Broker / Producer Agreement

Defines the appointment, scope of authority, compensation, and duties of a licensed retail broker producing business through Matterhorn Specialty Insurance.

PARTIES

MGA
Matterhorn Specialty Insurance, LLC (a California limited liability company)

Broker
[Brokerage legal name, DBA if any, principal address, NPN, resident state license #]

1. Appointment & Scope

MGA appoints Broker as a non-exclusive producer authorized to solicit and submit applications for the lines of coverage and territories listed on Schedule A. Broker has no authority to bind coverage, alter forms, settle claims, or make representations on behalf of any carrier except as expressly authorized in writing.

2. Licensing & Compliance

Broker represents and warrants that it (and each producing individual) holds, and will maintain, all licenses required to transact insurance in each jurisdiction in which it does business. Broker shall comply with all applicable state insurance laws, surplus lines requirements, anti-money-laundering rules, OFAC, and the privacy obligations of Gramm-Leach-Bliley and applicable state law.

3. Submissions & Quotes

Broker will submit complete and accurate applications via MGA's Broker Console or designated channels. MGA will issue indications and quotes subject to underwriting. Broker shall promptly forward all material information about the risk and shall not misrepresent or omit material facts.

4. Premiums & Commissions

Premiums collected by Broker are held in trust for the benefit of MGA and the issuing carrier. Broker shall remit gross premium less commission to MGA per the schedule on Schedule B. Commission rates are stated on Schedule B and may be amended by MGA upon thirty (30) days' written notice for new business written after the effective date of the change.

5. Books & Records · Audit

Broker shall maintain accurate books and records relating to business produced under this Agreement for not less than seven (7) years and shall make them available to MGA and to any carrier or regulator upon reasonable request.

6. Confidentiality · Non-Solicitation

Broker shall maintain the confidentiality of MGA's underwriting guidelines, rates, prospect lists, and other proprietary information. During the term and for one (1) year following termination, Broker shall not knowingly broker the renewal of any policy bound through MGA away from the issuing carrier through any other intermediary, except at the written direction of the insured.

Broker / Producer Agreement

7. Term & Termination

This Agreement begins on the Effective Date and continues until terminated by either party on thirty (30) days' written notice, or immediately for cause (including license suspension, insolvency, or material breach). Termination does not relieve either party of obligations accrued prior to termination, including remittance and confidentiality.

8. Errors & Omissions

Broker shall maintain Errors & Omissions insurance with limits of not less than $1,000,000 per claim / $1,000,000 aggregate and provide a Certificate of Insurance to MGA upon request.

9. Governing Law · Disputes

This Agreement is governed by the laws of the State of California. Any dispute arising hereunder shall first be the subject of good-faith mediation and, if unresolved, binding arbitration in Orange County, California under the Commercial Arbitration Rules of the American Arbitration Association.

SIGNATURES

Matterhorn Specialty Insurance, LLC

Authorized Signatory

Authorized signature

Printed name & title

Date

[Brokerage]

Authorized Signatory

Authorized signature

Printed name & title

Date