

# INSURANCE AGENCY AGREEMENT

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This Agreement is made between **Max** having its principal office at **san-frensico 5564 Lane California, Sans Frensico, 445598** referred to as the "Agent," "you" or "yours," and **Bascule Insurance Services, LLC** having its principal office at **826 Walnut St, Roselle Park, NJ 07204**, referred to as the "Company," "we," "us," or "our(s)".

We agree with you as follows:

## **YOUR AUTHORITY**

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### **Applications**

You may submit risks to the Company for its consideration as authorized in Exhibit A attached to this Agreement. These risks shall be located in states in which the Agent is duly licensed to operate. You may submit these risks, for our consideration, in writing or through our online underwriting platform; Canter. The Agent specifically has no right to bind the Company with respect to any coverage in the absence of specific authorization to bind from the Company.

### **Cancellations and Non-renewals**

We may cancel or non-renew any policy you place with us at any time, as permitted by law, at our discretion. We will notify you concurrently when we cancel a direct-billed policy or agent-billed policy for nonpayment of premium. We will notify you in advance when we cancel or non-renew a policy for reasons other than nonpayment. You may not cancel or non-renew policies we issue through you, without prior written approval from the Company.

## **YOUR RESPONSIBILITIES**

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In the conduct of our business, we will deal with each other in good faith, with loyalty, and honesty, and in accordance with the provisions of this Agreement and with any other procedures, rules, manuals, and underwriting guidelines of the Company, whether issued by means of directives, letters, procedural or underwriting manuals or otherwise.

You will submit to the Company promptly all Equine risks bound with us and all endorsements, cancellations, renewals and similar actions that affect or change a risk previously bound with us in accordance with the authority conferred upon you in this Agreement either in writing or through Canter. However, you may hold covered for Mortality risks which comply with the Hold Covered Provision attached as Exhibit B, pending approval by The Company provided that the Hold Covered Provision has been separately signed by both the Agent and the Company. The Agent agrees that it shall submit full details of all risks which have been held covered in accordance with Exhibit B within 72 hours (or 3 working days if such period includes a holiday or a weekend) of the commencement of the Hold Covered Period (as defined in Exhibit B).

The Agent may be eligible to issue a 30-day binder for coverage on our behalf upon an insurable interest being established with the agent, this may be via a phone note or in writing. The 30-day binder overrides the agent's responsibility under the 72-hour hold cover provision. The use, rules and format of the 30-Day binder is subject to prior approval by the Company. Once payment and/or further required documentation is collected by you, you will promptly request The Company to issue the policy (can be before 30 days)

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through Canter or otherwise. If the insured does not complete the required documents or submit payment within the 30 day period, the binder will automatically expire and no policy will be issued.



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# INSURANCE AGENCY AGREEMENT

You will make your financial and account records on our business available to The Company for inspection and audit upon our reasonable request.

You will report promptly to The Company or your preferred adjuster as agreed upon, all known or reported claims, losses, or notices thereof, made pursuant to the terms of any binder, certificate of insurance, or insurance policy issued by or on our behalf.

Comply with the laws and regulations applicable to its operation including, but not limited to, obtaining and maintaining appropriate licenses and keeping records of all transactions affecting business written on behalf of the Company, and all data protection and privacy laws

## **Premium Collection and Commissions**

You are responsible for collecting all premiums, fees and charges for business placed with the Company on agent-billed business and for holding them in a fiduciary capacity. At our request, you shall submit written evidence of your attempt to collect all amounts due to us. If, for any reason, you fail to collect premiums on agent-billed business, you must notify The Company within 5 days of the insured's due date to you and if The Company incurs expenses in the collection of these delinquent premiums, then you are subject to the forfeiture of your commission on that portion of agent-billed premiums you fail to collect, at our discretion.

## **Direct-Billed Business**

Any direct-billed premiums will be paid to The Company without deduction for your commissions. We will send you a statement and will send you a check or bank transfer each month for the amount of net commission due to you. We calculate commissions on the basis of gross premiums we received for your account the previous month, at the rates shown in the attached Exhibit A or as otherwise negotiated on a per risk basis.

## **Agent-Billed Business**

You shall remit to the Company all sums due to the Company, whether collected or not from the policyholder or a sub-producer, net of commissions, 35 days from the close of the business month as indicated by the Agency Account Billing Statement.

The Agency Account Billing Statement shall be provided to you by the 5<sup>th</sup> day of each month. You shall remit payment (whether or not collected by you), less your commission, no later than fifteen (15) days after the submission of the Agency Account Billing Statement.

## **Account Bill**

We reserve the right to change policy billing from agent-billed to direct-billed, on notice to you.

## **Other Responsibilities**

You are responsible for all of your expenses, unless we have authorized otherwise.

You will refund premiums to the client for Agency Billed accounts, including unearned commission, whenever a policy is amended or cancelled.

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You will obtain our prior written approval of any advertising, regardless of the medium of communication (electronic, written or otherwise) which includes reference to this Company, its parents, affiliates, or subsidiaries or any of their policies or services.

The Agent shall maintain a staff of competent and trained personnel and such supplies and equipment necessary to develop, produce and supervise the business covered by this Agreement.

Any policy forms or Company supplies we provide for your use are our property and must be returned to us or our authorized representatives promptly upon our request or upon termination of this Agreement.

You shall maintain insurance agent's errors and omissions liability insurance coverage with a minimum \$1,000,000 limit of liability, each claim and in the aggregate, or such other limit of liability as we may require. You must notify us immediately upon becoming aware that you have become ineligible for insurance coverage against claims for errors and omissions liability. Within ten (10) days after the effective date of this Agreement, you shall provide us with evidence of your errors and omissions insurance policy. The insurance agent's errors and omissions insurance policy shall be underwritten by an insurer satisfactory to us and shall state that thirty (30) days prior written notice will be given to us before cancellation or nonrenewal of coverage.

## **INDEMNITY, DEFENCE AND HOLD HARMLESS**

The Producer shall indemnify, defend and hold the Company harmless against any claims, liabilities or costs (including reasonable attorneys' fees and expenses) which the Company may pay as a result of loss to an insured or otherwise arising from or in connection with this Agreement, caused by or in any way relating to the acts or omissions of the Producer.

The Company shall indemnify, defend and hold the producer harmless against any claims, liabilities or costs (including reasonable attorneys' fees and expenses) which the Producer may pay as a result of loss to an insured or otherwise arising from or in connection with this Agreement, caused by or in any way relating to the acts or omissions of the Company.

## **CONFIDENTIALITY AND COMPUTER ACCESS**

You agree not to disclose to third parties without the Company's prior written consent, except as necessary to solicit, bind (when authorized), or to deliver insurance policies on the Company's behalf, and then only in conformity with the provisions of this Agreement, any of the Company's confidential and proprietary information.

In the event that you become aware of, or believe you may be subject to, a court order requiring the disclosure of any of the Company's confidential and proprietary information to a third party, you agree to provide the Company as much notice as possible so that the Company may, if desirable and at its own expense, intervene and seek a protective order or other appropriate relief from the court.

In the event that you become aware of the potential or actual unauthorized use or disclosure of the Company's confidential and proprietary information, you shall immediately notify and cooperate with us in taking any and all reasonable measures to prevent or minimize the unauthorized use or disclosure of such information.

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# INSURANCE AGENCY AGREEMENT

Your agreements and obligations under this Section will survive the termination of this Agreement.

## **OWNERSHIP OF EXPIRATIONS**

In the event of termination of this Agreement, the agent having promptly accounted for and paid over all amounts for which it is liable, the Producer's records pertaining to the business contemplated hereunder and its use and control of expirations shall remain the property of the Producer and be left in its undisputed possession; otherwise, all such records, use and control of expirations shall be vested in the Company.

## **TERMINATION**

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- (a) You or we may terminate this Agreement, subject to any regulatory requirements that apply, with or without cause, upon thirty (30) days prior written notice.
- (b) We may terminate this Agreement immediately, without prior written notice (unless otherwise specified), for the following reasons:
  - i. You become ineligible for, or fail to maintain and provide evidence of, the errors and omissions liability coverage required in the Your Responsibilities section of this Agreement.
  - ii. You fail to maintain for any reason any licenses required by law for purposes of producing the business contemplated by this Agreement.
  - iii. At our election, upon written notice to you, if you become insolvent, make an assignment for the benefit of creditors, or if you file a petition for relief under the United States Bankruptcy Code, as amended, or if a petition is filed against you, or if a trustee, receiver or other custodian of your assets is appointed, or if any public authority which has jurisdiction over you, issues an order of liquidation, rehabilitation, receivership or similar action against you.
  - iv. At our election, upon written notice to you, if you commit any of the following acts or omissions: fraud, gross negligence or willful misconduct (including willful misconduct or willful violation of any provision of this Agreement or any instructions given to you in connection with this Agreement, or any willful violation of any applicable insurance statute or regulation).
  - v. At our election, if you fail to perform any provision of this Agreement and you do not cure this failure within thirty (30) days after we give you notice of this failure.
  - vi. At our election, in the event of a breach of security of confidential or proprietary information.

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# INSURANCE AGENCY AGREEMENT

## **AFTER TERMINATION**

If, upon termination of this Agreement, you are entitled to the ownership, use and control of expirations and renewals, then we will continue policies for as long as required by law or until their normal expiration or anniversary date, whichever occurs first, subject to the following conditions:

- We are not obligated under this Section of the Agreement to continue in force or renew policies where prohibited by law or regulation.
- You will try to replace all policies with other insurers. For Company direct-billed business, at your request, we will notify all clients of our intent not to renew their policies.
- We reserve all of our rights to cancel or non-renew policies for nonpayment of premiums or for underwriting reasons.
- For policies continued in force or renewed after the cancellation of this Agreement, you will continue to be our authorized representative, subject to all the conditions of this Agreement. However, you may not bind any new risk, renew any policy, or increase or extend the term of our liability under any policy.

## **PROFIT SHARING**

If profit sharing is applicable to this Agreement, the profit sharing terms and conditions are attached as Exhibit D to this Agreement. Each signed Exhibit D is only valid for policies with effective dates within a one-year period of time.

## **REVISION OF THIS AGREEMENT AND EXHIBIT A**

Neither this Agreement nor any amendments nor terms thereto may be changed, waived, or discharged except by written agreement between the Producer and the Company.

In the event a court of competent jurisdiction modifies any provision of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect and the modified provision shall be abided by the parties as so modified by the court. The invalidity or unenforceability of any term or provision, or any clause or portion thereof, of this Agreement in no way impairs or affects the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

## **ENTIRE AGREEMENT**

This Agreement, together with the Exhibits attached, and any written instructions which may be amended or changed from time to time, constitute the entire agreement between you and us, and replace all previous agreements, whether oral or written, between you and us. However, this Agreement does not affect indebtedness under the conditions contained in previous oral or written agreements.

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# INSURANCE AGENCY AGREEMENT

## **AGENT AS INDEPENDENT CONTRACTOR**

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The Agent shall be considered an independent contractor and not an employee of the Company for any purpose.

## **APPLICABLE LAW AND JURISDICTION**

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This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey without regard to principles of conflicts of law or choice of law. Except as set forth in the Arbitration Provision of this Agreement, any disputes arising under this Agreement, including but not limited to actions to compel arbitration or to enforce an arbitral award, shall be subject to the exclusive jurisdiction of the United States District Court for the District of New Jersey.

## **NOTICES**

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Any notice you or we give or are required to give under this Agreement shall be given in person, by electronic mail, by facsimile, by registered mail, or by certified mail, return receipt requested to the individual named at the address set forth below or to an individual and address as you or we may later designate in writing:

### **If to the Company:**

Bascul Insurance Services, LLC

P.O Box 2502  
Westfield, NJ 07204

Attn: Sarah Moore  
Phone: 646-921-1220  
Email: sarah.moore@basculuw.com

### **If to the Agent:**

Max Smith

san-frenisco 5564 Lane  
California, Sans Frenisco, 445598

## **ASSIGNMENT**

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You may not sell, assign, or transfer any of your obligations under this Agreement.

## **CHANGE OF OWNERSHIP OR MANAGEMENT**

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You shall provide us with written notice of any merger or acquisition of your Agency with a non-affiliated party in which you are not the surviving entity as soon as reasonably practicable, but in no event later than sixty (60) days after the date of such merger or acquisition. In the event of any such merger or acquisition, we reserve the right to immediately terminate this Agreement at our sole discretion.

## **EFFECTIVE DATE**

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This Agreement shall be effective as of 20-09-1999

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# INSURANCE AGENCY AGREEMENT

## **SEVERABILITY**

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If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall still be valid and enforceable.

## **CONFORMITY TO LAW**

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Any portion of this Agreement that is found to be in contravention of applicable statute or regulation shall, without further action by the parties, be deemed modified to the extent necessary to conform to such statute or regulation.

## **SECTION HEADINGS**

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The section headings used in this Agreement are for reference and convenience only and shall not affect the interpretation of this Agreement.

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# INSURANCE AGENCY AGREEMENT

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Signed by us, the Company, and accepted by you, the Agent, on the date shown below.

**Max**

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Agent

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Signature

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Typed Name and Title:

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Date:

**Bascule Insurance Services, LLC**

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Signature

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Typed Name and Title:

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Date:



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## Exhibit A - Classes of Business

**Effective: 20-09-1999**

You may receive applications for the classes of business shown below, and submit them to The Company for approval. Your commissions will be as indicated or as individually negotiated.

Class of Business	Rate of Commission
Equine Insurance	As negotiated but not to exceed __20_%

Signed by us, the Company, and accepted by you, the Agent, on the date shown below.

**Bascule Insurance Services, LLC**

**Max**

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title:

\_\_\_\_\_  
Typed Name and Title:

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Date:

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Date:

## **Exhibit B**

Bascule Insurance Services, LLC ("The Company") and  
Max ("The Agent")

The Agent is permitted to hold covered, on behalf of the Company, for a period of not more than 72 hours the "Hold Covered Period"), any business that satisfies the criteria detailed in the Rating Schedules attached at Exhibit C, at the rates specified in that Exhibit C, subject to the following:

- 1) The Agent may only hold covered in respect to the following coverages:
  - a. All Risk of Mortality including Theft
  - b. Major Medical, Medical Assistance, Emergency Colic Surgery, Colic Coverage and Surgical coverages.
- 2) The Agent must have written evidence of an insurable interest, before any hold coverage provision is effective.
- 3) The sum insured of any individual animal must not exceed USD250, 000 representing a 100% ownership interest.
- 4) No Stallion shares must be held covered; and
- 5) The Agent may only hold covered those horse(s) aged between 90 days through to 15 years inclusive.

Continued coverage at the expiry of the Hold Covered Period is subject to the receipt of an application form and health documentation satisfactory to Underwriters.

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