

MY INDEPENDENT AGENT (MIA) PROGRAM PARTICIPATION AGREEMENT

Version 2.0 | Insurance Pro Agencies, Inc.

This Participation Agreement ("Agreement") is between **Insurance Pro Agencies, Inc.**, an Illinois corporation ("IPA"), and the individual or entity accepting this Agreement ("Agent"), effective as of the date the Agent accepts this Agreement through IPA's online enrollment process.

1. What This Agreement Is

MIA is a referral program operated by IPA. The Agent refers clients to IPA's national insurance carrier platform ("MIA Platform"). IPA's carrier partners handle all quoting, policy issuance, renewals, and customer service. The Agent's role is limited to referring clients — the Agent does not quote, bind, service, or advise on any policies placed through the MIA Platform.

2. What the Agent Gets

- **80/20 Commission Split.** The Agent receives 80% of all commissions earned on policies written or renewed from the Agent's referrals. IPA retains 20%.
- **Book of Business Ownership.** The Agent owns 100% of the accounts the Agent refers to the MIA Platform, including the right to commissions, use of policy expirations, and the ability to sell or transfer those accounts, subject to the terms of this Agreement.
- **Commission Payments.** IPA will pay the Agent's share of commissions within approximately 30 days of IPA's receipt of commissions from its carrier partners, along with a detailed commission report.
- **No Cost to Join.** There is no setup fee, monthly fee, or minimum production requirement.

3. What the Agent Agrees To

- **Independent Contractor.** The Agent operates as an independent contractor, not an employee, partner, or joint venturer of IPA. The Agent is responsible for all of its own expenses, taxes, and insurance obligations.
- **No Captive Restrictions.** The Agent confirms that referring clients to the MIA Platform does not violate any captive, exclusive, or restrictive agreement the Agent has with any carrier, agency, or other third party. The Agent agrees to indemnify IPA against any claims arising from a breach of this representation.
- **Customer Service.** The Agent agrees to direct all customer service inquiries to IPA's carrier partners and will not independently advise clients on policies placed through the MIA Platform unless the Agent independently maintains appropriate errors and omissions insurance coverage.
- **Marketing.** The Agent may market independently using IPA-provided materials and the Agent's personal share link, provided the Agent follows IPA's brand and marketing guidelines.

4. No Broker/Agent of Record Changes

The Agent agrees not to initiate any Broker of Record (BOR) or Agent of Record (AOR) changes on policies placed through the MIA Platform, either during or after the term of this Agreement.

Why this exists: MIA operates through a national carrier partner. BOR/AOR transfers create chargebacks and can damage the platform's carrier relationships, which affects every agent in the program. This restriction protects the integrity of the platform for all participants.

What the Agent can always do: - Quote and write new business with any carrier, including carriers used by the MIA Platform - Rewrite individual client policies at renewal with any carrier - Get appointed directly with any carrier at any time - Compete freely for any new business

This restriction applies only to BOR/AOR transfers of policies originally placed through MIA. The Agent is always free to rewrite individual policies at renewal through any carrier of their choice.

5. Ending This Agreement

- **Either Party May Terminate.** Either party may terminate this Agreement for any reason with 30 days' written notice (email is sufficient).
- **Agent Keeps Their Book.** Upon termination, the Agent retains ownership of its accounts and may rewrite policies with any carrier, subject to the no-bulk-transfer restriction in Section 4.
- **Commission Tail.** If IPA terminates without cause, the Agent will continue to receive commission payments based on the Agent's premium volume, as described in the Terms & Conditions.
- **Immediate Termination.** IPA may terminate this Agreement immediately if the Agent commits fraud, misrepresents information on insurance applications, or materially breaches this Agreement.

6. Technology, AI & Data Use

- **AI-Powered Platform.** The Agent acknowledges that IPA uses artificial intelligence, machine learning, and automated systems ("AI Tools") to operate, improve, and optimize the MIA Platform, including but not limited to: lead routing, commission reconciliation, compliance monitoring, communication automation, and analytics.
- **No AI-Generated Insurance Advice.** AI Tools used by IPA do not provide personalized insurance advice, underwriting decisions, or policy recommendations to clients. All quoting, binding, and servicing is performed by licensed professionals at IPA's carrier partners.
- **Data Use Consent.** The Agent consents to IPA's use of anonymized and aggregated data derived from the Agent's referral activity for platform improvement, analytics, and AI model training, provided that no personally identifiable client information is used for AI training without explicit additional consent.
- **Automated Decisions.** Certain platform functions (including but not limited to lead qualification, commission calculations, and compliance status determination) may be processed by automated systems. The Agent may request human review of any automated decision that materially affects the Agent's commissions or program status.
- **AI Limitation of Liability.** IPA shall not be liable for errors, omissions, or inaccuracies in AI-generated outputs, provided that IPA maintains reasonable quality controls and promptly corrects errors upon notification.

The Agent agrees that AI outputs are tools to assist operations and are not guarantees of accuracy.

- **Agent AI Use.** The Agent may use AI tools for their own marketing and referral activities, provided that: (a) all AI-generated marketing materials comply with IPA's brand guidelines and applicable insurance marketing regulations; (b) the Agent does not use AI to generate misleading or inaccurate insurance-related claims; and (c) the Agent discloses AI-generated content where required by applicable law or regulation.

7. Dispute Resolution

Any disputes arising from this Agreement will be resolved through binding arbitration in Cook County, Illinois, governed by Illinois law. Before initiating arbitration, both parties agree to attempt good-faith resolution through a 15-day informal negotiation period.

8. Full Terms

This Agreement is subject to the [MIA Program Terms & Conditions], which are incorporated by reference. By accepting this Agreement, the Agent acknowledges that they have had the opportunity to review the Terms & Conditions.

By checking the box and submitting the enrollment form, the Agent accepts this Agreement and the MIA Program Terms & Conditions as of the date of submission.

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