

MIA PROGRAM TERMS & CONDITIONS

Version 2.0 | Insurance Pro Agencies, Inc.

These Terms & Conditions ("Terms") supplement and are incorporated into the MIA Program Participation Agreement ("Agreement") between Insurance Pro Agencies, Inc. ("IPA") and the Agent.

1. COMMISSIONS & PAYMENTS

1.1 Commission Split

Commissions on all policies written or renewed from the Agent's referrals through the MIA Platform will be split 80% to the Agent and 20% to IPA.

1.2 Payment Timing

IPA will pay the Agent's share of commissions within approximately 30 days following IPA's receipt of commissions and detailed reports from its carrier partners. IPA reserves the right to deduct from the Agent's commissions any amounts owed to IPA, IPA's carrier partners, or service providers obtained through IPA.

1.3 Negative Balances

The Agent agrees to authorize IPA to debit the Agent's account if there is a negative amount payable after the accounting of commissions (e.g., due to policy cancellations or chargebacks).

1.4 Banking Information & Direct Deposit

IPA does not collect banking information at enrollment. Commission payments are processed through Stripe Connect, a PCI-compliant third-party payment processor. When the Agent's first commission payment is due, the Agent will be prompted to complete Stripe's secure onboarding process, which includes providing banking information for ACH direct deposit. IPA does not store or have access to the Agent's bank account numbers — all banking data is held and encrypted by Stripe in accordance with bank-level security standards.

Stripe also handles W-9 collection and 1099 tax reporting on IPA's behalf. The Agent may update their banking information at any time through their Stripe dashboard.

1.5 Commission Reports

The Agent will receive a detailed commission report with each payment showing policy-level detail of commissions earned, paid, and pending.

2. AGENT RESPONSIBILITIES

2.1 Licensing

If the Agent holds an active insurance license, the Agent shall maintain all required licenses and provide copies to IPA upon request. The Agent will not refer leads for any lines of insurance for which the Agent does not hold an active license if such license is required by the Agent's domicile state for referral activity. If the Agent's domicile state requires an active insurance producer bond, the Agent shall maintain such bond and provide a copy to IPA upon request.

2.2 Errors & Omissions Insurance

IPA does not require the Agent to maintain errors and omissions insurance for referral-only activity. However, if the Agent independently provides insurance advice or operates beyond simply referring clients to the MIA Platform, the Agent agrees to obtain E&O insurance with IPA listed as an additional insured and to provide IPA with a copy of the policy annually. The Agent agrees to indemnify IPA for any loss, damage, litigation costs, or attorneys' fees arising from claims related to the Agent providing advice without proper E&O coverage.

2.3 Expenses & Taxes

The Agent is responsible for all its own expenses, including but not limited to: office costs, advertising, lead generation, marketing, and all taxes including quarterly income taxes, state and federal taxes, FICA, self-employment taxes, and any applicable unemployment contributions.

2.4 Employees & Sub-Producers

The Agent is responsible for its own employees and any sub-producers it engages. IPA has no obligation to the Agent's employees, sub-producers, or other third parties acting on behalf of the Agent, either during or after the term of the Agreement.

2.5 Customer Service

IPA's carrier partners maintain licensed professionals who handle all quoting, policy issuance, renewals, cross-sells, and customer service. The Agent agrees to direct clients to IPA's carrier partners for all service matters.

3. SALE OR TRANSFER OF ACCOUNTS

3.1 Family & Employee Transfers

The Agent may sell or transfer accounts placed through the MIA Platform to licensed immediate family members or an employee who has worked in the Agent's agency for at least one year, with IPA's prior written consent (which shall not be unreasonably withheld). The acquiring party must enter into a MIA Program Participation Agreement with IPA on or before the date of transfer.

3.2 Third-Party Sales

The Agent may sell or transfer accounts to any qualified third party, subject to: (a) IPA's prior written consent (not unreasonably withheld), and (b) the acquiring party entering into a MIA Program Participation Agreement with IPA on or before the date of transfer.

3.3 Death or Disability

Upon the death or total disability of the Agent's principal(s), the Agent's heirs or authorized representative shall have 60 days to provide IPA with written notice of a sale or transfer in accordance with this section, or medical documentation of the nature and extent of the disability. If no successor is identified within 60 days, the Agreement terminates. Total disability means any permanent or long-term physical or mental condition that materially impairs the principal's ability to operate its business.

3.4 Corporate Structure Changes

The Agent shall provide IPA with 30 days' written notice prior to any changes to its corporate structure or any merger or consolidation of the Agent's business with another entity.

4. TERMINATION

4.1 Agent Terminates

The Agent may terminate the Agreement with 30 days' written notice (email is sufficient). The Agent may rewrite its accounts with carriers outside of the MIA Platform, subject to Section 5 of the Participation Agreement.

4.2 IPA Terminates Without Cause

If IPA terminates the Agreement without cause, IPA shall provide notice and continued commission payments according to the following schedule:

Agent's Premium Volume	Separation Notice	Monthly Commission Payments
Under \$100,000	90 Days	3 Months
\$100,000 – \$499,999	1 Year	12 Months
\$500,000 – \$999,999	2 Years	24 Months
\$1,000,000+	3 Years	36 Months

The Agent may rewrite its accounts during and after the separation period. IPA will continue to provide commission accounting and payment during the notice period.

4.3 Termination for Cause

IPA may immediately terminate the Agreement if the Agent: (a) abandons its business operations; (b) commits fraud, forgery, or misrepresentation on insurance applications; or (c) misappropriates insurance premiums.

4.4 Retirement

If the Agent has achieved \$1,000,000 or more in premium volume with the MIA Platform, the Agent may retire with 3 years of continued commission

payments by providing written notice to IPA.

4.5 Effect of Termination

Upon termination for any reason: (a) the Agent retains ownership of its prospect lists and lead records; (b) IPA shall not directly solicit the Agent's leads or prospects for 2 years following termination (this does not restrict IPA's carrier partners' independent marketing); (c) the Agent may rewrite policies with carriers outside of the MIA Platform, subject to Section 5 of the Participation Agreement.

5. LIABILITIES

5.1 Independent Contractor

The Agent is an independent contractor with exclusive control over its business. The Agent is not an employee of IPA and will not be treated as such for tax, unemployment, or any other purpose.

5.2 Prior Obligations

The Agent represents and warrants that participating in the MIA Program does not violate any contractual, legal, or other obligation with any third party. The Agent agrees to indemnify IPA from any claims arising from the Agent's breach of obligations to third parties.

5.3 Limited Authority

The Agent has no authority to contract, assign, or act in any way that would cause IPA to incur financial liability or legal obligation. Any liabilities incurred by the Agent are the Agent's sole responsibility.

5.4 Confidential Client Information

The Agent agrees to take all reasonable steps to protect confidential client information accessed through the MIA Platform and to indemnify IPA for any data breach caused by the Agent's negligence.

5.5 Carrier Access

The Agent shall not provide access to the MIA Platform or IPA's carrier partners to any third party without IPA's written consent.

5.6 Mutual Indemnification

Each party agrees to indemnify and hold the other harmless against losses, liabilities, and legal expenses arising from the indemnifying party's acts, omissions, or negligence.

6. TECHNOLOGY, AI & DATA USE

6.1 Platform Technology

IPA employs artificial intelligence, machine learning, and automated systems ("AI Tools") throughout the MIA Platform to enhance operational efficiency, including lead management, commission processing, compliance monitoring, marketing support, and communication automation. These AI Tools are proprietary to IPA and its technology partners.

6.2 Data Collection & Use

IPA collects and processes data related to the Agent's referral activity, including referral volumes, conversion rates, commission history, and platform usage. This data may be used to: (a) operate and improve the MIA Platform; (b) generate reports and analytics for the Agent and IPA; (c) train and improve AI models using anonymized and aggregated data; and (d) ensure compliance with program requirements.

6.3 Client Data Protection in AI Systems

IPA shall not use personally identifiable client information (including names, contact details, policy information, or financial data) for AI model training, third-party data sharing, or any purpose beyond direct platform operations without obtaining explicit additional consent from the applicable parties. All client data processed by AI Tools is subject to IPA's Privacy Policy and applicable data protection laws.

6.4 Automated Compliance Monitoring

IPA uses automated systems to monitor licensing status, commission eligibility, and program compliance. The Agent acknowledges that: (a) commission payments may be automatically held or suspended if the Agent's licensing, tax documentation, or agreement status falls out of compliance; (b) the Agent will be notified of any compliance issues through the Agent Portal; and (c) the Agent may request human review of any automated compliance determination within 30 days of notification.

6.5 AI-Generated Communications

Certain communications from IPA, including marketing suggestions, onboarding messages, and operational notifications, may be generated or assisted by AI. IPA maintains human oversight of all AI-generated communications and is responsible for the accuracy of information conveyed through such communications.

6.6 Agent's Use of AI

The Agent is permitted to use AI tools for marketing, lead generation, and referral activities related to the MIA Program, subject to the following conditions: (a) all AI-generated content must comply with IPA's brand guidelines; (b) AI-generated content must not make false, misleading, or unsubstantiated claims about insurance products, carriers, or coverage; (c) the Agent must comply with all applicable state insurance marketing regulations regarding AI-generated content; (d) the Agent must disclose AI-generated content where required by applicable law; and (e) the Agent remains solely responsible for all content they distribute, regardless of whether it was AI-generated.

6.7 Technology Indemnification

Each party agrees to indemnify the other against losses arising from the indemnifying party's misuse of AI tools or technology in connection with the MIA Program. IPA's liability for AI system errors is limited to the correction of errors and, where applicable, the adjustment of commission calculations affected by such errors.

6.8 Future Technology Updates

IPA reserves the right to modify, upgrade, or replace AI Tools and technology systems used in the MIA Platform, provided that such changes do not

materially diminish the Agent's rights under this Agreement. IPA will provide 30 days' notice of any material technology changes that affect the Agent's use of the platform.

7. RESTRICTIVE COVENANTS

7.1 No Broker/Agent of Record Changes

As stated in Section 4 of the Participation Agreement: the Agent shall not 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. The Agent may always rewrite individual client policies at renewal with any carrier, including carriers used by the MIA Platform, and may obtain direct carrier appointments at any time.

7.2 Non-Interference

During the term of this Agreement and for 1 year after termination, the Agent shall not solicit, encourage, or induce any other MIA agent to terminate their agreement with IPA.

7.3 Injunctive Relief

The Agent acknowledges that a violation of the restrictive covenants in this section would cause irreparable harm to IPA's business. IPA shall be entitled to seek immediate injunctive relief in addition to any other remedies available.

8. DISPUTE RESOLUTION

8.1 Binding Arbitration

All disputes arising from this Agreement shall be resolved through binding arbitration in Cook County, Illinois (except claims for injunctive relief). Before initiating arbitration, both parties agree to attempt good-faith resolution through a 15-day informal negotiation period, followed by optional third-party mediation.

8.2 Governing Law

This Agreement is governed by the laws of the State of Illinois without regard to conflict of laws principles.

8.3 Venue

Venue for any proceeding shall be Cook County, Illinois.

9. GENERAL PROVISIONS

9.1 Notices

All notices under this Agreement must be in writing and delivered by: (a) email, (b) certified or registered mail (return receipt requested), or (c) nationally recognized overnight courier. Notices to IPA shall be sent to: notices@insuranceproagencies.com or Insurance Pro Agencies, 1016 W Jackson Blvd #1022, Chicago, IL 60607.

9.2 Agreement Variations

The Agent acknowledges that IPA may operate under different versions of this Agreement with different agents, and the rights and obligations of other agents may differ.

9.3 Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control. IPA's obligation to pay commissions is contingent upon IPA's receipt of commissions from its carrier partners.

9.4 Modification

No modification of this Agreement is effective unless in writing and agreed to by both parties. IPA may update these Terms & Conditions with 30 days' written notice to the Agent. Continued participation after the notice period constitutes acceptance of the updated terms.

9.5 Severability

If any provision is found invalid or unenforceable, the remaining provisions continue in full force.

9.6 Entire Agreement

The Participation Agreement and these Terms & Conditions constitute the entire agreement between the parties and supersede all prior agreements.

© Insurance Pro Agencies, Inc. All Rights Reserved. Version 2.0.