



PRODUCER AGREEMENT

The Prudential Insurance Company of America

The undersigned (herein called the Producer) agrees to be bound by the terms of this agreement. To the extent required by applicable law relating to the payment of commissions for the placement of group insurance business, The Prudential Insurance Company of America (herein called the Company) agrees, subject to a satisfactory background check and the terms of this agreement, to appoint the undersigned as a Producer.

- 1. The Producer will comply with all applicable laws and regulations pertaining to any group insurance business placed by the Producer and issued by the Company.
2. The Producer will comply with all published procedures, rules, and instructions of the Company which are now or which may be hereafter adopted.
3. If the Company determines that the Producer conducted an unauthorized transaction, the Producer will not be paid a commission for that business.
4. The schedule of commissions payable will be provided for each case placed by the Producer and issued by the Company.
5. Commissions may be based on expected or actual paid annual premium. In the event the actual paid annual premium changes, the Company reserves the right to modify commissions.
6. If, for any reason, the Company returns any premiums, the Producer will, on demand, repay the Company all compensation received as a result of those premiums.
7. An indebtedness due the Company from the Producer will be a first lien upon any commission payment amounts accruing to the Producer until the full amount of the indebtedness is repaid.
8. No assignment of commission is valid against the Company unless authorized in writing by the Company.
9. If the Company, because of a resident agent or agency requirement in effect in a state, must pay to another agent, representative, or broker any part of the compensation otherwise payable to the Producer in accordance with this agreement, the Producer's compensation will be reduced by the amount of compensation so paid to such agent, representative, or broker.
10. Commissions will continue to be paid, subject to the terms of the applicable schedule of commission for each case and this agreement, for as long as the Producer is recognized by the policyholder as the servicing representative.
11. Commissions will continue to be paid to the Producer as premiums are paid. Such compensation shall be allowed only if: (a) the Producer maintains appropriate state licensing, (b) the Producer remains appointed with the Company where necessary, and (c) the Producer services the policy in a manner satisfactory to the policyholder and the Company; provided that, the Company shall be the sole judge of whether service is performed in a satisfactory manner.
12. As directed by the Company, the Producer shall deliver to Company clients or prospective clients a copy of: (a) a compensation notice, substantially in the form of Exhibit A attached hereto as prepared by the Company, which notice is included in the proposal, and (b) a compensation statement, substantially in the form of Exhibit B attached hereto as prepared by the Company, that is issued annually as well as with new policies.
13. This agreement may be terminated without cause effective thirty (30) days after either party mails notice of termination to the other party.
14. This agreement may be terminated by the Company in the event of misconduct including, but not limited to: (a) fraud by the Producer, (b) misrepresentation of the Company's product by the Producer, and (c) misuse of funds by the Producer. Termination shall occur automatically without notice to the Producer at the date and hour of such misconduct.
15. The Company reserves the right to alter or modify, at its discretion, any of the terms stated herein. Any such alteration or modification will be made in writing by the Company and posted on the Company's website at www.prudential.com within thirty (30) days of the effective date of the change.

By: [Signature] Company

Date: _____

By: _____
Producer Signature

Title: _____

Firm Name (Print)

Date: _____