

THIS AGREEMENT is made as of the	day of	, 20,
between SolePro, Inc. ("Company"), and		("Producer").
In signing this Agreement, "Producer" acknown Guide, which is part of this Agreement, unders kept a copy of this agreement. Producer a Company's officers, directors, shareholders, subsidiaries, successors and assigns from a liabilities, costs and expenses, including reason directly or indirectly, to any breach of any was Producer in this agreement. This section shall	stands it, will abide by a agrees to indemnify a employees, accounta and against any and onable legal fees and e arranty, representation,	all rules and requirements and has not hold harmless Company and ants, attorneys, agents, affiliates, all third party claims, damages, expenses, arising out of or related, covenant or agreement made by
"Producer" also understands that at any time "Company" has the right to terminate this agreement in its sole discretion, and that "Producer" may be responsible for any fines and penalties assessed for knowingly violating any of the rules and requirements of this program.		
If Company incurs any legal fees associated whereunder, Company shall be entitled to reconstitled, its reasonable attorney's fees and relationships to the company shall be entitled to reconstitled.	ver, in addition to all o	other damages to which it may be
Accepted:		
Signature of Producer	Date	
Email	NPN	
Please list state(s) to be appointed in:		
You will be required to upload copies of your state license(s)	to the dashboard once approve	·d
The "Company" approves this Agreement as "Producer", subject to all the provisions of this Agency E&O annually along with any required us.	Agreement. "Producer"	'agrees to forward a copy of their
SolePro	Date	

Solo X is an "Owner Excluded" Workers' Compensation Policy with an "Owner Only" Individual Accident Policy.

Solo I is an "Owner Included" Workers' Compensation Policy with an Optional Accident Policy. The optional Accident Policy can include dependents.

The Solo products are designed to provide a niche product for a specific subset of business owners. It is your responsibility to make sure that your insureds understand what "excluded" or "included" means and also knows that they are not eligible if they have employees, use subcontractors, 1099's, day labor, family members or cash labor. If at any time during the policy period they hire employees, subcontractors or day laborers they are required to immediately notify you as their agent and SolePro in writing. That notification needs to be sent to hello@solepro.com.

<u>Plus</u> is a Workers' Compensation Policy with an optional Accident Policy. The optional Accident Policy can include dependents. Plus policies will include coverage and payroll for employees. Subcontractors, 1099's, day laborers and cash labor are still ineligible.

The following is a guide to help you, as the producer, to find the best product that suits your clients, should they meet SolePro's requirements. It is your responsibility to properly advise your clients about the rules and requirements for each product and the limitations that are inherent with any Workers' Compensation Policy that excludes coverage for the owner.

Product Highlights

- 1. The insured must have an active email address. We use the email address to obtain an electronic signature as a legal binding signature and must verify that the insured is signing and will be the person confirming compliance throughout the policyperiod.
 - a. The following are acceptable email addresses:
 - i. Personal email
 - ii. Spouse email
 - iii. Household shared email
 - b. The following are not acceptable email addresses:
 - iv. Agent email
 - v. Friend email
 - vi. Coworker email
 - vii. Employer email
 - viii. Family other than spouse email
- 2. Issue age between 18-70 for Solo X due to the age limit for the required Accident Policy.
- 3. All electronic process, which includes all required documents
- 4. No mid-term audits. Annual electronic audit is part of the online renewal
- 5. Workers' Compensation Policy
 - a. Solo X: Owner Excluded
 - i. No employees, subcontractors, 1099's, day labor, family members or cash labor
 - b. Solo I: Owner Included
 - i. No employees, subcontractors, 1099's, day labor, family members or cash labor
 - c. Plus: Owner Included or Excluded
 - i. No subcontractors, 1099's, day labor, family members or cash labor

d. Available liability limits:(each accident/disease policy limit/disease each employee)

- i. \$100K/\$500/\$100K
- ii. \$500K/\$500K/\$500K
- iii. \$1M/\$1M/\$1M (where permitted)
- e. Most class codes
- f. Waiver of Subrogation available by endorsement for an additional charge
- g. Accident Policy
 - i. Owner only for Solo X
 - ii. Optional owner + dependent coverage available for Solo I and Plus
 - iii. Insured must have a valid Social Security Number No tax ID numbers allowed
 - iv. 24-hour coverage
 - v. Guaranteed issue, non-cancellable and guaranteed renewable for life

Eliaible Business Entities

The following business entities are eligible for consideration by SolePro. Some states and carriers restrict certain entities from participating. The following entities are eligible but do vary by state and by product:

- 1. Sole Proprietors
- 2. LLC's
- 3. S-Corporations (excluding contractor classes for Solo X and Solo I)
- 4. Partnerships

Sole Proprietor

A sole proprietor is a person who is the exclusive owner of a business. The Workers' Compensation Policy will be written using the owner's name, a Doing Business As (DBA), or a Trading As (TA) name. If the sole proprietor uses a Federal Employer Identification Number (FEIN), that will be used for the Workers' Compensation Policy. If not, the Social Security Number (SSN) will be used. The Accident Policy is always written in the individual owner's name and uses the Social Security Number (SSN).

LLC's

Multi-member LLC's are allowed. The Workers' Compensation Policy will be written using the name of the LLC and the Federal Employer Identification Number (FEIN). The Accident Policy is always written in the individuals names and uses their Social Security Number (SSN).

S-Corporation

We will not write any S-Corporations that have a contractor class code in Solo X or Solo I. Plus does allow contractor class codes. The Workers' Compensation Policy will be written using the name of the S-Corp and the Federal Employer Identification Number (FEIN). The Accident Policy is always written in the individuals name and uses the Social Security Number (SSN).

<u>Partnerships</u>

Partnerships with a FEIN are eligible for all SolePro products. The Accident Policy is written in each individual partner name and uses their Social Security Number (SSN).

Employees, Subcontractors, 1099's, Day Labor, Cash Labor and Family

Both Solo X and Solo I are not designed for insureds with employees, subcontractors, 1099's, day labor or cash labor. Plus is not designed to cover subcontractors, 1099's, day labor or cash labor. At the time of application and at each renewal the insured will sign a Program Agreement that states the specific program rules that they cannot use subcontractors, 1099's, day labor or cash labor and if they are in Solo X and Solo I that they also do not have any employees. It is the agent's responsibility to make sure that the insured(s) fully understands these requirements.

There can be NO family members working (paid or voluntary), NO cash labor and NO 1099's. If there is any doubt, DO NOT write a SolePro policy.

Application Process: Solo X

The application process for new and renewal applications uses an online electronic process. For new applications, the agent enters insured information on the SolePro platform, which will produce the required documents for signature. For the renewal, the application information is prepopulated and the agent will verify, change if necessary, and confirm. With both processes the following documents will be sent to the insured's email for their electronic signature:

- 1. Acord 130
- 2. Program Agreement
- 3. Accident Application (New applications)
- 4. Workers' Compensation Audit Report and Accident Policy Renewal Authorization (Renewal application)
- 5. Officers Exclusion (as required by state)

After the insured has signed all required documents, the following documents will be sent for a countersigning.

- 1. Acord 130 (Producer)
- 2. Program Agreement (Producer and SolePro)
- 3. Accident Application (SolePro)

Application Process: Solo I and Plus

The application process for new and renewal applications uses an online electronic process. For new applications, the agent enters insured information on the SolePro platform, which will generate an Acord that SolePro will then use to request quotes. Once the quotes are loaded on the platform the agent will receive an email to either accept or reject the quote. Acceptance of a quote will authorize SolePro to generate the email link for the insured's required electronic signature. Renewal offers will be loaded in the same way as the initial quotes and the agent will accept or decline. The SolePro platform will generate all necessary documents for signature.

Solo I

Once all of the signatures are completed, you will receive an invoice emailed to you to make payment on behalf of the insured. Use of outside financing is accepted. A copy of the contract must be provided to SolePro.

Plus

Payment is direct bill with the carriers. Please do not instruct the insured to contact SolePro to make their payment.

Application Time Limits

The process for binding coverage has time limitations that the carriers and reinsurance companies strictly enforce. The following are the time limits:

- New applications will have five calendar days after the effective date to finish all signatures and process payment. If the process is not completed within five calendar days, the application will have to be "reset", creating new documents with a current effective date to be generated and new signatures will be required.
- 2. Renewal applications will be emailed to the insured 90 days prior to the renewal date. All documents must be signed and payment must be submitted using the SolePro payment process prior to the renewal effective date. If the insured does not wish to renew, an LPR is required stating that the renewal is not being taken. Failure to complete the renewal process, or to submit the LPR, will result in "non-pay" cancellation and the insured will be billed for all earned premium incurred prior to any consideration to rewrite.

Premium and Payment

The premium is a combination of the annual Workers' Compensation premium and annual Accident Policy premium. The Solo X premium is an annual premium and is fully earned. If the Workers' Compensation Policy is cancelled for any reason, the premium is non-refundable. The Accident Policy is non-cancellable during the policy period – even if the Workers' Compensation Policy is cancelled. Financing is not permitted for Solo X.

The premium for Solo I is annual pay and will be billed by SolePro via an Xpress-Pay invoice. Premium financing is accepted. Plus is direct billed and payment options are available. Premium financing is allowed. The payment is processed through the SolePro platform and the payment option is only available after all documents are signed and approved by SolePro. There are two payment options: insured credit card or agency e-check. We do not accept e-checks from the insured.

There are site fees charged by the payment processor that are as follows:

- 1. Credit Card 2.85% of the total premium plus \$.40
- 2. Agency e-check \$2.95

We do not accept insured e-checks. Agents who use the insured's checking account will have their appointment cancelled.

Workers' Compensation Policy: (each accident/disease policy limit/disease each employee)

There are three Limits of Liability available:

- 1. \$100,000 / \$500,000 / \$100,000
- 2. \$500,000 / \$500,000 / \$500,000 (Premium increased)
- 3. \$1,000,000 / \$1,000,000 / \$1,000,000 (Premium increased)

Waiver of Subrogation

Waiver of Subrogation's are available by endorsement for an additional charge. SolePro must be provided the full name and address of the WOS party.

Accident Policy

The Accident Policy is a direct written product and is a personal policy owned by the insured. It is a requirement for Solo X. The Accident Policy is optional for Solo I and Plus, and is available for the insured and dependents. The insured will have the option to continue the Accident Policy should they no longer have a Workers' Compensation Policy with SolePro. If the Workers' Compensation Policy is cancelled midpolicy, the insured will still have the Accident Policy through the end of the policy period and will be given the option to continue the Accident Policy through a self-pay option. SolePro is the listed agent and all member service issues need to be directed to SolePro.

Renewal and Audit

Renewal forms are emailed to the insured to sign electronically. An audit form is included where the insured will advise if they have hired any employees, subcontractors or day laborers. An audit may also be processed with the carrier direct to the insured. The insured must comply with any audit request received. If employees, subcontractors or day labor were hired, they will be charged accordingly at audit. If employees were added or removed, the insured may be assigned to one of the other products if deemed necessary.

Class Codes

SolePro's goal is to write as many class codes as possible, however, there are some class codes that Workers' Compensation Carriers or Reinsurance Providers will not allow. Our platform is designed to only present eligible class codes on the class code drop down list when completing a new application on the SolePro platform. The following is a list of professions that are not acceptable risks:

- 1. All contracting class codes when business entity is an S-Corporation for Solo X and Solo I
- 2. Carpentry and Interior Trim
- 3. Door and Window Installation
- 4. Roofing
- 5. Tree Pruning
- 6. Logging
- 7. Coal Mining
- 8. Oil Drilling
- 9. All Equestrian
- 10. Coaches and Athletic Trainers
- 11. Fire Extinguisher Services
- 12. Handyman Operations
- Siding and Framing Operations
- 14. All other reinsurance restricted classes

Agent Commission

Agent commissions are paid after the policy is bound and commission is received from the Workers' Compensation carrier. SolePro pays an annual commission of the Workers' Compensation premium. The Accident Policies are a direct written product and are not eligible for producer commission.

Certificates of Insurance

The agent is responsible for issuing all Certificates of Insurance.

Contact with Carriers

Agents are not permitted to contact the carriers directly to request changes or ask questions regarding policies. All correspondence must be through SolePro.

Contact with Insureds

SolePro will send monthly emails to insureds regarding Workers' Compensation requirements. These are a simple reminder as to what they agreed upon when choosing a SolePro product.

Audit

SolePro audits all claims. If it has been proven that an agent signed up an insured for Solo X or Solo I knowing they have (or plan to use) **employees**, **subcontractors** (1099's), day labor, family members or cash labor, it is SolePro's right to terminate the agent's ability to use the SolePro platform. In the event of a claim, SolePro will hold the agent responsible.

By signing I confirm that I have read the Producer Underwriting Guide and understand the requirments and restrictions.

Producers Name:	
Producer Signature:	
Date:	