



Unified Broker Agreement

Between

DOXA Insurance Holdings LLC
6920 Pointe Inverness Way, Suite 140
Fort Wayne, IN 46804
(herein referred to as "DIH")

and

Name

Entity NPN #:

Street Address

City, State, Zip

(herein referred to as "Broker")

This Brokerage Agreement ("Agreement") is effective as of the date of the signature page (the "Effective Date"), and is by and between Doxa Insurance Holding, LLC, (hereafter "DIH") and the broker (hereafter "Broker").

DIH provides marketing and compliance support services on behalf of numerous subsidiaries (Subsidiaries). A current list of DIH's Subsidiaries is available at www.doxainsurance.com/industry-specific-programs.

The Broker wants to conduct business with DIH and one or more of its Subsidiaries, and DIH and one or more of its Subsidiaries want to conduct business with the Broker.

The Broker, DIH, and its Subsidiaries want to improve the overall efficiency of the business they conduct by eliminating the need for the Broker to execute a separate broker, agency, or broker agreement with Subsidiary company.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, DIH and the Broker agree as follows:

PURPOSE

1. Under this Agreement, the Broker contracts with DIH and its Subsidiaries to place business offered and made available from or its Subsidiaries for various insurance products written by various insurers. The Broker understands and agrees it is not an agent of DIH and its Subsidiaries, and it has no authority under this Agreement to bind coverage unless otherwise expressly agreed to in writing between DIH and its Subsidiaries and Broker. Broker is an independent contractor and is responsible for payment of any and all income taxes.
2. DIH represents and warrants that each of and its Subsidiaries who have approved of the use of this Agreement: (i) authorized DIH to execute this Agreement on its behalf; (ii) is and will be bound to the Broker by the terms of this Agreement as if it was a signatory to this Agreement; (iii) agrees that the Broker's covenants and undertakings to DIH are and will be deemed to be the Broker's covenants and undertakings to DIH and its Subsidiaries; and (iv) agrees that any documents, records, or other information the Broker provides to DIH will be deemed to be documents, records, or other information provided to DIH or the applicable Subsidiaries.
3. DIH and its Subsidiaries bind all business under this Agreement when the Broker places an order to bind with DIH and/or its Subsidiaries. All underwriting, rating, and binding authority rests with DIH and its Subsidiaries.

1. BROKER'S STATUS

Broker represents the prospective buyer of insurance. Insofar as transactions under this Agreement are concerned, Broker is an independent contractor and not the agent of DIH and its Subsidiaries or any Insurer with which DIH and its Subsidiaries may place coverage. Broker may not bind any risks nor make any representations on behalf of DIH and its Subsidiaries (or on behalf of any Insurer represented by DIH or its subsidiaries), nor waive, alter, modify, or change any of the terms, rates, or conditions of any policy issued by DIH and its Subsidiaries.

DIH and its Subsidiaries will not review, accept, or retain copies of any certificates of insurance or additional insured endorsements prepared by Broker. Moreover, DIH and its Subsidiaries will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement, which has been authorized by DIH and its Subsidiaries but where the authorized wording is amended or revised in any way, without DIH and its Subsidiaries' prior written approval.

2. PREMIUM COLLECTIONS AND REMITTANCE

- a. Broker shall pay to DIH and its Subsidiaries all premiums and monies due on coverage bound or written hereunder, whether new or renewal or by endorsement, in accordance with Paragraph 4. Broker hereby guarantees the payment of all premiums and monies due DIH and its Subsidiaries on coverages bound or written hereunder, regardless of whether they are collected by Broker. Any credit extended to an insured shall be at the sole risk of Broker.
- b. DIH and its Subsidiaries shall return to Broker all unearned net premiums and monies due for coverage written and bound hereunder. Broker shall be responsible for return of unearned commissions.
- c. DIH and its Subsidiaries shall have the right to offset any amounts due from Broker against any commissions owed by DIH and its Subsidiaries to Broker.
- d. In the situation where premiums and/or monies for a policy or policies which have been issued cannot be fully determined in advance, or where an adjustment or determination of premiums and/or monies after a specific time period by audit or otherwise shall have been made, then any additional premiums and/or monies due shall be paid by Broker to DIH and its Subsidiaries by the due date indicated on the billing invoice. DIH and its Subsidiaries shall extend to Broker the same turnback privileges, if any, as are granted to DIH and its Subsidiaries by the Insurer.

3. COMMISSIONS

All compensation, whether commission, fee or otherwise payable by DIH and any of its Subsidiaries to the Broker for business placed by the Broker with DIH and its Subsidiaries will be in such amount as the Broker and DIH and/or its Subsidiaries mutually agree in writing, or as indicated on any invoice or statement issued by DIH and its Subsidiaries. With respect to return premium, the Broker will pay return commission at the same rate or on the same basis upon which the business was placed or arranged. DIH will have no obligation to pay any premium or return any premium or pay the Broker any compensation with respect to any business placed by the Broker with or through DIH and its Subsidiaries.

4. ACCOUNTS AND SETTLEMENTS

Broker agrees to pay DIH and its Subsidiaries, in accordance with statements of accounts rendered by DIH and its Subsidiaries, the net premium within twenty (20) days after the effective date of the contract of insurance to which the premium relates, or the billing date, whichever is sooner.

5. CANCELLATION OF COVERAGES

- a. Nothing in this Agreement shall be construed as limiting or restricting the right of DIH and its Subsidiaries 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.

- b. DIH and its Subsidiaries will not consider request for flat cancellation of contracts of insurance unless such request is made to DIH and its Subsidiaries from Broker or by surrender to DIH and its Subsidiaries of the policy or other written evidence of coverage within thirty (30) days after the effective date of such contract of insurance. DIH and its Subsidiaries will endeavor to notify Broker, prior to the effective date, of those contracts which contain minimum earned premium requirements that cannot be canceled flat. Broker acknowledges minimum earned premium requirements are imposed (if provided with such prior advice) on certain policies and agrees to be fully responsible for payment thereof in accordance with paragraphs 2 and 4. Broker shall not be entitled to credit for any flat cancellation unless expressly agreed to by DIH and its Subsidiaries.

6. CLAIMS

The insured and/or Broker shall be solely responsible for submitting notices of claims to the Insurer, and DIH and its Subsidiaries shall have no responsibility or obligation to do so.

7. OWNERSHIP OF THE BUSINESS

DIH and its Subsidiaries recognizes the independent ownership by Broker of the business subject to this Agreement. In the event of termination of this Agreement, the use and control of expirations shall remain the property of Broker if Broker has paid all premiums for which Broker is liable under this Agreement; otherwise use and control of expirations shall be vested in DIH and its Subsidiaries.

8. INSTRUCTIONS OF DIH AND ITS SUBSIDIARIES

Broker shall promptly comply with all DIH and its Subsidiaries' written instructions relating to underwriting procedures, engineering requirements, claims procedures, and acceptance or cancellation of insurance.

10. ADVERTISING

Broker shall not insert any advertisement referring to DIH and its Subsidiaries or any Insurer represented by DIH and its Subsidiaries or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement or reference, digital or otherwise, without the express written consent of DIH and its Subsidiaries. In the event DIH and its Subsidiaries shall be subjected to loss or expense arising out of any unauthorized advertisement, publication, or statement of Broker, Broker shall defend DIH and its Subsidiaries against, and be liable and hold DIH and its Subsidiaries harmless for all resulting damages, cost, fines, and penalties suffered by DIH and its Subsidiaries or the Insurers represented by DIH and its Subsidiaries.

11. INSPECTIONS AND AUDITS

DIH and its Subsidiaries or its duly authorized representatives may inspect or audit any coverages bound hereunder, or the subject matter thereof, in accordance with the terms of the policy. Broker shall be responsible for the prompt notification of any known changes in coverage or exposures and for reporting to DIH and its Subsidiaries any additional and/or return premium which may become due as a result of such changes.

12. COMPLIANCE WITH APPLICABLE LAWS

Broker shall comply with all applicable insurance laws governing the conduct of business under this Agreement. With respect to excess and surplus lines risks submitted by Broker under this Agreement, Broker agrees that it will obtain all required declinations from licensed Insurers. DIH and its Subsidiaries, unless it otherwise specifically agrees in writing, will pay all excess and surplus lines taxes, and submit all reports required by the laws of the state(s) in which the risk is located.

13. MEDIATION OF DISPUTES

If any dispute arises between Broker and DIH and its Subsidiaries under this Agreement, each party agrees to first seek resolution through direct discussions. Failing that, each party agrees to attempt amicable resolution through mediation with an independent mediator at an agreed location convenient to both parties. Failing that, either party may commence litigation. All fees and costs of the mediator shall be borne equally by the parties.

14. INDEMNITY

Broker agrees to indemnify DIH and its Subsidiaries for, and hold it harmless from, any and all claims, suits, damages, costs, losses, expenses, fines, penalties, and attorney's fees suffered or incurred by DIH and its Subsidiaries in any manner resulting from or arising directly or indirectly out of any breach of the obligations undertaken herein or out of Broker's negligence.

DIH and its Subsidiaries agrees to indemnify Broker for, and hold it harmless from, any and all claims, suits, damages, costs, losses, expenses, fines, penalties, and attorney's fees suffered or incurred by Broker in any manner resulting from or arising directly or indirectly out of any breach of the obligations undertaken herein or out of DIH and its Subsidiaries' negligence.

15. TERMINATION OF THIS AGREEMENT

This Agreement may be canceled at any time by either party giving thirty (30) days written notice to the other. Notwithstanding the immediately preceding sentence, DIH and its Subsidiaries may terminate this Agreement immediately, by giving to Broker a written notice of cancellation, if Broker (i) is grossly negligent in performing any of its duties to DIH and its Subsidiaries; (ii) engages in any fraudulent or dishonest acts, or (iii) engages in any criminal act (whether or not Broker is convicted) or act of moral turpitude, if DIH and its Subsidiaries determines, in its sole discretion, that Broker's continued association with DIH and its Subsidiaries is likely to have a negative impact on DIH and its Subsidiaries' business or reputation with its business associates or in the business community. After the date of cancellation of this Agreement, unless otherwise stipulated at the option of DIH and its Subsidiaries, Broker shall complete the collection and account to DIH and its Subsidiaries for all premiums, commissions, and other transactions unaccounted for on the date of cancellation or arising thereafter in respects to outstanding insurance. In case DIH and its Subsidiaries shall find it necessary to perform any duty otherwise required of Broker under this Agreement, Broker shall be liable for all costs incident thereto. Termination of this Agreement shall not affect the obligations of the parties under paragraphs 7, 9, 10, 13, 14 and 16 hereof.

16. ERRORS AND OMISSIONS

DIH and its Subsidiaries requires that Errors and Omissions Insurance coverage be maintained by Broker. Broker hereby attests that such coverage exists and is in good standing and is maintained to a limit of liability not less than \$1,000,000 (one million dollars) with an Insurer having an A.M. Best

Rating of A- VIII or better. It is further understood that evidence of such coverage is required. A certificate of insurance or other evidence of insurance stating these limits must be provided to DIH and its Subsidiaries within thirty (30) days after signing this Broker Agreement, and within thirty (30) days after the renewal date of such coverage.

17. CONSTRUCTION

This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana.

18. ENTIRE AGREEMENT AND AMENDMENT

This Agreement represents the entire agreement of the parties. It supersedes all previous agreements, whether oral or written, between DIH and its Subsidiaries and Broker and it may not be altered, changed or amended by either party, except as authorized by DIH and its Subsidiaries. This Agreement shall be binding upon the parties and their respective and permitted successors and assigns.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by a duly authorized representative. By executing below, each signatory represents and warrants that he/she is fully authorized and empowered to do so on behalf of his respective party.

FOR BROKER:

Authorized Signature

Date

Name and Title

Individual NPN #:

FOR DIH:

Authorized Signature

Date

Tim Wiggins, COO

Name and Title