

LIMITED PRODUCER AGREEMENT

This agreement, made and entered into with The John M. Brown Insurance Agency Incorporated d/b/a FarmerBrown.com (FB), and

Producer:

Mailing Address:

Hereinafter called Broker

1. Broker shall have no authority to bind any coverage's on new or renewal business or claim hereunder, or make any changes in terms and conditions of any policy of insurance.
2. Broker shall have no authority to issue a binder in the name of FB, or any company represented by John M. Brown Insurance Agency Incorporated.
3. In the event an unauthorized binder is issued by the broker thru FB, or company(s) represented by John M. Brown Insurance Agency Incorporated suffers loss, producer agrees to indemnify, hold harmless and defend FB, and/or company against any judgment or settlement and for all loss and expense, including attorney fees and investigation, incurred by the company(s) or by FB, in the payment or defense or claim or loss resulting from said unauthorized binder.
4. FB, will allow producer commissions at such rates as agreed from time to time by the parties hereto. The current commission rate is currently TEN Percent(10%) of the premium not including any taxes or fees. Further **NO** commissions will be paid on renewals unless the annual premium exclusive of fees and taxes exceeds \$5,000.00 In the event of return premium becoming due for any reason whatsoever, producer shall refund commission to John M. Brown Insurance Agency Incorporated at the same rate at which commission was originally allowed. It is agreed that there will be no commission paid on any policy fees, taxes or other fees added to the policy.
5. Producer agrees that no flat cancellation shall be allowed. Broker will pay to John M. Brown Insurance Agency Incorporated, any and all open accounts, accounts stated or other indebtedness arising out of or relating to policies of insurance under this agreement. Broker further guarantees to pay earned premiums (including minimum premiums and audit premium) and all other fees and charges for the time coverage is in force and effect on any and all insurance policies written through facilities of FB. Broker shall be responsible for arranging for the return to the insured of unearned premium and unearned commissions that belong to the insured. Broker shall remit all payments to FB

within (10) ten days of broker's receipt of such payment. Broker shall hold all payments received from insured in trust until payments are transmitted to John M. Brown Insurance Agency Incorporated. No payment accepted or received by broker shall be deemed paid to John M. Brown Insurance Agency Incorporated until such payment shall be received in hand by John M. Brown Insurance Agency Incorporated. Any violation of the foregoing shall be considered a breach of the broker's fiduciary responsibilities and obligations to FB, and its insurance companies and MGA(s). Broker recognizes that any violation of the terms of this paragraph shall be sufficient cause for rescission of this agreement.

6. The producer may submit business from the states that they are licensed in. It is agreed that within said states, the producer shall be free to exercise his judgment as to the person solicited and the time, manner, means and places of solicitations, and John M. Brown Insurance Agency Incorporated, shall not be responsible for any expenses incurred by the producer in such solicitations, or any brokerage expense.

7. The producer is not an agent; employee or representative of FB, or any company(s) represented by FB. No act of the producer shall be binding on FB or its company(s). The producer represents that he/she is duly authorized under the laws of the state of _____. The producer shall be transacting business on behalf of his/her client and not FB.

8. FB, John M. Brown Insurance Agency Incorporated will use its efforts to give the producer reasonable advance notice of the expiration of all policies, but failure to provide such notice shall not render FB liable. In the event that the producer not being in default and therefore promptly accounting for and paying all accounts for which he/she may be liable, the producer(s) records and use and control of expirations(s) shall be deemed the property of the producer and left in his/her undisputed possession and control.

9. Producer agrees to indemnify and hold harmless the FB any of its employees and agents, along with any of its underwriting companies, claim adjusting companies or insurance companies from and against any and all claims arising out of or relating to any alleged act or alleged failure to act on the producer which results in any claim, demand, action or cause of action against FB or its underwriting companies, claim adjusting companies or insurance companies whether or not said claim, demand, action or cause of action be meritorious. Producer agrees promptly notify John M. Brown Insurance Agency Incorporated of any claim, demand, action or cause of action in which the John M. Brown Insurance Agency Incorporated or any of its underwriting

companies, claim adjusting companies or insurance companies from any and all loss, expense, demand, action or cause of action, settlement or judgment including expenses of Investigators, expert witnesses, court costs, attorney fees of the like arising from or relating to any alleged failure to act on the part of the producer whether or not said claim, demand, action or cause of action be meritorious.

10. Producer agrees that in the event broker's agents, sub-agents of affiliate performance on broker's part of the terms and provisions of this agreement, neither John M. Brown Insurance Agency Incorporated nor any companies or representatives are named in litigation arising out of or related to the performance of its underwriting companies, adjusting companies or insurance companies shall be obligated to defend, indemnify not hold producer harmless from any and all such claims. Nothing herein shall preclude FB, at its option from undertaking producer's defense though any such undertaking on the part of John M. Brown Insurance Agency Incorporated, shall be deemed an accommodation and not a contractual obligation.

11. Producer in placing business under this agreement recognizes that broker is a representative of the insured and is not acting as an agent or representative of John M. Brown Insurance Agency Incorporated or its insurance companies, or claim adjusting companies. Producer also represents and warrants that further warrants his/her authority to sign applications for insurance, for and on behalf of the insured(s).

12. FB or the insurance company shall have no responsibility for any expense incurred by broker no matter howsoever arising.

13. Producer shall abide by the Illinois Fair claims Settlement Practices Regulations when handling claims.

14. In the event of any dispute arising between the parties relating to this agreement, it is agreed that the only venue for litigation shall be Cook County, Illinois. It is also agreed that the prevailing party in any such litigation shall be entitled to recover all reasonable legal and other expenses arising out of such action.

15. Producer agrees that broker will provide each insured with an explanation of the terms and provisions of the policy of insurance including, but not limited to coverage being afforded and also exclusions contained with the policy of insurance.

16. Producer agrees to keep in full force and effect an Errors and Omissions insurance policy with limits no less than \$1,000,000 during the full term of this agreement and if requested will send a copy of the policies to FB, John M. Brown Insurance Agency Incorporated.

17. The provisions of this agreement are severable, and if any one or more provisions may be

determined to be judicially unenforceable, in whole part, the remaining provisions shall nonetheless be binding and enforceable.

18. This agreement supersedes and replaces any and all previous agreements and shall be effective as of the date hereafter written and shall remain in force and effect to and until cancellation which may be effectuated by either party giving to the other written notice of cancellation which shall be mailed to the party at the address first herein above written of such other address as may from time to time in writing be specified by a party to this agreement for the giving of notice. Cancellation of this agreement will become effective after the date of mailing and any such cancellation shall comply with the laws of the Suite where the broker's license is issued.

The parties hereto extending to be legally bound, have affixed their hands this _____ day of _____ 20__.

PRODUCER:

FarmerBrown.com:

4317 W. Irving Park Road

Chicago, Illinois 60641

IRS # _____

SIGNATURE: _____ SIGNATURE: _____

POSITION: _____ POSITION: _____