

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 of the Company and the Producer shall be referred to individually as a "Party" and together as the "Parties".

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 Parties desire to set 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 Parties 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. A risk is bound only upon the Producer's receipt of (i) a written binder issued by the Company, (ii) a policy number confirmation generated by the Company's platform, or (iii) an email expressly stating 'bound' from an authorized underwriter of the Company. Oral binds are ineffective.

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, and 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: (a) represent to

any third party any authority not specifically granted under this Agreement or take any action not authorized under this Agreement; (b) alter or discharge the terms of any Policy; (c) extend the time for payment of premiums for any Policy or transaction; (d) waive or extend any term, obligation, or condition of any Policy or transaction; or (e) settle, negotiate, or compromise claims under a Policy or incur any liability on behalf of the Company or an Insurer. Nothing in this Section limits Producer's obligations to comply with applicable law.

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 clauses (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. The Producer will retain liability for payment of Premium to the Company or Insurer where applicable subject to applicable law, and except as expressly provided in Section 2.05.

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 constitutes a material breach of this Agreement and may result in cancellation of the relevant Policy in accordance with applicable law and the Policy terms. Producer shall promptly notify the Company in writing of any known non-payment by an insured.

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 ten (10) 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 Company may recoup a proportional share of commission solely with respect to amounts

the Company directly collects that the Producer failed to remit, unless prohibited by applicable law.

Producer will provide reasonable documentation of collection efforts.

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 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. Premiums shall be maintained in a segregated fiduciary 'premium trust' account in accordance with applicable law. Commingling with operating funds is prohibited.

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 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. The Producer grants the Company the right, 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 nor 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 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. Producer shall notify the Company within one (1) business day of receipt of any such legal documents or process.

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 ('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 insured's home state. The 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 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. The 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 the Producer's compensation to its clients/insureds in connection with the placement of any Policy.

Section 5.05. Commission Schedule. Commissions, fees, and contingents (if any) applicable to lines or programs shall be set forth in Exhibit A (Commission Schedule) as updated from time to time by the Company upon thirty (30) days' written notice.

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 \$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 Producer's obligation 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. Policies shall include cyber/privacy liability coverage applicable to Producer's custody of Personal Information.

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 ('Recipients') not to, make Confidential Information of the other Party available in any form to any third party or use such Confidential Information for any purpose other than to exercise their respective rights and perform their respective obligations under this Agreement. Each Party shall, and shall cause its affiliates that are Recipients to, hold the 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. (b) Disclosure to Personnel. A Party or its affiliates that are Recipients may disclose any Confidential Information received from the other Party 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. (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 Agreement, but does not include information that:

(i) 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; (ii) is disclosed to the receiving Party by a third party and is not subject to an independent obligation of confidentiality; or (iii) 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: (i) any 'non-public personal information' as defined under Title V of the 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 (e.g., name, address, social security number, telephone number, or other unique identifier), together with any other information that relates to an identified individual in any format; (iii) authentication information (including passwords, PINs, signatures, biometric data, answers to security questions, or other personal identifiers) in any format; 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 information which (x) 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) is disclosed to the receiving Party by a third party and is not subject to an independent obligation of confidentiality; or (z) 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 revokes an authorization 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 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.

Section 7.05. Minimum Security Controls. Producer shall implement and maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of Personal Information and Company Confidential Information, including: (i) multi-factor authentication for remote access and privileged accounts; (ii) encryption of Personal Information in transit and at rest; (iii) security awareness training at least annually; (iv) prompt patching of critical vulnerabilities; (v) vendor due diligence for third parties with access to such information; and (vi) incident response procedures providing written notice to the Company within seventy-two (72) hours of discovery of any Security Incident, or sooner if required by law.

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 is defamatory, libelous, 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) insolvency-related events; (vi) change of control events; or (vii) certain governmental actions involving non-compliance with law.

Producer shall provide thirty (30) days' prior written notice of any change of control. The Company may terminate this Agreement upon written notice within sixty (60) days following receipt of such notice if the Company reasonably determines the change would be materially adverse to its interests.

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; (ii) continue to service all Policies; (iii) cease to submit or seek to renew business or alter terms except as required by law and upon concurrent written notice to the Company; and (iv) continue to provide to the Company, until the expiration of all Policies, the records and data required. For avoidance of doubt, Producer shall cooperate to transition records, loss runs, and in-force administration as reasonably requested by the Company.

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) (‘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. The indemnifying Party’s obligations include costs of defense as incurred and are not limited by insurance maintained. Each Party shall use commercially reasonable efforts to mitigate Damages.

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. The indemnifying Party’s obligations include costs of defense as incurred and are not limited by insurance maintained. Each Party shall use commercially reasonable efforts to mitigate Damages.

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 Nevada 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 and State of Nevada, County of Nevada (each, a 'Nevada 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 Party 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 Nevada Court, that such matter is brought in an inconvenient forum or that venue is improper. Any final and non-appealable judgment against a Party may be enforced in any court of competent jurisdiction. 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) Waiver of Jury Trial. 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.

Section 10.05. No Waiver. The failure of either Party to insist on strict compliance with this Agreement or to exercise any rights hereunder shall not be construed as a waiver of any rights or privileges. This Agreement 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 are for convenience only and shall not constitute a part of this Agreement, nor affect its meaning or effect.

Section 10.08. Interpretation. For purposes of this Agreement: (a) 'include,' 'includes,' and 'including' are deemed to be followed by 'without limitation'; (b) 'or' is not exclusive; (c) 'herein,' 'hereof,' 'hereby,' 'hereto,' and 'hereunder' refer to this Agreement as a whole; and (d) 'Person' includes any individual or 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 against the drafting Party.

Section 10.09. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given on the date delivered by hand, by overnight courier service, 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:

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

If to the Producer: _____; _____; _____;
Tel: _____; Email: _____.

Electronic mail with confirmation of receipt shall constitute written notice for routine communications (excluding notices of breach, termination, indemnification claims, or legal process), unless otherwise required by law.

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 assignment by the Company to its parent, affiliates, or subsidiaries shall not be considered an assignment under this Agreement. Subject to the foregoing, this Agreement shall bind and benefit the Parties and their successors and permitted assigns. Nothing herein confers rights on any Person other than 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 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, together with any other provisions which by their nature are intended to survive. Expiration or termination shall not release any Party from any accrued obligations (including payment when due) or 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 and supersedes all prior agreements, arrangements, and understandings, whether oral or written, with respect thereto.

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

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

Section 10.15. Order of Precedence. In the event of any conflict between this Agreement and any Policy, binder, program guidelines, or Company portal terms, this Agreement will govern as between the Company and Producer, except where expressly stated otherwise.

[SIGNATURE PAGE]

Cathedral International, LLC

By: _____

Title: _____

Date: _____

[Name of Producer]

By: _____

Title: _____

Date: _____