



ORIGINAL RECORDS MAINTENANCE AGREEMENT,

Hereinafter referred to as "ORMA" is made this _____ day of _____, 20____ by and between:

Producer Name _____ Producer Code _____

Producer Address _____

hereinafter referred to as "Producer," and **Aggressive Insurance**, , having their Administrative Offices at 4500 Fuller Drive, Suite 400, Irving, TX 75038 and are hereinafter referred to, jointly or individually, as "Company."

WITNESSETH: In consideration of the foregoing and the mutual covenants and promises contained herein, the parties agree as follows:

Original Records Maintenance Agreement

This Original Records Maintenance Agreement section, hereinafter referred to as "ORMA," applies only if expressly signed and approved by Company's representative. In the event that ORMA applies, and notwithstanding any provision in the Producer Agreement to the contrary, Company grants authority to Producer to receive and maintain original records and documents of policy applications, forms, certificates and other relevant printed material, collectively referred to hereinafter as "Original Documents," some of which may require the signature of policy applicants or policyholders. All Original Documents shall be retained by Producer from the date of policy termination for 5 years. Producer shall notify Company in writing at least one hundred twenty (120) days before discarding or destroying any Original Document. Producer may choose to retain any Original Document longer than the number of years specified above, unless Company specifically directs otherwise.

Producer also agrees to retain all Original Documents for each of its applicants and policyholders with Company for which the original information has been electronically uploaded or submitted to Company. All Original Documents shall remain the property of Company and shall be returned to Company upon termination of the Producer Agreement or otherwise upon written request from Company to Producer. Producer may retain copies of any Original Document that has been returned to Company. **Should Company need Original Documents or copies thereof for any reason, Producer agrees to provide such documents to Company within twenty-four (24) hours of any Company request for the same.** Producer further agrees to cooperate fully with Company in the investigation or settlement of any claim, loss, accident or complaint. Failure to comply with any provision of ORMA shall constitute grounds for termination of the Producer Agreement.

The parties to ORMA acknowledge and agree that the provisions of this section shall not supersede any provision of the Producer Agreement except to the extent that provisions in ORMA contradict provisions in the Producer Agreement pertaining to the retention of records by Producer and/or the submission of records to Company. Should such a contradiction occur, the ORMA provision shall be controlling and said contradiction shall in no way affect the validity of any other provisions in the Producer Agreement.

This ORMA applies to the Producer Agreement: _____
(Signature of Company Representative)

IN WITNESS WHEREOF, Company and Producer, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representative as of this _____ day of _____, 20____. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

PRODUCER:
by: _____
Signature

COMPANY:
by: _____
Signature

Full Name / Title (print or type)

Full Name / Title (print or type)