

REFERRAL PARTNER TERMS & CONDITIONS

Insurance Pro Agencies, Inc.

Version 1.0 | Effective Date: July 1, 2026 | Chicago, Illinois

These Terms & Conditions ("Terms") govern your participation in the IPA Referral Partner Program and supplement your Partner Participation Agreement (Licensed or Unlicensed). By activating a partner account, you agree to these Terms.

1. PROGRAM ELIGIBILITY

1.1 General Eligibility

To participate in the IPA Referral Partner Program, you must be at least 18 years of age, a legal resident or authorized business entity in the United States, and not be prohibited by law from participating in insurance referral programs.

1.2 Licensed vs. Unlicensed Partners

The program has two participation tracks:

- **Unlicensed Partner:** For professionals without a P&C insurance license. Participation is limited to making warm introductions. No commission or referral fees are paid to unlicensed partners.
- **Licensed Partner:** For active P&C insurance producers in good standing. Licensed partners may earn commission income as described in the Licensed Partner Participation Agreement and Section 3 of these Terms.

1.3 State Restrictions

Referral activities must comply with the laws of the state(s) in which you operate. You are responsible for understanding and complying with your

state's laws. IPA makes no representation that the program is legally available or appropriate in all states.

2. ACCOUNT ACTIVATION AND USE

2.1 Accurate Information

You represent and warrant that all information provided during activation is true, accurate, and complete. Providing false information is grounds for immediate termination.

2.2 Account Security

You are responsible for maintaining the confidentiality of any login credentials, referral links, or access codes provided by IPA. Notify IPA immediately if you believe your credentials have been compromised.

2.3 Permitted Use

Your partner account and referral materials may be used solely for making introductions and referrals under your Partner Participation Agreement.

2.4 Account Inactivity

IPA reserves the right to deactivate accounts with no referral activity for 12 consecutive months, with 30 days' notice.

3. COMMISSION AND PAYMENT TERMS (LICENSED PARTNERS ONLY)

This section applies exclusively to Licensed Partners. Unlicensed partners are not eligible for any commission, fee, or compensation tied to insurance policy placement.

3.1 Commission Eligibility

Commissions are earned when: (a) a referred client is introduced to IPA by the Licensed Partner; (b) a policy is placed through IPA or its national carrier partners; and (c) IPA receives and reconciles commission from the applicable carrier. All three conditions must be met.

3.2 Commission Rate

Licensed Partners earn 50% of IPA's net commission share as detailed in the Licensed Partner Participation Agreement. Rates are subject to change with 30 days' notice.

3.3 Payment Timing

Commissions are processed after IPA receives and reconciles carrier payment. Typical payment cycle is within 30 days of IPA's receipt of carrier commission.

3.4 Payment Method

IPA will communicate available payment method(s) at partner setup. Options may include ACH bank transfer, check, or Stripe disbursement.

3.5 Tax Reporting

You are solely responsible for all applicable taxes. IPA will issue IRS Form 1099-NEC for annual payments of \$600 or more. You must provide accurate tax identification information (W-9) before commissions can be paid.

3.6 Disputed Commissions

Commission disputes must be submitted in writing within 60 days of the commission statement date.

4. CONDUCT REQUIREMENTS (ALL PARTNERS)

4.1 Prohibited Activities

The following are prohibited for all partners:

- Making false, misleading, or deceptive statements about IPA or insurance products
- Engaging in any form of insurance solicitation without a valid license
- Discussing, quoting, comparing, or recommending specific coverage, rates, or carriers
- Using IPA's name, logo, or materials without authorization
- Contacting IPA's carrier partners directly about appointments or programs
- Soliciting IPA's clients, agents, or partners for competing programs

- Making claims about income or earnings that are not pre-approved by IPA

4.2 Marketing and Advertising

Partners may not create marketing materials or paid advertisements claiming IPA affiliation without IPA's prior written approval.

5. PRIVACY AND DATA USE

5.1 Client Information

Any client information shared with IPA through the referral process is governed by IPA's Privacy Policy. Partners agree not to use referred client information for any purpose other than facilitating the referral introduction.

5.2 Partner Information

IPA collects partner information during activation and uses it to administer the program, process payments, and communicate program updates. IPA does not sell partner information to third parties.

5.3 Communications

By activating a partner account, you consent to receive program-related communications from IPA. You may opt out of non-essential communications at any time.

6. INTELLECTUAL PROPERTY

All IPA trademarks, logos, content, and proprietary program information remain the sole property of Insurance Pro Agencies, Inc. Partners receive a limited, non-exclusive, non-transferable license to use IPA-provided referral materials solely for the purposes of this program.

7. NO EXCLUSIVITY

This program is non-exclusive. There are no minimum production requirements or referral quotas.

8. PROGRAM CHANGES

IPA may modify the program, commission structure, or these Terms with 30 days' written notice to active partners. Continued participation constitutes acceptance of updated terms.

9. REPRESENTATIONS AND WARRANTIES

By activating a partner account, you represent and warrant that: you have full authority to enter into this Agreement; your participation does not violate any other agreement; all information provided is accurate; and you will comply with all applicable laws. Licensed Partners additionally warrant that their P&C license is valid and in good standing.

10. DISCLAIMER OF WARRANTIES

The IPA Referral Partner Program is provided "as is." IPA makes no warranty, express or implied. IPA does not guarantee any specific level of client placements, commission income, or program availability.

11. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of the State of Illinois. Disputes are subject to binding arbitration in Cook County, Illinois, as described in your Partner Participation Agreement.

12. CONTACT INFORMATION

Insurance Pro Agencies, Inc.
Chicago, Illinois
Email: partner@insuranceproagencies.com
Website: www.insuranceproagencies.com

ACKNOWLEDGMENT

By activating your IPA Referral Partner account, you acknowledge that you have read, understood, and agree to these Terms &

Conditions, together with your applicable Partner Participation Agreement.

Acceptance Date: Date of account activation submission

Terms Version: 1.0

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