

PRODUCER AGREEMENT

Florida Addendum



This Agreement is an addendum (“**Addendum**”) to the Producer Agreement (“**Agreement**”) made by and among iA American Warranty Group, Inc., iA American InvestCo, Inc. and their Affiliates, hereinafter “**iA**”, and the undersigned company, at the address set out after the name(s) below, hereinafter, “**Producer**”. **Affiliates** means any company that is controlled by iA American Warranty, LP and iA American InvestCo, Inc. iA and Producer may be hereinafter jointly referred to as “**Parties**” or may be individually referred to as a “**Party**.” The effective date of this Addendum is _____ (“**Effective Date**”). The terms used herein shall have the same meaning as set forth in the Agreement unless specifically provided herein.

The purpose of this Addendum is to define the terms and conditions under which Producer will offer and sell motor vehicle service agreements administered by iA and regulated under Section 634 of the Florida Statutes (“**VSC**”) and elect to rebate to customers a portion of Producer’s commission; provided that Producer files a rebate schedule with iA and iA approves such rebate schedule setting forth the rebate amount(s) Producer will deduct from the standard retail rates established by iA for each VSC (“**Retail Rates**”).

Producer agrees to complete and remit to iA, a rebate schedule (“**Rebate Schedule**”) in a form provided by iA, which shall be incorporated into this Addendum. The Rebate Schedule shall list the reduction from Producer’s commission (rebate amount) that Producer will deduct from the Retail Rate charged for each iA VSC sold to Producer’s customers.

- (1) In implementing a Rebate Schedule hereunder Producer shall not rebate any portion of his or her commission on VSCs except as follows:
 - (a) The rebate shall be available to all consumers in the same actuarial class.
 - (b) The rebate shall be in accordance with the Producer rate schedule provided by iA and the rebate schedule approved by iA.
 - (c) The rebate shall be uniformly applied so all consumers who purchase the same service agreement through Producer for the same coverage shall receive the same percentage rebate.
 - (d) The rebate shall be prominently displayed in public view in Producer’s place of business, and a copy shall be made available to consumers on request at no charge.
 - (e) The age, sex, place of residence, race, nationality, ethnic origin, marital status, or occupation of the consumer shall not be used in determining the percentage of the rebate or whether a rebate is available.
 - (f) No rebate shall be withheld or limited in amount based on factors which are unfairly discriminatory.
 - (g) No rebate shall be given which is not reflected on the Producer rate schedule and the rebate schedule approved by iA.
 - (h) No rebate shall be refused or granted based upon the purchase of or failure to purchase collateral business.
 - (i) Producer agrees that any modification in pricing or VSC listed in the Rebate Schedule in Schedule A must be pre-approved in writing by iA.
 - (j) Producer shall give iA thirty (30) days prior written notice of its intent to terminate the Rebate Schedule and implement standard retail rates for iA VSC sold to Producer’s customers.
 - (k) Producer shall comply with all federal, state or local laws, rules, opinions or regulations that are or may become applicable to this Addendum and the Rebate Schedule in Schedule A during the term of the Agreement and this Addendum.

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Producer agrees to indemnify, defend and hold iA, its parent companies, insurers, agents and vendors harmless from any administrative actions, fines and penalties assessed by the Florida Office of Insurance Regulation or any other actions, claims, liabilities, judgments, or awards arising out of Producer's failure to comply with the terms of this Addendum and Chapter 634 of the Florida Statutes.

This Addendum is deemed a part of and incorporated into the Agreement. To the extent the terms of this Addendum conflict with the terms of the Agreement, this Addendum shall control only as it relates to the subject matter of this Addendum. All other terms and conditions of the Agreement shall remain unchanged and in effect following the execution of this Addendum.

Producer hereby certifies that the information contained in herein, and all other information supplied by, or on behalf of Producer to iA, was supplied at Producer's direction and under his supervision and that all such information is true and correct.

I hereby declare that I have thoroughly read the terms and conditions of this Addendum and I understand and accept all of the terms and conditions herein. I represent and warrant that I have the full legal authority as an officer or owner to enter into and bind Producer to perform the obligations of this Addendum without the approval of any other person or entity.

PRODUCER:

LEGAL ENTITY NAME & ANY APPLICABLE D/B/A(s)

Signature: _____

Title: _____

Printed Name: _____

Address: _____

Address: _____

City: _____

State: _____ Zip: _____

iA:

Signature: _____

Title: _____

Printed Name: _____