

# **ROCKWOOD PROGRAMS/SIAA PARTNERSHIP GUARDIAN EMPLOYMENT PRACTICES LIABILITY INSURANCE PROGRAM AGREEMENT**

The Guardian Employment Practices Liability Insurance Program Agreement (“Agreement”), initiated as of the effective date shown below, is entered into by and between Rockwood Programs, Inc. (“Rockwood”) and the undersigned Strategic Independent Agency Alliance Member Partner (“Partner”).

WHEREAS, Rockwood administers a proprietary Employment Practices Liability Insurance (EPLI) product specifically designed for entities with 15 or fewer employees; and

WHEREAS, the Partner wishes to offer EPLI coverage to all of their existing and prospective clients.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree as follows:

## **1. ROCKWOOD DUTIES**

Rockwood agrees to perform the following:

- A. Provide Guardian EPLI applications, customized with the Partner’s logo and contact information, in an electronic format.
- B. Grant Partner with access to an on-line array of marketing materials designed to support the Partner’s efforts to promote and sell the Guardian EPLI product. These materials include:
  - i. Product Fact Sheets
  - ii. Responses to Frequently Asked Questions
  - iii. Overcoming Common Objections
  - iv. EPLI Claims Scenarios
  - v. Specimen Policy Forms
- C. Offer fast track processing of any Guardian EPLI application submitted by the Partner.
- D. Provide risk management tools for all of the Partner’s insureds that purchase the Guardian EPLI product.
- E. Handle all surplus lines filings and remittances resulting from Guardian EPLI placements.
- F. Pay the Partner a 12.5% commission on all Guardian EPLI premiums. NOTE: commission will not be paid on policy fees.
- G. Provide access to alternative markets for EPLI risks that do not qualify for placement under the Guardian Program.
- H. Offer a 10% credit on the Partner’s Insurance Agent’s Errors & Omissions premium if the policy is placed through Rockwood. The credit will be applied on renewal if the effective date of the policy precedes the date of this Agreement.

If Rockwood fails to perform the activities listed above, the Partner may unilaterally terminate this Agreement.

## **2. PARTNER DUTIES**

The Partner agrees to perform the following:

- A. Include a Guardian EPLI quote with every new business and renewal risk.

- B. Utilize Rockwood to place accounts falling outside of the Guardian EPLI eligibility parameters.

If the Partner fails to perform the activities listed above, Rockwood may unilaterally terminate this Agreement. Rockwood will also remove the 10% credit on the Partner's Insurance Agent's Errors & Omissions policy, if applicable.

**3. NON-DISCLOSURE AND LIMITATIONS ON USE OF PROPRIETARY INFORMATION**

The Partner agrees not to use, copy or disclose, directly or indirectly, to any third party, any internal procedures, agency networks, or market contacts Rockwood may use in execution of this Agreement without the prior written consent of Rockwood. Rockwood agrees not to use, copy or disclose, directly or indirectly, to any third party, any insights gained into the Partner's marketing strategies, internal workflows/procedures, or customer databases without the prior written consent of the Partner.

The obligations of both Rockwood and the Partner under this Agreement with respect to confidentiality, non-disclosure and limitations on the use of proprietary information shall survive the termination of this Agreement.

**4. TERMINATION**

Either party shall have the right at any and all times to terminate this Agreement by providing 90 days advance written notice. Any such termination shall not affect the rights and obligations of either party prior to the effective date of the termination.

IN WITNESS WHEREOF: The parties hereto have signed this GUARDIAN EMPLOYMENT PRACTICES LIABILITY INSURANCE PROGRAM AGREEMENT commencing \_\_\_\_\_ by their duly authorized representatives on \_\_\_\_\_.

**WITNESS:**  
By: \_\_\_\_\_

**SIAA MEMBER PARTNER:**  
By: \_\_\_\_\_

**WITNESS:**  
By: \_\_\_\_\_

**ROCKWOOD PROGRAMS, INC.:**  
By: \_\_\_\_\_  
Glenn W. Clark - President