

**Network Brokers Insurance Center**

**Lic# 0K76729**

**1485 Civic Ct #1355**

**Concord, CA 94520**

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***PLEASE FILL OUT TOP HALF  
AND FAX BACK TO US ALONG WITH COPY OF YOUR LICENSE and  
COPY OF THE E&O DEC PAGE.***

**NEW PRODUCER INFORMATION**

**NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **ZIP/CODE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_ **OFFICE FAX:** \_\_\_\_\_

**SS# or FEIN:** \_\_\_\_\_ **LLC or Corp:** Yes No (please circle)

**EMAIL:** \_\_\_\_\_

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**FOR COMPANY USE ONLY**

**SUB-PRODUCER CODE:** \_\_\_\_\_

**SUB-PRODUCER LIST (DATE):** \_\_\_\_\_ **Payroll Input Date:** \_\_\_\_\_

**E-MAILED STARTER KIT:** \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

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## **INDEPENDENT AGENCY PRODUCER AGREEMENT**

### **Section 1. Parties and Effective Date.**

This Producer Agreement (this "Agreement") is made between Johnny Huang Insurance Service, Inc, a California Corporation, ("JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER"), and the party named as Producer on page 1 this Agreement, attached hereto ("Producer"), and shall be effective on the date of the signature of the last party to sign this Agreement.

### **Section 2. JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER Capacity.**

The parties acknowledge that JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER acts as an insurance agent and broker for and on behalf of one or more insurance carriers ("Carriers") with respect to the placement and administration of various insurance policies ("Policies") to eligible, qualified and approved applicants.

### **Section 3. Producer License.**

With respect to all jurisdictions in which Producer conducts its business and which require by rule or applicable law that Producer be duly licensed, authorized or qualified as an insurance agent, agency, in order to lawfully transact insurance business as contemplated by this Agreement, Producer represents and warrants to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER: **(a)** that it is so duly licensed, authorized and qualified; **(b)** that it will maintain such license or licenses, authority, and qualifications in active status and in good standing at all times this Agreement is in effect; and **(c)** that such licenses, authority, and qualifications authorize Producer to transact insurance business as contemplated herein in all such jurisdictions. The authority granted by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER to Producer under Section 5 of this Agreement shall only be effective in such jurisdictions where Producer is duly licensed, authorized, in good standing, and qualified by the appropriate regulatory agencies or governmental authorities. Upon request, Producer shall provide JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER with a true and correct copy of the Producer's current state insurance license.

### **Section 4. Diligent Search.**

Producer agrees to comply with any diligent search reporting, or equivalent, for jurisdictions in which Producer conducts its business.

### **Section 5. Duties/Authority.**

Upon execution hereof by the parties and continuing so long as this Agreement is in effect, JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER authorizes Producer and producer agrees to:

- (a) solicit applications for Policies and submit the application to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER for consideration;
- (b) collect initial required premiums, if any, on such Policies and remit the premiums to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER at the time of submission, or binding of the application. Any such premiums received by Producer shall be held in trust for the account of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER and its Carriers;

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(c) retain from premiums received, except on direct-billed business, an amount equal to the commissions payable to Producer as set forth in the attached Schedule 2;

(d) if requested by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER, deliver issued Policies and related materials to accepted applicants ("Policyholders");

(e) remit to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER, not later than 20 days after statement date on invoice rendered by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER, all premium due JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER for business in which invoice is rendered, net of return premiums and commissions. Failure to do so by the Producer shall immediately suspend this Agreement and incur interest charges calculated as service charges for the extra expenses to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER at a rate of 1% monthly with a minimum service charge of one month. This does not include direct bill premiums, if any. The Producer shall not be entitled to credit for any cancellation until proof of such cancellation satisfactory to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER shall have been furnished to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER;

(f) remit, as instructed by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER, any return premiums arising out of changes, cancellations or terminations of coverage; Producer shall be responsible for return of Producer's commissions on any return premium;

(g) report all loss claims to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER in writing, as promptly as possible and, in any event, not later than the second business day after such claims are received by Producer;

(h) maintain all premium funds in fiduciary trust accounts as trustee for JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER until delivered to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its authorized representative, permitting withdrawal only for (i) payment of net premiums to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER; (ii) payment of return premiums to policyholders, but only to the extent that the premiums as to which return is required are still part of the trust accounts so maintained; and (iii) payment of commissions to Producer, but only to the extent that the premiums as to which commissions are payable have been fully paid;

(i) be responsible for collection of all premiums whether or not paid to the Producer by the Policyholder;

## Section 6. Limitation of Authority.

It is understood and agreed that Producer and its employees, agents and representatives shall have no authority to, and shall not under any circumstances:

- (a) Approve applications for Policies;
- (b) Evaluate or accept risks for or on behalf of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers;
- (c) Pass upon the insurability of applicants or prospective Policyholders;
- (d) Act for, speak for, or bind JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers in any way;

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- (e) Make, alter, waive, amend, or modify in whole or in part any Policy or any application, proposals, quotations, correspondence, offers, other related materials, or waive, release, compromise or settle any of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER's or its Carriers' respective rights, remedies, conditions, limitations, exclusions or requirements thereunder;
- (f) Collect or receive premiums or renewal premiums on Policies other than the premium required at the time of initial application and/ or binding;
- (g) Endorse, cash, negotiate, or deposit any checks or drafts payable to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers;
- (h) Open any bank account or trust account on behalf of, or containing the name of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers or any derivative thereof;
- (i) Advertise or publish any matter or thing which uses any of the names, product names, trademarks, service marks, registered marks, designs or logos of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER, its Carriers or their respective subsidiaries, affiliates or related companies without the express prior written consent of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its affected Carriers, which may be granted or withheld in JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER's, or its Carriers' sole discretion, as the case may be;
- (j) Directly or indirectly induce, cause, or endeavor to induce or cause any Agent, General Agent, Managing General Agent or other producer or broker under a separate contract with JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER to terminate, default under, breach, or alter its contract with JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER;
- (k) Do or perform any other act or thing relating to the Policies, premiums or applications except as expressly authorized herein.

## **Section 7. Relationship.**

The parties agree that Producer acts hereunder solely as an independent contractor and for its own account, and this is a non-exclusive Agreement and does not create and shall not be deemed or construed to create an employer-employee, principal-agent, master-servant, partnership, representative, profit-sharing, or joint venture relationship of any kind between or among Producer or any "Sub-Producer" and JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers. All acts, omissions and statements made or undertaken by Producer in pursuit of the authorities granted herein are made and undertaken by Producer for its own account, as agent and representative of the applicant, prospective applicant, or Policyholder, or any combination thereof. As an independent contractor, the Producer is responsible for providing their own insurance, workers' compensation, employee benefits, and paying any applicable taxes.

## **Section 8. Reciprocal Indemnity.**

Producer agrees to indemnify, defend and hold JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses, including attorneys' fees (collectively, "Claims"), to the extent allowed by applicable law, incurred or suffered by or assessed against JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER arising out of or resulting from any act, misrepresentation, error or omission made in connection with the performance of

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this Agreement, or any default or breach by Producer hereunder. JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER agrees to indemnify and hold producer harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses, including attorneys' fees (collectively, "Claims"), to the extent allowed by applicable law, incurred or suffered by or assessed against producer arising out of or resulting from any act, misrepresentation, error or omission made in connection with the performance of this Agreement, or any default or breach by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER hereunder.

## **Section 9. Errors and Omissions Insurance.**

At all times during which this Agreement is in force, Producer agrees to maintain, at its own expense, errors and omissions insurance covering itself and its agents ("Sub-Producers"), issued by an insurance carrier reasonably acceptable to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER. Such insurance shall be written in an amount not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. A Certificate of Insurance evidencing such insurance coverage shall be furnished to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER upon execution of this Agreement. Producer further agrees to provide JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER immediate Notice, as defined in Section 18.M of this Agreement, in the event such insurance is cancelled. In the event that Producer fails to maintain such errors and omissions insurance, JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER shall have the right to obtain such insurance coverage itself and thereafter charge Producer for the cost and expense of obtaining such insurance coverage.

## **Section 10. Service.**

Producer agrees to become familiar with the terms, conditions, limits, exclusions and benefits ("Terms") of each Policy for which Producer solicits applications under this Agreement, as such Policies may be amended or modified from time to time by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER and its Carriers, and to represent and disclose such Terms completely, truthfully and accurately to all applicants, prospective applicants, and Policyholders.

## **Section 11. Compliance.**

Producer agrees to abide by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER's reasonable administrative procedures and guidelines delivered to Producer by Notice as provided for in Section 18.M of this Agreement, from time to time. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER of any complaints, lawsuits, orders, administrative proceedings, licensure matters and other inquiries received from such authorities or from Policyholders relating to applications solicited, Policies, or both, placed by or through Producer under this Agreement; and will cooperate with JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER in making timely and appropriate responses. Producer also agrees to use JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER' automated systems only in compliance with applicable federal and/or state laws and regulations, and to adhere to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER' technology, security and privacy policies.

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## Section 12. Production Expectation.

JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER does not place a premium requirement on our Producers, though we do incur costs to educate, train, process and activate a Producer's ability to transact with us. In order to recoup a portion of that expense, we reserve the right to charge a small annual access fee (approximately \$250) for "non-producing" Producers. **To avoid being charged this access fee, the only requirement is the binding of five new business policy with JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER per year.**

## Section 13. Compensation.

JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER will pay commissions to Producer according to the compensation schedule (the "Compensation Schedule"), as provided in the attached Schedule 2, for Policies issued on applications solicited and submitted by Producer under this Agreement and accepted by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER and its Carrier, which commissions will be payment in full for all services performed and expenses incurred by Producer. In the event that any such Policy or Policies are subsequently rescinded, replaced or cancelled and premiums previously paid are refunded, within fifteen (15) days of Notice (as defined in Section 18.M) from JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER to Producer, an amount equal to any commissions previously paid or credited to Producer on such refunded premiums will be repaid or re-credited to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER by Producer ("Reimbursement"). JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER reserves the right to collect such Reimbursement by either of the following two methods, at the sole discretion of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER: (a) by set-off of amounts then or subsequently due to Producer, or (b) by request for direct payment from Producer to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER. JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER reserves the right to modify or amend the Compensation Schedule in its sole discretion at any time and from time to time upon ten (10) days advance Notice to Producer, whereupon the modified or amended Compensation Schedule will supersede and replace any prior Compensation Schedule and will then be controlling under this Agreement. However, such modification or amendment will apply exclusively to Policies for which JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers have not yet accepted premiums, except that if a Carrier reduces the commission due to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER for a policy for which premiums have been accepted, Producer's commission will be reduced by an amount proportional to the amount of reduction by such Carrier.

## Section 14. Accounting.

JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER will provide Producer monthly statements of commissions payable hereunder, which statements will be considered prima facie correct and accepted by Producer and shall be final and binding unless JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER receives written objection thereto within thirty (30) days of mailing same to Producer's last known address. If JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers cancels, rescinds or terminates a Policy and refunds premiums previously paid, any commissions previously paid or credited to Producer on the amount refunded will be repaid or re-

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credited to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER by Producer, or may be deducted or offset by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER against any amounts owed or commissions thereafter payable to Producer as provided in Section 13 of this Agreement.

## **Section 15. Adequate Books and Records.**

Producer agrees to maintain adequate books and records concerning the services provided hereunder in accordance with prudent standards of insurance record keeping. In no event shall such books and records be maintained for a shorter period than required by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER. Producer further agrees to maintain such books and records for a period of at least five (5) years, or any period prescribed by applicable law or regulation, whichever is greater, after termination of any Policy written under this Agreement. JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER shall have the right to inspect such books and records and perform an audit of Producer during normal business hours while this Agreement is in force. Access for JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER to such books and records shall be promptly arranged by Producer upon termination of this Agreement, and in no event shall such access be delayed for more than ten (10) business days following termination of this Agreement. Producer agrees that such books and records are to be kept confidential and will not be disclosed without the prior written consent of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER. All costs incurred by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER as related to performing such an audit are solely at the expense of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER.

## **Section 16. Termination.**

A. This Agreement and the authority granted to Producer hereunder will terminate:

1. For cause, immediately upon Notice, as defined in Section 18.M of this Agreement, by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER to Producer, if:

(i) Producer or any of Producer's employees, agents, or representatives misappropriates funds from any applicant or Policyholder or from JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers;

(ii) Producer or any of Producer's employees, agents, or representatives breaches the provisions of Section 6 of this Agreement;

(iii) Producer or any of Producer's employees, agents, or representatives interferes with the collection of renewal premiums;

(iv) Producer or any of Producer's employees, agents, or representatives engages in any fraudulent, dishonest, defamatory, deceptive or unlawful act or omission which could or tends to negatively impair the reputation or goodwill of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers;

(v) Producer is unable or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors;

(vi) Producer applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or

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similar officer is appointed without the application or consent of Producer, and the appointment continues undischarged or unstayed for thirty (30) days;

(vii) Producer institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceedings under the Federal Bankruptcy Code or the Laws of any jurisdiction; or any similar proceeding is instituted without the consent of Producer, and continues undismissed or unstayed for sixty (60) days; or

(viii) materially breaches or defaults hereunder, or otherwise acts or fails to act in a manner which could or does prejudice materially the rights or interests of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers;

2. On the date that Producer, JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its Carriers ceases ongoing business operations, is liquidated or dissolved, or is otherwise adjudged by regulatory or judicial authorities to no longer be a validly existing or legally operating entity; or

3. In the event of any order of suspension, revocation or termination of Producer's, JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER's or its Carriers respective license, or any order to cease or desist business operations hereunder.

4. In the event that Producer is terminated for cause as described above, Producer shall not be entitled to receive any further commissions or compensation under this Agreement.

5. If this Agreement is terminated for reasons other than cause, then the Producer shall be entitled to receive renewal commissions for one (1) renewal period only.

B. Notwithstanding the foregoing, this Agreement may be terminated by either party, for any or no reason, with or without cause, by giving the other party at least thirty (30) days advance Notice, as defined in

### **Section 18.M of this Agreement.**

Upon termination of this Agreement, any indebtedness, other than commissions to be paid to Producer, then owed by either party to the other will become immediately due and payable; provided, however, that if this Agreement is terminated by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER under Sections 16.A.1, regardless of what the Compensation Schedule might provide, no compensation of any kind shall thereafter be payable to Producer by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER with respect to premiums received thereafter, including compensation that would otherwise be considered earned under Section 13 of this Agreement.

### **Section 17. Ownership of Business**

A. Producer owns and controls the expirations of policies written through JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER. If Producer has not properly accounted for and paid to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER all premiums and other sums due in accordance with the terms of this Agreement, then records, use and control of Producer's expirations shall be vested in JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER with right of sale. Commissions, if any, received by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER from such expirations, less applicable expenses, will be credited

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against balances due JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER from Producer.

B. JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER shall be under no obligation to furnish Producer with advance notice of expiration of any policies written by Producer through JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER. JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER may furnish Producer with advanced notice of expiration of said policies, but the failure of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER to provide such notices shall not render JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER liable to Producer.

C. Records of business placed by Producer with JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER shall not be used to solicit individual policyholders for the sale of other lines of insurance or other products or services.

## **Section 18. Miscellaneous.**

A. Assignment. This Agreement shall not be assigned or transferred in whole or in part by Producer, nor shall any of Producer's rights, duties or obligations hereunder be assigned or delegated to any third party, without the express prior written consent of JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER.

B. Amendment. Subject to the provisions of Section 11, above, JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER holds the right to modify or amend the terms of this Producer Agreement at any time. We will notify Producer of such change(s) by mail or by e-mail.

C. Non-Disclosure & Return of Materials. Producer will have access to confidential and proprietary information and materials disclosed orally or in any other form that may include, but not be limited to, business plans and operations, programs, markets, pricing and underwriting guidelines. Producer agrees that they will not at any time disclose, give, or transmit in any manner or form or for any purpose, any trade secrets or confidential information received from JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER to any agent, broker or other third party. Upon request by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER, Producer shall immediately return or deliver to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER, all application forms, documents, data, information, correspondence, customer or prospective customer lists obtained from JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER, brochures, marketing, sales, promotional and advertising materials, and all other materials and supplies furnished to Producer by JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER or its subsidiaries, Carriers, affiliates, or related companies.

D. Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover the related attorneys' fees including any expert fee expense.

E. Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, and all of which together constitute a single agreement.

F. Gender, Singular, Plural. Plural terms used herein shall include the singular, and neuter terms shall include the masculine and feminine, as the context may require.

G. Survival Upon Termination. The provisions of Section 7, 8, 13, 15, 16, and 17 herein shall survive the termination of this Agreement.

H. Severability. If a court of competent jurisdiction deems any term, provision, or condition of this Agreement invalid or unenforceable, the same shall be deemed severable from this Agreement. However,

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the remainder of the terms, provisions, and conditions of this Agreement shall remain in full force and effect, and in no way shall be affected, impaired or invalidated as a result of such decision. I. Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other breach of the same or any other provision.

J. Entire Agreement. This Agreement, together with the attached W9 and Schedule 2 supersedes all previous agreements between the parties, if any, and constitutes the entire agreement between the parties concerning the subject matter of this Agreement.

K. Headings. The headings of sections and subsections in this Agreement are for convenience and reference purposes only and do not affect in any way the meaning or interpretation of any provision of this Agreement.

L. Governing Law. This Agreement will be governed by and enforced in accordance with the laws of the State of California, and sole and exclusive venue and jurisdiction for any action, lawsuit or proceeding arising under or concerning this Agreement shall be in a Court of competent jurisdiction located in Contra Costa County, California.

M. Notice. Whenever this Agreement requires the giving of notice, such notice shall be in writing and mailed to the party entitled to such notice: (a) by first class mail; (b) by certified mail, return receipt requested; (c) by express delivery to the address below for each party; (d) facsimile transmission; or (e) in person ("Notice"). Notice shall be effective upon receipt thereof, except that notice by first class mail shall be deemed received five calendar days after mailing thereof. Each party agrees to provide advance Notice no later than ten (10) days prior to a change of such party's address.

If to JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS  
INSURANCE CENTER:  
1485 Civic Ct, Ste #1355  
Concord, CA 94520  
Telephone (800) 772-8568

If to Producer:  
As shown on attached W-9

IN WITNESS WHEREOF, the Parties executed this Agreement this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.  
(City) (State)

PRODUCER:

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_, It's \_\_\_\_\_  
(Printed Name) (Title)

For: \_\_\_\_\_  
(Agency Name)

JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS  
INSURANCE CENTER:

Producer Agreement Revised January 31, 2017

Producer Initials:

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EMAIL TO [JOHNNY@JHINSINC.COM](mailto:JOHNNY@JHINSINC.COM)

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**Network Brokers Insurance Center**

**Lic# 0K76729**

**1485 Civic Ct #1355**

**Concord, CA 94520**

**[www.NetworkBrokersIns.com](http://www.NetworkBrokersIns.com)**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_, It's \_\_\_\_\_  
(Printed Name) (Title)

# Network Brokers Insurance Center

Lic# 0K76729

1485 Civic Ct #1355

Concord, CA 94520

[www.NetworkBrokersIns.com](http://www.NetworkBrokersIns.com)

## SCHEDULE 2 Compensation Schedule

In accordance with the terms of this Producer Agreement to which this Schedule 2 is attached, the rate of commission payable for each of the following lines of business is:

Program***	Commission % - NEW	Commission % - RENEWAL
Personal Lines Auto	7.0*	7.0*
Personal Lines EQ	7.0*	7.0*
Personal Line Home	7.0*	7.0*
DIC	7.5*	7.5*
Umbrella	7.0*	7.0*
Package Commercial	7.5-10*	7.5-10 *
General Liability	7.5-10*	7.5-10*

\*Commission shall not be paid on any policy Fees, inspection fees, broker fees, stamping fees, or premium tax.

\*\*\*NOTE: Commission level subject to change without notice. **Each quote provided will dictate commission level on the policy.** Please contact JOHNNY HUANG INSURANCE SERVICES INC DBA NETWORK BROKERS INSURANCE CENTER for additional details.

Producer Agreement Revised January 31, 2017

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Producer Initials:

EMAIL TO [JOHNNY@JHINSINC.COM](mailto:JOHNNY@JHINSINC.COM)

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