

**AMENDMENT
TO THE PRODUCER AGREEMENT**

This Amendment is made as of January 1, 2022 (the "Amendment Effective Date") by and between Breckenridge IS, Inc. ("Company") and _____ ("Producer"). The Amendment is subject to the terms and conditions of the Producer Agreement between Company and Producer dated _____ (the "Agreement"). Company and Producer may hereafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into the Agreement dated _____; and

WHEREAS, the Company has modified Producer insurance requirements at renewals beginning on or after January 1, 2022; and

WHEREAS, the Parties wish to amend the Agreement by adding and/or modifying the Agreement in accordance with the terms and conditions set forth herein;

WHEREAS, the Parties wish the remaining sections and terms of the Agreement remain the same.

Now, THEREFORE, for the mutual covenants and promises contained herein and in the Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

Section VII. Insurance is hereby deleted and replaced with the following:

Section VII. Insurance

Producer will, at Producer's own expense, procure and maintain in full force and effect policies of insurance of the types and in the minimum amounts as follows, with insurance carriers rated by AM Best B+:VI or better, covering the Producer's operations and obligations under this Agreement:

- ✓ Producers with annual revenue of less than \$1,000,000/Errors & Omissions: \$1,000,000 per occurrence/annual aggregate;
- ✓ Producers with annual revenue of \$1,000,000 to \$20,000,000/Errors & Omissions: \$3,000,000 per occurrence/annual aggregate;
- ✓ Producers with annual revenue exceeding \$20,000,000/Errors & Omissions: \$5,000,000 per occurrence/annual aggregate;
- ✓ Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate;
- ✓ Excess Liability/Umbrella: \$1,000,000 per occurrence/annual aggregate;
- ✓ Crime: \$100,000 per occurrence;
- ✓ Technology/Cyber Liability: \$1,000,000 per occurrence/annual aggregate.

The foregoing policies will not have a deductible or retention in excess of \$25,000 or 2% of the coverage limit; whichever is greater. Producer will cause the liability it assumed under this Agreement to be specifically insured under their liability insurance policies.

The liability policies will be primary without right of contribution from any insurance of the Company. Producer will provide the Company with certificates of insurance evidencing the above coverage, including all special requirements noted above, and will provide the Company with certificates of insurance evidencing renewal or substitution of such insurance prior to the effective date of such renewal or substitution.

- B. In addition to the above, Producer of Lender Placed Insurance will be required at Producer's own expense, to provide Technology/Cyber Liability insurance, with not less than a \$5,000,000 per occurrence/annual aggregate. The foregoing policy will not have a deductible or retention in excess of \$100,000.

Producer

Breckenridge IS, Inc. ("Company")

By: _____

By: _____

Name: _____

Name: Kirk Stephens, CRCM

Title: _____

Title: Chief Compliance Officer

Date: _____

Date: _____