

**B&B PROTECTOR PLANS, INC.
BROKERAGE AGREEMENT**

THIS AGREEMENT is made and entered into by and between B&B PROTECTOR PLANS, INC., a Florida corporation (hereinafter referred to as "BBPPI"), and _____ (hereinafter referred to as "Broker") of _____

WHEREAS, BBPPI hereby grants to the Broker the power and authority to solicit, receive, and accept applications as provided below for the following classes of insurance risks: Lawyer's Professional Liability. It is mutually agreed as follows:

Section I – Broker's Authority

Broker will not be an agent of or represent either the insurance companies or BBPPI as an agent. Broker shall be considered an independent contractor. Broker shall have no underwriting authority or binding authority. Broker shall comply with all requirements of state statutes and state Insurance Department rules and regulations.

Broker shall use no advertising material, prospectus, proposal or representation, either in general or in relation to a particular insurance policy provided by BBPPI, unless such advertising material, prospectus, proposal or representation is furnished by BBPPI or unless prior written consent to use such material has been granted by BBPPI. The furnishing of materials and/or granting of approval shall not obligate BBPPI to bear any part of the cost or expenses thereof.

Section II - License of Broker/Errors and Omissions

Throughout the term of this Agreement and thereafter as appropriate, Broker shall be required to:

Maintain errors and omissions coverage with an insurance company with an A.M. Best Rating of "A-" or better with minimum limits of **\$1,000,000.00** per claim, and shall provide broker evidence of same on an annual basis at the inception date of Broker's coverage.

Maintain and provide continuous evidence upon expiration of the following licenses as applicable per state regulations: resident agency license and resident producer license in the Broker's domiciled location; and nonresident producer license if soliciting outside the Broker's domiciled location, as well as nonresident agency license where required by applicable law. It is understood and agreed that the maintenance of all licenses required by law is the responsibility of Broker.

This Agreement shall automatically terminate at such time as the Broker's license to act as an insurance agent is revoked or cancelled,

Section III – Payment Responsibilities (Refer to the Payment Option Schedule for information concerning the payment terms and conditions that will apply under this Agreement.)

A. General Principles

The Broker shall not be entitled to charge or withhold additional fees such as policy issuance or management fees over and above those commissions paid by BBPPI without the express written consent of BBPPI. Broker shall cause and be solely responsible for the collection of all premium on insurance written and shall guarantee to BBPPI the full, completed collection of all such premiums due to BBPPI hereunder. All such money shall be sent directly to BBPPI by the Broker. BBPPI will not accept payment from a third party.

Broker shall refund to BBPPI any advance commissions on canceled policies and premium reductions at the same rate upon which the Broker originally retained such commission.

B. Account Current Payment Plan

BBPPI will send the Broker, within **five (5) days** after the close of each month, a monthly statement of account reflecting premiums entered on BBPPI's books for the Broker during the month and remaining unpaid at the end of that month. Such statement will show the name of each insured, policy number, gross premium, net premium due and total balance due BBPPI. Unless the Broker shall have received written approval from BBPPI for premium additions or deletions to such statement, such statement shall be deemed accepted by the Broker. The balance due BBPPI reflected on such statement will be paid by Broker to BBPPI (whether or not collected from the Insured), so as to be received by BBPPI no later than thirty **(30) days** after the end of the month for which the statement is rendered. If premiums are not received by BBPPI by the **1st of each month**, Broker's Account Current Payment Plan may be terminated. If this plan is terminated by BBPPI, Broker will follow procedures set forth under Section III, C. below. If premiums are not received by BBPPI by the **5th of each month**, notice of cancellation for non-payment of premium will be mailed to the appropriate Insured(s).

C. Check with Order Payment Plan

The required premium payment, less appropriate commission, shall be due and payable in full by the Broker to BBPPI with the order to issue or with an endorsement request generating additional premium by the response date provided by BBPPI.

D. Financed Policies

Premium Financing Procedures (financing through BBPPI)

The finance agreement must be signed by the Broker and the Insured (if the Insured is a corporation or partnership an authorized officer or general partner must print his/her name and sign). BBPPI does not require an original signature. BBPPI must receive Broker's order to issue and down payment, less appropriate commission from the total premium fifteen (15) days prior to the first payment due date; otherwise, Broker will be responsible for collection of any additional installments that are due. BBPPI will be unable to offer a finance agreement for premium 60 days prior to the effective date of the policy. If Broker is under the Account Current Payment Plan, Broker will not be able to use BBPPI financing plan.

PAYMENT OPTION SCHEDULE

Broker must select one option that has been approved by BBPPI as the payment terms that will be followed under this agreement as defined in Section III – Payment Responsibilities of this Agreement.

Only one selection can be made.

- Broker accepts all payment terms and conditions as outlined in Section III, A&B – **Account Current Payment Plan**
 Broker accepts all payment terms and conditions as outlined in Section III, A, C&D – **Check with Order Payment Plan**

Section IV – Cancellations of Insurance

No insurance contract may be returned to BBPPI for flat cancellation unless it is returned prior to the inception or effective date of the contract. Earned Premiums shall be computed and charged on every insurance contract canceled after inception in accordance with the cancellation provisions of such contract.

Section V – Ownership of Expirations

This Agreement may be terminated at any time by either party upon written notice to the last known place of business of the other party stating the date when such termination shall be effective. It is understood and agreed by the parties hereto that upon termination of the Agreement by either party, for any reason other than non-payment of premiums by Broker under Section III, Payment Responsibilities of this Agreement, both BBPPI and the Broker shall separately have full and undisputed use of all policy files, records, and expiration lists pertaining to accounts written pursuant to this Agreement. In the event termination results from non-payment of premiums by Broker, BBPPI shall have full and undisputed exclusive use of all policy files, records and expiration lists pertaining to accounts written pursuant to this Agreement.

This Agreement may be modified by BBPPI at any time upon written notice to Broker.

Section VI – Audits

BBPPI shall have the right to audit all books and records relating to insurance contracts written pursuant to this Agreement. Such books and records shall be made available by Broker at Broker’s normal place of business during normal business hours.

Section VII - Indemnification

(a) BBPPI shall indemnify and hold the Broker harmless against any and all losses, including all costs incurred in defense of any claim, suit or proceeding (including, but not limited to, reasonable fees and disbursements of counsel), if such loss results from or arises out of:

- (1) the act or omission of BBPPI, except to the extent that the Broker has caused such loss; or
- (2) any action or inaction of the Broker based upon the Broker’s use of forms supplied by BBPPI, or following instructions or procedures established in writing by BBPPI, except to the extent that the Broker has caused or contributed to such loss.

(b) The Broker shall indemnify and hold BBPPI harmless against any and all losses, including all costs incurred in defense of any claim, suit or proceeding (including, but not limited to, reasonable fees and disbursements of counsel), including any proceeding arising out of Broker’s failure to obtain and/or maintain the licenses required by applicable law, that are necessary for Broker’s activities undertaken pursuant to this Agreement, if such loss results from or arises out of the Broker’s act or omission, except to the extent that BBPPI has caused such loss..

Section VIII – Additional Provisions

The rights and obligations of BBPPI under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of BBPPI. This Agreement shall not be assigned by Broker without the prior written consent of BBPPI. The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party of the same or any other provision of this Agreement. This Agreement shall be governed by the law of the State of Florida, excluding laws relating to conflicts of law of different jurisdictions. This Agreement shall not be construed against any party on grounds that such party was responsible for drafting any portion of this Agreement.

Section IX – Execution

Execution of this Agreement constitutes full agreement and understanding between the parties with respect to each of the sections in this contract.

	B&B PROTECTOR PLANS, INC.
BY:	BY:
PRINT:	PRINT:
TITLE:	TITLE:
DATE:	DATE:
WITNESS:	WITNESS: