

UNLICENSED PARTNER PARTICIPATION AGREEMENT

Insurance Pro Agencies, Inc.

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

Please read this agreement carefully. By submitting a Referral Partner Application and selecting "Unlicensed Partner" status, you agree to be bound by the terms below. This agreement governs your participation in the IPA Unlicensed Partner Program.

1. PARTIES

This Unlicensed Partner Participation Agreement ("Agreement") is entered into between **Insurance Pro Agencies, Inc.** ("IPA," "we," or "us") and the unlicensed professional submitting the Referral Partner Application ("Partner," "you," or "your").

2. PROGRAM OVERVIEW

The IPA Unlicensed Partner Program allows professionals who do not hold a P&C insurance license to make warm introductions of prospective clients to IPA's licensed insurance professionals and national partner network.

As an unlicensed partner, your role is **strictly limited to making introductions**. All licensed insurance activity — including quoting, recommending coverage, binding policies, discussing rates, and servicing accounts — is handled exclusively by IPA and its licensed national partners.

The value of this program is in strengthening your professional relationships and becoming the go-to resource for insurance in your network — not in earning insurance commissions, which are reserved for licensed partners.

3. PARTNER RESPONSIBILITIES

3.1 Introductions Only

Partner may only introduce prospective clients to IPA. Partner shall not discuss, quote, compare, recommend, or describe any insurance rates, coverage amounts, policy terms, or specific carriers with referred clients or anyone else.

3.2 No Insurance Activity

Partner acknowledges that they are **NOT authorized** to engage in any insurance solicitation, negotiation, or transaction of any kind in any state. Any such activity would constitute unlicensed insurance activity and is strictly prohibited. Partner assumes full responsibility for compliance with their state's laws governing referrals.

3.3 Accurate Representation

Partner shall not represent themselves as an insurance agent, broker, consultant, or licensed insurance professional in connection with this program or any IPA-related activities.

3.4 Professional Conduct

Partner shall conduct all activities under this Agreement in a professional, ethical manner consistent with their primary profession's standards and applicable laws.

3.5 Carrier Relationships

Partner shall not contact IPA's carrier partners directly regarding IPA's appointments, programs, or compensation arrangements.

3.6 Compliance

Partner shall comply with all applicable state and federal laws. Partner acknowledges that state laws governing unlicensed referral activity vary and agrees to operate within the laws of their state(s) of operation.

3.7 Disclosure

Partner agrees to disclose their referral relationship with IPA to referred clients upon request.

3.8 No Deceptive Practices

Partner shall not make any false, misleading, or deceptive representations about IPA, its programs, or insurance products available through IPA.

4. PARTNERSHIP VALUE AND COMPENSATION

As an unlicensed partner, your participation in this program strengthens your professional relationships by making you the trusted resource for insurance introductions in your network. This enhances your professional reputation and your clients' overall experience with your services.

IPA does not pay commissions, referral fees, or any form of compensation tied to insurance policy placement to unlicensed partners. Payments contingent on insurance policy placement may constitute unlicensed insurance activity or an unlawful referral fee arrangement under applicable state insurance law. The value of the Unlicensed Partner Program is professional, not financial.

5. PATHWAY TO LICENSED PARTNER STATUS

If you hold or obtain a valid P&C insurance producer license, you may upgrade to the IPA Licensed Partner Program at any time by: notifying IPA of your license status; providing a copy of your active state P&C license; and signing the IPA Licensed Partner Participation Agreement.

Important: Commissions under the Licensed Partner Agreement apply only to new business referrals submitted after the Licensed Partner Agreement's effective date. No retroactive commissions are paid for referrals made while operating as an Unlicensed Partner.

6. TECHNOLOGY AND AI TOOLS

IPA may provide Partner with access to technology tools or digital referral platforms. Partner agrees to: use IPA-provided tools only for making introductions; not use any IPA tool to discuss, quote, or represent coverage to prospective clients; and maintain the confidentiality of any login credentials provided.

7. TERM AND TERMINATION

7.1 Term

This Agreement begins on the date Partner submits a completed Unlicensed Partner Application and continues until terminated.

7.2 Termination by Either Party

Either party may terminate this Agreement with 30 days' written notice.

7.3 Immediate Termination for Cause

IPA may terminate immediately, without notice, for: any breach of Section 3 restrictions; any engagement in unauthorized insurance activity; fraudulent, deceptive, or unethical conduct; or violation of any applicable law.

7.4 Effect of Termination

Upon termination, Partner shall immediately cease all referral activities on behalf of IPA and return or destroy all IPA-provided materials.

8. CONFIDENTIALITY

Partner agrees to maintain the confidentiality of any non-public IPA information, including program structures, carrier relationships, and client information. This obligation survives termination.

9. INDEPENDENT CONTRACTOR

Partner is an independent contractor, not an employee, agent, or legal representative of IPA. Partner has no authority to bind IPA to any contract or obligation.

10. LIMITATION OF LIABILITY

IPA's liability to Partner under this Agreement is limited to the maximum extent permitted by applicable law. IPA makes no representations regarding the professional or financial benefits Partner may derive from program participation.

11. INDEMNIFICATION

Partner agrees to indemnify, defend, and hold harmless IPA from any claims, damages, losses, or expenses (including attorneys' fees) arising from: Partner's breach of this Agreement; Partner's engagement in unlicensed insurance activity; Partner's negligent or wrongful acts; or any misrepresentation made by Partner to a referred client.

12. DISPUTE RESOLUTION

Governing Law: State of Illinois, without regard to conflict of law principles.

Binding Arbitration: Disputes shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Arbitration shall take place in Cook County, Illinois.

13. ENTIRE AGREEMENT

This Agreement, together with the IPA Referral Partner Terms & Conditions, constitutes the entire agreement between the parties for the Unlicensed Partner Program. IPA may update this Agreement with 30 days' written notice. Continued participation constitutes acceptance of updated terms.

ELECTRONIC SIGNATURE

By clicking "I have read and agree to the Unlicensed Partner Participation Agreement" on the activation form, Partner acknowledges having read, understood, and agreed to all terms. Partner acknowledges this electronic acceptance constitutes a legally binding signature under applicable electronic signature laws (E-SIGN Act, UETA).

Signature Date: Date of account activation submission

Agreement Version: 1.0

