

Please complete the following form, sign and return to Brown and Riding for signature. A confirmed copy will be sent electronically for your records. Please note that data typed in this form cannot be saved. Thank you.

BROWN AND RIDING INSURANCE SERVICES, INC.
Brown and Riding Insurance Services, Inc, DBA: Alexander & Brown Insurance Services
Brown and Riding Insurance Services, Inc, DBA: Alexander Morford & Woo Insurance Services

BROKERAGE AGREEMENT

This Brokerage Agreement (this "Agreement") is made and entered into this _____ day of _____, 20__ by and between Brown and Riding Insurance Services, Inc. ("Wholesaler") and _____ ("Retailer"). This Agreement applies to in-force policies and all future policies which are placed by Wholesaler at the request of Retailer. In consideration for Wholesaler placing risks from time to time as requested by Retailer and the mutual promises set forth in this Agreement, it is agreed:

1. **Licensing:** Retailer represents and warrants that Retailer is properly licensed as an agent, broker or producer in the states in which business is transacted and will furnish Wholesaler proof of such licensing upon request.
2. **Rights Involving Ownership of Expirations and records:** During the period that this Agreement remains in effect, the Retailer retains ownership rights to all policy expirations and corresponding records thereto. The Wholesaler may not use, or authorize anyone else to use, the records of expiration in order to sell or renew any insurance policy unless permitted by this Agreement. Upon termination of this Agreement, if the Retailer has not properly accounted for and paid all premiums for which such Retailer is responsible, or given the Wholesaler collateral acceptable to the Wholesaler, in its sole discretion, for the full amount of any premiums that should have been paid, the Retailer's rights of ownership, use and control of the expirations will pass to and vest in the Wholesaler as of the date of such termination. Under these circumstances the Wholesaler has the right to sell the expirations and records in order to collect any outstanding balance due. If the Wholesaler sells such expiration and records (net of the Wholesaler's expenses) for less than the then outstanding balance due, the Retailer must pay the difference plus expenses to the Wholesaler.
3. **Errors and Omissions Coverage:** Retailer agrees to maintain errors and omissions insurance coverage with a minimum policy limit of \$1,000,000 and to promptly notify Wholesaler if such coverage is discontinued or cancelled. Upon request of Wholesaler, Retailer will furnish proof of such coverage.
4. **Suitability:** Retailer agrees that it shall be fully and exclusively responsible for (a) being familiar with the coverages, exclusions, terms, and conditions of insurance policies placed by Wholesaler, and (b) advising the Retailer's customers regarding the suitability of such coverages, terms, and conditions.
5. **Retailer Instructions:** Retailer understands that Wholesaler will bind or place insurance solely upon the instructions of Retailer and that Wholesaler does not assume or undertake any legal obligation or other responsibility as to the insurance applicant, insured or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other insurance policy features.
6. **Wholesaler Authority:** Wholesaler shall be the sole judge of whether to accept, reject, or submit to an insurer for acceptance any applications for insurance for accounts submitted by Retailer to Wholesaler, and shall incur no liability for failure to place insurance for any such account. Retailer shall not bind coverage on any account on behalf of Wholesaler, commit to or issue binders, policies, or other written evidence of insurance on behalf of Wholesaler, or make any representations not strictly in accordance with the provisions of policies and contracts placed under the terms of this Agreement. Retailer shall not make any representations on behalf of Wholesaler regarding any insurance policy, including but not limited to representations regarding the application of coverage to specific situations. Retailer shall not make, alter or vary any terms of coverage, or modify terms of payment of any premium or deposit, or incur any liability on behalf of Wholesaler.
7. **Retailer is Originator:** Retailer agrees that Retailer is deemed as the originator (producer) of all business placed with, by, or through the Wholesaler by Retailer, regardless of whether another retail broker or retail producer is involved in the production of such business. Retailer shall pay, indemnify, reimburse, exonerate and hold Wholesaler harmless against any loss, damage, liability or claim, including, without limitation, reasonable attorneys' fees and costs, which in any way arise out of or are in connection with or are incidental to

any claim by any broker or producer with respect to insurance placed with, by or through the Wholesaler by Retailer.

8. **Premium and Accounts:** Retailer unconditionally guarantees the payment of all premium amounts due to Wholesaler and/or Insurers on all insurance bound or written (including endorsements) pursuant to this Agreement. Retailer accepts full responsibility for the collection and payment to Wholesaler of all premium, return premium, countersignature fees, any resulting charges required by any state, and any other applicable fees and taxes, and agrees to make full payment to Wholesaler under the terms and conditions in place at the time of binding. Retailer's payment is not contingent upon the timely issuance of an insurance policy.
9. **Fiduciary Account:** Retailer shall hold premium funds in trust in a fiduciary account for business transacted under this Agreement to the extent required by applicable insurance laws of each state in which Retailer conducts insurance business. Provided Retailer is in compliance with the terms of this Agreement, Retailer shall be entitled to any interest earned on said funds while so held by Retailer.
10. **Premium Tax:** In the event any premium amounts are returned by reason of adjustment or cancellation, premium tax will not be returned to Retailer until recovered by Wholesaler, and any amount returned will not exceed the amount recovered.
11. **Commission:** Wholesaler will allow Retailer to retain commission at the rate shown on Wholesaler's invoice or as otherwise agreed in writing by Wholesaler. Retailer will pay a return commission at the same rate for any return premium.
12. **Financed Premiums:** On all premiums that have been financed, Wholesaler will remit payment for any return premium, net of Retailer's commission, directly to the premium finance company unless otherwise required or agreed in writing by Wholesaler and Retailer. The ultimate liability of Wholesaler for payment to any premium finance company, Retailer, or insured shall never exceed the amount of return premium, net of Retailer's commission. Retailer agrees to hold Wholesaler harmless from any responsibility for payment to a premium finance company and further agrees that financing arrangements do not diminish the Retailer's responsibility for timely payment of premium to Wholesaler or insurer, as the case may be.
13. **Cancellation of Insurance:** Wholesaler has the right to cancel any binder or insurance policy in accordance with the cancellation provisions of such binder or insurance policy. Retailer is not entitled to a credit for any flat cancellation unless such credit has been agreed to by the insurance carrier. Earned premium will be computed and charged on every policy cancelled after inception date in accordance with the cancellation provisions of the policy and/or rules of the insurer. If Retailer does not make timely payment of any sums due Wholesaler, then Wholesaler may without limitation of other remedies, cancel the policy for non-payment of premium. If coverage is bound by Wholesaler, a charge will be made in accordance with the policy terms and upon binding, all fees for the full policy term will be fully earned.
14. **Adjustable Policies:** Wholesaler agrees that if an audit of an adjustable policy results in additional premium due from an insured and if within twenty days from the date Retailer is notified that such additional premium is due, Retailer notifies Wholesaler in writing, that after reasonable efforts, Retailer has been unable to collect such additional premium, and the insurer waives Wholesaler's liability for the uncollected additional premium, then Wholesaler will waive Retailer's liability for the additional premium. However, in the event of such a waiver by Wholesaler, Retailer will not be entitled to any commission with respect to any portion of the uncollected additional premium which may ultimately be collected from the insured.
15. **Binding Authority & Relationship:** Retailer agrees that Retailer is a customer of Wholesaler, and not an employee, independent contractor, agent, or subagent of Wholesaler. Retailer further agrees that Retailer has no authority to bind insurance or to alter the terms of any quote on any account submitted to or quoted by Wholesaler.
16. **Advertising:** Retailer shall not cause any advertisement referring to or using the name of Wholesaler or any insurer, or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring without the express written consent of Wholesaler. Retailer shall pay, indemnify, reimburse, exonerate and hold Wholesaler harmless against any loss, damage, liability or claim, including, without limitation, reasonable

attorneys' fees and costs, which in any way arise out of or are in connection with or are incidental to any unauthorized advertisement, publication or statement of Retailer.

17. **Insurer Solvency Disclaimer:** Retailer understands and agrees that Wholesaler is not an insurer, does not guarantee the financial condition of any insurer with whom it may place accounts, and shall have no liability for non-payment of any claim due to the insolvency of any insurer, or otherwise, in connection with contracts of insurance placed by Wholesaler.
18. **Indemnification and Hold Harmless:** Retailer agrees to hold harmless Wholesaler, and Wholesaler agrees to hold harmless Retailer, from any and all respective negligent or wrongful acts, omissions, or conduct that would result in a financial or other obligation to the other.
19. **Governing Law:** This Agreement will be governed by, and construed in accordance with, the laws of the State of California.
20. **Consent to Jurisdiction:** Retailer expressly consents to the jurisdiction and venue of the Central District of the Superior Court of the County of Los Angeles, California, for any suit brought to interpret or enforce the provisions of this Agreement and agrees to accept service of process of any such suit by any legally recognized method available under California law.
21. **Arbitration:** Any dispute, controversy or claim arising out of or relating to this Agreement (other than claims for injunctive or equitable relief), including, but not limited to, the interpretation, breach or termination thereof (including whether the claims asserted are arbitrable), shall be referred to and finally determined by arbitration in accordance with the Judicial Arbitration and Mediation Services, Inc. ("JAMS") Arbitration Rules. The tribunal will consist of a sole arbitrator selected in accordance with the JAMS Arbitration Rules. The place of arbitration shall be Los Angeles, California. The arbitrator will be instructed to prepare and deliver a written, reasoned opinion stating their decision within 30 days of the completion of the arbitration. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator. The decision of the arbitrator shall be final and non appealable. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
22. **Communications From Regulators:** You agree to forward copies of communications received from insurance departments or other regulatory authorities if such communications relate to insurance policies transacted with Wholesaler.
23. **Attorneys' Fees.** In the event any party to this Agreement obtain the services of an attorney to enforce any of the provisions of this Agreement or if any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all reasonable fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include all fees, costs and expenses of appeals.
23. **Waiver.** No breach of any provision of this Agreement can be waived unless done so in writing, executed by the waiving party. The waiver of any one breach will not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.
24. **Amendment.** This Agreement may be amended only in writing executed by the parties.
25. **Captions and Construction.** The titles, captions or headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement shall not be construed strictly for or against either party because that party, or its attorney, prepared this Agreement or any provision hereof.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signature delivered via facsimile or email shall constitute an original signature.
27. **Severability.** If any provision of this Agreement is deemed invalid, illegal or unenforceable for any reason, the other provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Retailer: _____

By: _____

Name: _____

Title: _____

Broker License #: _____

Federal Tax I.D.# / Social Security Number: _____

PLEASE PROVIDE PROOF OF E&O CARRIER & COVERAGE (ATTACH COPY HERETO) ALONG WITH COPIES OF ALL STATE AGENT/BROKER LICENSES.

Wholesaler: Brown and Riding Insurance Services, Inc.

By: _____

Name: _____

Title: _____