



**Brokerage Agreement
Between
Sirix Inc.,
and**

(Hereinafter called Agency)

Agency's Federal Identification Number _____

THIS BROKERAGE AGREEMENT ("Agreement") is made as of this day ____ of _____, _____, by and among Sirix Inc., a Florida Corporation ("SIRIX") and _____ ("Producer").

WITNESSETH:

WHEREAS, SIRIX serves as an insurance broker on behalf of certain Insurance Companies ("Insurance Company" or "Insurance Companies"); and

WHEREAS, Producer desires to make available to its clients certain insurance products offered by Insurance Companies in compliance with the laws, rules and regulations pertaining thereto regarding the placement of such business; and the producer warrants that he/she is an independent contractor duly licensed by the Department of Insurance, State of _____ and authorized through SIRIX to promote and present applications for coverage.

WHEREAS, Producer is a _____ (write in State) insurance agency or agent who wishes to participate in the sale of insurance programs underwritten by SIRIX. Producer is an independent contractor and not an employee of SIRIX and is free to represent other companies, as the Producer shall consider appropriate. Employees of Producer who solicit and submit applications to SIRIX shall be duly licensed by the State of _____.

WHEREAS, SIRIX can broker such products;

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein exchanged and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated by reference.

2. SIRIX hereby grants authority to the Producer in the designated territory to:
 1. solicit and submit applications for property and casualty insurance, employers liability, and fidelity and surety bonds;
 2. deliver policies, bonds, certificates, endorsements and binders;
 3. collect premiums and issue receipt thereon; and
 4. cancel such policies, bonds and obligations at the direction of SIRIX where cancellation is legally possible;
3. The Producer shall actively maintain a Multiple Line Insurance license as required within the state of _____. The Agency shall supply a copy of such license to SIRIX at or before the time of execution of this agreement, and shall notify SIRIX promptly of any license change, termination or cancellation of its license for any reason whatsoever.
4. The Producer shall give no indications, quotations or binders on SIRIX's behalf without first receiving notice from SIRIX of its terms, conditions, rates, and limitations on each and every presentation made by Producer, or without prior written binding authority from SIRIX.
5. The Producer shall have no authority to bind any coverage or make any changes in the terms and conditions of any policy of insurance. The Producer may issue unmodified ACORD certificates of insurance and a copy must be sent to SIRIX within seven (7) business days. The Producer is not authorized to represent itself to the public as an agent of SIRIX.
6. Producer shall forward to SIRIX the original ACORD application, notarized, and with the original signature of insured within five (5) days of binding of coverage.
7. Producer shall be bound by Insurance Company's guidelines and procedures for payment and accounting.
8. Some renewal / expiring policies are not automatically renewed and Producer agrees to furnish updated applications and information necessary, within a reasonable amount of time, to secure renewal quotations from SIRIX.
9. Insurance issued to insured's by SIRIX on behalf of the Producer, is not subject to flat cancellation, except prior to inception. Cancellations made at the request of the underwriters or insurance companies will be made on a pro-rata basis or as stated in the cancellation provisions of the Insurance policy.
10. The Producer shall be and remain liable to SIRIX for the payment of all

premium, which premium shall become due not later than five (5) days following receipt of the statement in the Producers office for agency bill items and as indicated by the SIRIX representative for direct bill items. Non-payment by the Producer shall result in the immediate suspension of this agreement.

11. All payment whatsoever collected by Producer for any insurance product arising out of this agreement shall be immediately forwarded to SIRIX's office within five (5) days of receipt of such payment.
12. The producer shall refund to SIRIX any and all unearned commission caused by, but not limited to, cancellations, audits, reduced premium endorsements, and rate changes, at the same rate at which the commissions were originally allowed Producer. Such refund must be paid to SIRIX within five (5) days after the Producer is advised of the unearned commission.
13. Any interim or final additional premiums developed by audit or under a reporting form policy shall become the sole responsibility of the Producer for collection and payment. Any exception to this will be subject to approval by SIRIX management.
14. The Producer agrees to indemnify SIRIX for all fees and costs associated with the collection of any outstanding premium and/ or unearned commission that the producer is responsible for.
15. The Producer agrees to accept advertising broadcast through email, facsimile or other electronic means.
16. All accounting records of Producer pertaining to the business of SIRIX shall be subject to inspection and audit at any time by SIRIX's representatives.
17. SIRIX shall not be responsible for any of Producer's expenses.
18.
 - a. While participating in any program whereby an Insurance Company directly bills Insured for the premium, Producer shall promptly remit all premiums collected with no deduction for commissions to SIRIX.
 - b. SIRIX will endeavor to: (1) promptly send to the Producer evidence of billings, cancellation or non-renewal notices, underwriting requests, and a copy of each written communication from the Insurance Company to the Producer pertaining to the rating of the Insured's policy, changes in coverage, or premium payments; and (2) account for and pay commissions monthly to Producer at rates set forth in the Commission Schedules.
 - c. SIRIX may offset commissions held by it against any amounts owed by Producer to SIRIX. Commission earned by Producer will be paid on a monthly basis.

19. a. SIRIX agrees to maintain appropriate E&O insurance to indemnify Producer against:
- (1) all sums which Producer shall become legally obligated to pay because of liability imposed on Producer by law for damages sustained and caused directly by error or omission of SIRIX in its processing or handling of policies, failure to comply with federal or state law, or in its performance of loss prevention, counseling, inspection or similar services; and (2) all expenses, including attorney's fees, and the amount of settlement, reasonably incurred by Agency in the defense of any claim or suit seeking damages on account of SIRIX liability.
- b. Producer agrees to maintain appropriate E&O insurance to indemnify SIRIX against:
- (1) all sums SIRIX shall become legally obligated to pay because of liability imposed on SIRIX by law for damages sustained and caused directly by error or omission of Producer, in its processing or handling of policies, failure to comply with federal or state law, or in its performance of loss prevention, counseling, the amount of settlement, reasonably incurred by SIRIX in the defense of any claim or suit seeking damages on account of agency liability.
- c. Producer agrees to provide SIRIX and the Producer's Insurance Company with prompt written notice of any claim or suit arising out of any E&O.
20. a. Upon termination of this Agreement, the records of Producer and the use and control of expirations shall remain the property of Producer, provided Producer has promptly accounted for, and paid to, SIRIX all premiums and other moneys or securities collected or held for, or on behalf of, SIRIX. If Producer has not so accounted and paid such money and/or securities, then the records, use and control of expirations shall be vested in SIRIX and Producer shall promptly forward the records to SIRIX.
- b. In the event of a dispute regarding 11(b), Producer may deposit with SIRIX an amount equal to SIRIX's claim, which shall be held in trust until the dispute is resolved.
- c. Following termination of this agreement, Producer remains entitled to earned commissions on policies that are non-cancelable policies or the right to cancel or non-renew is restricted because of a statute, regulation or governmental order. SIRIX shall have no obligation to pay such commission if: (1) SIRIX has received a written designation of another agent or broker

signed by the insured; or (2) the payment is otherwise prohibited by law, regulation or governmental order; or (3) the Producer's license is suspended or terminated; or (4) the Producer fails to provide proof of E&O insurance.

d. Producer and SIRIX agree that service to insured is required after termination of this Agreement.

21. During the term of this Agreement, and thereafter if Producer has complied with all its provisions, SIRIX will not use, or permit the use of, Producer's policy records in order to solicit individual insureds for the sale of other lines of insurance or other products of services without Producer's consent.

22. The Agreement supersedes all previous Agreements, whether oral, written or otherwise, between SIRIX and Producer.

23. Either party may terminate this Agreement upon written notice to the other. If notice is given by SIRIX to Producer and Producer has fully complied with the provisions of this Agreement, the effective date of such termination will be thirty (30) days from the date notice is given.

24. This Agreement shall automatically terminate upon the suspension, forfeiture or revocation of Producer or agent's insurance license.

25. As used in this Agreement, "SIRIX" and "Producer" includes successors, provided however that SIRIX has previously approved in writing, and at its sole discretion, of the Producer's successor.

26. The producer shall provide a Certificate of Insurance evidencing the Producer's errors and omissions insurance policy to SIRIX at or before the time of execution of this agreement and annually thereafter, and shall notify SIRIX promptly of any change, termination or cancellation of such insurance policy for any reason whatsoever. The Producer warrants and represents to SIRIX that the Producer now has in force and effect a valid and binding contract of liability insurance covering the Producer for damages occasioned by errors or omissions alleged to have been caused by the Producer. The Producer further warrants and represents that the premium for said policy has been fully paid and that the Producer shall keep such policy, or one similar thereto, in full force and effect at all times during the continuance of this agreement, in limits of not less than \$500,000. Failure to maintain Errors and Omissions coverage shall automatically terminate this Agreement.

27. In the event a dispute shall arise out of, or relating to, this contract, or the breach thereof, it is hereby agreed that the dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its arbitration rules. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. We further agree that we will faithfully observe this Agreement and the rules, and that we will abide by and

perform any award rendered by the arbitrator(s) and that a judgment of the court having jurisdiction may be entered upon the award. In the event a party fails to proceed with arbitration, unsuccessfully challenge's the Arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

28. SIRIX and Producer jointly agree that this Agreement shall be governed and construed in accordance with the laws of the State of Florida and that no change or modification of this agreement shall be valid unless it is in conformity with said laws and that such changes, modifications or additions to this Agreement must be in writing and subscribed to by both SIRIX and Producer.

Agency Name

Sirix Inc.

Agent's Signature and Title

Witness

Date

Date