



Dear Agent,

Attached is a copy of our required producer agreement along with a checklist of items that we will need in order to finalize your appointment with Equity Partners Insurance Services, Inc. of Mandeville, Louisiana.

We are required to have this documentation from each agency which we transact business with. Until these documents are received, Equity Partners Insurance Services, Inc. is unable to process, authorize, or provide your agency with a User ID & Password to our on-line center at http://www.epinsurance.com/agency_login.htm

We encourage all of our agents to visit our website and subscribe to our email listing program so we can keep you informed of important on-line changes, new programs, new products, new employees, and other information pertaining to our business. You can reach this link by going to http://www.epinsurance.com/newsletter-email_subscribe.htm

We expect our On-Line programs and other products to evolve at a tremendous pace over the next 6 to 12 months. We are committed to becoming one of the leading on-line providers in our respective areas. Our appointments for our On-Line products under Phase II will be limited to those agencies that support us during Phase I of our introductions of these products. We will also respect the territories of our agents by ensuring you that our products & services are not saturated within your area.

If you have any questions or concerns, please do not hesitate to contact us. Thank you for choosing Equity Partners Insurance Services, Inc.

Preferred Producer Agreement

This agreement is made between **Equity Partners Insurance Services, Incorporated**, a Louisiana corporation, and its subsidiaries (hereinafter "EP Ins.") and _____, (hereinafter "Producer") on this _____ day of _____, 20_____

In consideration of the promises and agreements herein set forth, the parties agree as follows:

Purpose: It is agreed that EP Ins. is placing or underwriting risks and insurances with insurance carriers at the request of Producer, and that EP Ins. incurs no liability with respect to any losses suffered by insured's under such policies.

Term and Termination: This agreement shall commence and be effective from the date first written and shall terminate when canceled by either party. Either party hereto shall have the right at any time to terminate this agreement by written notice specifying the effective date of termination, which shall be not less than thirty (30) days thereafter, except as specified under the paragraph titled "Compliance" herein. Such termination shall not affect the rights and obligations of the parties with respect to prior acts and transactions

Non-exclusivity: Unless specified in a validly executed addendum to this agreement, nothing in this agreement shall be construed to create an exclusive relationship between EP Ins. and Producer. Each party is free to transact business with any other business entity of its choosing.

Relationship: Nothing in this agreement shall be construed to create the relation of employer and employee between EP Ins. and Producer or between any employees or representatives of the parties.

Payment: Producer agrees to promptly forward premium payments for all insurances placed by EP Ins. under this agreement in which such policies were placed by EP Ins.; with the respective insurance carrier. Producer agrees to promptly forward audit premium payments not later than 30 days from the invoice date for such premiums or turn them in as un-collectable in writing to our Home office location; at which time any commission that was payable will be void. In the event of Producer's failure to forward premium payments according to the preceding terms, EP Ins. may, at its discretion, pursue any legal or equitable remedies available under appropriate jurisdictions. Producer agrees to pay all costs and expenses of collection, including reasonable attorney fees, incurred by EP Ins. in the course of collecting payments due under this agreement.

Commissions: All transactions will be quoted separately with a commission percentage [%] clearly stated on each individual quote / proposal form. If for some reason; you cannot find such a %; please contact your underwriter – broker to forward this for your file.

Compliance: Producer agrees that it will at all times during the term of this agreement maintain in force Errors and Omissions professional liability insurance with minimum limits of liability of a half million dollars (\$500,000) per occurrence and in the aggregate with a B+ V or better rated carrier by AM Best at the time of the effective date of their current policy. Producer agrees to promptly forward to EP Ins. a copy of its insurance licenses for all appropriate jurisdictions and to notify EP Ins. of any change in the status of such licenses. Producer shall at all times during the term of this agreement comply with all applicable laws and regulations of all appropriate jurisdictions. EP Ins. may, at its option, effect an immediate cancellation of this agreement upon Producer's failure to comply with the provisions of this paragraph.

Assignment, Amendment, Choice of Laws, Merger: No assignment of this agreement shall be valid. Any amendment to this agreement must be in writing and signed by an executive officer of both parties. No oral representation, course of dealing, or subsequent practices shall effect a modification or amendment of this agreement. The laws of the State of Louisiana shall govern all matters concerning the validity, performance, and interpretation of this agreement. Invalidity of any separable provision of this agreement shall not affect any other provisions hereof. This instrument embraces the entire agreement between the parties and any prior agreements, statements, or representations are merged herein.

On-Line – Interactive Website Programs: Access to agency log in center is strictly limited to the personnel in your office; granted in writing from our office. All transactions must be confirmed in "writing" via a replied email or fax confirming any indications, quotes, and bind request submitted. The information given to our agents under here is proprietary information and is the property of Equity Partners Insurance Services, Inc. and its subsidiaries. Any sharing of this site and its content to personnel or people outside of your firm requires written authorization from authorized personnel of EP Ins.

_____ Initial _____ Date

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate.

Signed this ____ day of _____, 20____

By: _____

Brian D. Silva – President
Equity Partners Insurance Services, Inc.
1778 Orleans Street, Mandeville, La 70448

Producer

Signed this ____ day of _____, 20__

By: _____ Title: _____

Checklist of items required upon return – BY AGENT

- Signed/Dated Producer Agreement – [must have original to execute, but will give out code to use system with faxed or emailed copy**
- Copy of Errors & Omissions Insurance with min. of \$500,000 limit carried**
- Completed W-9 Form attached**
- Copy of Licenses** [Will need copy of Surplus Lines License if state other than Louisiana & Mississippi. We anticipate obtaining non-resident surplus lines licenses in other states by the close of 2003. If you need EP Ins to arrange surplus lines tax filings, we might be able help in this matter for an additional fee; but all request must be made[in writing] prior to the inception of the policy]
- Complete Office Directory** of each employee with their appropriate title [Including email addresses for the entire staff*****]
- Listing of contact designated as the “Agency Administrator” for On-Line system.** They will be given a “master” log in name & password which will enable them to view “all” pending, approved, & declined submissions; where other users within the office will only have access to their particular submissions sent in under their user id.

Please send all of the above information to:

Amanda Davis
adavis@epinsurance.com
F] (985) 727-4178

***Please be on the lookout for frequent broadcast emails advising you of changes in our programs, new programs, changes in personnel, and updates to our application library and website. We look forward to a mutually profitable relationship over the years to come.

Thank you,

Brian D. Silva
President
bsilva@epinsurance.com
Equity Partners Insurance Services, Inc.
1778 Orleans Street, Mandeville, La 70448
P] (985) 727-4188 / F] (985) 727-4178