



PRODUCER AGREEMENT

Producer Code Number: _____
(CIWS Use only) Effective Date _____

CORONADO INSURANCE SERVICES, INC. (hereinafter called **CIWS**) agrees with:

Producer's Name: _____
Address: _____
City, State and Zip: _____
Telephone/Fax: _____

(hereinafter called the **PRODUCER**), as follows:

Whereas **CIWS** is organized for the purpose of servicing and brokering risks of insurance on behalf of various insurance companies (hereinafter "CIWS' Companies"); and

Whereas the **PRODUCER** is a licensed insurance agent/broker or surplus line broker in one or more states (subject to restrictions imposed by law upon the **PRODUCER** in such state or states), and said **PRODUCER** is desirous of placing contracts of insurance from such states for insureds or principals named in such contracts of insurance, and is desirous of utilizing generally the servicing and brokering facilities, knowledge and services of **CIWS**.

Now, therefore, in consideration of the mutual covenants and agreements herein expressed, the parties hereto agree as follows:

I. STATUS AND AUTHORITY OF PRODUCER

- A. **CIWS** and **PRODUCER** mutually agree that the interests of the parties are best served when the **PRODUCER** is an independent contractor for all purposes. Nothing in the agreement shall be construed to create the relation of employer and employee or principal and agent between **CIWS** and **PRODUCER**.
- B. **PRODUCER** agrees that without prior written consent of **CIWS**, **PRODUCER** has no authority:
- i) to bind or to cause to have bound any coverage on any risk or insured on behalf of **CIWS** or **CIWS'** Companies or to issue or cause to be issued any binder, policy, endorsement, certificate or other evidence of coverage on behalf of **CIWS** or **CIWS'** Companies; or
 - ii) to waive or extend any conditions of a policy or application or to make, vary or discharge any policy or contract; or
 - iii) to make representations on behalf of **CIWS** or **CIWS'** Companies, including, but not limited to, representations regarding the application of coverage to specific situations; or
 - iv) to extend the time for payment of premium; or
 - v) to incur any liability on behalf of **CIWS** or **CIWS'** Companies; or
 - vi) to act in any way as an agent of **CIWS** or **CIWS'** Companies.
- C. All supplies and advertising materials furnished by **CIWS** shall remain the property of **CIWS** and shall be returned upon demand.
- D. **PRODUCER** and **CIWS** agree that all quote and binding authority remains with **CIWS** or **CIWS'** Companies, as the case may be. **PRODUCER**, subject to written authorization from **CIWS**, may quote accounts, provided always that they conform to the terms of the written quote from the **CIWS**, this Agreement, and **CIWS'** underwriting guidelines, rules, restrictions, and rates that may from time to time be specified. To bind an account, **PRODUCER** must first request in writing from **CIWS** authority to proceed



with such binding. **PRODUCER** can then only proceed with binding the subject account upon receipt from **CIWS** of written confirmation/authorization that **CIWS** is willing to bind the subject risk. **PRODUCER** further agrees that all such bindings by **PRODUCER** shall conform to the terms of the written confirmation/authorization from **CIWS**, this Agreement and **CIWS**' underwriting guidelines, rules, restrictions, and rates that may from time to time be specified. For purposes of this Agreement, a fax shall be considered as "*written*" or "*in writing*." Completed applications and rating worksheets on all accounts subject to this Agreement must be in **CIWS**' possession within thirty (30) days of binding. Any binders, certificates or other evidence of coverage, including policy forms, shall be in a form designated by **CIWS** or **CIWS**' Companies. **CIWS**' Companies reserve the right to amend or change such forms at any time.

- E. This Agreement does not constitute the **PRODUCER** as the agent or the legal representative of **CIWS** or **CIWS**' Companies, or **CIWS** or **CIWS**' Companies as the agent or legal representative of the **PRODUCER** for any purpose whatsoever. Neither party is granted any express or implied right or authority by the other party to assume or to create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever, other than as specifically stated in this Agreement.

II. MAINTENANCE AND INSPECTION OF RECORDS

CIWS expressly recognizes that the **PRODUCER** is the owner of the records and expirations of the insurance business transacted under this Agreement. The **PRODUCER** agrees to keep complete records and accounts of all such transactions. At the request of and upon reasonable notice by **CIWS**, the **PRODUCER** will permit **CIWS** to inspect or audit all such records and accounts wherever they may be located.

If this Agreement is terminated, and the **PRODUCER** has not properly accounted for and paid all premiums owed to **CIWS**, the ownership of the records and expirations will vest in **CIWS** which will have the sole right to use and control them to the extent of the **PRODUCER**'S obligations to **CIWS**, unless the **PRODUCER** provides other security acceptable to **CIWS**.

III. COMMISSIONS

CIWS shall pay the **PRODUCER**, as commission, a percentage rate of the premium on each policy written and paid for under this Agreement at the rate stipulated by **CIWS**. The **PRODUCER** shall pay **CIWS** a return commission at the same rate on any return premiums, including return premiums on cancellations ordered or made by **CIWS**, whether or not the **PRODUCER** shall have collected the premium from the insured. **PRODUCER** assumes full responsibility and agrees to repay to policyholder or policyholder's authorized agent that portion of return premiums representing commissions resulting from cancellation of policies either by the policyholder, policyholder's authorized agent or **CIWS**, or resulting from premium adjustments, whether by audit or otherwise directed by **CIWS** or **CIWS**' Companies. The amount of return commission from the **PRODUCER** shall be measured by multiplying the total legal return of premium by the **PRODUCER**'S commission percentage originally paid or payable to **PRODUCER** with respect to the particular policy. Upon the failure of the **PRODUCER** to make any such repayment upon request of **CIWS**, **PRODUCER** authorizes **CIWS** to make the repayment and retain any such payment or payments from any other funds owed by **CIWS** to **PRODUCER**. In the event of a deficiency in such payments, **PRODUCER** shall be liable to **CIWS** for the full amount of said deficiency.

PRODUCER agrees to properly require all subproducers binding insurance through **PRODUCER** with **CIWS** under this Agreement to be responsible for and to process all of their portion of return premiums and return commissions in accordance with the responsibility provisions of the foregoing paragraph and all applicable state statutes and regulations.

IV. CANCELLATION OF INSURANCE

Nothing in this Agreement shall be construed as limiting or restricting the right of **CIWS** or **CIWS**' Companies to cancel any binder, policy or contract of insurance issued or bound under this Agreement in accordance with the cancellation provisions of such binder, policy or contract. There shall be no flat cancellations of any kind without prior written approval of **CIWS**. The **PRODUCER** shall not be entitled to any credit for flat cancellation unless agreed in writing by **CIWS**.



V. PREMIUMS AND ACCOUNTS

Full payment of the premium due on insurance bound or written hereunder, net of the **PRODUCER'S** commission (net premium), shall be made by the **PRODUCER** to **CIWS** not more than fifteen (15) days following the invoice date of the subject policy premium, regardless of whether or not the policy has been issued. Full payment of the premium due on any and all policy endorsements bound or written hereunder (including audit endorsements), net of the **PRODUCER'S** commission (net endorsement premium), shall be made by the **PRODUCER** to **CIWS** not more than thirty (30) days following the invoice date of the subject endorsement premium, regardless of whether or not the endorsement has been issued.

Full payment of the premium due as additional premium resulting from an audit (audit premium) on insurance bound or written hereunder, net of the **PRODUCER'S** additional commission (net audit premium), shall be made by the **PRODUCER** to **CIWS** not more than thirty (30) days following the invoice date of the subject audit premium.

PRODUCER agrees to collect premiums on all policies, endorsements and audits written by or for **PRODUCER** and all monies received by **PRODUCER** in payment of such items shall be segregated by **PRODUCER** and shall be held by **PRODUCER** in a fiduciary capacity pursuant to applicable state laws and regulations, and **PRODUCER** shall in no case use such monies for any purpose other than the payment of the premiums due to **PRODUCER** and the withdrawal from such account of commission due **PRODUCER**. The **PRODUCER** shall be liable for all earned premium (whether from minimum, deposit, annual, minimum earned, endorsement, or audit premiums) on any business administered by **CIWS** under this Agreement whether such premium is collected from the insured or not (including the insured's authorized agents).

CIWS hereby expressly authorizes **PRODUCER** to deposit in banks insured by the F.D.I.C. and in savings and loan associations insured by the F.S. & L.I.C., under certificates of deposit or savings accounts, any and all premium funds or other monies collected by **PRODUCER** for and on behalf of **CIWS** or **CIWS'** Companies. The interest, if any, which accrues on said funds shall be the property of **PRODUCER**.

Failure by the **PRODUCER** to remit such premiums as specified in this Agreement shall be cause for **CIWS** to immediately initiate cancellation proceedings on behalf of the **CIWS'** Companies, subject to applicable state laws and regulations. Reinstatement upon subsequent payment by the **PRODUCER** of the premiums due shall be at **CIWS'** sole discretion. **PRODUCER** shall forfeit all rights, whether in law or equity, to any and all commissions if **CIWS** is required to or makes direct collection thereof from **PRODUCER'S** producer(s) and/or the insured; provided, however, that such forfeiture shall not relieve **PRODUCER** of any duties, obligations or liabilities under law or this Agreement.

VI. CLAIMS

The **PRODUCER** agrees to do everything reasonably possible to safeguard the interests of **CIWS** and **CIWS'** Companies, and shall immediately report to **CIWS**, with full details, any fact, occurrence or incident that may result in a claim, loss, coverage dispute, or increased risk of loss to **CIWS** or **CIWS'** Companies. The **PRODUCER** shall forward all claims, suits and notices of loss in a written notice to **CIWS**, and cooperate fully with **CIWS's** Companies and their authorized agents to facilitate the investigation, adjustment, settlement and payment of any claim when and as requested. The **PRODUCER** will assist **CIWS'** Companies in the collection of any deductible due from the insured.

VII. ADVERTISING

The **PRODUCER** shall not insert any advertisement referring to **CIWS** or to the **CIWS's** Companies or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement referring to **CIWS** or to any of **CIWS'** Companies without the express written consent of **CIWS** or the **CIWS'** Companies. Any such approved advertising shall also be subject to all applicable state laws and regulations which shall be the responsibility of **PRODUCER** notwithstanding such approval of **CIWS** or the **CIWS'** Companies. In the event **CIWS** or **CIWS'** Companies shall be subjected to loss or expense arising out of any unauthorized advertisement, publication or statement of the **PRODUCER**, the **PRODUCER** shall be liable for all resulting damages and costs, including attorneys' fees and costs.



VIII. PRIOR AGREEMENTS

This Agreement supersedes all agreements existing between **CIWS** (or any affiliate of **CIWS**) and **PRODUCER** and shall be applicable to all business placed by **PRODUCER** with **CIWS**, any affiliate of **CIWS** or **CIWS**' Companies.

IX. FINANCIAL INFORMATION

The **PRODUCER** agrees to forward to **CIWS** full and complete annual financial statements of **PRODUCER** within one hundred five (105) days following the end of each fiscal year of **PRODUCER** while this Agreement is in effect between the parties. **PRODUCER** further agrees to furnish to **CIWS** its prior year's annual and most recent quarterly financial statements upon inception of this Agreement. **CIWS** agrees to maintain **PRODUCER'S** financial information in a confidential manner.

X. INDEMNIFICATION

- A. Each party ("1st Party") hereby agrees to indemnify and hold harmless the other party ("2nd Party"), its officers, directors, employees, and principals, from and against any and all liabilities, losses, damages, claims, and expenses (including attorneys' fees and costs) sustained or incurred by or imposed upon the 2nd Party in any manner resulting from or arising out of any obligations, willful or negligent acts or omissions, or transactions on the part of, created or done by, the 1st Party or any employee or agent of the 1st Party or any other person for whom the 1st Party may be responsible. Such indemnification and hold harmless shall include all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses (including attorneys' fees and costs) incident to the foregoing.
- B. If the **PRODUCER** fails to perform the duties required of the **PRODUCER** under this Agreement (including, but not limited to, the **PRODUCER'S** duty to collect and remit all forms of premiums), and **CIWS** finds it necessary to perform such duties, the **PRODUCER** shall indemnify **CIWS** for all costs and expenses (including reasonable attorneys' fees) incurred by **CIWS** as a result.
- C. **PRODUCER** agrees that it will maintain and carry professional errors and omissions insurance in an amount and with a company acceptable to **CIWS** while this Agreement is in effect. **PRODUCER** will provide to **CIWS** copies of any such policies, or if agreed by **CIWS**, certificates of insurance evidencing such coverage. **PRODUCER** agrees to give thirty (30) days' written notice to **CIWS** in the event of cancellation or non-renewal of such professional errors and omissions insurance.
- D. **PRODUCER** shall make no claim or bring any action against any of **CIWS**' Companies except for claims or actions arising out of the reckless conduct or willful misconduct of **CIWS**' Companies.

XI. PRODUCER'S LICENSING AND WARRANTY

PRODUCER warrants that **PRODUCER** is properly licensed as an insurance agent/broker or as a surplus line broker, as the premises may require, by the appropriate state insurance regulatory authority for all states **PRODUCER** is submitting and/or binding policies of insurance with **CIWS** or **CIWS**' Companies under the terms of this Agreement, and agrees to notify **CIWS** immediately if **PRODUCER** shall fail to renew such license(s) or if for any reason such license(s) is revoked, suspended or cancelled. **PRODUCER** shall submit a copy of the appropriate license for the states in which **PRODUCER** submits business to **CIWS**, certified by insurance regulatory authorities.

PRODUCER agrees to perform **PRODUCER'S** duties and obligations under this Agreement in compliance with applicable federal statutes and regulations and the statutes and regulations of the states in which the business is written or in which the business is located. **PRODUCER** further agrees to be responsible for the filing of all required documents with the appropriate insurance regulatory authorities including affidavits and other documents required, and the paying of appropriate taxes to the jurisdictions involved, if any.



XII. RECITALS

The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of this Agreement.

XIII. GENERAL INTERPRETATION

The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

XIV. WAIVER

The forbearance, neglect or failure by **CIWS** to enforce any or all of the provisions of this Agreement or to insist upon strict compliance by the **PRODUCER** shall not be construed as a waiver of any rights or privileges of **CIWS**. A waiver of a past act or circumstance shall not constitute or be a course of conduct or waiver of any subsequent action or circumstance

XV. PERSONAL GUARANTEE OF PRINCIPAL SHAREHOLDERS OF CORPORATION

In consideration of **CIWS** appointing **PRODUCER** pursuant to the Agreement of which this Guarantee is made a part, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The undersigned do hereby unconditionally at all times individually, jointly and severally guarantee the payment to **CIWS** of all sums due **CIWS** and Company under the Agreement and agree to indemnify and hold **CIWS** and Company harmless of and from any wrongful acts or conduct of **PRODUCER**, including all costs, expenses and attorneys' fees, whether incurred with or without litigation, in a court of original jurisdiction or on appeal, as the case may be, hereafter incurred by **CIWS** or Company in connection with any default or material breach of **PRODUCER**. This Guarantee shall at all times include the full obligation of **PRODUCER** to transmit to **CIWS** all funds coming into **PRODUCER'S** possession and as required under the Agreement to be transmitted to **CIWS**. This is a contract of continuing guarantee and the obligations of the undersigned include the full liability of **PRODUCER** arising under the Agreement.
2. The liability of undersigned for any unpaid or untransmitted sums shall not be affected by an indulgence, compromise, settlement, extension of credit, or variation of terms effected by or with **PRODUCER** or any other person at interest, nor by payments previously made by **PRODUCER** or the undersigned, nor shall it be necessary for **CIWS** or Company to procure the consent of the undersigned or give any notice in reference thereto.
3. The undersigned hereby do expressly waive and dispose with notice of acceptance of this Guarantee, notices of nonpayment and non-performance, notices of amount of obligation outstanding at any time, payments, demands and prosecutions of collection, foreclosure and possessory remedies.
4. The execution of this Guarantee by the undersigned is a condition precedent to the Agreement. The obligation of all parties signing this Guarantee shall be joint and several. The benefits and obligations hereof shall extend to bind the heirs, personal representatives, successors and assigns of the respective parties hereto. This paragraph and the performance thereunder shall be construed and determined according to the laws of the State of California.
5. The within Guarantee is primary and not secondary. It is absolute and not contingent. **CIWS** may proceed against the undersigned in the first instance and without exhausting its remedies against the **PRODUCER**.



6. The undersigned will comply with all statutes regulating insurance in the state where **PRODUCER** is domiciled, and any regulations promulgated pursuant thereto, and will continue to comply with same, so long as this Guarantee shall remain in effect.

XVI. CANCELLATION OF AGREEMENT

This Agreement may be terminated immediately by **CIWS** for cause at any time. This Agreement may be cancelled at any time by either party giving written notice to the other stating when, but not more than ten (10) days later than, the cancellation is to be effective. After the effective date of cancellation, unless **CIWS** directs otherwise, the **PRODUCER** shall complete the collection of premiums and account to **CIWS** for all premiums, commissions and other transactions unaccounted for on the date of cancellation, or arising thereafter with respect to outstanding insurance. **PRODUCER** shall continue to provide usual and customary services regarding the business which is the subject of this Agreement. There shall be no abandonment to **CIWS** of any duty, obligation or responsibility of **PRODUCER**.

In Witness Whereof, the parties hereto set their hands in signature this date: _____.

CIWS: **CORONADO INSURANCE SERVICES, INC.**

By: 
Name: **Brenda Jo Robyn**

Title: **CEO**

Federal Employer Identification Number of **CIWS** (F.E.I.N.) **20-0368720**

PRODUCER:

By: _____

Name: _____

Title: _____

Federal Employer Identification Number of **PRODUCER** (F.E.I.N.) _____

PRODUCER, PLEASE ATTACH THE FOLLOWING DOCUMENTS:

CURRENT E & O DECLARATIONS PAGE

DEPARTMENT OF INSURANCE LICENSE



EXHIBIT "A"

Modifications to this Exhibit "A" can only be made in writing signed by the parties. Such modifications do not alter any condition or term of this Agreement. Modifications to this Exhibit "A" shall be subject to change at Company's sole election and discretion upon giving Producer thirty (30) days' notice of such change without the need for a writing signed by Producer.

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INTENTIONALLY



This MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of Wednesday, June 04, 2008, by and between Coronado Insurance Services, Inc., a California corporation ("CORONADO"), located at 1111 6th Avenue, Suite 301, San Diego, CA 92101, on the one hand, and _____ ("PRODUCER") located at _____, on the other hand. CORONADO and PRODUCER are collectively referred to herein as the "Parties".

A. The Parties contemplate discussions and the exchange of certain information relating to the Coronado Insurance General Liability Captive Insurance program. (the "Purpose").

B. In order to facilitate such discussions and evaluation, certain confidential and proprietary financial, technical and non-technical, business, and other information, including, but not limited to, business plans, analyses, forecasts, predictions, projections, intellectual property, trade secrets, customer lists, sales techniques, contracts, proposals, documents, mechanical and electronic design drawings, specifications, software, technical or engineering data, test procedures, schematics, writings, materials, methods, operations, procedures, know-how, financial information, financial statements and other business data, and other information (hereinafter collectively referred to as the "Confidential Information"), may be disclosed by either Party to or by the other Party and/or its Affiliates, in either event the disclosing party (the "Disclosing Party") to the receiving party (the "Receiving Party"). For the purpose of this Agreement, "Affiliates" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with one of the Parties to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. Non-Disclosure and Limited Use. This Agreement confirms the understanding between the Parties concerning the Receiving Party's obligation of strict confidentiality with respect to all Confidential Information furnished by the Disclosing Party to the Receiving Party, and all information generated there from, including evaluations thereof. Confidential Information shall include any and all information received by the Receiving Party from the Disclosing Party, whether before or after the date of execution of this Agreement, whether written or oral, and if written, however produced or reproduced, which information is marked "Confidential" or "Proprietary" or bears a marking of like import, or the Disclosing Party states is to be considered confidential or proprietary, or would logically be considered confidential by virtue of its relation to the subject matter hereof.

2. Term. Notwithstanding the cessation of discussions, or the successful completion of an agreement concerning the Purpose, for a period of five (5) years from the date of disclosure of Confidential Information by the Disclosing Party to the Receiving Party, unless written consent is otherwise granted by the Disclosing Party, Confidential Information shall not be disclosed to any third parties, and release, access to or use of disclosed Confidential Information shall be restricted to those employees, officers and representatives of the Receiving Party's



organization who have a need to know the Confidential Information ("Receiving Party's Representatives", which term shall include the Receiving Party's Affiliates) with respect to the Purpose in order to permit the Receiving Party in good faith to consider a potential business relationship and to perform, if such a relationship is consummated.

3. Disclosure to Party's Representatives. All of Receiving Party's Representatives shall be informed of the confidential nature of the Confidential Information and the restrictions of this Agreement. If the Receiving Party determines that it must consult third parties other than Receiving Party's Representatives with regard to the Purpose, in order to perform the evaluation or to perform if a business relationship develops, all such third parties must enter into a separate agreement directly with the Disclosing Party prior to any disclosure of any Confidential Information to such third parties by the Receiving Party.

4. Protection of Confidentiality. The Receiving Party shall use the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential information, and in all events at least a reasonable degree of care.

5. Use of Information. All Confidential Information furnished by the Disclosing Party to the Receiving Party shall be used solely in connection with the consideration of a potential business relationship with respect to the Purpose and to perform if such a relationship is consummated.

6. Return of Materials and Copies. The original and all copies of all or any part thereof shall be returned promptly by the Receiving Party to the Disclosing Party upon request by the Disclosing Party, except that upon written request the Receiving Party may retain a single complete copy of the Confidential Information in the exclusive possession of its General Counsel's office solely for use in connection with the prosecution or defense of any dispute arising from this Agreement. The Receiving Party shall only make a reasonable number of copies of the Confidential Information as may be necessary for Receiving Party's Representatives in good faith to evaluate the Confidential Information so that the Receiving Party may consider a potential business relationship with respect to the Purpose and to perform if such a relationship is consummated. The Receiving Party shall not otherwise copy or reproduce any Confidential Information without first obtaining the prior written consent of the Disclosing Party. All copied or reproduced Confidential Information shall also be considered Confidential Information owned exclusively by the Disclosing Party and shall be treated identically to any other Confidential Information in all respects. This Agreement shall not be construed as granting or conferring any interests or rights, by license or otherwise, in any Confidential Information disclosed hereunder.

7. Extent of Obligations. The obligations imposed upon the parties herein shall not apply to Confidential Information that is:

- (a) or becomes generally available to the public through no wrongful act of the Receiving Party;
- (b) already lawfully in the possession of the Receiving Party and not subject to an existing agreement of confidentiality between the parties;
- (c) received from a third party without restriction and without breach of this Agreement;



- (d) independently developed by the Receiving Party; or
- (e) released pursuant to the binding order of a government agency or a court so long as prior to any such release the releasing Party provides the other party with the greatest notice permitted under the circumstances, so that the Disclosing Party may seek a protective order or other appropriate remedy. In any such event, the releasing Party will disclose only that portion of such Confidential Information as is legally required to be furnished and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed.

8. Limit on Obligations. No furnishing of Confidential Information and no obligation hereunder shall be construed to obligate either Party to:

- (a) enter into any further agreement or negotiation with or make any further disclosure to the other Party;
- (b) refrain from entering into any agreement or negotiation with any other third party regarding the same subject matter or any other subject matter; or
- (c) refrain from pursuing its business in whatever manner it elects even if this involves competing with the other party.

9. Non-Binding Effect of Disclosures. Any Confidential Information containing estimates or forecasts shall not constitute binding commitments. Neither Party shall use any Confidential Information obtained from the other to its competitive advantage.

10. Public Announcements. In addition to the restrictions on the disclosure of Confidential Information contained herein, neither Party, its officers, employees, agents nor representatives shall make any Public Announcements or other disclosures relating to its discussions, negotiations, and/or the terms of any potential agreement or relationship with the other Party or any of its Affiliates without the prior written approval by the other Party. For the purposes of this Agreement "Public Announcement" shall mean the disclosure to any person or entity other than Receiving Party's Representatives by any means including, but not limited to, a press release; a written or oral statement made to the media, trades, publications or any other public audience or unauthorized third party; a written or oral statement published on a Party's website or on another Internet site or chat room and/or distributed by facsimile, email, voicemail, regular mail, private delivery service, newsletter and/or recorded message.

11. Non-Responsibility for Business Decisions and Incorrect Information. Neither Party is responsible or liable for any business decisions made nor inferences drawn by the other Party in reliance on actions taken or disclosures made pursuant to this Agreement absent a separate written agreement to the contrary. Neither Party solicits any changes in the business practices of the other, and no obligations are incurred with regard to the accuracy of the observations of either Party. Discussions between the parties should not be construed as an encouragement for either Party to expend funds in the purchase, development or modification of any services, products or facilities. Neither Party makes any warranty as to the sufficiency, validity, correctness or reliability of such Confidential Information.



12. Proprietary Intellectual Property. Nothing in this Agreement is intended to or shall grant any interests or rights, by license or otherwise under any patent, copyright, trademark, service mark, trade name, trade secret or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information, except the limited right to review such Confidential Information in connection with the Purpose of this Agreement.

13. No Waiver. No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

14. Attorney's Fees & Costs. If either Party institutes a legal action to enforce or interpret this Agreement, the prevailing Party shall be entitled to reimbursement by the non-prevailing Party for all costs and reasonable attorney's fees incurred in that action.

15. Breach. Both parties recognize that the unauthorized use or disclosure by the Receiving Party of any Confidential Information disclosed by the Disclosing Party would cause irreparable injury to the Disclosing Party. Both parties agree that the Disclosing Party shall be entitled to injunctive relief as well as reimbursement by the Receiving Party for legal and other expenses as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous oral or written representations relating thereto.

17. Binding Authority. No agent, employee or representative of either Party has any authority to bind such Party to any affirmation, representation or warranty; and, unless such is specifically included within this Agreement, it shall not be enforceable by the other Party hereto.

18. Unenforceability. In the event a court of competent jurisdiction finds any of the provisions of this Agreement to be so over broad as to be unenforceable, such provisions may be reduced in scope by the court to the extent it deems necessary to render the provision reasonable and enforceable. In the event that the provisions of this Agreement conflict with the provisions of any other agreement executed between the parties, this Agreement shall control, unless the parties specifically state otherwise in a signed writing.

19. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person, or three (3) business days after being placed in the hands of a courier service (e.g., DHL or Federal Express) prepaid or faxed, provided that a confirming copy is delivered forthwith as



herein provided, [or five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail] addressed as follows:

If to CORONADO:

Coronado Insurance Services
1111 6th Avenue, Suite 301
San Diego, CA 92101
Attention: Mrs. Brenda Jo Robyn
FAX: (619) 880-1852



With a copy to:

Michelman & Robinson, LLP
15760 Ventura Boulevard, Suite 500
Encino, CA 91436
Attention: Mr. Mark B. Robinson, Esq.
FAX: (818) 783-5507

If to COMPANY:

FAX: _____

With a copy to:

FAX: _____

20. Entire Agreement. Each Party to this Agreement acknowledges that this Agreement constitutes the entire Agreement of the Parties with regard to the subject matters addressed herein, that this Agreement supersedes all prior or contemporaneous agreements, discussions, or representations, whether oral or written, with respect to the subject matter of the Agreement, and that this Agreement cannot be varied, amended, changed, waived, or discharged except by a writing signed by the Parties hereto. Each Party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by said Party, and each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

21. Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of the State of California and the United States of America. The federal and state courts in the County of San Diego, State of California shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits which may arise under or out of this Agreement. The parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.

22. No Assignment. This Agreement shall not be assigned by either Party, except upon the prior written consent of the other Party.

23. Multiple Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.



24. Authority to Enter Into Agreement. The individuals signing this Agreement warrant that they are authorized to and by their signatures intend to bind the corporation for which they purport to act.

25. Section Headings. The section headings herein are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Coronado Insurance Services

A California Corporation

Signature:

A handwritten signature in blue ink, reading "Brenda Jo Robyn", is enclosed in a black rectangular box.

Print Name: Brenda Jo Robyn

Title: CEO

Date: Wednesday, June 04, 2008

A(n)

Signature:

A large, empty black rectangular box intended for a signature.

Print Name:

Title:

Date: