

USER AGREEMENT

This Agreement is between Halton Hall & Associates, Inc., et al.(we, us, our) and
_____ (you, your)

It is agreed that:

- 1)** All business you place with us will be covered by this Agreement.

- 2)** This Agreement will be in effect for one year from the date that it is signed by us, and after that will automatically renew for additional one year terms until terminated by either party on thirty days notice.

- 3)** This Agreement automatically terminates without notice if:
 - A.** You lose your license to engage in the business of insurance;
 - B.** You engage in fraudulent or otherwise illegal activities of any kind involving the business of insurance; or
 - C.** You fail to timely pay us any premium when due.

- 4)** We authorize you to submit applications for all the lines of property and casualty insurance posted on the web site at mengerus.com, on a non-exclusive basis. We may revise the insurance coverages offered on the web site from time to time. Unless we otherwise agree in writing, you have no authority to (i) bind coverage on behalf of us or any insurance company we represent; or (ii) make representations on our behalf. No applications submitted for our consideration will be effective until we accept them in writing. We will incur no liability for failure to accept any application.

- 5)** You agree to:
 - A.** Maintain appropriate books, records and papers for business written with us and permit us to inspect them at all reasonable times.
 - B.** Receive and hold all funds you collect for us in a fiduciary capacity and report and transmit funds to us as we require, but in no event later than 30 days from the date coverage is bound. You will pay all premiums and taxes due us on insurance coverage bound or written whether or not you collect it from the insured. Premiums are payable in Tarrant County, Texas. You will make no deductions from these funds, except for your commission and will not personally use these funds either to pay expenses of your office or otherwise. We will not be responsible for any expenses you incur. You will pay for any sub-user fees or commissions you incur for the placement of any insurance coverage. You will not be reimbursed for premiums advanced for policyholders. You may retain any interest earned on premiums collected, provided all premiums are paid to us as provided in this Agreement.
 - C.** Refund to us, as soon as practicable, commissions on policy cancellations and premium reductions on a pro rata basis for the canceled period, in each case at the same rate at which the commissions were originally paid. This obligation will continue

after the termination of this Agreement. No flat cancellations of policies or coverage bound or issued will be effective unless we have specifically authorized it in writing. In the event of cancellation of insurance written hereunder, you guarantee to pay us all earned premium on business we accepted for such time as coverage remains in force. No cancellations will be effective until sufficient time has elapsed for proper notice to mortgagees, loss payees, certificate holders, public utility regulatory bodies or similar entities in cases where notice is required.

D. Comply with all applicable laws, rules and regulations. You will provide us a copy of your license to transact the business of insurance in each state that you have submitted applications for insurance under this Agreement.

E. Assure that all policies of insurance are properly countersigned and pay any countersignature fees.

F. You will not issue any advertisement, logo, circular, letter, pamphlet, other publications or statement referring to us without our express written consent.

G. You will purchase and maintain in full force and effect at all times during the terms of this Agreement errors and omissions insurance coverage having minimum limits of liability in the amount of \$1,000,000. You will at our request, provide evidence of this coverage.

H. You may not assign this Agreement. Submission of applications solicited by your sub-user or agent will be considered an assignment of your interest in this Agreement and is prohibited. We may subcontract all or any part of this Agreement to any of our affiliates, without notice to you.

6) We will not knowingly take any action that could reasonably be construed as moving a policy from you to another user without direction from the policyholder, unless we are required to do so by state or federal law. However; if it becomes necessary for us to terminate this Agreement because you violated any of the provisions of this Agreement, the ownership and control of expirations will be vested in us, as necessary to satisfy our interest.

7) You will promptly defend, indemnify and hold us harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which we may incur as a result of any violation or alleged violation by you of any law, or any loss or expense to us caused by your misrepresentation, negligent act or omission, or any breach of any of your obligations under this Agreement.

8) We will promptly defend, indemnify and hold you harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which you may incur as a result of any violation or alleged violation by us of any law or any loss or expense to you caused by our misrepresentation, negligent act or omission, or any breach of any of our obligations under this Agreement.

9) Any custom or usage to the contrary notwithstanding, we will be under no obligation to give you notice of the expiration of any policies of insurance which you procure through our facilities.

10) You have no authority to handle, adjust or apportion losses or claims. However, you agree to immediately forward to us any information with respect to any accident, occurrence or loss, or similar event that might give rise to a claim, that you receive.

11) Notices under this Agreement will be issued when properly sent by electronic mail or facsimile to the electronic mail address or facsimile number provided by the party receiving notice.

12) It is our express intent that you are not our employee or agent for any purpose, but you are an independent contractor for all purposes and in all situations. You will not represent that you are our employee or agent, nor will you in any manner hold yourself out to be our employee or agent.