

AGENCY AGREEMENT

This Agreement is made and entered into this _____ day of _____ 20____ by and between United Business Partners (hereinafter referred to as "UBP") and, (hereinafter referred to as "Agency").

WITNESSETH

WHEREAS, UPB is licensed in the State: and

WHEREAS, UPB has entered into a service contract or management contract with certain Insurers to offer a market in property and casualty coverage of the certain Insurer (Insurer hereinafter refers to the entity specifically named in Attachment I of this Agreement); and

WHEREAS, the Insurer desires to appoint the agency to offer the line(s) of coverage to potential policyholders/members. The line(s) of Coverage to which the Agency is contracted to offer are only those specifically enumerated in Attachment I of this Agreement; and

WHEREAS, the undersigned Agency is a licensed insurance Agency in the State.

NOW, THEREFORE, in consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

I - AUTHORITY OF AGENCY

1.1 The Agency is an independent contractor and not an employee of UPB, and the Agency shall have exclusive control of the conduct of its business, including the selection of other companies with which it does business.

1.2 Upon execution of this Agreement by the parties, the Agency is authorized to solicit, receive and accept proposals for insurance covering such classes of business as UPB may, from time to time, authorize to be written, but only for such jurisdiction for which both UPB and the Agency may be duly licensed by the State (as set forth in Attachment I). The Agency's authority is limited by the underwriting rules and guidelines of UPB for which the Agency is authorized and by the terms, conditions, and provisions set forth in this Agreement and in the schedule of commissions attached to and made part of this Agreement. However, notwithstanding this or any other provision of the Agreement, the Agency shall have no authority, actual or apparent, to bind UPB to any new or renewal coverage or to otherwise commit UPB to insure an applicant prior to receiving approval from authorized UPB personnel, unless specifically amended in writing and then only within the authority granted.

1.3 Subject to the terms of this Agreement and underwriting rules and regulations of UPB, the Agency, upon release of the premium quote by UPB or its service company, may offer coverage through UPB, provided an authorized quote is received from UPB or its service company following underwriting approval and the coverage offered reflects those terms as provided in the authorized quotation. Such authorized quotations from UPB or its service company to the Agency shall be valid for a period of not more than thirty (30) days from the date issued.

1.4 The Agency agrees to forward the copies of binders and certificates issued by the Agency and to otherwise notify UBP or its service company of all liability accepted, not later than the third (3) succeeding business day following the inception date of coverage. The Agency's authority to offer coverage is limited to the period when the quote is valid (not more than 30 days from the date of issuance) and so long as the terms of the coverage reflect the exact terms as those provided in the authorized quote and are within the underwriting guidelines of UBP.

1.5 In cases of renewal and/or expiring policies which are not automatically renewed, UBP or its service company will provide to the Agency, provided he is the "Agent of Record," a listing of all upcoming renewals.

II - PREMIUM REMITTANCE

The Agency and UBP shall comply with the following provisions regarding premium on business placed by the Agency with the Insured:

2.1 The insurer and/or UBP is responsible for generating and mailing premium invoices directly to the members (direct bill). A copy of all estimated annualized and final audit bills will be sent to the Agency.

2.2 The Agency shall promptly remit to UBP or its service company any premium or deposits paid to the Agency by the member or policyholder. The Agency shall not net any commissions from any of these remittances.

2.3 UBP or its service company shall compute commissions in accordance with the Schedule of Commissions as set forth in Attachment I of this Agreement. Commissions will be paid based upon the amount collected from the member or policyholder. Payment shall be forwarded to the Agency within fifteen (15) days after the end of the month in which the premiums are received and recorded by UBP or its service company, less any commissions on returned premium.

III - POLICY CANCELLATION OR NON-RENEWAL

3.1 The Agency, individually, shall not cancel or non-renew or attempt to cancel or non-renew any policy written pursuant to this Agreement, except with the written authority of UBP or its service company.

3.2 UBP reserves the right to approve or terminate coverage at any time pursuant to Georgia law.

IV - AGENCY DESIGNATION

If a conflict exists as to whether the Agency is authorized to represent an existing or prospective member, the member's written statement designating his or her Agency shall be binding upon the Agency and UBP as long as any designated Agency represents UBP and has satisfied the "Agent of Record" procedures then in effect as set forth in the Underwriting Guidelines for UBP. In any event, UBP or its service company reserves the right to determine whether or how the policy should be continued. Any such statement and the treatment thereof by UBP or its service company shall be in accordance with the written procedures of UBP.

V -- OWNERSHIP OF EXPIRATIONS

Upon termination of this Agency Agreement, the Agency must account for and pay to UBP all premiums and other monies or securities collected by him or held for or on behalf of UBP or the Insurer: the Agency's records, the use and control of expirations on business written for UBP shall remain the property of the Agency and remain in his possession. However, if the Agency fails to furnish adequate security acceptable to UBP in an amount sufficient to cover the Agency's total obligations to UBP, the records, use and control of all expirations of business places with the Insurer shall become vested in UBP.

VI - ERRORS AND OMISSIONS

UBP and its service company shall not be responsible for the errors and omission of the Agency. The Agency agrees, warrants and represents that it has obtained and will continue to be covered by Professional Liability insurance in an amount not less than \$1,000,000 per claim with an insurer acceptable to UBP. A copy of the policy or a certificate of insurance shall be provided to UBP or its service company annually. Failure to provide a copy of the policy or a certificate of insurance upon request shall result in termination of this Agreement at the discretion of UBP or its service company.

VII - AGENCY EXPENSES

UBP will not be responsible for Agency expenses. Agency's sole remuneration shall be the commission set forth in the Schedule of Commissions attached as Attachment I and as amended from time to time.

VIII - SUSPENSION

If the Agency is delinquent in accounting for or in payment of monies due, UBP may, by written notice to the Agency, suspend the Agency's authority to write any new or renewal business or to change coverage on any policy

IX - TERMINATION OR SUSPENSION

9.1 This Agreement shall terminate:

- (a) Automatically, without notice, if the Agency's license or authorization to engage in an insurance business is terminated, canceled, suspended, or declined renewal by a regulatory authority in Georgia.
- (b) Automatically on the effective date of the sale or the transfer of the agency or Agency's business or its consolidation with a successor firm, unless this Agreement is assigned to the buyer, transferee or successor with written consent of UBP or its service company.
- (c) When either party provides at least sixty (60) days written notice to the other, pursuant to section 9.5 of this agreement.

(d) Immediately upon either party giving written notice to the other in the event of abandonment, fraud, insolvency, gross and/or willful misconduct, or breach of this agreement on the part of such other party.

9.2 If this Agreement is terminated pursuant to Section 9.1(c) above, the provisions of this Agreement will continue until all policies written hereunder have expired and all final audits, billings and all final retrospective adjustments have been completed, billed, paid and/or remitted for direct collection of earned premium. However, any reference or implied consent in this Agreement or its schedule to binding authority to consider new and renewal business is deleted.

9.3 If the Agency is delinquent in either accounting of payment or monies due UBP, UBP or its service company may, by notice to the Agency, immediately suspend the Agency.

9.4 In the event of suspension of the Agency's authority or termination of the Agency's authority or termination of this Agreement:

(a) The Agency's records shall remain the property of the Agency and be left in its undisputed possession, provided the Agency has then rendered and continues to render timely accounts and payments of all amounts due UBP or its service company or provides security thereof acceptable to UBP or its service company. Otherwise, the records and use and control of expirations of business placed within the Agency shall become vested in UBP.

(b) If, in disposing of such records and expirations, UBP or its service company does not realize sufficient money to discharge in full the Agency's indebtedness to UBP, the Agency shall remain liable for the balance of such indebtedness, less the expense of disposing of such records and expirations.

(c) The Agency agrees that the manuals, membership agreement(s) and endorsement(s) furnished to the Agency by UBP or its service company shall remain the property of UBP and shall be accounted for and returned upon request.

9.5 This Agreement may be terminated at any time by UBP or by the Agency with or without cause, after sixty (60) days written notice by certified mail or the required statutory notice, whichever is longer. It is expressly agreed that upon termination, UBP or its service company will have authority to appoint another party to carry out the duties of the Agency as it is contained in this Agreement. In the event of termination, the Agency shall:

(a) Within fifteen (15) days render a full accounting of all premium collected for UBP; and

(b) Promptly remit such premiums to UBP; and

(c) Refund commissions on canceled liability and on reductions in premium at the same rate at which commissions were retained; and It is further agreed that UBP or its service company will promptly pay any funds due the Agency in like manner.

X - INDEMNIFICATION

Agency and UBP shall indemnify and hold each other free and harmless from any loss, claim, liability or cause of action to the third parties arising out of the other party's breach of the Agreement or the other party's negligence with regard to their performance under this Agreement.

XI - ARBITRATION

In the event any dispute shall arise between UBP or its service company and/or the Agency with reference to the interpretation of this Agreement or their rights with respect to any transactions involved hereunder, the dispute shall be referred to three (3) arbitrators within thirty (30) days after the receipt by one (1) party of written notice from the other party requesting arbitration. Each party may nominate one (1) arbitrator who, together, shall choose the third. Each party shall submit its case to the arbitrators within thirty (30) days of the appointment of the third arbitrator. The arbitrators shall render decision after sixty (60) days after all evidence is presented. The decision of a majority of the arbitrators shall be final and binding on all of the parties. Each party shall bear the expense of its selected arbitrator with the expense of the third arbitrator divided between the parties. Any such arbitration shall take place in the county where UBP or its service company maintains its office in the state, unless some other location is mutually agreed upon by the parties.

XII - MISCELLANEOUS

12.1 Unless specifically authorized by UBP or its service company, the Agency shall not commit UBP or its service company as to liability in connection with claim or loss which may occur under any contract of insurance. The Agency shall promptly forward all claims, losses and legal notices involving coverages placed with UBP to UBP or its service company immediately upon notification by the Agency.

12.2 This Agreement supersedes all previous agreements in connection with contracts or coverage whether oral or written, between UBP and the Agency.

12.3 Paragraph headings used herein are for convenience only and shall not be utilized in construing this Agreement.

12.4 Any policy form and other similar supplies furnished to the Agency by UBP or its service company shall remain the property of UBP and shall be returned to UBP or its representatives promptly on demand.

12.5 This contract shall be construed according to the laws of the State of Georgia; venue for the purposes of any lawsuit filed shall be the county in which UBP maintains its office within Georgia. In the event of any litigation in regard to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the other party.

12.6 The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects, to the extent possible, as if such invalid or unenforceable provision(s) were omitted.

12.7 This Agreement supersedes and replaces any previous agency agreements between agent and UBP or between agent and any service company on behalf of UBP.

XIII – EFFECTIVE DATE

This Agreement shall become effective _____

IN WITNESS WHEREOF, the Agency and UBP, on behalf of the Insurer, have caused this Agreement to become executed this _____ day of _____ 200 _____.

AGENCY

United Business Partners, LLC

By: _____ By: _____

WITNESS:

WITNESS:

By: _____ By: _____