

THIS REFERRAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2018 (“Effective Date”) by and between Secured Planning Partners, Inc. (“SPP”), with its principal place of business in Miami, Florida, and the undersigned insurance agency, agent, or broker (the “Agency”), having an office located at _____.

WHEREAS, SPP has expertise in the sale and servicing the following insurance products: _____, and

WHEREAS, the Agency has developed certain contacts which may be interested in the products offered by **SPP** and **the Agency** wishes to refer to **SPP** such contacts as may be applicable for the products facilitated by **SPP** (collectively, the “Products”); and

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Agency hereby agrees to refer clients to SPP for the exclusive Products detailed above. Such referral will result in a commission share at a rate of ____% to the Agency if the client(s) purchases a product from SPP. Existing Agent clients would not be considered a referral from the Agency, and as such, would not entitle the Agency to a referral fee.
2. SPP agrees to pay the Agency a referral fee based upon the following:
 - a. the Agency has an active Life and Health Producer’s License in the state where the business is being written.
 - b. The Agency must be appointed by insuring carrier to sell the Products detailed above.

- c. The referral fee/commission shall be paid directly to the Agency by the insuring carrier and/or company.
 - d. SPP will include the Agency as one of the producers on all applications submitted to the insuring carrier for the Products that have been referred by the Agency.
- 3. In the event that the Agency shall desire to refer any one or more Referred Customers to SPP for the purpose of purchasing the Products, the Agency shall do so in writing. The use of E-mail and Text Messaging is considered to be in writing. Said writing shall identify the Referred Customer, including name, address, telephone number and such other pertinent information as may be useful to SPP in the sales process.
- 4. Upon receipt of such referral, SPP and the Agency Shall cooperate with each other in planning an effective approach to such Referred Customer, which SPP shall carry out alone or with a representative of the Agency, as the Agency may desire. Thereafter, the Agency shall have no further obligation to participate in the potential sale of the Products, and SPP agrees to use its best efforts to effect the sale of the Products to such Referred Customer.
- 5. IN NO EVENT WILL PAYMENT BE DISTRIBUTED TO THE AGENCY IN THE FORM OF A REFERRAL FEE UNLESS AND UNTIL SUCH TIME AS PAYMENT IS RECEIVED BY SPP FROM THE CARRIER FOR THE PRODUCT SELECTED BY THE CLIENT.
- 6. SPP shall be responsible for the servicing of all the Products detailed above that it may sell to any Referred Customer, which it shall do in a professional and

competent manner, and acknowledges that the Agency shall have no obligation or responsibility to provide any servicing of such insurance.

7. SPP does hereby covenant and agree that, except for its rights with respect to policies of the Products sold to Referred Customers as set forth herein, it shall not solicit, sell or otherwise transact or service insurance business of any nature for or on behalf of all Referred Customers other than the Products detailed above. In the event a Referred Customer shall contact SPP relative to any insurance other than the Products detailed above, SPP shall refer such a contact back to the Agency.
8. The Term of this Agreement shall be as of the Effective Date and can be terminated at any time by either party.
9. The relationship contemplated herein is non-exclusive and no employer /employee relationship shall exist between the parties.
10. Consistent with the understanding of the parties to this Agreement, the Agency is an independent contractor and not an employee, partner, franchisee or joint venture of SPP. The Agency declares and covenants that the Agency is engaged in an independent business, and has complied and will comply with all federal, state and local laws relating to business licenses of any kind that may be required to carry out the business and tasks to be performed by the Agency under this Agreement.
11. It is understood that SPP and the Agency may receive proprietary, private and sensitive information from the Insuring Carrier and Referred Customer in conjunction with providing the services hereunder. The Agency and SPP agree

that neither the Agency nor SPP will divulge such information except as may be necessary in the course of business.

12. This Agreement is governed by the laws of the State of Florida.

SPP

Signature: ____

By: _____

Title: _____

Date: _____

AGENCY

Signature: ____

[Full legal name of the Agency]

By: _____

Title: _____

Date: _____

ADDENDUM TO
BUSINESS REFERRAL AGREEMENT

1. Full legal name of Agency: _____

2. Contact Person: _____

3. Agency Address: _____

4. Agency's Fed ID # or Social Security Number (for sole proprietors): _____

5. Telephone Number: _____

6. Fax Number: _____

7. E-Mail Address: _____

8. Agency's Insurance License Number: _____

Please submit a copy of your Insurance License(s) and with this agreement.