



POINTSURE™

INSURANCE SERVICES

BROKER'S AGREEMENT FOR:

POINTSURE INSURANCE SERVICES, INC., a Washington corporation; and its subsidiaries, including but not limited to, **BLACK/WHITE & ASSOCIATES OF NEVADA**, a Nevada corporation; **BLACK/WHITE & ASSOCIATES, INC.**, a Texas corporation; **BLACK/WHITE ROCKRIDGE INSURANCE SERVICES, INC.**, a California corporation; and their successors and/or assigns (collectively referred herein as "PS"), and

PRODUCER:

Please enter legal name & specify type of organization (Corporation /Sole proprietorship/Partnership/Limited Partnership/other)

WHEREAS, PS is organized for the purpose of placing risks of insurance including excess and surplus lines; and

WHEREAS, Producer, a duly licensed agent or broker in his/her/its state of domicile and subject to the requirements imposed upon Producer by law in the jurisdiction(s) within which Producer is authorized to write, wishes to place contracts of insurance with insurers represented by PS and to utilize the underwriting facilities, knowledge, and services of PS.

NOW, THEREFORE, PS and Producer mutually agree to the terms and conditions of this Broker's Agreement (the "Agreement") as follows:

- 1. Ownership of the Business.** Producer is the independent owner of the insurance business subject to this Agreement. Producer is acting as a broker for applicants and on the applicants' behalf, not as an agent or representative of PS for any purpose. Producer further represents that Producer is the direct and only representative of the insured and is not acting in the capacity of a wholesaler, or the like, on behalf of another producer. This Agreement does not grant or delegate any binding authority to Producer or the right to make any changes in the terms or conditions of any policies issued through PS.
- 2. Commission.** PS shall pay Producer commissions on earned, collected premium at rates agreed upon by PS and Producer on a risk by risk basis. Producer shall pay PS a return commission at the same rate on any return premium, including return premiums on cancellations ordered or made by insurers. Producer shall remit deposits to PS according to the terms specified in the policy quotation. Provided that all premiums, fees, taxes, or unearned commissions are fully collected and paid as herein agreed, Producer shall retain full ownership and control of all expirations.
- 3. Premium and Accounts.** Producer shall accept PS's billings, which may take the form of invoices, statements, or similar communications. Producer agrees that the net balance due as shown on the billing shall be the settled amount as written therein, whether or not that balance has been collected by Producer. Any credit extended to the insured or others shall be at the sole risk of Producer. Producer accepts full and entire responsibility for the collection and payment of all premiums (including minimum earned premiums), counter signature fees and resulting charges required by any state, as well as any other applicable fees and taxes; and agrees to make full payment of such to PS. **Producer understands and agrees that the business of PS is dependent on maintaining a good credit relationship with its various underwriters and that failure to pay upon the demand of PS or PS's carrier poses great harm and may result in damages to the business of PS.** Therefore, regardless of whether Producer agrees that such payments should be made, Producer acknowledges and agrees that it will make such payments and, if made in protest, that Producer shall seek resolution at a later date.
- 4. Cancellation of Insurance.** Notwithstanding anything to the contrary in this Agreement, PS shall have the right, at its sole discretion, to cancel any binder, policy, or contract of insurance issued under this Agreement in accordance with the cancellation provisions of such binder, policy, or contract. Producer shall not be entitled to a credit for any flat cancellation unless such credit has been granted to PS by its carrier. Without exception, if coverage is bound by PS, a charge shall be made in accordance with the policy terms and all fees for the full policy term shall be fully earned on the effective date of coverage.
- 5. Claims.** Producer shall immediately notify PS of all claims, suits, and notices of loss.
- 6. Advertising.** Producer shall not insert any advertisement referring to PS or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of PS. In the event PS suffers a loss or expense arising out of such unauthorized advertisement or publication of Producer, Producer shall be liable for all resulting damages and costs, including attorneys' fees.
- 7. Compliance.** Producer warrants and represents that it is in compliance with and will remain in compliance all applicable laws, regulations and rules governing the conduct of the business which is the subject of this Agreement. Without limiting the generality of the foregoing, Producer agrees to advise PS if Producer or one of Producer's officers, partners, principals, owners, employees or producers is, or has been, convicted of a federal or

state felony crime involving dishonesty or breach of trust. Producer acknowledges and agrees that Producer will maintain the security, confidentiality, and integrity of all nonpublic personal information obtained by Producer in connection with this Agreement with PS, and that Producer has implemented all appropriate measures reasonably necessary to comply with all federal and state laws, regulations and rules where applicable to Producer in any jurisdiction in which Producer is engaged in business. Producer shall disclose to each prospective insured all applicable commissions or other compensation payable by PS to Producer in connection with policies written under this Agreement if such disclosure is required by (i) applicable law, regulation or rule; or (ii) Producer's fiduciary or other duties to the prospective insured. Such disclosure shall be in writing, reasonably complete and understandable, and, if applicable, in the form required by applicable law. Such disclosure shall be made reasonably prior to the time that the prospective insured elects to purchase an insurance policy or contract placed through PS.

8. **Funds Held in Trust.** Producer shall maintain funds held in trust for business generated under this Agreement in accordance with the insurance laws, regulations and rules of the state in which it is duly licensed to transact insurance. Producer may maintain these funds in an authorized interest bearing account; provided, however, that if Producer maintains such funds in such an account, Producer shall promptly notify PS of the institution and the type of account and/or instrument in which the funds are held.

9. **Termination.** This Agreement may be terminated at any time by a Party's giving of thirty (30) days advance written notice to the other Party; however, such termination shall not alter the continued application of this Agreement to insurance policies effected prior to the date of such termination. After the date of termination of this Agreement, unless otherwise stipulated at the option of PS, Producer shall complete collections and account to PS for all premiums, commissions, and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurance policies.

10. **Indemnification.** Producer hereby agrees to indemnify and hold harmless PS and PS's officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses, including legal expenses and costs and reasonable attorney's fees, that might directly or indirectly result from or arise out of any actual or alleged negligent or other act or omission of the Producer, its officers, directors, agents or employees. PS hereby agrees to indemnify and hold harmless Producer and Producer's officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses, including legal expenses and costs and reasonable attorney's fees, that might directly or indirectly result from or arise out of any actual or alleged negligent or other act or omission of PS, its officers, directors, agents or employees.

11. **Errors & Omissions Insurance Coverage.** Producer agrees to obtain and maintain Errors & Omissions insurance coverage from an approved carrier with limits of liability of not less than \$1,000,000. Producer further agrees to provide evidence of Errors & Omissions insurance coverage when this Agreement is executed and within thirty (30) days of the policy's renewal. Evidence shall be in the form of a certificate of insurance issued to PS in which the Insurer agrees not to cancel such coverage without thirty (30) days prior written notice.

12. **Certificates of Insurance.** PS does not issue, review or approve certificates of insurance issued by the Producer on any coverages placed through PS.

13. **General Provisions:**

a. **Binding on Successors.** Subject to any restrictions stated in any other provision of this Agreement restricting transfers, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

b. **Entire Agreement.** This Agreement and the documents expressly referred to in this Agreement contain the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior oral or written understandings and agreements.

c. **Amendments.** No provision of this Agreement may be changed, waived, modified, discharged, or terminated except by a written instrument executed by Parties hereto.

d. **Severability.** If any provision of the Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

e. **Arbitration and Attorneys' Fees.** Any dispute or controversy arising under, out of, or in connection with this Agreement shall be resolved by binding arbitration conducted in Seattle, Washington in accordance with the rules of the American Arbitration Association. In any arbitration or court proceeding to enforce any arbitration award made pursuant to this Section, the prevailing Party shall be entitled to recover from the other Party its attorneys' fees and costs.

f. **Waiver.** Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

g. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

h. **Assignment.** Producer may not assign or transfer this Agreement or any right, benefit, duty or obligation accruing under this Agreement without the prior written consent of PS.

i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

j. Notices

If to PointSure:
Attention: Craig A. Pankow, President
1501 4th Avenue, Suite 2650
Seattle, WA 98101

If to Producer:
Contact Name: _____
Mailing Address: _____
City, State Zip: _____
Phone: _____ Fax: _____
Email: _____

IN WITNESS WHEREOF, the Parties hereto have set their signature below.

POINTSURE INSURANCE SERVICES, INC.,
on behalf of itself and its subsidiaries

PRODUCER

By: _____
Signature and Title

By: _____
Signature and Title

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

Instructions:

1. In order to provide both Parties with an original copy, please complete, sign, and return by mail both copies. Upon receipt, a PointSure representative will sign both and return one copy to you.
2. Please enclose a copy of your E&O Policy declaration page and add PointSure as a certificate holder to your E&O Policy.
3. Please enclose a copy of your insurance license.
4. Please enter your Federal Tax I.D. Number: _____.
5. Please enclose your completed Producer Survey and Profile.
6. Please mail the requested documentation to:

PointSure Insurance Services, Inc.
Attn: Don Thomas
Vice President, Operations
PO Box 2045
Seattle, WA 98111-2045

7. If you have any questions, please contact Don Thomas at 702.856.0924 or toll-free at 888.636.1575.

Your appointment is not complete until all of the above documentation is received. Thank you.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

POINTSURE INSURANCE SERVICES, INC., a Washington corporation; and its subsidiaries, including but not limited to, **BLACK/WHITE & ASSOCIATES OF NEVADA**, a Nevada corporation; **BLACK/WHITE & ASSOCIATES, INC.**, a Texas corporation; **BLACK/WHITE ROCKRIDGE INSURANCE SERVICES, INC.**, a California corporation; and their successors and/or assigns (collectively referred herein as "PS")

MARKETING CONSENT FORM

PS sends informative faxes and emails about new products and services to our producers. We believe these correspondences are a vital part of keeping you informed of products and services that you may need. We wish to have your consent to continue to send these informative faxes and emails.

Agency Name: _____

Key Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Email Address: _____

Telephone Number: _____

Fax Number: _____

I understand that by providing our mailing address, email address, telephone number and fax number, I consent to receive communications sent by on behalf of PS and their subsidiaries and affiliates via regular mail, email, telephone or fax.

Signature: _____ Title: _____

Date: _____