

## Brokerage Agreement

As used in this Agreement, IPA Risk Management, LLC (IPARM) shall refer to any business unit or entity that may be affiliated through common ownership and/or managed by IPARM as agent for maintaining Producer relationships.

Agreement between IPARM and \_\_\_\_\_, (referred herein as Producer)

Whereas, Producer is desirous of placing contracts of insurance through companies represented by IPARM (those companies referred herein as Insurer) and utilizing the underwriting facilities, knowledge, and service of IPARM, and

In consideration of IPARM placing risks of Producers' clients (referred herein as Insured) from time to time with an Insurer of Insurers and for mutual promises and covenants set forth in this document it is agreed as follows:

**Authority:** Producer is broker for the applicant, and acts on behalf of the applicant for insurance, and is not acting as an agent, subagent or broker for IPARM. This agreement and the relationship between the parties and their officers and employees is not intended and shall not be construed, to create a partnership, joint venture or employment relationship between IPARM and Producer. Producer is for all purposes an independent contractor.

IPARM shall be the sole judge of whether to accept, reject, or submit to Insurer for acceptance any application for insurance for risks submitted by Producer and shall incur no liability for failure to place any such risk. Producer shall have no authority to bind any Insurer for IPARM, commit to or issue binder, policies, or other written evidence of insurance on behalf of IPARM or to make representations not strictly in accordance with the provisions of the policies and contract placed under the terms of this Agreement unless expressly authorized to do so by IPARM. Producer shall not make, alter or vary any terms of coverage, or modify terms of payment of any premium or deposit, or incur any liability for IPARM unless expressly authorized to do so by IPARM.

**Responsibility:** Producer warrants and represents that Producer is properly licensed to transact business as an agent or broker in accordance with the insurance laws, rules and regulations of each state in which Producer transacts business. Producer will maintain such license or licenses in good standing for the duration of this agreement and will furnish proof of such licensing upon request by IPARM. Producer will promptly notify IPARM of any suspension or cancellation action with respect to any of its license(s).

**Surplus Lines:** Producer shall not place an order with IPARM for any excess or surplus lines insurance unless Producer shall have first complied with any applicable state laws requiring the Producer to attempt to procure such insurance from insurers authorized to do business in the State of residence/domicile of the proposed Insured. The party responsible for the payment of surplus lines tax to the appropriate State shall be responsible for full compliance with all relevant surplus lines taxes, filing of affidavits, and providing the appropriate statutory and/or regulatory disclosure legends on all documents.

**Premium and Accounts:** Producer guarantees the full payment due IPARM of all premiums including deposit, earned, extension and adjustable premiums, fees, plus applicable state and local taxes, less commission, on every insurance contract bound or written for Producer pursuant to this Agreement. Producer shall be liable to IPARM for the payment of all premiums, fees and taxes whether or not collected by the Producer. IPARM shall not extend any credit to any client of Producer's without Producer's written permission. IPARM shall allow Producer, as commission, a percentage of the premium written at the rate agreed upon by IPARM and Producer from time to time. IPARM's billings may take the form of binders, invoices or statements. The net balance will be due and payable as indicated on such billings and may vary based upon the terms of issuing

company. Payment to IPARM is not contingent upon the production of a physical policy. Any credit extended to the Insured or other shall be at the sole risk and responsibility of the Producer.

**Funds Held In Trust:** Producer shall hold funds in a fiduciary account for business generated under this Agreement to the extent required by the insurance laws of each state in which Producer conducts business. Providing Producer is in compliance with all terms of this Agreement, Producer shall be entitled to any interest earned on said funds while so held by the Producer.

**Claims:** Producer shall notify IPARM promptly of any claims, suits, or notices of loss of which they become aware, and shall cooperate fully with IPARM and/or Insurer to facilitate the investigation and adjustment of any claim.

**Adjustable Premiums:** Notwithstanding anything to the contrary herein set forth, in the situation where premiums for a policy or policies which have been issued cannot be fully determined in advance and where an adjustment or determination is made by an audit, retroactive rating or by interim reports, premiums are fully earned and due at the invoice date as evidence by IPARM or Insurer invoice. Producer will make all reasonable efforts to collect amount due. Producer will be relieved of responsibility for premiums, so adjusted or determined, if Producer notifies IPARM in writing within 20 days after said invoice date, stating that Producer has made diligent efforts and is unable to collect such premiums and provided the Insurer releases IPARM of liability for such premium. A copy of the Producer's invoice to the Insured, as well as copies of correspondence pertaining to the collection, must be sent with this notification. Failure to give IPARM timely notice shall constitute Producer's acceptance of responsibility to pay such premiums. If commission would have otherwise applied to these adjustments, none will be allowed to Producer on Premiums collected directly by IPARM or Insurer under this provision.

**Direct Collections:** If after, the expiration of sixty (60) days from the date liability was assumed by the insurance carrier, IPARM has not received payment due for the applicable coverage, IPARM may, at its option, collect from the Insured the premium due. In the event IPARM collects the premium or any part thereof from the Insured, Producer shall not be entitled to any commission on the premium collected. Attempts by IPARM to collect from the Insured shall not relieve Producer of liability to IPARM except to the extent of the amount actually collected by IPARM from the insured, less the expense of such collection.

**Collection of Amounts:** In the event IPARM shall have to bring any action or proceeding to enforce collection of any amount due under the terms of this Agreement Producer agrees to pay all reasonable costs incident thereto, including reasonable attorney's fees, incurred by reason of such action or proceeding.

**Cancellation of Insurance:** IPARM will not recognize flat cancellations unless: (1) written evidence of coverage prior to the inception date of the contract for insurance is provided, and (2) such credit has been granted IPARM by its Insurer. Earned premium shall be computed and charged on every binder, policy or contract cancelled after the inception date in accordance with the cancellation provisions of the applicable contract and/or rules of the Insurer. If Producer does not make timely payment of any sums due IPARM, then IPARM may, without limitation of other remedies, initiate with Insurer to cancel the binder, policy or contract for non-payment. If coverage was bound by IPARM prior to said cancellation, all additional fees charged by IPARM for the entire policy term shall be earned upon binding. Producer hereby acknowledges that IPARM, or its Insurers, is under no duty to reinstate a policy if the policy is cancelled. Producer deposits made directly to IPARM, and the deposition of same by IPARM, for payment on a delinquent account will not constitute acceptance of these funds by IPARM, with regards to reinstating any policy being cancelled. Producer shall not accept from the Insured the late payment of premiums with prior knowledge that the policy for which the late premiums have been collected is cancelled.

**Unearned Commissions:** Producer shall be liable to IPARM and shall pay return commissions at the same rate as originally allowed to Producer for all return premium adjustments or cancellations, including return premium on cancellations ordered or made by the Insurer or

Finance Company. Such return commission shall be paid to IPARM by the date indicated on the billing document. If a return premium becomes due under any contract of insurance and IPARM has been issued a credit, or payment has been rendered, for such premium by IPARM's Insurer; IPARM will pay to Producer such return premium less the unearned portion of any commission previously retained by the Producer.

**Financed Premiums:** On all premiums, which have been financed, IPARM will remit payment for any return premium, less unearned commission, directly to the Finance Company unless otherwise specified. The ultimate liability of IPARM for payment to a Finance Company, Producer or Insured shall never exceed the amount of return premium less unearned commission developed. Producer agrees that Producer's relationship with the finance company is done at the option and sole risk of Producer. Producer assumes all responsibility for payment due to IPARM and/or Insurer whether paid by the finance company or not. Producer will hold IPARM harmless with respect to dispute between the finance company and Producer.

**Advertising:** Producer shall not cause any advertising referring to or using the name IPARM or 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 IPARM. In the event IPARM suffers a loss or expense arising out of any unauthorized advertisement, publication or statement of the Producer, the Producer shall be liable for and hereby agrees to indemnify to IPARM and hold IPARM harmless from all resulting damages, fines, penalties and costs.

**Waiver or Default:** Failure to IPARM or Producer to enforce any provisions of the Agreement or to terminate it because of a breach hereof shall not be deemed to be a waiver of such provisions or of any breach committed by IPARM or the Producer.

**Severability:** If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not be affect the validity or any other clause or provision, which shall remain in full force and effect. Each of the provisions of the Agreement shall be enforceable independently of any other provision unless expressed otherwise herein.

**No Responsibility or Guarantee:** Producer understands that IPARM assumes no responsibility toward any policy with regard to the adequacy, amount, or form of coverage and agrees to indemnify and hold IPARM harmless from any claim asserted against IPARM in correctly following the instructions of the Producer. IPARM is not an insurer and does not guarantee the financial condition of the Insurers with whom it may place risks. IPARM shall have no liability for non-payment of claims due to the insolvency of an Insurer, or otherwise, under contract of insurance placed by IPARM.

**Termination of Agreement:** This Agreement may be terminated immediately at any time by either party giving written notice to the other by certified mail, return receipt requested. This agreement will also terminate: (1) automatically, if any public authority cancels or declines to renew Producer's license or certificate of authority for cause, or (2) immediately, upon either party giving written notice to the other of termination or because of fraud, insolvency, failure to pay balances, or willful or gross misconduct, or (3) at IPARM's Option if there is a change in ownership control of Producer or a sale by Producer of the ownership rights to business placed through IPARM. All representation and obligations of the Producer and IPARM herein shall survive the termination of this Agreement.

After the date of termination of this Agreement, the Producer shall complete the collection and accounting to IPARM for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding policies of insurance, including but not limited to, return premium and return commission. Outstanding policies will be permitted to run to expiration.

**Errors and Omissions Coverage:** Producer now has and shall maintain insurance agent's Errors and Omission Coverage with a minimum policy limit of one million dollars (\$1,000,000) while this agreement is in force and will furnish proof of such coverage upon request by IPARM.

**No Re-brokering:** Producer shall not act as an underwriter or re-broker (double broker) for any application or policy underwritten pursuant to this Agreement without the express written consent of IPARM. Producer may pay a portion of its commission to its sub-producer.

**Hold Harmless:** Producer shall indemnify, defend and hold IPARM harmless from any loss, claim liability, damage and expense (including attorney's fees and expense of litigation) which IPARM may incur or suffer by reason of material inaccuracy of any representation or breach by Producer of any term, condition, or warranty contained in this agreement.

**Governing Laws:** This Agreement shall be deemed to have been made and performed in Passaic County, New Jersey and shall be governed by, and construed and enforced, in accordance with the laws of the State of New Jersey.

**Entire Agreement:** This Agreement constitutes the entire agreement between IPARM and Producer and supercedes and replaces any previous agreement between IPARM and Producer. Nor Oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing and executed by IPARM and Producer. This Agreement shall apply to current policies already placed by Producer and in force at the date hereof and all future policies, which may be placed by IPARM for Producer.

**Execution and Acceptance of Agreement:** Each Party who executes this Agreement acts in a representative capacity represents and warrants that he or she has the full right and power to execute this Agreement and to bind the entity or individuals on whose behalf he or she so signs. If the Producer is an individual, the individual must sign; if the Producer is a partnership, one of the partners must sign; if the Producer is a corporation of Limited Liability Company, and authorized officer or member must signs and indicate the title of such authorized officer or member. The parties hereto agree this Agreement shall not become effective until accepted by IPARM.

PRODUCER: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

Agreement Accepted and Effected by IPARM.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **IPA Risk Management, LLC**, a New Jersey Limited Liability Company having an address at 16-00 Pollitt Drive, Fair Lawn, New Jersey (hereinafter referred to as "**IPARM**") and \_\_\_\_\_, having an address at \_\_\_\_\_ (hereinafter referred to as "**Participant**").

**WHEREAS, Participant** is interested in evaluating a business proposal or other opportunity created by **IPARM** for investment, joint venturing, marketing, or business development purposes; and

**WHEREAS, IPARM** is willing to provide documents and information regarding its business proposal or other opportunity, subject to the restrictions contained in this Agreement.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, and for other good and valuable legal consideration, **Participant** hereby agrees as follows:

### **1. Confidential Information and Confidential Materials**

(a) "Confidential Information" means any information that **IPARM** designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidentiality Information includes but shall not be limited to: financial information; marketing plans; business plans; customer lists; advertiser lists; information pertaining to the business operations of **IPARM**; and any other information pertaining to the business, operations, finances, and employees of **IPARM**. Confidential Information includes verbal disclosures of information.

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without **Participant's** breach of any obligation owed to **IPARM**; (ii) became known to **Participant** prior to disclosure of such information to **Participant** by **IPARM**; (iii) became known to **Participant** from a source other than **IPARM** other than by the breach of an obligation of confidentiality owed to **IPARM**; or (iv) is independently developed by **Participant**.

### **2. Restrictions**

(a) **Participant** shall not disclose any Confidential Information to third parties except upon written consent of **IPARM**. However, **Participant** may disclose Confidential Information in accordance with judicial or other governmental order, provided **Participant** shall give **IPARM** reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) **Participant** shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. **Participant** may disclose Confidential Information only to **Participant's** employees or consultants on a need-to-know basis. **Participant** will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(c) **Participant** shall not develop on its behalf or on behalf of any other person any business, process, service or product which is the same or similar to or which incorporates in whole or in part any of the Confidential Information.

(d) Upon termination of this Agreement, all confidential information and copies thereof shall be returned to **IPARM** or destroyed, as **IPARM** shall direct.

### **3. Rights and Remedies**

(a) **Participant** shall notify **IPARM** immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by **Participant**, and will cooperate with **IPARM** in every reasonable way to help **IPARM** regain possession of the Confidential Information and prevent its further unauthorized use.

(b) **Participant** shall return all originals, copies, reproductions and summaries of Confidential Information at **IPARM's** request, or at **IPARM's** option, certify destruction of the same.

**4. Miscellaneous**

(a) All Confidential Information is and shall remain the property of **IPARM**. By disclosing information to **Participant**, **IPARM** does not grant any express or implied right to **Participant** to any patents, copyrights, trademarks, or trade secret information.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of **IPARM**, its agents, or employees, but only by an instrument in writing signed by an authorized officer of **IPARM**. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(c) Both parties hereto represent that the person signing on their behalf is authorized to enter into this Agreement and to bind said party to the terms of this Agreement.

(d) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of New Jersey, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of New Jersey.

(e) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(f) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(g) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

**5. Term**

(a) The terms and conditions of this Agreement shall remain in effect for two (2) years following its execution by both parties.

**IN WITNESS WHEREOF**, this Agreement is executed on the date first set forth above.

**PARTICIPANT:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please complete, sign and return **ORIGINAL AGREEMENT** along with the following:

Copy of your **INSURANCE** LICENSE issued by your state of residence.

Copy of your **E & O POLICY DECLARATIONS PAGE**.

Completed **CONFIDENTIAL PRODUCER PROFILE**.

Please check one" Corporation ( ) Partnership ( ) Sole Proprietorship ( ) LLC ( )

Federal Tax I.D Number: \_\_\_\_\_(SS Number if Individual)

Surplus Lines License Number \_\_\_\_\_(if applicable)