\_\_\_

Signature of Producer's Duly Authorized Representative on behalf of all entities indicated above or on the schedule attached hereto

Print Name:

Title:

**Ryan Services Group, LLC**

By:   
Brendan Mulshine, Executive Vice President