

Gladius Insurance Services, LLC.

BROKERAGE AGREEMENT

This Document must be completed in FULL before we can process any further business.

1. Name on License: _____
(DBA): _____

2. Mailing Address: _____

3. Location Address: (If more than one office, please indicate each on a separate sheet of paper):

4. Phone Number: (____) _____

5. Fax Number: (____) _____

6. E-Mail Address: _____

7. Web-Site: _____

8. Is Agency owned by:

• Individual: Name: _____

Home Address: _____

Home Phone No.: (____) _____

Social Security No.: *If Income Taxes are reported under another number, please supply the proper tax identification Number:

#: _____

• Corporation: Federal Tax I.D. No.: _____

9. Date Agency established: _____

10. License Information: Agency/Broker () Yes () No Surplus Lines: () Yes () No

11. Do you have E&O Coverage: () Yes () No

Please Attach a Current Copy of Your License and E&O Verification

12. Trust Account/Bank Name: _____ Account No: _____
Address: _____

13. Agency estimated total annual premium written: \$ _____

Commercial Lines: \$ _____

Personal Lines: \$ _____

Surety Lines: \$ _____

14. Form Completed by: _____ Date: _____

It is agreed that the terms of agreement shall apply to all business by the insurance agency identified below and its representatives (hereinafter referred to as Broker) and Gladius Insurance Services, LLC. (hereinafter referred to as Gladius Insurance Services, LLC.)

Gladius Insurance Services, LLC. is a Managing General Agent and has access to certain insurance companies or markets which the Broker does not have direct access to and Gladius Insurance Services, LLC. agrees to use such markets, at its sole and absolute discretion, to place business for the Broker.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by Broker and Gladius Insurance Services, LLC., Broker and Gladius Insurance Services, LLC. agree to the following:

I. Authority

- a. The Broker represents the insurance applicant or insured and does not represent Gladius Insurance Services, LLC. or any insurance company or market of Gladius Insurance Services, LLC. As such, the Broker has no authority either in his/her or its own name or in the name of Gladius Insurance Services, LLC. or any insurance company or market of Gladius Insurance Services, LLC. to bind or commit Gladius Insurance Services, LLC. or any insurance company or market of Gladius Insurance Services, LLC. to coverage or to change, alter or amend coverage or policy terms or conditions unless first approved and given authority to do so by Gladius Insurance Services, LLC. in a writing signed by Gladius Insurance Services, LLC.
- b. Nothing Contained herein shall create the relationship of employer and employee or any partnership, joint venture or any other relationship between Broker and Gladius Insurance Services, LLC. and it is agreed and understood that no such relationships exists.
- c. Gladius Insurance Services, LLC. is under no obligation to write or place insurance for any specific risk submitted by the Broker.

II. Commissions, Premium and Accounting

- a. The Broker hereby guarantees all premiums due to Gladius Insurance Services, LLC. on all insurance placed through Gladius Insurance Services, LLC. under this Agreement or any Addendum's to this Agreement.
- b. The Broker agrees to pay monies to Gladius Insurance Services, LLC. when due for all premiums, applicable taxes, brokers, and policy or reinstatement fees invoiced by Gladius Insurance Services, LLC.
- c. The Broker also agrees to return all unearned commission to the insured or premium finance company (whichever is applicable) when due.
- d. In the event Gladius Insurance Services, LLC. is forced to undertake collection action by way of a lawsuit, through a collection agency or otherwise as a result of the Broker's failure to timely pay and remit monies for premiums, applicable taxes, brokers, policy or reinstatement fees when due and owing, Broker agrees to pay all collection charges and costs incurred in connection with any such action.
- e. Commissions that are payable to the Broker will be specified on each individual risk by Gladius Insurance Services, LLC. and are subject to change by Gladius Insurance Services, LLC. on a risk by risk basis.

III. Uncollectible Audit Premiums

- a. If after diligent effort by the Broker, and interim or final additional premiums developed by audit or under reporting form policies cannot be collected by the Broker, then Gladius Insurance Services, LLC. may undertake collection if, in its sole discretion, if it determines to do so and relieve Broker from any further responsibility for such premiums, provided:
 - i. The Broker notifies Gladius Insurance Services, LLC. within thirty (30) days of the initial billing date of such items.
 - ii. The Broker forwards copies of all writings (including, without limitation, correspondence, invoices and accounting records) relating to the collection efforts made by the Broker; and
 - iii. The Broker waives any right to and no commission shall be paid to the Broker on such premiums collected by Gladius Insurance Services, LLC.

IV. Ownership of Accounts

- a. Gladius Insurance Services, LLC. expressly recognizes the ownership of the insurance business, the ownership of renewals and the right to market such renewals belonging to and is property of the Broker. However, in the event the Broker fails to properly account for and pay all premiums due to Gladius Insurance Services, LLC. in accordance with the terms of this Agreement, the ownership and control of such business shall rest with Gladius Insurance Services, LLC. if it so chooses by notifying the Broker in writing.

V. Insurance and Indemnity

- a. The Broker represents and warrants that he/she or it is complying with all applicable codes, statutes and regulations and that he/she/it is duly licensed to conduct the business that is the subject of this Agreement.
- b. The Broker agrees to indemnify and hold Gladius Insurance Services, LLC. harmless for any claim or loss or demand for damages which is, are or are alleged to be the result of any act, error or omission of or by the Broker or any employee, agent, representative or sub-producer of the Broker; provided such claim, loss or demand was not solely caused by the sole negligence of Gladius Insurance Services, LLC.

VI. Termination of Agreement

- a. Either party may cancel this Agreement at any time by the giving of written notice to the other party at the last business address of such party. In the event that either party cancels this Agreement it shall still apply and remain effective with respect to all business written prior to such cancellation.
- b. Any change to this Agreement may only be made in writing and is not effective unless agreed to, in writing, signed by an authorized officer of Gladius Insurance Services, LLC.

VII. Agreement to Receive Advertising Material

- a. The Broker agrees to receive advertising material and announcements for Gladius Insurance Services, LLC. on a periodic basis. This advertising material and announcements may be sent via U.S. Mail, Facsimile Broadcast or by E-Mail.
- b. Gladius Insurance Services, LLC. agrees to discontinue sending periodic advertising material upon Gladius Insurance Services, LLC.'s receipt of a written request from the Broker to do so.

This Agreement constitutes all agreements between the Broker and Gladius Insurance Services, LLC. and supersedes all previous agreements, if any.

Broker Signature

Printed Name & Title

Date

Gladius Insurance Services, LLC.

By: John Baccarella
Its: President

Date