

## **PRODUCER AGREEMENT**

This Producer Agreement (this "Agreement"), dated and in effect as of the \_\_\_ day of \_\_ 20\_\_, is entered into by and between Cathedral International, LLC, a Nevada Limited Liability Company (the "Company"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Producer"). Each the Company and the Producer shall be referred to individually as a "Party" and together as the "Parties" Herein.

### **RECITALS**

WHEREAS, the Company is in the business of acting as a managing general underwriting agent on behalf of insurers;

WHEREAS, the Producer is licensed in one or more states or jurisdictions to place contracts of insurance on behalf of its clients with insurers;

WHEREAS, the Company and the Producer desire to enter into this Agreement setting forth the terms and conditions under which the Producer may submit, and the Company may receive and consider, applications from the Producer for various lines of insurance cover for its clients.

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

## **ARTICLE I PRODUCER AUTHORITY**

Section 1.01. Acceptance of Submissions. The Company recognizes the Producer as an insurance broker or agent from which the Company accepts submissions for one or more lines of insurance cover in the states and jurisdictions in which the Producer is properly licensed for the relevant lines of business. The Company reserves the right to decline any submission from the Producer.

Section 1.02. Binding of Risks. The Producer is authorized to communicate to a prospective insured the terms of any quote issued by the Company, but is only authorized to bind any risk on behalf of an insurer that has granted the Company underwriting authority (an "Insurer") after receiving written acceptance of that risk from the Company.

Section 1.03. Limitation of Authority. The Producer has no authority to act on behalf of the Company or any Insurer with regard to any contract of insurance that is underwritten, or requested or proposed to be underwritten, by the Company on behalf of an Insurer (a "Policy") other than in accordance with this Agreement. Without limiting the foregoing, without the express prior written consent of the Company, unless specifically required by applicable law and regulation, the Producer does not have any authority to:

- represent to any third party that the Producer has any authority not specifically granted under this Agreement or take any action not authorized under this Agreement.
- Alter or discharge the terms of any Policy,
- extend the time for payment of Premiums for any Policy or transaction,
- waive or extend any term, obligation or condition of any Policy or transaction,
- settle, negotiate or compromise claims under a Policy or incur any liability on behalf of the Company or an Insurer; or

Section 1.04. Authority from Clients. The Producer warrants that, in respect of each insurance risk it offers to the Company for consideration to be bound by an Insurer, it is at all times duly authorized by its client to enter into the proposed arrangement.

## **ARTICLE II**

### **COLLECTION AND REMITTANCE OF PREMIUM**

Section 2.01. Premium Collection. The Producer shall be liable for the collection of all premiums, fees and any other charges (collectively, "Premiums") due in respect of (a) Policies and related transactions issued by the Company on behalf of an Insurer and (b) pre-existing Policies and related transactions for which the Producer becomes responsible at any point during the Policy term due to a change in producer, it being the intention of the Parties that the risk of Premium collection shall be with the Producer. All references in this Agreement to a "Policy" or "Policies" shall be deemed to include any Policy and Policy transactions described in (a) or (b) of this Section 2.01.

Section 2.02. Premium Remittance. The Producer shall remit all Premiums collected to the Company, net of agreed commission, within thirty (30) days of the later of the invoice date or the effective date of coverage under the relevant Policy. Producer will retain liability for payment of Premium to the Company (or Insurer where applicable) regardless of whether said Premium has been collected by the Producer or not.

Section 2.03. Extensions of Credit. Any credit extended to any entity by the Producer shall be at the Producer's sole risk. Failure of the Producer to report or pay the full amount of Premium when due or to report discrepancies to the Company shall be deemed notice by the Producer of cancellation of the relevant Policy. Where Premium remains unpaid after the due date, the Company will issue a notice of cancellation of the Policy, and the Producer's account will be charged with any earned Premium.

Section 2.04. Return of Policies / LPRs. Unless cancelled prior to inception, all Policies returned to the Company by the Producer for cancellation will incur earned Premium calculated in accordance with the cancellation terms of the relevant Policy.

Section 2.05. Premium Adjustments. The Producer shall be responsible for the prompt adjustment of the Premium of any audited Policy as well as collection and remittance of such Premium. However, if additional Premium results from an audit and the Producer cannot collect that Premium, then the Producer shall not be liable for that Premium only upon occurrence of both of the following: (a) the Producer notifies the Company in writing of such un-collectability within 5 business days after said additional Premium is due and (b) the relevant Insurer releases the Company from the additional Premium payment obligation. If the Company undertakes direct collection of additional Premium, or any other Premiums, the Producer shall forfeit any commission for the Policies that produced said Premiums.

Section 2.06. Management of Funds. All funds collected by the Producer for or on behalf of the Company shall be held in a fiduciary capacity by the Producer in a separate (from operating or other accounts) designated bank account in a bank that is a member of the Federal Reserve System (and insured by the FDIC). No funds received by the Producer on behalf of the Company and/or an Insurer may be applied by the Producer for any purpose unless specifically authorized in writing by the Company. The Producer may commingle Premiums collected on behalf of the Company with other premiums it receives in the operation of its business as an insurance broker or agent, provided that such commingling is permitted by law and that the Premiums due to the Company can be readily and reasonably identified at all times.

Section 2.07. Right to Offset. The Company may, upon written notice to the Producer, offset against any commissions or other compensation due or to become due the Producer under this Agreement, any debt from the Producer to the Company under this Agreement, and upon the termination of this Agreement, any and all money belonging to the Company in the possession of the Producer shall immediately become due and payable and shall be paid to the Company, provided that, upon any termination by the Company pursuant to Section 8.01(b)(iv), the Producer forfeits its right to all outstanding commissions and authorizes the Company to withhold its payment of any other monies otherwise due.

### **ARTICLE III REPORTING AND ACCOUNTING**

Section 3.01. Record Maintenance. The Producer shall maintain complete and accurate records concerning the Policies and its services hereunder in accordance with applicable law and regulations, for at least a seven (7) year period following the expiration of the relevant Policies. All such records will comply with all applicable laws and in force regulations or other data recording requirements. The Producer grants the right to the Company, subject to adequate notice, to examine or audit its relevant records relating to any Policy underwritten by the Company.

Section 3.02. Service of Process. Neither the Producer or any of its affiliates is authorized to accept service of process on the Company's or any Insurer's behalf. However, if the Producer or any of its affiliates is in fact served with any legal documents or process or any other document in connection with any proceeding, hearing or action involving the Company or an Insurer in any way, then the Producer shall immediately forward such document(s) to the Company after receipt. The Producer agrees to cooperate fully with the Company and, if applicable, the relevant Insurer to facilitate the investigation and resolution of all such matters but shall take no action or make any reply unless requested so to do in writing by the Company. Unless specifically authorized in writing by the Company, the Producer will in no circumstances attempt to adjust or settle any such matters.

Section 3.03. Complaints and Investigations.

(a) The Producer shall immediately forward to the Company all correspondence pertaining to this Agreement or any business transacted under the terms of this Agreement which it receives from any governmental or regulatory agency, unless prohibited by law. The Producer shall also immediately forward to the Company written notice of any other requests or complaints it receives relating to any business placed under the terms of this Agreement.

(b) The Producer shall, and shall cause its affiliates and its and their employees, officers, directors and representatives (collectively, "Personnel") to, cooperate at all times with the Company and/or any of its agents or representatives in connection with any internal or external inquiry or investigation that relates to this Agreement or any business transacted under this Agreement, including inquiries as a result of any administrative, regulatory or judicial proceeding, or any request or complaint.

### **ARTICLE IV COMPLIANCE WITH LAW**

Section 4.01. Compliance with Laws. The Producer shall comply with all applicable laws and regulations in all jurisdictions governing the conduct of insurance business under this Agreement and all other legal or regulatory requirements affecting all Policies.

Section 4.02. Licenses. The Producer represents and warrants that it is and will remain during the term of this Agreement properly licensed to conduct insurance business in any state or jurisdiction in which it is required to maintain such licenses. The Producer shall maintain such licenses in good standing at all times and shall, if requested, provide to the Company written proof of such licenses. The Producer agrees to notify the Company without delay in the event that any of its licenses are suspended, revoked or in any way limit the ability to transact the business produced under this Agreement.

Section 4.03. Surplus Lines. The Producer will not place an order with the Company for any surplus lines Policy unless it shall first have complied with all applicable law and regulations, including any requirement that the Producer attempt to procure such insurance from insurers authorized to conduct business in the Insureds home state. Producer hereby agrees to comply with all applicable laws and regulations pertaining to the issuance of the Policy, including: (a) reporting the transaction and filing any necessary surplus lines affidavit, (b) calculating, collecting and remitting all surplus lines taxes, and (c) providing the appropriate statutory and/or regulatory disclosure stamps/disclosures on all subject documents.

## **ARTICLE V COMPENSATION**

Section 5.01. Producer Compensation. The Company shall pay to the Producer, as full compensation for its services in respect of each Policy, a commission as set out in writing in each Policy or accompanied documentation. No commission will be paid to the Producer on Policies subject to Premium discounts, retrospective rating adjustments, other Premium adjustments or Premiums collected by the Company directly from an Insured or otherwise not collected by the Producer.

Section 5.02. Refunds. Producer agrees to refund to the Company all commissions on unearned Premiums at the same rate at which such commissions were paid to the Producer. Any return Premium provided to the Producer for return to the Insured shall become the obligation of the Producer to return it promptly to the Insured.

Section 5.03. No Assignment of Commissions. The commissions or benefits of the Producer hereunder may not be pledged, assigned or transferred by the Producer without the prior written consent of the Company.

Section 5.04. Disclosures. The Producer shall be solely responsible for any and all disclosures of Producer's compensation to its clients / Insureds in connection with the placement of any Policy.

## **ARTICLE VI INSURANCE**

Section 6.01. Insurance. The Producer warrants that it has and will keep in full force and effect and maintain at its sole cost and expense errors and omissions and fidelity/crime insurance covering acts, errors, omissions, breach of security or privacy, including notification expenses, and machine malfunctions arising out of the Producer's operations or services, provided by an insurer rated "A" or better by A.M. Best Company with a minimum of one million US dollars (\$1,000,000) in coverage for any one act or occurrence during the term of this Agreement and during any period thereafter for which the Producer is providing services under this Agreement. The obligation of the Producer to provide the insurance specified herein will not limit in any way any obligation or liability of the Producer provided elsewhere in this Agreement, nor will the insurance coverage provided herein override the Producer's indemnification obligations. The Producer will provide the Company with certificates of insurance evidencing compliance with this Section 6.01 upon execution of this Agreement.

## **ARTICLE VII DATA PROTECTION AND CONFIDENTIALITY**

Section 7.01. Confidential Information.

(a) Non-Disclosure. Each Party shall not, and shall cause its affiliates that are recipients of Confidential Information from the other Party (the "Recipients") not to, make Confidential Information of the other Party available in any form to any third party or to use such Confidential Information for any purpose other than to exercise their and their affiliates that are Recipients respective rights and perform their respective obligations under this Agreement. Each Party shall, and shall cause its affiliates that are Recipients to, hold each other Party's Confidential Information in confidence and take all reasonable steps to ensure that such Confidential Information is not disclosed, distributed or used by its respective Personnel or affiliates in breach of this Agreement. Without limiting the foregoing, each Party shall, and shall cause its affiliates that are Recipients to, take all reasonable precautions, but not less than those employed to protect such Party's own Confidential Information, to prevent the Confidential Information of the other Parties from being disclosed, distributed or used, in whole or in part, by any Person in breach of this Agreement.

(b) Disclosure to Personnel. A Party or its affiliates that are Recipients may disclose any Confidential Information received from the other Parties to their respective Personnel who have a need to know it for purposes of the receiving Party performing its obligations or exercising its rights hereunder, and

who agree to protect the received Confidential Information from unauthorized use and disclosure. The receiving Party shall take appropriate actions by instruction, agreement or otherwise, with its Personnel who are permitted access to the disclosing Party's Confidential Information or any part thereof in accordance with this Agreement, to inform them of this Agreement and obtain their compliance with the terms expressed herein.

(c) Exceptions. A Party's "Confidential Information" means any non-public information of such Party, its Affiliates, members, licensors, consultants, service providers, advisors or agents that is disclosed by a Party in connection with this Distribution Agreement, but does not include, and the obligation of confidentiality under this Agreement does not apply to, information that: (a) is, on the date hereof, lawfully available in the public domain or which in the future lawfully enters the public domain through no fault of the receiving Party; (b) information that is disclosed to the receiving Party by a third party and is not subject to an independent obligation of confidentiality or (c) information that the disclosing Party consents in writing that the receiving Party may disclose.

(d) Disclosure Required by Law. This Section 7.01 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by applicable law or regulation or in connection with any dispute resolution proceeding between the Parties in respect hereof.

Section 7.02. Privacy. The Parties each affirm that they and their respective Affiliates that will receive Personal Information have procedures in place reasonably designed to protect the privacy of Personal Information and will maintain such Personal Information they acquire pursuant to this Agreement in confidence and in accordance with all privacy and data security applicable laws and regulations and with the Company's privacy policy. Notwithstanding the foregoing, the Parties and their Affiliates shall have the right to use or disclose Personal Information: (a) to the full extent required to comply with applicable laws and regulations or requests of regulators; (b) as necessary in connection with such Party's audit, legal, compliance or accounting procedures; (c) as necessary or permitted by applicable laws and regulations in the ordinary course of business in connection with the exercise of rights or the performance of obligations under this Agreement; (d) as authorized by the client or beneficiary to whom the Personal Information relates; and (e) to protect against or prevent fraud. "Personal Information" means any non-public personal information" as such term is defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder; (ii) any information that can identify an individual, such as name, address, social security number, telephone number or other unique identifier, together with any other information that relates to an individual who has been so identified in any format whether written, electronic or otherwise; (iii) information that can be used to authenticate an individual (including passwords or personal identification numbers, signatures, biometric data, unique identification numbers, answer to security questions, or other personal identifiers) in any format whether written, electronic or otherwise, or (iv) any personally identifiable medical, financial or other personal information about proposed, current and former applicants for Policies, Insureds, Policy owners, claimants and beneficiaries, but does not include: (x) information which is now lawfully available in the public domain or which in the future lawfully enters the public domain through no fault of the receiving Party; (y) information that is disclosed to the receiving Party by a third party and is not subject to an independent obligation of confidentiality; or (z) information that the disclosing Party consents in writing that the receiving Party may disclose.

Section 7.03. Privacy Notices and Authorizations. The Producer shall provide to its clients and prospective clients who apply for or purchase Policies such privacy notices as may be required by applicable law and regulation and as otherwise provided to the Producer by the Company. The Producer shall also ensure that its personnel obtain signed authorizations from clients and prospective clients who apply for Policies, as required by the relevant privacy policy, and provide upon request of such clients and prospective clients, copies of their signed authorizations as required by applicable law and regulation and such relevant privacy policy. In the event that a client or prospective client has signed an authorization and subsequently informs the Producer that it is revoking that authorization and that authorization has been relied upon by the Producer, or otherwise provided to the Company, in respect of the solicitation, sale or negotiation of any Policy, the Producer shall promptly inform the Company in writing of such revocation.

Section 7.04. Notification of Breach. If the Producer becomes aware of any circumstance that may constitute or result in a breach of security in respect of Confidential Information or Personal Information pertaining to or obtained in by the Producer in connection with its services or obligations under this Agreement, the Producer shall immediately notify the Company and will promptly investigate and take all necessary steps to remedy such breach. The Producer will be responsible for any and all security breaches in respect of its systems or those of its Personnel and the costs of remediation, except for breaches caused solely by the Company.

## **ARTICLE VIII TERMINATION**

### **Section 8.01. Termination.**

(a) This Agreement may be terminated by either Party providing seven (7) calendar days' notice to the other.

(b) This Agreement may be terminated for cause by the Company with immediate effect by giving written notice to the Producer. "Cause" shall include:

- (i) a failure by the Producer to comply with any term or condition or perform any obligation of this Agreement.
- (ii) the committing by the Producer of any act of fraud, willful misconduct or gross negligence.
- (iii) the taking of any action by the Producer that could be construed to be defamatory, libellous, or materially prejudicial to the Company;
- (iv) a failure of the Producer, in performing services under this Agreement, to utilize the degree of skill, care, diligence, timeliness and foresight of an experienced, professionally managed insurance broker or agent.
- (v) a petition is presented or order is made for the dissolution of the business of the Producer, or any administrator or receiver is appointed, or if the Producer enters into liquidation, bankruptcy or passes any resolution to dissolve, or the Producer becomes insolvent or unable to pay its debts or makes an assignment for the benefit of creditors or fails to remit balances in accordance with this Agreement;
- (vi) the Producer undergoes any of the following: (A) the sale of all or substantially all the assets of the Producer; (B) any merger, consolidation or acquisition of the Producer with, by or into another Person; or (C) any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Producer in one or more related transactions; or
- (vii) an action shall have been commenced or a order shall have been entered, issued or made by a governmental authority against the Producer or any of its affiliates, which involves an allegation, finding, admission or determination of non-compliance with applicable law and regulation involving fraud, theft, misrepresentation, breach of trust, breach of fiduciary duty or felony criminal activity, by the Producer or any of its affiliates.

### **Section 8.02. Effect of Termination.**

(a) Upon termination of this Agreement, the Company's obligation to pay commissions to the Producer will cease as of the effective date of termination, except that commissions on unexpired Policies shall be payable until expiration of such Policies, provided the Premiums due in respect of such Policies shall have been paid by the Producer to the Company. Producer shall not be entitled to commissions on new or renewal Policies bound after the effective date of termination of this Agreement.

(b) In the event of termination of this Agreement, the Producer shall, unless otherwise instructed by the Company:

- (i) continue to timely collect and remit all Premium due to the Company under this Agreement in respect of any Policies;
- (ii) continue to service all Policies until the expiration of all such Policies, utilizing the degree of skill, care, diligence, timeliness and foresight of an experienced, professionally managed insurance broker or agent, including issuance of timely notice of cancellation or non-renewal;
- (iii) cease to submit or seek to renew business with the Company, or to extend the Policy period or alter, vary or discharge the terms or conditions of any existing Policy, except as may be required by applicable law and regulation and upon concurrent written notice to the Company;
- (iv) continue to provide to the Company, until the expiration of all Policies, the records and data set forth or referred to in this Agreement or otherwise required by applicable law and regulations; and

## **ARTICLE IX INDEMNIFICATION**

Section 9.01. Indemnification by the Producer. The Producer shall indemnify, defend and hold harmless the Company, its affiliates and their respective Personnel (each, a "Company Indemnified Party") from and against any and all claims, suits, causes of action, demands, liabilities, damages, losses, fines, penalties, costs and expenses (including reasonable attorneys' fees (collectively, "Damages") arising out of any willful misconduct, bad faith or negligent act or omission of the Producer with respect to or arising from or in any way connected with its services or obligations under this Agreement, unless and to the extent that the said act or omission is the direct result of the written instruction or act of the Company.

Section 9.02. Indemnification by the Company. The Company shall indemnify, defend and hold harmless the Producer, its affiliates and their respective Personnel (each, a "Producer Indemnified Party") from and against any and all Damages incurred by a Producer Indemnified Party solely to the extent that such Damages result directly from the willful misconduct, bad faith or negligent act or omission of the Company or from an act or omission of the Producer following the written instruction of the Company.

## **ARTICLE X GENERAL PROVISIONS**

Section 10.01. Independent Contractor. Nothing in this Agreement shall establish a relationship of employer/employee or of a partnership between the Company and the Producer. All expenses incurred by the Producer in connection with the solicitation of insurance or performance of any of its duties hereunder or any other expenses of the Producer shall be paid by the Producer and not by the Company.

Section 10.02. Marketing Materials. The Producer shall not make reference to the Company or its affiliates or use any of their respective logos, trademarks or service marks in any publication, advertisement or other communication without the prior written consent of the Company.

Section 10.03. Governing Law. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of New York without giving effect to any conflicts of laws principles that would cause the application of the laws of any other jurisdiction.



Section 10.04. Jurisdiction; Enforcement; WAIVER OF JURY TRIAL.

(a) Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any court of the United States or any state court, which in either case is located in the City, State and County of New York (each, a “New York Court”) for purposes of enforcing this Agreement or determining any claim arising from or related to the transactions contemplated by this Agreement. In any such action, suit or other proceeding, each of the Parties irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claim that it is not subject to the jurisdiction of any such New York Court, that such action, suit or other proceeding is not subject to the jurisdiction of any such New York Court, that such action, suit or other proceeding is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper; provided, that nothing set forth in this sentence shall prohibit any of the Parties from removing any matter from one New York Court to another New York Court. Each of the Parties also agrees that any final and non-appealable judgment against a Party in connection with any action, suit or other proceeding will be final, conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment will be conclusive evidence of the fact and amount of such award or judgment. Any process or other paper to be served in connection with any action or proceeding under this Agreement shall, if delivered or sent in accordance with Section 10.09, constitute good, proper and sufficient service thereof.

(b) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.04(b).

Section 10.05. No Waiver. The failure of the Company or the Producer to insist on strict compliance with this Agreement or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein. This Agreement cannot be modified by any acquiescence in practices or course of dealing that may be contrary to the terms of this Agreement and may only be amended by a written agreement executed by both Parties.

Section 10.06. Severability. If any provision in this Agreement shall be determined to be invalid under or in conflict with the laws or regulations of any jurisdiction, the remainder of this Agreement shall not be affected by the said invalidity or conflict.

Section 10.07. Headings. The descriptive headings preceding the text of the sections and subsections of this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 10.08. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation;” (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; and (d) the word “Person” includes any individual, corporation, proprietorship, firm, partnership, limited partnership, limited liability company, trust, association, governmental authority or other entity. Unless the context otherwise requires, references herein to sections mean the sections of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

Section 10.09. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date delivered by hand, by overnight courier service or by messenger, upon receipt by facsimile transmission, or upon delivery by registered or



certified mail (return receipt requested) postage prepaid, to any Party at the following addresses and facsimile numbers:

If to the Company:

Contact: Jack Terranova  
Cathedral International, LLC  
2831 St Rose Parkway  
Henderson, NV 89052  
Tel: 844-799-3900  
jack@cib.com

If to the Producer:

<Enter details here>

Any Party may change any of the above details to which notices are sent by providing written notice of such change. Such notice to be effective only upon valid receipt.

Section 10.10. Assignment. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other, including by merger or other operation of law, and any purported assignment without such consent shall be void; provided that the Company acting through its parent, affiliates or subsidiaries shall not be considered an assignment under this Agreement. Subject to the foregoing, this Agreement and all the provisions hereof shall apply to, are binding upon, and inure to the benefit of the Parties and their successors and permitted assigns. Nothing in this Agreement, express or implied, shall be intended to confer upon any Person other than the Parties any rights or remedies of any nature whatsoever under or by reason of this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their permitted successors and assigns.

Section 10.11. Survival. Upon any expiration or termination of this Agreement, all obligations of the Parties hereunder will cease and this Agreement will be of no further force and effect; provided, however, that Sections 2, 3, 7, 9 and 10 and Section 8.02 will survive such expiration or termination, together with any other provisions hereof which by their nature are intended to survive expiration or termination. Expiration or termination of this Agreement for any reason will not release any Party from performing any obligation remaining to be performed hereunder (including the obligation to pay any amounts when due) or otherwise relieve such Party from any other liability hereunder that has accrued prior to the date of such expiration or termination.

Section 10.12. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understandings between the Parties, whether oral or written, with respect to its subject matter.

Section 10.13. Expenses. Each Party will bear all fees, costs and expenses that are incurred by it in connection with the preparation, execution and delivery of this Agreement and the transactions and fulfillment of the covenants and obligations contemplated hereby.

Section 10.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[signature page below]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective authorized representatives as of the date first written above.

**Cathedral International LLC**

**[Name of Producer]**

\_\_\_\_\_  
By

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By

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Title

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