

ERIA

Licensed thru DGP-Miles Insurance Agency, Inc.

RETAIL BROKERAGE AGREEMENT

Agreement, made on this ____ day of _____, ERIA, licensed thru DGP-Miles Insurance Agency, Inc., with principal offices at Three School Street, Taunton, MA 02780 (hereinafter referred to as "DGP") and _____, with principal offices at _____ (hereinafter referred to as "PRODUCER") hereby agree to the following terms:

WHEREAS, the PRODUCER warrants that PRODUCER holds an Insurance License issued by the state of _____ currently valid and in force, and,

WHEREAS, the PRODUCER desires DGP to place risks of PRODUCER'S clients (hereinafter referred to as the "INSURED") with and for acceptance by insurance concerns with whom DGP transacts business.

WHEREAS, DGP agrees to allow the PRODUCER a commission (which shall be agreed by the parties at the time such risks are placed) on such business if and when placed by the parties hereto:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. PRODUCER RESPONSIBLE FOR PAYMENT OF PREMIUM

PRODUCER shall be primarily liable to DGP for the full amount of the premium and applicable state taxes, less PRODUCER'S commission on every insurance contract placed for PRODUCER. DGP will invoice PRODUCER on each risk where coverage is effective at the request of the PRODUCER. Such invoice will be due and payable as indicated in the invoice and in no event are premiums to be remitted later than the 20 days after the effective date of such contract. PRODUCER agrees that payment of any minimum earned premium required by the issuing company will be the responsibility of the PRODUCER. PRODUCER shall be and remain liable to DGP for all earned premiums. Any credit extended to the INSURED shall be the sole risk and responsibility of PRODUCER.

2. DIRECT COLLECTION

If, after the expiration of sixty (60) days from the date liability was assumed by the insurance carrier, DGP has not received the amount due it, DGP may, at its option, collect from the INSURED the premium due. In the event DGP collects the premium or any part thereof from the INSURED, PRODUCER shall not be entitled to any commission on the premium so collected. Attempts by DGP to collect from the INSURED shall not relieve PRODUCER of liability to DGP except to the extent of amounts collected by DGP from the INSURED, less expense of such collection.

3. FLAT CANCELLATIONS

No insurance contract may be returned to DGP by PRODUCER for flat cancellation unless it is returned prior to the inception, or effective date, of the contract. Earned premium shall be computed and charged on every contract cancelled after inception in accordance with the cancellation provisions of such contract.

4. UNEARNED COMMISSIONS

PRODUCER AGREES TO REFUND TO DGP unearned commissions on all business placed with DGP on cancelled policies, or reduced premiums at the same rate at which such commissions were originally allowed PRODUCER. Such refund shall be paid to DGP and paid by the due date indicated on the billing invoice.

5. AUDITABLE POLICIES

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 of determination after a specific time period by audit or otherwise shall have been made, then the amount of such additional premium due shall be paid by the PRODUCER to DGP and paid by the due date indicated on the billing invoice. If premiums resulting from audits are, after diligent collection effort, determined by PRODUCER TO BE uncollectible, PRODUCER shall notify DGP immediately upon such determination. If DGP is allowed by contract to receive credit from the issuing company and concurs that diligent effort has been made by the PRODUCER, the Producer's account will be credited accordingly. PRODUCER shall not be entitled to commission on premium subsequently collected.

6. NO BINDING AUTHORITY

The parties hereto agree that in no event, nor under any circumstances whatsoever, shall this Agreement ever be interpreted or construed to the effect that the PRODUCER may bind DGP or any company or underwriter represented by DGP.

7. NOTICE OF EXPIRATION AND RENEWAL REQUESTS

DGP shall be under no obligation to give PRODUCER advance notice of expiration of any policies of insurance which PRODUCER procures through DGP.

8. OWNERSHIP OF THE BUSINESS

The parties agree that in the event of termination of this Agreement, the PRODUCER's records and use and control of expirations shall remain the property of the PRODUCER, provided the PRODUCER has accounted for and paid over all premiums for which he is or may be liable.

9. OTHER AGREEMENTS

It is specifically understood and agreed that notwithstanding anything to the contrary herein set forth, this Agreement shall not be interpreted or construed so as to:

- (a) Prevent the PRODUCER from executing other similar agreements with competitive markets.
- (b) Compel DGP to accept or place all or any of the business offered to it by the PRODUCER.

10. HOLD HARMLESS

The PRODUCER shall indemnify and hold DGP harmless against any claim, liabilities or costs (including attorney's fees and expenses) which DGP may become obligated to pay as a result of loss to INSUREDS caused directly or indirectly by an error or omission of the PRODUCER. In addition, DGP shall indemnify and hold the PRODUCER harmless against any claims, liabilities or costs (including attorney's fees and expenses) which PRODUCER may become obligated to pay as a result of loss to INSUREDS caused directly or indirectly by an error and omission of DGP in the processing of any business placed and/or attempted to be placed by DGP for PRODUCER.

11. INSURANCE & LICENSING

PRODUCER hereby agrees to obtain and maintain, at all times during the term of this Agreement, errors and omissions coverage for itself and it's agents, solicitors, servants and employees in an amount not less than \$1,000,000 and with a carrier with an AM Best rating of A- or higher. A copy of the relevant errors and omissions policy or confirmation of coverage shall be submitted to DGP annually and PRODUCER shall not discontinue such coverage without providing DGP thirty (30) days prior written notice of such action. Any failure to provide such notice or to maintain such insurance shall be deemed to be a material breach of this Agreement entitling DGP to indemnification for any damages caused thereby as set forth above.

PRODUCER warrants that it is properly licensed to sell insurance in its state of domicile, and all other states in which PRODUCER sells insurance, and agrees to act in compliance with all laws and regulations regarding placement of insurance with admitted and/or non-admitted insurance companies in each such state. PRODUCER will provide DGP with a copy of Producer's current insurance license and will immediately notify DGP of any suspension, revocation or termination of this license.

12. CURRENT POLICIES INFORCE

This agreement shall apply to current policies already placed and inforce at the date hereof and all future policies which may be placed by DGP for PRODUCER and to any outstanding debt on policies which were placed by DGP for PRODUCER and to any outstanding debt on policies which were placed by DGP for any entity acquired by PRODUCER. This agreement may be cancelled at any time, subject to the terms and conditions of Section 15 below. However, said cancellation shall not alter in any way the continued application of this agreement to insurance policies effected prior to the date of such cancellation.

13. ACCEPTANCE OF AGREEMENT BY DGP

The parties hereto agree that this Agreement shall not become effective until accepted by DGP. The parties agree that this Agreement contains all of the contractual arrangements existing between them relative to the brokerage relationship, and all other written or oral arrangements are deemed to be merged herein. Amendments to this Agreement must be in writing and signed by the parties hereto.

14. MODIFICATION OF THIS AGREEMENT

This Agreement may not be changed or modified except in writing and signed by the parties hereto.

15. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time, by either party, upon ten (10) days written notice to the other party. Such termination, however shall in no event affect the respective rights or liabilities of either party accruing up to the date of termination.

16. ASSIGNMENT

Assignment by the PRODUCER of rights and obligations under this Agreement, shall not be valid unless and until DGP has given its written authorization to such assignment.

17. CONFORMITY OF STATE

Any portions of this Agreement that are not in conformity with state or local laws are hereby amended to conform to those laws; however, this does not abrogate the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

PRODUCER NAME:

FEDERAL TAX ID #:

SOCIAL SECURITY NUMBER:
(if individual)

SIGNATURE:

AGENT'S LICENSE NUMBER:

TITLE:

SURPLUS LINES LICENSE #:

WITNESS:

DATE EXECUTED:

ERIA

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RETAIL BROKERAGE AGREEMENT

AGREEMENT ACCEPTED AND EFFECTED BY DGP this _____ day of _____ 2011

BY: _____

NAME: _____

TITLE: _____
