

## NEXO BROKERAGE AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Nexo Insurance Services, Inc. hereinafter referred to as “Wholesaler” and \_\_\_\_\_ hereinafter referred to as “Retailer”.

### WITNESSETH

Whereas, the Retailer warrants and represents that it is a duly and properly licensed Insurance Broker or Retail Producer in those states, territories, and jurisdictions where it conducts an insurance business relevant to this Agreement, and Whereas, the Retailer is desirous of obtaining from Wholesaler professional insurance services to assist Retailer with the placement of insurance for the Retailer’s customers.

### AGREEMENT

ARTICLE 1: The Wholesaler authorizes Retailer and Retailer agrees to collect premiums for insurance placed by Wholesaler on the instructions of Retailer. The Wholesaler shall invoice Retailer for each placement or transaction and Retailer shall remit payment per the terms of the Wholesaler’s invoice.

ARTICLE 2: The Wholesaler agrees to pay to the Retailer and Retailer agrees to accept as full compensation for insurance produced by Retailer and placed by Wholesaler the rate of commission established by Wholesaler for each placement or transaction, per Wholesaler’s invoice. For cancellations ordered or made by the Wholesaler, the Retailer shall remit to the Wholesaler a return commission at the same rate of commission invoiced by the Wholesale on any return premium regardless of whether the Retailer shall have collected the premium from the insured. Wholesaler invoice shall be consistent with the below compensation.

Compensation:           15%

ARTICLE 3: The Retailer unconditionally guarantees prompt payment to the Wholesaler of all premiums due as stated in ARTICLE 1 & 2 above. For policies that are issues subject to premium audit by the insured and as to which the Retailer or insured has arranged premium financing, the Retailer unconditionally agrees in the event of cancellation of such policies, to be fully responsible for paying the amount of the return premium due to the premium finance company under premium financing agreements where the insurer determines, upon premium audit, that earned premium exceeds the financed premium. Retailer shall remain responsible for payment of return premium and related commissions, fees, and other charges regardless of financing arrangements.

ARTICLE 4: The Retailer agrees to collect all State and Federal taxes, Surplus Lines premium taxes, stamping fees, and all other applicable fees and charges as noted in Wholesalers invoices. Wholesaler agrees to file same to appropriate authorities or organizations in

compliance with applicable law, regulations, and this agreement. In the event a portion of the premium shall be returned by reason of a premium adjustment to or cancellation of the policy for any reason whatever, Wholesaler will return the portion of pro-rata taxes due to Retailer.

ARTICLE 5: Having represented and warranted that it is properly licensed to transact and conduct an insurance business in accordance with this agreement, the Retailer, upon request of the Wholesales, agrees to furnish the Wholesaler with current copies of all relevant licenses. The Retailer further represents and warrants that all applicable laws and regulations, including local, state and federal tax laws. The Retailer also agrees that it will hold harmless, defend and indemnify the Wholesaler for and against any and all liabilities, fines, penalties, or other amounts attributable in whole or in part to the retailer's noncompliance with or breach of this AGREEMENT. Furthermore, the Retailer agrees to promptly inform the Wholesaler of any regulatory inquiries or disciplinary action.

ARTICLE 6: The Retailer agrees that it is fully and exclusively responsible for being familiar with the coverages, exclusions, terms and conditions of policies placed by the Wholesaler on the instructions of the Retailer and for advising the Retailer's customer regarding suitable of such coverages, exclusions, terms and conditions. The Wholesaler is not an insurer and does not guarantee financial condition of insurers with whom it places risk. Furthermore, the Wholesaler is not liable for non payment of claims due to insurer insolvency.

ARTICLE 7: The Retailer agrees that it is deemed as the originator of all business placed with, by, or through the Wholesaler, regardless of whether another Retail Broker or Retail Producer is involved in the production of such business.

ARTICLE 8: Nothing in this AGREEMENT shall be construed as limiting or restricting the right of the Wholesaler to cancel any contracts of insurance issued under this AGREEMENT.

ARTICLE 9: The Retailer has no authority to bind or otherwise accept any risk on behalf of the Wholesaler.

ARTICLE 10: The Retailer agrees that it will maintain Errors and Omissions Insurance coverage at all times with coverage limits of at least \$1,000,000. The Retailer agrees to provide the Wholesaler proof of insurance at the request of the Wholesaler and further agrees to promptly notify the Wholesaler if coverage is ever discontinued or canceled.

ARTICLE 11: Retailer understands that Wholesaler will bind or place insurance solely upon the instructions of the Retailer and that the Wholesaler assumes and undertakes no legal obligation or other responsibility, adequacy, or appropriateness of limits or coverage, all of which shall be the exclusive responsibility and obligation of the Retailer. The Retailer agrees to indemnify, defend and hold Wholesaler harmless from any and all liability, loss, expense, penalty, fine, attorney fees, costs of suit and other amounts associated with any claim asserted against or incurred by Wholesaler in reliance on the instructions of Retailer.

ARTICLE 12: In the event that Retailer issues an unauthorized or inaccurate quote, binder, certificate of insurance, or other evidence of insurance, Retailer shall indemnify, defend and hold Wholesaler harmless from any and all liability, loss expense, penalty, fine, attorney fees, costs of suit and other amounts associated with any claim asserted against or incurred by Wholesaler. Retailer accepts sole responsibility for the issuance of accurate Certificates of Insurance and understands that Certificates of Insurance do not amend or alter the terms and conditions of an insurance policy.

ARTICLE 13: Retailer agrees to hold harmless Wholesaler, and Wholesaler agrees to hold harmless Retailer, from any and all of their respective negligent or wrongful acts, omissions, or conduct that would result in a financial or other obligation to the other.

ARTICLE 14: The parties to this AGREEMENT, and each of them, agree to execute such other or further documents or instruments as may be reasonably necessary or appropriate to implement the terms and conditions of this AGREEMENT.

ARTICLE 15: This AGREEMENT is executed within the State of California and shall be construed in accordance with and governed by the laws of the State of California. If any term, provision or condition of the AGREEMENT shall be held by a court of competent jurisdiction to be invalid, it shall be severed from any remaining portion hereof and the remainder shall stand in force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE 16: The parties to this AGREEMENT, and each of them, agree that should any provision of the AGREEMENT be found ambiguous in any way, such ambiguity shall not be construed in favor of or against any party to this AGREEMENT, but rather by construing the terms of this AGREEMENT fairly and reasonably in a manner to effectuate the intentions of the parties hereto.

ARTICLE 17: The parties to this AGREEMENT, and each of them, and the signatories hereunder, and each of them, are represented by independent counsel, with whom each has fully discussed the terms and conditions of this AGREEMENT.

ARTICLE 18: In the event it becomes necessary for any party to this AGREEMENT to obtain the services of an attorney to enforce the provisions of this AGREEMENT against any party who has breached any obligation set forth in this AGREEMENT, the breaching party shall pay the attorneys' fees and related legal expenses and costs of litigation of the non-breaching party. In the event of any action for breach of or to enforce the provision of the AGREEMENT, the court in such action shall award the prevailing party attorneys' fees and costs of litigation in addition to any recovery.

ARTICLE 19: Each of the persons executing this AGREEMENT, on whose behalf the parties they purport to act, hereby represents and warrants that said person are fully authorized to execute this AGREEMENT on behalf of such party.

ARTICLE 20: Each of the persons executing this AGREEMENT does so of their own free will and under no threat, menace, coercion or distress, whether economic or physical, from any party to this AGREEMENT, or any of them. Said parties and signatories, and each of them, further acknowledge that they execute this AGREEMENT acting on their independent judgment and upon advice of their respective counsel without any representation, express or implied, from any other party except as set forth herein.

ARTICLE 21: 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 shall not be deemed to be a waiver of any other breach of the same or any other provision of this AGREEMENT.

ARTICLE 22: This AGREEMENT may be terminated at any time by mutual consent. It may also be terminated by either party at any time, with or without cause, giving to the other party written notice at least thirty (3) days prior to the desired termination date. However, any resulting termination shall not apply to risk which have been bound prior to the date of termination of this AGREEMENT. Termination of the AGREEMENT shall not relieve the Retailer of financial responsibility in respect of risk bound to the termination date of this AGREEMENT.

ARTICLE 23: This AGREEMENT supersedes any and all previous agreements between Retailer and Wholesaler, and it may be altered or modified except in writing over the signatures of both parties hereto. Any addendum to this AGREEMENT shall also require the signatory of both parties hereto.

ARTICLE 24: This AGREEMENT contains the entire agreement and understanding concerning the subject matter herein between the parties to this AGREEMENT, and each of them, and supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. The parties to this AGREEMENT, and each of them, hereby expressly acknowledge that none of them, nor any agent or attorney of any of them, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereto, induce any of them to execute this AGREEMENT. The parties to this AGREEMENT, and each of them, further acknowledge that none of them has executed this AGREEMENT in reliance upon any promise, representation or warranty not expressly set forth herein.

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

**Termination or revocation of Agent's licenses as above indicated will automatically suspend this AGREEMENT as respect the placement of insurance business in the geographic areas to which such licensing applies.**

WHOLESALER:

By: NEXO Insurance Services, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Signed at (location): \_\_\_\_\_

RETAILER:

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Signed at (location): \_\_\_\_\_

Federal Tax I.D.: \_\_\_\_\_

Agent License Number & State: \_\_\_\_\_