



GMI Insurance Services
P.O. Box 701
Valley Forge, PA 19482
1-800-722-3229

INSURANCE BROKER AGREEMENT

This Insurance Production Agreement (hereafter "Agreement"), effective _____ by and between G.M.I.N.A., Inc. a Pennsylvania corporation, ("GMI"), and _____ ("Producer"), a _____ corporation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and intending to be legally bound, the parties hereto agree as follows:

Licensing

Producer hereby warrants to GMI that it is properly licensed to transact business as an insurance producer in accordance with the provisions of its state of commercial domicile and any state in which it transacts GMI business.

Authority

Unless otherwise required by state law to act as an agent, Producer acts solely as the agent or broker for an applicant for insurance with GMI and not as an agent of GMI. If Producer is placing business with GMI that has been directed to it by another legally established insurance producer, Producer accepts full responsibility for that submission as if it were the originator of such placement. Producer does not have binding authority or any authority to act on behalf of GMI pursuant to this Agreement, except to the limited extent required by the law of any state in which Producer is licensed. GMI does not grant or delegate any authority to Producer by this Agreement, except to place business with GMI.

Insurance

Producer agrees to maintain professional liability insurance coverage in the amount of not less than \$1 million throughout the term of this Agreement with an insurer with an rating from A.M. Best of A or greater and shall provide to GMI appropriate evidence of such insurance upon execution of the Insurance Production Agreement.

Commissions

GMI agrees to pay commissions applicable at the time the insurance application is accepted by GMI, provided that all premiums, fees, taxes, or unearned commissions are fully paid. Producer shall retain full ownership and control of all expirations.

Producer agrees to pay to GMI a return commission on all return premium adjustments at the same rate that was originally applied to such coverage within thirty (30) days. Producer understands that GMI, without limitation of its other rights and remedies, reserves the right to cancel any policy for non-payment of premium.

Responsibility of Producer

It is the responsibility of Producer to inform GMI as to the type and amount of insurance coverage to be considered for quotation and to maintain any documentation required by GMI to support the quotation. GMI assumes no responsibility toward Producer, any insured, subsidiary, or any other party, with regard to the adequacy, amount, or form of coverage obtained through any insurance carrier.

Producer understands that GMI, in providing insurance coverages hereunder, must rely upon the accuracy of information provided to it by the insured directly and/or through Producer. It is the responsibility of Producer to disclose to GMI the existence of any conditions that Producer knows or reasonably should be aware of that may affect the insurability of the insured.

Producer agrees to not publish or distribute any advertising, circulars, or other materials, electronic, written, or otherwise, referring to GMI or its affiliates or containing the GMI companies name or logo without first securing the written approval of GMI.

Reciprocal Indemnification

Producer will indemnify GMI, or its officers and employees, against all claims (and associated expenses) brought by an insured or any third party against GMI based upon or arising out of the servicing of an insured's account by Producer and/or Producer breach of this Agreement, including without limitation any costs, claims, losses or damages that are incurred directly or indirectly as a result of any violation or alleged violation of any law or regulation by Producer or any sub-producer acting through Producer except to the extent that such claims are based upon the negligence of GMI, or its officers and employees.

GMI will indemnify Producer, or its officers and employees, against all claims (and associated expenses) brought by an insured or any third party against Producer based upon or arising out of GMI's servicing of an insured's account and/or GMI's breach of this Agreement, except to the extent that such claims are based upon the negligence of Producer, or its officers and employees.

Relationship of the Parties

Producer is an unrelated party to GMI, is acting as an independent contractor under this Agreement, and is not an agent or employee of GMI, except as defined in this Agreement.

GMI is acting in its own right and business under this Agreement and not on behalf of any of its parent or sister companies, directors, officers, employees or agents, none of whom shall have any liability hereunder.

Applicable Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

Producer consents to the exclusive jurisdiction of the state or federal courts of the Commonwealth of Pennsylvania in any and all actions of any kind under this Agreement.

If any provision of this Agreement should be invalid under or in conflict with current, valid and applicable laws of any state, those laws will control, but in all other respects the remainder of the Agreement will not be affected.

Complete Agreement; Termination

This signed Agreement incorporates all previous and contemporaneous discussions, representations, understandings, and agreements between the parties (if any) with respect to the placement of insurance business with GMI. No verbal or other statements, inducements, or representations have been made to or relied upon by Producer. The terms and conditions expressed in this Agreement shall not be altered except in writing, signed by an authorized officer of Producer and an authorized officer of GMI.

Producer agrees to notify GMI in writing within seven (7) days after any sale, transfer or other substantial change of its ownership or management. Producer may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest in this Agreement without GMI's prior written consent.

Either party may terminate this Agreement at any time on 30 days notice. This Agreement shall terminate automatically, however, if any public authority suspends, revokes, cancels or declines to renew the Producer's license or any certificate of authority.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

**On behalf of
G.M.I.N.A., Inc.**

Producer

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____