

**Solera Insurance & Financial Services, Inc.**  
**AGENT AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_, 2009 between SOLERA INSURANCE & FINANCIAL SERVICES, INC., a Colorado corporation with its principal address of PO Box 632190, Littleton, Colorado 80163-2190, (Solera) and \_\_\_\_\_ (Producer or Agent), superseding all previous contracts.

WITNESSETH:

WHEREAS, Solera is engaged in the business of writing and placing of all lines and classes of insurance with certain insurance companies; and

WHEREAS, Producer is an independent contractor engaged in the business of selling various lines of insurance; and

WHEREAS, both Solera and Producer desire to create an independent contractor relationship hereby for the solicitation and selling of insurance by Producer through Solera in a commission basis in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Solera and Producer do hereby agree as follows:

1. **APPOINTMENT OF PRODUCER.** Solera hereby appoints the Producer as Solera's non-exclusive sales representative to solicit and sell all of the lines and classes of insurance for which Solera has the authority to write coverages and bind insurance companies subject to the provisions and conditions of said contracts of insurance. The Producer hereby accepts such appointment and agrees to solicit and sell all of the lines and classes of insurance offered by Solera subject to the provisions and conditions of the Agreement. Brokerage of accounts outside of Solera markets is forbidden unless written approval from Solera has been obtained prior to brokering of the account.

Both parties mutually agree that the terms of the conditions of this Agreement shall apply to any additional lines and classes of insurance which Solera may acquire or add to its lines and classes of insurance during the term of the Agreement.

Producer understands that Producer is an independent contractor and understands the term "independent contractor". Producer is not an employee, agent, partner or franchisee of, or joint venture partner with Solera. Producer has no power or authority to incur any debt, obligation, or liability on behalf of Solera. As an independent contractor, Producer is responsible for all self-employment taxes, income taxes and other filings required by law, and Producer is not covered by any State Unemployment or Worker's Compensation Act. Producer will not be treated as an employee with respect to this Agreement for federal, state or local law tax purposes, or otherwise. Producer agrees to abide by all federal, state and local laws relating to Producer's business.

2. **COMPENSATION.** Producer is not salaried and shall receive commissions or fees collected as full and complete payment hereunder according to the then-current compensation plan, based upon the commissions or fees actually received and retained by Solera arising out of insurance contracts secured by the Producer and accepted by the insurance companies Solera represents.

A. Producer shall refund to Solera (or Solera shall be entitled to withhold from the next payment due Producer) that portion of any returned commission due the agency as a result of any policy cancellation.

3. **DUTIES.** Solera hereby appoints the Producer as Solera's sales representative to solicit and sell all of the lines and classes of insurance for which Solera has the authority to write coverages and bind insurance companies subject to the provisions and conditions of said contracts of insurance. Producer agrees to maintain the highest standards of integrity, honesty and responsibility in dealings with Solera, consumers, and other Solera Agents in keeping with Solera's professional reputation.

4. OWNERSHIP OF BOOK OF BUSINESS. Producer agrees that any leads or sales opportunities provided by Solera to Producer must be sold as “Solera Business”. Producer further agrees that “Solera Business” shall be the property of Solera and remain with Solera upon the termination of this agreement.

5. TERM. The term of this agreement shall be continuous from the date of execution. Either party may terminate the agreement by giving 30 days written notice to the other party.

6. NON-DISCLOSURE OF INFORMATION. Producer recognizes and acknowledges that Solera has developed and established valuable methods, procedures and customer information used in the operation of its insurance business and that said methods, procedures and information are special and unique assets of Solera’s business. Producer acknowledges and agrees that the aforementioned methods, procedures and customer information derived from his relationship with Solera constitute trade secrets and confidential information of Solera. Producer agrees that during the term of the Agreement with Solera or any renewals thereof and for a period of three (3) years after termination of this Agreement, Producer will not disclose or make use of such trade secrets and confidential information, including, but not limited to: the customer insurance requirements; the insurance products purchased by the customer or price charged customers for the insurance products; or the unique methods and procedures used by Solera in the operation of Solera’s business, including, but not limited to, training programs, employee manuals or marketing techniques.

7. NON-COMPETITION AND NON-SOLICITATION.

- A. If this Agreement should terminate for any reason, Producer will not directly or indirectly, for a period of three (3) years after the date of such terminations, solicit, call upon, service, assist, quote premiums for, contract, converse or correspond with any customer of Solera defined as “Solera Business” as of the date of termination. It is the intent of this restrictive covenant not to permit Producer to unfairly compete against Solera in the insurance business by reason of the exposure to trade secrets, confidential information, and the knowledge he has acquired concerning Solera’s business, customers and/or active prospects of Solera.
- B. If this Agreement should terminate for any reason, Producer will not, directly or indirectly, for a period of three (3) years after the date of such termination, hire, employ or contact any individual who is an employee of Solera without the prior written consent of Solera.
- C. Producer acknowledges and agrees that the period and parameters of these restrictive covenants are reasonable and necessary to protect Solera’s legitimate protectable business interests.

8. ENFORCEMENT. Producer acknowledges and agrees that irreparable injury will result to Solera, its business and property in the event of a breach of the restrictive covenants set forth in this Agreement and that monetary damages could not and cannot adequately compensate Solera in the event of such breach, and that injunctive relief would be essential for the protection of Solera, in addition to such further or other relief as may be available at equity or law, including, but not limited to, attorneys fees and court costs. The restrictive covenants shall survive the execution of the Agreement and/or the termination, with or without cause, of Producer’s agreement with Solera. In the event that any of the restrictive covenants are found to be unenforceable by the court in which suit is brought, then Producer and Solera stipulate and agree that such covenant shall automatically be deemed amended so as to be enforceable to the fullest extent permissible under the laws of the State of Colorado.

9. ASSIGNMENT AND DELEGATION. Producer may not assign any rights or delegate any duties under the terms of the Agreement without the express prior written consent of Solera. Solera may assign its rights or delegate any duties under the terms of the Agreement at any time without the consent of Producer.

10. MODIFICATION. This Agreement contains the entire agreement between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.

This Agreement may not be altered unless done so in writing and signed by each of the parties involved.

11. LICENSING REQUIREMENTS. Producer warrants to Solera that Producer meets all legal requirements and has a valid license to legally sell Solera's products in Producer's state. Producer agrees to purchase an errors and omissions insurance policy and to keep such policy current and active at all times that Agreement is in force.

12. CONTROLLING LAW. Validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Colorado.

13. NOTICES. Each notice required or permitted to be given under the terms of the Agreement shall be sufficient if in writing.

14. AUTOMATIC TERMINATION OF AGREEMENT. This agreement shall immediately cease on the date either party is in violation of any part of it, should lose their insurance license, commit a criminal or fraudulent act, or upon death or dissolution of either party.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate original on the day and year first written above.

SOLERA INSURANCE & FINANCIAL SERVICES, INC.

\_\_\_\_\_  
**Peter N. Kopp, II, CEO**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Producer,**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Address  
\_\_\_\_\_

**Addendums & Schedules:**

- Agent Information Sheet
- Compensation Schedule