PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT is made by and between Educators Mutual Insurance Association of Utah, its affiliates, and subsidiaries (hereinafter "Company"), a Utah Company doing business at 852 East Arrowhead Lane, Murray, Utah 84107, and the producer named on the attached application, (hereinafter "Producer") a licensed insurance Producer in the State of Utah.

THIS AGREEMENT will be effective upon verification of Producer's credentials and the acceptance and appointment by Company.

WITNESSETH:

WHEREAS, Producer desires to refer proposals for contracts of insurance to Company covering such risks as authorized in Section 1 of this Agreement and Producer is duly licensed to accept; and

WHEREAS, Company desires to retain Producer to provide Producer services under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1
AUTHORIZED LINES OF BUSINESS

1.1. The Company hereby grants Producer authority to solicit and receive proposals for contracts of insurance covering such risks and arrangements as listed in this section and subject to limitations outlined in this Agreement and as the Company may, from time to time, by letter, underwriting guide, or other written instructions, convey to Producer:

1.1.1. Group Accident and Health Insurance (Medical, including or exclusive of Prescription Drug or Premium Waiver);

1.1.2. Group Term Life Insurance (including or exclusive of Accidental Death and Dismemberment or Accidental Death Benefit or Premium Waiver);

1.1.3. Group Long-Term Disability Insurance;

1.1.4. Group and Individual Dental Insurance;

1.1.5. Group Short-Term Disability Insurance;

1.1.6. Group Vision Insurance;

1.1.7. Group Post-Retirement Plans;

1.1.8. Self-Funded or Self-Insured arrangements for any one or a combination of the authorized lines of business listed above;

1.1.9. Flexible Spending Accounts or Cafeteria Plan Administration.

1.2. Producer understands that this Agreement is not exclusive to Company and that Company will have other sources of distribution, including but not limited to, distributors, authorized Producers, home office representatives, re-sellers and other forms and sources of sales. Company understands that this Agreement is not exclusive to Producer.

1.3. Producer will use its best efforts to solicit proposals for contracts of insurance and refer those proposals to Company in accordance with Company's standard procedures and by using only Company's standard forms or those reviewed and approved by Company prior to distribution.

1.3.1. Non-standard forms should be submitted to Company, Attn: Compliance Division, at the address provided in Section 4.12. of this Agreement.

1.4. In accordance with U.C.A. § 31A-23a-402, Producer agrees that all Producing and referral activities will be completely factual, will conform to the highest ethical standards, and will comply with the regulations of the Utah Insurance Code, Annotated, and the Insurance Rules of the State of Utah.

1.5. Producer understands that Company has not provided Producer authority to bind Company to any contract of insurance unless applicant for insurance has accepted terms, conditions and provisions contained in the quote or response to request for proposal that Company has provided Producer. Producer further understands that Producer may not modify, delete, or change in any manner or form quote or response to request for proposal furnished by Company to Producer without express written consent by Company.

Section 2
COMPENSATION

2.1. As a condition precedent to receiving any compensation arising out of Producer's referral of a proposal for a contract of insurance and the acceptance of same proposal or modified proposal as approved by Company by Producer's client, Producer agrees to represent to potential insureds in a completely accurate manner Company's established rates, specifications, policies, terms and conditions of Company services, which Producer understands may be changed by Company, in whole or in part, at any time.

2.2. As compensation for its services, Company agrees to pay Producer a commission as agreed upon by the parties to this Agreement, as long as Producer maintains "Producer of Record" for client group/individual.

2.3. Any credit extended by Producer for premiums or other consideration shall be at the sole Risk of Producer, and it is an express condition of this Agreement that Producer has no authority whatsoever to finance premiums with any bank, lending institution, or other person as a Producer of the Company. In the securing of any finance agreement for policies written under this Agreement, the Producer will act only as the representative of the insured, and the Company will not be responsible for any representation made on its behalf.

2.4. It is a condition of this Agreement that the Producer shall refund to the Company on business heretofore or hereafter written, commissions on canceled policies and on reduction in premiums at the same rate at which such commissions were originally retained.

2.5. Company shall not be responsible for Producer expenses such as rentals, transportation, facilities, clerical expense, solicitors' fees, postage, advertising, personal local license fees, or any other Agency and/or Producer expense whatsoever. Company shall be responsible for the adjudication and adjustment of claims or losses for policies under this Agreement. Company shall not be responsible for any expenses related to risk administration or management that Producer may or may not provide its client.

2.6. Company shall be responsible for all state and federal income taxes, premium taxes, and other taxes that may arise from the lines of business written as a result of referrals by the Producer and accepted by the Company under this Agreement. The Producer will be responsible for state and federal income taxes for commissions earned under this Agreement.

Section 3.
TERM AND TERMINATION

3.1. This Agreement shall be effective from the date of execution of this Agreement by both parties with automatic renewal each year thereafter, unless terminated pursuant to Section of this Agreement.

3.2. This Agreement may be terminated by either party by giving at least 90 days written notice to the other party.

3.3. Company and Producer agree that commissions shall follow the policies of insurance written by the Company through the Producer. As such, termination of this Agreement shall not constitute termination of commissions due the Producer on policies of insurance written by the Company through the Producer, provided that, for the period for which commissions are payable to the Producer:

3.3.1. Said policies remain in force;

3.3.2. Producer remains the Producer of record for said policies; and

3.3.3. Commissions have been included in the determination of the premiums for the first year or for subsequent renewals of said policy.

3.4. Company and Producer agree any supplies furnished to the Producer by the Company shall remain the property of the Company or its representatives and Producer agrees to return the same to the Company or its representatives promptly on demand in the event of termination of this Agreement.

Section 4.
OTHER PROVISIONS

4.1. The Producer shall have no authority to make, add to, or in any way alter the provisions of any policy, or other contract affecting the Company, or to waive any of the Company's rights there under. Any policy or other contract ordered canceled by the Company will immediately be canceled, and the Producer will return the policy or submit evidence to the effect that it has been canceled.

4.2. The Company reserves the right to directly cancel any policy at any time with notice to Producer.

4.3. Producer shall maintain policies of general liability, professional liability, errors and omissions, and other insurance to insure against any claim or claims for damage arising out of or by reason of any action in connection with performance of any part of this Agreement, or of any professional service performed by or at the direction of Producer, in the name of this Agreement.

4.4. Company shall indemnify and hold Producer harmless for any failure or negligent action or inaction by Company to faithfully perform his duties and obligations under this Agreement.

4.5. Producer shall seek the approval from Company for any advertisements, brochures, booklets, pamphlets, or other written or oral communications or solicitations before using any of the aforementioned media. Agent further represents that he/she is familiar with the provisions of Rule R590-130 promulgated by the Utah Insurance Department and agrees to abide by the terms and conditions contained therein.

4.6. In the event of any dispute between the Company and the Producer under this Agreement which the Company and the Producer are unable to resolve, the disagreement shall be submitted to arbitration at the request of either party, in the following manner:

4.6.1. The party requesting the arbitration shall so notify the other party in writing, and shall specify the question or questions to be arbitrated.

4.6.2. Within thirty (30) days after receipt of such notification, the Company and the Producer shall each select an arbitrator and give the name and address thereof to the other.

4.6.3. The two arbitrators shall promptly select a competent and disinterested party as a third arbitrator.

4.6.4. The decision of any two of the three arbitrators so chosen shall be final and binding on the Company and the Producer within sixty (60) days after the date of the arbitration proceedings.

4.6.5. All arbitration expenses shall be borne equally by the Company and the Producer.

4.6.6. Each arbitration under these provisions shall be governed by the laws of the state in which the Producer is domiciled.

4.6.7. All arbitration proceedings are to take place in Salt Lake City, Utah and be governed by the rules and regulations of the American Arbitration Association then in effect.

4.7. As used in this Agreement, “Company” and “Producer” include successors, provided that in the case of the Producer’s successors, they meet the Company’s requirements for appointment as a Producer.

4.8. These general provisions and any amendments which are in written form, signed and dated by both parties, and attached hereto, the agreement to which is indicated by both parties by the signatures of their authorized representatives on this Agreement, constitute the full Producer Agreement.

4.9. The Producer is an independent contractor with respect to business written under this Agreement. The Producer is not a partner, employer, or joint venture with the Company. The Producer is not an insurer, underwriter or guarantor of any of the policies and benefits under the Company plans.

4.10. This Agreement supersedes any and all previous Producer agreements including any amendments thereto; whether oral or written, between the Company and the Producer to the extent such Producer agreements pertain or relate to the subject matter of this Agreement.

4.11. This Agreement may be assigned to one of the Company’s affiliates or subsidiaries at the option of the Company.

4.12. The failure by any party of this Agreement to object or take action with respect to any conduct or omission by the party shall not be construed as a waiver of the breach or wrongful conduct or any future breach of this Agreement.

4.13. All notices required by this Agreement shall be in writing and shall be effective when personally delivered or when deposited in the United States Mail, postage prepaid, properly addressed to:

If to the Company:	Steve Morrison, President EMI Health 852 East Arrowhead Lane Murray, Utah 84107
If to the Producer:	The address listed on the application

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the authorized representatives in Murray, Utah.