Company and **Producer** mutually agree to the following:

I. DEFINITIONS

1.1 **Agreement** means this document, the declarations page(s), and any and all schedules, endorsements, addenda and amendments hereto.

1.2 **Affiliate(s)** means any entity that controls, is controlled by, or is under common control with the specified person or entity, where "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 **Company** means Hartford Fire Insurance Company and its North American subsidiary and **Affiliate** property and casualty insurance companies from time to time.

1.4 **Confidential Information** means all **Company** confidential, proprietary or trade secret information, including, but not limited to, underwriting criteria and guidelines, procedures and processes, studies, reports, compensation arrangements, and any other data or information developed by **Company** and provided to **Producer** or which is subject to protection under any U.S. or Canadian Federal, state or provincial privacy law. Notwithstanding the foregoing, the following shall not constitute **Confidential Information** for purposes of this **Agreement**: information which is obtained or was previously obtained by **Producer** from a third person who was not prohibited from transmitting the information by a contractual, legal or fiduciary obligation to **Company**, or information which is or becomes generally available to the public other than as a result of a breach of this **Agreement** by **Producer** or a disclosure to another person.

1.5 **Data Asset** means facilities, information applications, systems, and networks associated with accessing, processing, storing, or transmitting **Nonpublic Information**.

1.6 **Direct-Billed** business means business for which **Company** directly bills the policyholder for all premium due. **Company** may require, in **Company**'s sole discretion, that certain types of business be **Direct-Billed** only.

1.7 **Intellectual Property** means **Company's** name, logos, domain names, copyrighted materials, trademarks, servicemarks, software or other intellectual property.

1.8 **Nonpublic Information** means (a) **Confidential Information** of **Company**; and (b) individually identifiable information, to the extent that it includes (i) Social Security number; (ii) drivers' license number, non-driver identification card number, or other government-issued identification number; (iii) account number, credit or debit card number; (iv) any security code, access code or password that would permit access to an individual's financial account; (v) biometric records; or (vi) information relating to the individual's health or medical care or payment for the provision of health care to the individual.

1.9 **Policy** or **Policies** means policy(ies) or contract(s) of insurance, bond or surety contract(s), and includes any binder, endorsement or rider related thereto, and policy(ies) of reinsurance, when applicable.

1.10 **Producer-Billed** business means business placed with us for which **Company** expressly authorizes **Producer** to collect and account for all related premiums.

1.11 **Security Breach** means any incident where (a) there is any disruption in access to or use of any **Nonpublic Information** or **Data Asset**; (b) there is any potential impact to the integrity of any **Nonpublic Information** or **Data Asset**; (c) there is any loss of, or unauthorized access to or acquisition of, **Nonpublic Information**; or (d) notice to affected individuals, regulators or others may be required under applicable laws.

1.12 **Security Program** means an information security program to protect the integrity, availability, security and confidentiality of **Nonpublic Information** in accordance with industry standards and applicable laws.

1.13 **Site** means electronic producer interface systems via the internet or other medium of communication, that enable **Company** to communicate with **Producer** and enable **Producer** to access certain **Company** systems, materials and other information, including but not limited to, quoting and policy issuance systems, policy forms, rates, underwriting guidelines, marketing materials, risk management information, policy, claims and billing information, and other information and services. **Site** includes **Company**'s Electronic Business Center (EBC).

1.14 **Subproducer** means **Producer**'s individually licensed insurance producers or its affiliated or unaffiliated licensed producer entities authorized to submit business through **Producer** under this **Agreement**.

1.15 **Territory** means the jurisdictions within the United States of America (including its territories and possessions) and Canada where **Producer** is properly licensed as a producer.

1.16 **Parties** means **Producer** and **Company** collectively, and each of them as a "**Party**".

1.17 **Producer** means the entity designated on the Declarations page to this **Agreement**.

1.18 **Writing** or **Written** means a communication in the form of a written document sent by U.S. mail or a confirmed delivered e-mail or facsimile, or in the case of a communication from **Company**, publishing on **Company**'s electronic agency interface systems.

II. STATUS OF PRODUCER

2.1 With respect to each **Policy** issued by **Company**, and depending on the applicable business segment, product and **Company**'s rules and procedures in effect at the time such Policy was issued, **Producer** shall be deemed either: (i) an authorized agent of the applicable **Company** writing the business; (ii) a broker; or (iii) a surplus lines broker; unless otherwise required by law or as agreed to by Company and made a part of this **Agreement.**

III. AUTHORITY OF PRODUCER

3.1 **Scope**. Subject to any requirements imposed by law, **Producer** is authorized within the **Territory**:

a. To solicit and submit applications for admitted and surplus lines insurance coverage to **Company** for underwriting consideration, but only for insurance issued through the business segments and/or for the types or classes of insurance identified on the Declarations page to this **Agreement**. **Company** may amend or suspend **Producer**'s authority with respect to any business segment, line of insurance, class of business, product, coverage or limit immediately upon **Written** notice to **Producer**.

b. To issue binders as authorized by **Company** in **Writing** or through **Company**'s electronic quoting systems. No unilateral binding authority is granted or implied by this **Agreement**. Binders shall be valid for no more than thirty (30) days, unless **Company** agrees to extend the binder for an additional period of time in **Writing**.

c. To deliver such Policies as **Company** may issue in the United States, and to accept delivery on behalf of the policyholder and distribute to the policyholder such Policies as **Company** may issue in Canada. **Company** reserves the right to cancel or non-renew in accordance with applicable law any **Policy** that **Company** issues. **Company** shall notify **Producer** of all such cancellations and non-renewals.

d. To collect, receive and receipt for premiums on **Policies** issued by **Company** on **Producer-Billed** business. When acting as a broker, your receipt of premiums on **Policies** issued by **Company** shall not be deemed received by **Company** until delivered to us, except as otherwise required by law.

e. **Producer** is authorized to retain any interest or other income earned on premiums collected on **Producer-Billed** business until the due date thereof, provided **Producer** shall hold such premiums in a fiduciary or trust account not commingled with **Producer**'s own funds, and in compliance with all applicable laws, including but not limited to those pertaining to the proper investment of such funds. This consent may be withdrawn at any time by **Company** by **Written** notice.

f. To provide all usual and customary services of an insurance producer on all **Policies** you place with **Company**, including but not limited to, issuing or executing certificates or other evidence of insurance.

3.2 Limitations.

a. **Producer** shall not make any representations or commit any acts purportedly as a **Company** authorized agent except to the extent **Company** has expressly authorized **Producer** to act as an authorized agent under this **Agreement**. **Producer** is an independent contractor and not an employee of **Company** for any purpose, and **Producer**'s right to represent or submit business to other companies is not restricted by this **Agreement**. Any authority granted to **Producer** hereunder is non-exclusive and may be granted to other producers, unless **Company** agrees otherwise in **Writing**.

b. **Producer** is not authorized to, and shall not, charge any fee to a policyholder on behalf of **Company** unless such fee is expressly charged or invoiced by **Company**. Any other fee **Producer** may decide to charge is an independent act outside the scope of **Producer**'s authority to act on behalf of **Company** and may only be done where and as permitted by law. When charging such a fee to a policyholder, **Producer** must make clear that the fee is being charged or invoiced by **Producer**, not by **Company** or on **Company**'s behalf, and is not part of the premium **Company** charges**.**

IV. OBLIGATIONS OF PRODUCER

4.1 Generally. **Producer** agrees:

a. To comply with all applicable laws relating to **Producer**'s operations and performance of this **Agreement**, including, but not limited to, maintaining the producer license or licenses necessary to place the business described in this **Agreement**, in each jurisdiction in which **Producer** does business, and complying with all laws, and any regulatory agreement to which **Producer** is a **Party**, requiring disclosure of the compensation **Producer** is eligible to receive from **Company**. If **Producer** will be receiving compensation from both a policyholder and **Company** for the placement or service of a **Policy** issued by **Company**, **Producer** shall disclose to the policyholder that **Producer** is receiving compensation from **Company**.

b. To deliver to policyholders in a timely manner the **Policies** that **Company** issues, except where **Policies** are delivered directly by **Company**. When acting as a broker, **Producer** shall be deemed acting on the policyholder's behalf in accepting delivery of **Policies** issued by **Company**, except as otherwise required by law.

c. To provide all usual and customary services of an insurance producer on all **Policies** **Producer** places with **Company**, except when **Company** agrees otherwise in **Writing**.

d. To require that **Subproducer**s adhere to the terms and conditions of this **Agreement** and to supervise and be responsible for the acts and omissions of all of **Subproducer**s, including, but not limited to, any premiums or other monies due to **Company** from them.

e. To timely submit to **Company** all applications, and report to **Company** all **Policies** and coverages accepted or bound no later than three (3) business days thereafter.

f. To notify **Company** as soon as practicable, and no later than within five (5) business days of **Producer** receiving notice or immediately for any **Policy** issued by the Livestock business segment, of any actual or threatened claims, suits or losses under **Company Policies** or in connection with **Company** business with **Producer**, and to cooperate in **Company**'s investigation, adjustment, settlement and payment of such claims. When acting as a broker, receipt of a notice of a claim by **Producer** shall not be deemed to be received by **Company** until delivered to **Company**, except as otherwise required by law.

g. To maintain complete and accurate records and accounts relating to all of **Producer** business with **Company** and to comply with **Company**'s record retention policies as communicated to **Producer** by **Company**.

h. To permit **Company** or **Company** representatives to audit **Producer's** records and accounts related to **Producer** business with **Company** upon reasonable advance notice and during business hours.

i. To comply with all of **Company** rules, procedures, policies, and guidelines communicated to **Producer** in **Writing**.

j. To inform **Company** immediately in **Writing** if at any time: (i) any applicable insurance license or authority to act of **Producer** or any **Subproducer** is suspended, withdrawn or terminated, or (ii) **Producer** or any **Subproducer** is convicted of a felony or an offense involving "dishonesty" or "a breach of trust" as set forth under the Federal Violent Crime Control and Law Enforcement Act of 1994, 18 U.S.C. § 1033.

k. Not to exceed the scope of **Producer**'s authority granted herein.

l. Not to waive any provision of any **Policy** that **Company** issues, not to extend the time of any premium due to **Company**, and not to compromise, adjust or settle any claim against **Company**, other than as specifically authorized by **Company** in **Writing**.

m. To provide all information requested and complete all documentation required by **Company** to validate producer licenses or execute agency appointments.

4.2 More Specifically

a. **Surplus Lines**. **Producer** agrees to comply, when applicable, with all surplus lines laws, including but not limited to, maintaining required surplus lines producer licenses, performing required due diligence searches or otherwise qualifying policyholders for surplus lines insurance, completing and filing any required affidavits or other documentation, meeting surplus lines reporting obligations, and collecting and remitting on a timely basis all applicable surplus lines taxes, fees, and assessments. For all **Policies** issued by **Company** on a non-admitted basis, **Producer** shall file and stamp such **Policies** and provide all pre-sale and policy disclosures required by the applicable jurisdiction. At **Company**'s request, **Producer** will provide **Company** with a Surplus Lines Broker Acknowledgement (in the form required by **Company**) for any **Policy** issued on a non-admitted basis.

b. **Wholesale or Brokered Business** (**Aggregators**)

(1) **Producer** agrees not to accept submissions for business with **Company** from another producing entity or employee of such other entity that is not a parent, subsidiary, or affiliate under common ownership with **Producer** unless **Producer** has obtained prior **Written** consent from **Company**. Such consent may be withdrawn or modified by **Company** immediately upon **Written** notice to **Producer**.

(2) Section **4.2.b.(1)** does not apply to **Policies** placed within the Global Specialty business segment or to **Policies** placed in the surplus lines market.

c. **Terrorism Risk Insurance Act (TRIA)**. **Producer** agrees to include **Company** approved TRIA disclosure forms or language with quotes **Producer** issues for all **Policies** covered under TRIA as amended, which provides for Federal government reinsurance in the event of a certified act of terrorism.

4.3 Policyholder Sales and Services by Company

a. **Services**. For policyholders that **Producer** may assign to **Company's** service centers, **Company** is authorized to perform certain services, which may include, but are not limited to, issuing certificates of insurance and vehicle ID cards, processing policy endorsements, handling policy renewals, cancellation requests, billing inquiries and other specified services.

b. **Sales Services.** For policyholders that **Producer** may assign to **Company's** sales service centers, **Company** is authorized to perform sales services, which may include, but are not limited to, selling additional coverage under existing **Policies**, cross-selling other lines of insurance or types of coverage, and handling new sales based on referrals **Company** receives from **Producer**.

c. **Producer** is not required to participate in **Company**'s service or sales service programs. **Producer** ownership or control of the records, expirations or renewals of **Policies** will not be impacted by **Company** having serviced or sold such **Policies** on **Producer**'s behalf. From time to time upon **Written** notice to **Producer**, **Company** may add, remove, change or discontinue all or a part of its service or sales service programs. If **Company** completely discontinues a service or sales service program, **Company** will cooperate with **Producer** to facilitate a reasonable transition of services or sales services back to **Producer**.

d. The fees charged or commission adjustment and/or commission percentage applicable for services and sales services shall be set forth in commission plans or other communications issued by **Company** in **Writing**.

4.4 **Use of Intermediaries. Company** may utilize insurance intermediaries to place business with other admitted or non-admitted insurance carriers when such business is outside the **Company**'s appetite. These intermediaries may be **Company**'s own licensed insurance intermediaries or other third-party intermediaries. The scope of such services, and the fees charged or commission adjustment related to the services, may change from time to time upon **Written** notice to **Producer**. Producer is not required to participate in such alternative placement programs.

4.5 Electronic Business Center and Other Access Sites

a. From time to time, **Company** may make **Sites** available to **Producer**. **Producer** shall use the **Sites** only in accordance with **Company**'s **Written** systems administration policies and procedures.

b. **Producer** shall designate one or more Systems Administrator(s) who shall be responsible for communicating with **Company** regarding administrative aspects associated with the **Sites**. **Producer** agrees to notify **Company** immediately if a

Systems Administrator or any other individual with access to the **Sites** is terminated for any reason and ensure termination of their access to the **Sites**

c. **Producer** shall hold passwords or other secure methods of access to the **Sites** in strict confidence and shall not share or disclose such information to any other person or entity except for authorized **Subproducer**s and **Producer**'s employees using the **Sites** under **Producer** supervision ("Authorized Users"). **Producer** shall be responsible for overseeing access to and use of the **Sites** by Authorized Users, and shall limit access solely to those portions of the **Sites** necessary for conducting **Producer**'s business with **Company** in the ordinary course. **Producer** shall ensure that Authorized Users use the **Sites** in accordance with **Company**'s **Written** systems administration policies and procedures. No third parties, including any vendors, shall be granted access to the **Sites** without Company's express prior **Written** consent. **Producer** shall take all reasonable measures to prevent unauthorized access to the **Sites**, including, but not limited to, avoiding use of automatic logons and shutting down access before leaving active workstations unattended.

d. THE **SITES** AND **SITE**-RELATED SERVICES ARE PROVIDED "AS IS" BY **COMPANY** WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. **COMPANY** DOES NOT WARRANT THAT THE FUNCTIONS ON THE **SITES** WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE **SITES** OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. **COMPANY** IS NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO **PRODUCER**'S USE OF OR ACCESS TO THE **SITES** OR **SITE**-RELATED SERVICES.

e. **Producer** and all Authorized Users of the **Sites** shall be subject to any additional Terms of Use as published on such **Sites**. **Producer** acknowledges that from time to time **Company** may change or update the Terms of Use of the **Sites** and the technology structure and standards of the **Sites**, and may terminate such **Sites**. Any expense or costs related to **Producer** use and access of the **Sites** shall be **Producer**'s sole responsibility.

4.6 **Survival**. **Producer's** obligations under Section **4.5** shall survive any termination of this **Agreement**.

V. PRODUCER OF RECORD DESIGNATION BY POLICYHOLDER

5.1 **Designation by Policyholder**. If a conflict exists as to whether **Producer** or another producer represents an existing or prospective policyholder with respect to a particular **Policy**, that policyholder's latest **Written** instructions as to the designation of which producer is so authorized shall control, subject to **Company**'s rules and procedures dealing with producers of record, wholesale producers, premiums, commissions and mid-term changes.

VI. COMPENSATION

6.1 **Commissions**. **Company** will pay **Producer** commissions on business placed hereunder at the rates specified in schedule(s) attached to this **Agreement** and/or in separate schedules or **Written** documents **Company** provides to **Producer**, or as may be negotiated on an individual risk basis. **Company** may change scheduled commission rates by providing **Producer** with at least ninety (90) days **Written** notice.

6.2 **Expenses**. Commissions and other compensation payable under this **Agreement** shall be considered the full compensation on business **Producer** places with **Company**. **Company** shall not be responsible for the expenses **Producer** incurs, including, but not limited to rent, transportation, postage, salaries, fees, commissions, advertising, underwriting or consumer reports, license fees, electronic equipment, software, other costs of interfacing or communicating with **Company** electronically or for any other expense, except as may be specifically provided by separate **Written** agreements between **Producer** and **Company**.

6.3 **Return Commissions**. **Producer** agrees to return promptly to **Company** commissions previously paid to **Producer** or retained by **Producer** on premiums refunded under any **Policy** for any reason, whether the refund is made during the term of this **Agreement** or thereafter.

VII. BILLING AND COLLECTION

7.1 PRODUCER-BILLED BUSINESS

a. **Producer** is responsible for the collection, payment and accounting of all premiums on **Producer-Billed** business **Producer** places with **Company**. All such premiums collected by **Producer** will be held in a fiduciary capacity to the extent required by the law of each state in which **Producer** conducts business. **Producer** understands and agrees that such funds are, at all times, **Company** property, and are received for, on account for and in trust to pay **Company**, and in no manner form any part of **Producer** assets.

(1) If **Producer** fails to collect any premiums, **Company** shall have the right to attempt to collect such premiums at **Company**'s discretion, provided that **Producer** shall not be relieved of **Producer**'s liability to pay any such premiums that **Company** has not collected.

(2) With respect to audit premium, following commercially reasonable efforts to collect, **Producer** may request that **Company** collect audit premium amounts billed by **Company**, provided **Producer**'s request is made in **Writing** within ninety (90) days after the billing date shown on the audit statement.

(3) No commissions will be payable on any premium for **Producer-Billed** business that is not collected, or that **Producer** may request **Company** to collect.

b. **Producer** will submit to **Company** by the tenth (10^{th}) day of each month an accounting of all premiums on all **Producer-Billed** business placed with **Company** during the previous month or not previously reported, unless **Company** renders such accounting to **Producer**.

c. Regardless of whether **Producer** or **Company** renders the accounting, any balances shown as due to **Company** shall be paid within forty-five (45) days after the end of the month for which the accounting was provided or should have been provided, whichever is earlier, unless another time period is required by the invoice or by law.

d. **Producer** may retain out of premiums **Producer** collects on **Producer-Billed Policies** the commissions due and payable to **Producer** on such **Policies** in accordance with this **Agreement**.

e. In the event that **Producer** breaches of this **Agreement**, **Company** reserves the right to convert any or all **Producer-Billed Policies** to a **Direct-Billed** basis.

f. **Company** will cancel **Producer-Billed Policies** for non-payment of premium at **Producer** request, when permitted by law.

g. If **Producer** fails to pay **Company** any premiums or other amount properly owed to **Company** within the time period specified by **Company**, **Company** may impose a late fee not to exceed one percent (1%) per month on such amount and **Producer** shall pay to **Company** all expenses incurred in the collection of such sums, including all attorneys' fees and court costs.

7.2 **DIRECT-BILLED BUSINESS**

a. **Company** is responsible for the billing and collection of premiums on all **Direct-Billed** business.

b. **Company** will pay **Producer** commissions only on premiums collected. If **Producer** should collect any premiums on **Direct-Billed** business, **Producer** shall promptly forward such premiums to **Company** without deducting commissions.

c. No commission will be paid on premiums that are collected through an internal collection unit or a third-party collection agency, or that **Company** sells as a receivable.

VIII. INDEMNIFICATION

8.1 Each **Party** agrees to defend, indemnify, and hold harmless the other **Party** from and against all civil and administrative liability, fines, damages, and expenses, including the reasonable costs of defense and settlement, in connection with any claim, proceeding or action against the indemnified **Party** resulting from or arising out of the indemnifying **Party**'s acts or omissions or breach of this **Agreement**, except to the extent that the indemnified **Party** has caused or contributed to such liability, fines, damages or expenses.

8.2 Any **Party** seeking indemnification for any such claim, proceeding or action must notify the other **Party** promptly and allow the indemnifying **Party** to make such investigation, settlement or defense thereof as the indemnifying **Party** deems appropriate.

IX. OWNERSHIP OF EXPIRATIONS

9.1 Unless Company becomes entitled to the use and control of the records, expirations or renewals of Policies hereunder, Company will not use records it obtains through Producer to solicit insureds for other lines of insurance without Producer's prior approval.

9.2 When this **Agreement** ends, if **Producer** does not properly account for and promptly pay the premiums owed to **Company** within ninety (90) days following the payment due date, the records, expirations and renewals of **Policies** will belong to **Company** and **Company** may assume control of these expirations and renewals.

9.3 If **Company** assumes control of records, expirations or renewals of **Policies** as provided in this Section, **Company** may attempt to negotiate a sale of such records, expirations and renewals subject to the following conditions:

a. **Company** will use responsible business judgment to negotiate the sale;

b. **Company** will be accountable to **Producer** for any sums collected, less expense, in excess of the sums **Producer** owes **Company**; and

c. **Producer** will remain responsible for any sums **Producer** owes **Company** that exceeds the net amount **Company** receives for the sale of **Producer** records, expirations and renewals.

9.4 For purposes of this Section, **Producer** will not be considered in breach of **Producer** obligation to account for and pay to **Company** premiums or other amounts due **Company**, while the amount thereof is being reasonably disputed in writing and in good faith, provided **Producer** have promptly accounted for and paid to **Company** all items about which there is no such dispute.

9.5 The **Parties** acknowledge that depending on **Producer**'s relationships and agreements with **Subproducer**s, **Producer** may not be entitled to ownership, control or expirations of some or all of the **Policies** issued in connection with this **Agreement**.

X. TERMINATION

10.1 Grounds. This **Agreement** may be terminated in whole or in designated part:

a. At any time by mutual agreement;

b. Immediately by either **Party** upon **Written** notice to the other **Party** based on a breach of this **Agreement**;

c. Immediately without notice upon (i) the bankruptcy, insolvency, or dissolution of a **Party** hereto, or the institution of a similar proceeding by or against a **Party**, (ii) any suspension or revocation of **Producer**'s insurance license in any jurisdiction, as to all jurisdictions, (iii) **Producer**'s failure to renew a necessary insurance license in a jurisdiction, as to that jurisdiction, or (iv) **Producer**'s commission of a felony, fraud, willful misconduct or the misappropriation of funds; or

d. By either **Party** upon ninety (90) days **Written** notice to the other, except when a different time period is required by law. During the notice period, **Producer** shall be prohibited from writing new business with **Company** unless such business was bound prior to the date **Producer** was provided notice of termination.

XI. AFTER TERMINATION

11.1 Return of Property. Upon any termination of this **Agreement**, any equipment, electronic materials or software, unused policy forms, drafts, stamps, powers of attorney and any other supplies or property furnished to **Producer** by **Company** remain **Company** property and shall be accounted for and returned to **Company** within thirty (30) days from the effective date of the termination.

11.2 Renewal Expirations. Upon termination of this **Agreement**, **Company** will continue **Policies** that are in-force on the date the **Agreement** terminates until their normal expirations.

a. Additionally, **Producer** may renew such in-force **Policies** with **Company** as follows:

(1) **Producer** may renew admitted **Policies** issued in the United States by all business segments except Global Specialty Wholesale that are set to expire within one (1) year from the date this **Agreement** terminates.

(2) **Producer** may renew admitted **Policies** issued in the United States by Global Specialty Wholesale that are set to expire within sixty (60) days from the date this **Agreement** terminates.

(3) **Producer** may renew non-admitted **Policies** issued in the United States by **Company** that are set to expire within sixty (60) days from the date this **Agreement** terminates.

(4) For Canadian **Policies**, the **Parties** shall cooperate with each other to meet any legal obligation to offer renewal or replacement coverage.

Any renewals under this Section **11.2.a.** shall be for a period of time no longer than the expiring **Policy's** term, up to a maximum of one (1) year, unless otherwise required by law. The time periods set forth in Section **11.2.a.** apply unless other time periods are required by law.

b. **Producer** must use best efforts to replace all **Policies** issued pursuant to this **Agreement** with policies from other insurers. **Company** reserves the right to cancel and/or non-renew in-force **Policies** and **Policies** renewed under Section **11.2.a.** for non-payment of premium, underwriting reasons or other reasons permitted by law.

c. **Company** shall not be obliged to renew **Policies** for a class of business, line of insurance, product, coverage or limit which **Company** proposes to cease writing in **Producer**'s territory.

d. With respect only to the servicing of **Policies** continued in force or renewed after termination of this **Agreement**, **Producer** shall continue to be subject to all of the provisions of this **Agreement**.

e. **Company** will pay commissions to **Producer** on **Policies** renewed with **Producer** at the applicable rates specified under this **Agreement** in place at the time of termination, or the general rate prevailing among **Company** producers, whichever is less. **Company** shall not be obligated to pay commission to **Producer** on **Policies** that are not renewed through **Producer**, unless otherwise required by law.

f. Where required by law, **Company** may offer to renew **Policies** after the time periods set forth in Section **11.2.a. Company** will offer to renew such **Policies** with **Producer** for only as long as required by law.

g. The renewal rights provided by Section **11.2.a.** shall not be applicable in the event that this **Agreement** is terminated as a result of **Producer**'s breach of this **Agreement**, or where **Producer** fails to renew or maintain a necessary insurance license.

XII. AMENDMENT

12.1 **Notice**. **Company** may amend this **Agreement** at any time by providing **Producer** with at least ninety (90) days **Written** notice, except where this **Agreement** may provide for a shorter period.

XIII. GENERAL CONDITIONS

13.1 **Involuntary Business**. The provisions of this **Agreement** shall not apply to any business that is assigned to and issued by **Company** on an involuntary basis through any assigned risk plan, underwriting association, syndicate or pool.

13.2 **Accounting**. All premium, loss, compensation and other computations required under this **Agreement**, including the coding and classifying of all business issued, shall be in accordance with **Company**'s usual accounting, claims and statistical methods and procedures, as may be changed from time to time. The omission of any item from an accounting statement shall not affect the responsibility of either **Party** to account for and pay all amounts due to the other, nor shall it prejudice the rights of either **Party** to collect all such amounts due from the other.

13.3 **Offset**. **Company** may offset any sums owed to **Company** by **Producer** or **Producer**'s **Subproducer**s under this **Agreement** or any amounts for which either **Producer** or **Subproducer** may be liable to **Company** in damages, against any amounts owed by **Company** to **Producer** under this **Agreement** or any other agreement or special relationship between the **Parties**.

13.4 **Intellectual Property**. Except as set forth below, **Producer** must obtain prior **Written** consent from **Company** for any use of **Company's Intellectual Property**. **Producer** is permitted to use **Company's** name, logos, copyrighted materials distributed for use in connection with advertising that complies with all applicable laws, and **Company's** product trademarks and servicemarks in advertising and promoting **Company's** products in the normal course of business and provided all advertising is done in accordance with applicable law. **Producer** shall use **Company's Intellectual Property** only in accordance with **Company's Written** or published standards, rules and requirements. **Producer** shall not register any of **Company Intellectual Property**, or use or register any derivatives of **Company's Intellectual Property**. **Producer** shall not acquire any rights or interests in any of **Company's Intellectual Property** and **Producer's** permission to use it may be withdrawn by **Company** at any time.

13.5 Confidentiality/Privacy.

a. **Producer** shall maintain the confidentiality of the **Confidential Information**, shall use it only for purposes of this **Agreement**, and shall not disclose it to any other person except to employees, agents and other persons who need to know such **Confidential Information** to further the objectives of this **Agreement** and who agree in writing to maintain the confidentiality of the information as provided herein. In the event **Producer** is requested or required by law to disclose any **Confidential Information**, **Producer** shall provide **Company** prompt notice thereof and cooperate with any of **Company**'s efforts to seek a protective order. If the Gramm-Leach-Bliley Act or the Canadian Personal Information Protection Electronic Data Act, including the regulations promulgated thereunder, or any other applicable law, now or hereafter in effect, imposes a higher standard of confidentiality with respect to the **Confidential Information**, such standard shall prevail over the provisions of this **Agreement**. Notwithstanding the foregoing, **Producer** may disclose to policyholders and prospects all compensation payable to **Producer** or to which **Producer** may be entitled under this **Agreement** or other related agreements related hereto.

b. **Privacy and Data Protection.** To the extent that **Producer** shall maintain, process or be provided access to **Nonpublic Information** in connection with providing services to **Company**, **Producer** shall comply with the following requirements.

(1) **Information Security Program**. At **Producer**'s own cost and expense, establish, adhere to, and maintain a **Written Security Program** If **Producer** uses a third-party service provider to access, process, or store **Nonpublic Information**, then **Producer**'s **Security Program** shall include a third-party information security oversight process in accordance with applicable laws and industry standards;

(2) **Security Assessments**. Upon **Company**'s request, but no more than annually, participate in **Company**'s vendor risk management program by completing **Company**'s information security assessment, which may include a security questionnaire, attestation or other form of security assessment. **Producer's** responses to the security assessment shall be accurate as of the time they are made. If any medium or high risk control gaps are identified (including by a third-party data provider), **Producer** shall remediate such gaps as required by **Company**. **Producer** shall not materially weaken **Producer** security practices as described in the security assessment without **Company** consent.

(3) **Security Breach Management**. Notify **Company** within 72 hours following discovery of any **Security Breach** via e-mail to Information_Incident_Response@thehartford.com, or as otherwise directed by **Company**. **Producer** shall: (a) immediately remedy the **Security Breach**; (b) provide all necessary assistance and cooperation to enable **Company** to remedy any impact of the **Security Breach**, and to meet its obligations with respect to the **Security Breach**; (c) participate in a virtual control verification and remediate any medium or high risk control gaps as required by **Company**, and (d) indemnify and reimburse **Company** for costs and expenses incurred by **Company** in connection with the **Security Breach**.

13.6 **Insurance Requirements**. **Producer** agrees to maintain in force professional errors and omissions liability insurance with limits as required by **Company** and to maintain in force any other insurance required by **Company**. **Producer** shall provide **Company** evidence thereof upon **Company** request.

13.7 **Waiver/Amendment**. The delay or failure of either **Party** to enforce compliance with any term or condition of this **Agreement** shall not constitute a waiver of such term or condition.

No waiver of any term, condition or breach hereunder shall be deemed valid unless in **Writing** signed by the **Party** giving such waiver, and no waiver in one instance shall be deemed a waiver of any subsequent event of the same nature. No amendment to this **Agreement** shall be valid unless in **Writing** signed by **Company**.

13.8 **Assignment**. This **Agreement** may not be assigned by **Producer**, in whole or in part, without **Company's** prior **Written** consent and any such attempted assignment shall be void.

13.9 **Force Majeure**. Neither **Party** shall be liable to the other in monetary damages for the delay or failure in performance, other than the obligation to pay monies hereunder, caused by acts of God, war, riot, strikes, fire, lightning, flood or other natural disaster, or power, communications or computer failures that are beyond the reasonable control of the **Party**.

13.10 **Entire Agreement**. This **Agreement** constitutes the entire agreement of the **Parties** as to the subject matter hereof and supersedes all previous arrangements, oral or **Written**.

13.11 **Other Specially Negotiated Agreements.** This **Agreement** is not intended to supersede or replace any specially negotiated **Written** agreements or addenda between the **Parties**. To the extent such other agreements or addenda reference prior iterations of this **Agreement** and/or the provisions contained therein, such references shall be deemed to refer to this **Agreement** and its counterpart provisions.

13.12 **Construction**. This **Agreement** is not intended to confer upon any third-party any rights or remedies. This **Agreement** shall be construed under and in accordance with the laws of the State of Connecticut without giving effect to the conflicts of law rules. Any provision of this **Agreement** that conflicts with any applicable law or regulation shall be deemed amended to the minimum extent necessary to comply with such law or regulation. The captions in this **Agreement** are included for convenience only and shall not be used to interpret any of the provisions of this **Agreement**.

13.13 **Severability.** If any provision of this **Agreement** shall be held to be invalid, unenforceable or illegal, the validity, enforceability, and legality of the remaining provisions shall not in any way be affected or impaired and the affected provision shall be limited only to the extent necessary to achieve compliance with the minimum legal requirement.