



Dear Producer,

Welcome to Insential, Inc., and thank you for your interest. The following pages consist of a brief questionnaire and our Brokerage Agreement. In order to complete the appointment process, we will need the agreement completed, signed & returned along with copies of your agency license, a copy of the agency principal's home state license and for all states where you do business, as well as proof of current E&O coverage.

You may return the documents to [info@insential.com](mailto:info@insential.com) or fax to 214-705-8333. Once all documentation is received, we will have the agreement executed and return a copy for your file.

We thank you again for your interest in Insential Inc and look forward to working for you soon.

Allan Hildebrand  
President

Insential, Inc.  
901 Main St, Suite 5300  
Dallas TX 75202

972-505-3098

4 Westbrook Corporate Center  
Suite 500  
Westchester, IL 60154  
888-571-6160  
Fax: 630-990-9098

Corporate Office  
Bank of America Plaza  
901 Main Street, Suite 5300  
Dallas TX 75202  
888-571-6160  
Fax: 214-705-8333



# Producer Questionnaire

This questionnaire is designed to ensure that the sales team pursues opportunities in the areas that maximize our value to you.

## Agency Information

<b>Agency Name:</b>	_____
<b>Address:</b>	_____
<b>Phone:</b>	_____
<b>Website:</b>	_____
<b>Fax:</b>	_____

## Business Profile

Percentage of premium by line:

\_\_\_ Commercial \_\_\_ Personal \_\_\_ Life \_\_\_ Health/Benefits

Average Annual Written Premiums:

\$0-\$1M    
  \$1M-\$3M    
  \$3M-\$5M    
  \$5M-\$20M    
  \$20M+

**P&C**

**Benefits**

Number of Producers: \_\_\_\_\_

What type of business does your agency target? \_\_\_\_\_

What states are you licensed to do business in? \_\_\_\_\_

How did you hear of Insential? \_\_\_\_\_

Please list your direct property & casualty markets? \_\_\_\_\_

Please list your direct life/health markets? \_\_\_\_\_

Please list any wholesalers you currently work with? \_\_\_\_\_

Please indicate the percentage of brokerage business? \_\_\_\_\_

**Agency Contact's  
Agency Principals**

<b>Name</b>	<b>Title</b>	<b>E-mail</b>	<b>Phone</b>

**Producers (P&C)**

<b>Name</b>	<b>Title</b>	<b>E-mail</b>	<b>Phone</b>

**Producers (Benefits)**

<b>Name</b>	<b>Title</b>	<b>E-mail</b>	<b>Phone</b>

**Support Staff & Marketing**

<b>Name</b>	<b>Title</b>	<b>E-mail</b>	<b>Phone</b>

## **BROKERAGE AGREEMENT**

This Agreement is entered into as of the date set forth at the end of this Agreement by and between Instantial, Inc., a Wisconsin corporation (“Wholesaler”) and the broker whose name appears at the end of this Agreement (“Broker”), as follows:

### **RECITALS**

- A. Wholesaler is in the business of providing general insurance brokerage, bond, risk management, self-insurance and other related services.
- B. Broker’s business includes, without being limited to, the provision of general insurance brokerage and other related services.
- C. Wholesaler has access to certain insurance markets (“Restricted Markets”) to which Broker does not have equivalent access and which may be advantageous to certain of Broker’s customers.
- D. Broker and Wholesaler each desire to cooperate to place the insurance business of certain of Broker’s customers with the Restricted Markets, subject to the terms and conditions of this agreement.

### **AGREEMENT**

In consideration of the Mutual promises and agreements herein contained, the parties agree as follows:

- 1. **Recitals.** The recitals set forth above are an integral part of this Agreement and are hereby incorporated into it by reference.
- 2. **Broker’s Duties.** The duties of Broker arising hereunder shall include the following:
  - (a) Broker is authorized to solicit, receive and transmit to Wholesaler information, records, applications and proposals for coverage of Broker’s customers by the Restricted Markets. Broker acknowledges that the placement of coverage for Broker’s customers with the Restricted Markets by Wholesaler is based solely upon information provided to Wholesaler by Broker, and Broker represents and warrants, to the best of its knowledge after due inquiry, all information provided by Broker to Wholesaler is accurate and complete in all material respects.
  - (b) Broker shall consult with and service its customers in all respects (including, without limitation, concerning appropriate insurance lines, coverages and limits) and Wholesaler shall have no obligations with respect thereto.
  - (c) Broker shall promptly, completely and accurately advise Wholesaler of any change in exposure of submitted risks of which Broker is or becomes aware.

- (d) Broker shall immediately notify Wholesaler of all claims, suits, and notices of loss and immediately forward all information bearing on such matters.
  - (e) Broker shall not insert any advertisement referring to Wholesaler or any of its insurers or Restricted Markets, or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of Wholesaler.
3. **Wholesaler's Duties.** The duties of Wholesaler arising hereunder shall include the following:
- (a) Wholesaler shall use its best efforts to place, maintain and renew such insurance coverages for Broker's customers with the Restricted Markets as Broker from time to time requests.
  - (b) Subject to the terms of Paragraph 4 hereof, Wholesaler shall timely pay to the Restricted Markets the premiums due on all insurance placed under the terms of this agreement.
4. **Collections.**
- (a) Upon instructing Wholesaler to bind coverage on behalf of Broker's customers, Broker is responsible and liable to Wholesaler for all earned premium, taxes and fees, on business placed by Wholesaler in connection with this Agreement, whether or not Wholesaler or Broker collects said premium, taxes and fees. Broker hereby guarantees the payment of all premiums due Wholesaler or its insurers on any insurance contract bound at the request of the Broker, whether or not they are collected by Broker. This guarantee also applies to additional premiums due on endorsements and audits.
  - (b) Broker shall collect and remit to Wholesaler all premiums due within twenty (20) days of binding of coverage. Broker may advance premiums, taxes and fees on behalf of its customers, in which event broker accepts full responsibility for such premiums, taxes and fees. Broker compensation should be deducted from payment to Wholesaler.
  - (c) Additional premium endorsements and/or additional premium audits will be billed by Wholesaler to Broker and are due within ten (10) days from the invoice date.
  - (d) Return premium endorsements and/or return premium audits, if applicable, will be sent directly to Broker by Wholesaler once said funds have been received from the Restricted Markets. In situations where premium financing is arranged by the Broker, Insential, Inc. reserves the right to return the funds received from the Restricted Markets directly to the finance companies.
  - (e) Specific to the collection of audit premiums, Broker will use its reasonable efforts

to collect audit premiums due Wholesaler. If Broker is unsuccessful in collecting the audit premium or the audit premium is disputed by Broker's customer, it must give Wholesaler written notice within ten (10) days of receiving an invoice for said audit premium from Wholesaler. If Wholesaler is successful in collecting said audit premium, Broker shall not be entitled to commission on said audit premium.

- (f) Wholesaler may arrange for cancellation of any policy if the annual premium, taxes and fees are not received as set forth herein.
  - (g) All monies collected or received by Broker for or on behalf of Wholesaler or the Restricted Markets shall be held in a fiduciary capacity, not to be used by Broker for any purpose whatsoever except as specifically authorized by Wholesaler and be paid over to Wholesaler in accordance with the terms of this Agreement.
  - (h) In the event Broker does not pay any **past-due** amounts within three (3) business days after written notice from Wholesaler, Wholesaler reserves the right, in its sole discretion, to collect directly from the Customer any amounts not timely paid as required herein.
5. **Compensation.** Wholesaler may pay Broker, as commission, a percentage rate of the premium written and paid for under this Agreement, at the rate of commission agreed upon on each specific insurance contract and/or may pay other fees to Broker as agreed upon on each specific insurance contract. Such compensation (whether commissions, fees, or both) will be determined on a case by case basis.
  6. **Ownership of Business.** Provided that all premiums, fees, taxes, or unearned commissions are fully paid as herein agreed, Broker shall retain full ownership and control of all expirations. Otherwise, the expirations shall belong to Wholesaler.
  7. **Independent Contractor/Binding Authority.** Broker is an independent contractor to Wholesaler and shall be solely responsible for the employment, control and direction of its employees and agents. Broker shall conduct all of its business in its own name and shall make it clear to all with whom it conducts business that neither it, nor anyone working for or with it, is an agent, servant or employee of Wholesaler. Moreover, nothing in this Agreement shall be construed to establish a partnership or joint venture between the parties. Broker shall have no authority to bind Wholesaler in any respect or to use Wholesaler's name in any way not specifically authorized by this Agreement. All binding authority shall vest and remain with Wholesaler. Broker shall have no authority to accept any risk, bind any insurance or extend time of payment on any coverage on behalf of Wholesaler or any of the Restricted Markets.
  8. **Broker's License.** Broker represents and warrants to Wholesaler: that (a) it is duly licensed to broker the types of insurance contemplated by this Agreement in the states in which it is doing business under the terms hereof; (b) it will retain each such license in force and effect during the term of this Agreement; and (c) all solicitations and submissions by Broker shall be in accordance and compliance with all relevant state,

federal and local laws and regulations. Nothing contained in this Agreement shall authorize Broker to act on Wholesaler's behalf in any manner in violation of any licensing requirement or in any manner not in conformity with the limitations imposed by Broker's license or by law.

9. **Indemnification.**

- (a) Notwithstanding anything to the contrary herein, Broker agrees to indemnify, hold harmless and, at Wholesaler's option, defend Wholesaler and Wholesaler's officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs incurred as a result of every claimed error or omission or intentionally wrongful act of Broker, its agents, employees, officers and directors, or breach of any material term or condition of this Agreement by Broker, its agents, employees, officers and directors, except to the extent that such liability, damages or costs result from the actions of the Wholesaler.
- (b) Notwithstanding anything to the contrary herein, Wholesaler agrees to indemnify, hold harmless and, at Broker's option, defend Broker and Broker's officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs incurred as a result of every claimed error or omission or intentionally wrongful act of Wholesaler, its agents, employees, officers and directors, or breach of any material term or condition of this Agreement by Wholesaler, its agents, employees, officers and directors, except to the extent that such liability, damages or costs result from the actions of Broker.

10. **Errors and Omissions Insurance.**

- (a) Broker warrants and represents to Wholesaler that Broker now has in force and effect a valid and binding contract of liability insurance covering Broker for damages occasioned by errors or omissions alleged to have been caused by Broker. Broker further warrants and represents that the premium for said coverage has been fully paid and that Broker shall keep such policy, or one similar thereto, in full force and effect at all times during the continuance of this Agreement, in limits not less than \$1,000,000 per occurrence.
- (b) It is understood and hereby agreed by the parties that Wholesaler will not transact business with any broker who does not carry this minimum limit of errors and omissions insurance

11. **Cancellation.** Notwithstanding anything to the contrary herein, Wholesaler specifically reserves the right to cancel for good and reasonable cause any policies of insurance covered by this Agreement.

12. **Termination.** This Agreement may be terminated:

- (a) At any time by mutual agreement;
- (b) Immediately by either party upon written notice to the other if the other is in material default of any obligation under this Agreement;
- (c) By either party upon not less than 30 days' written notice to the other in the absence of a material default; or
- (d) Automatically (i) if any public authority cancels, suspends or declines to renew Broker's license or certificate of authority; or (ii) in the event of abandonment, fraud, insolvency or threat of insolvency, or gross, willful or negligent misconduct on the part of the Broker.

The termination of this Agreement shall not affect the duties of the parties with respect to any insurance bound prior to the effective date of termination; provided, however, that upon termination of this Agreement, Wholesaler's obligation to pay Broker commissions in accordance with the Schedule attached to this Agreement shall cease as of the date of such termination except for commission on non-cancelable policies and bonds until termination of such policies and bonds, or until a producer of record letter designates another producer as producer of record on such policies and bonds.

13. **Privacy Law.** Broker and Wholesaler agree to maintain the security, confidentiality, and integrity of any non public consumer information as required by any applicable state or federal privacy law. Broker further agrees that nonpublic personal information and confidential or proprietary business information it receives from Wholesaler will remain confidential and will not be disclosed to any third party other than to perform the business of insurance as permitted by law and contemplated by this Agreement. In the event Broker intends to disclose nonpublic personal information or confidential or proprietary business information, Broker agrees to provide affected customers and/or consumers with the required legal notice and an opportunity to tell Broker that they do not want it to share the information.
14. **Electronic Mail of Applications.** Since a number of applications may be received electronically, it will be impossible to warrant the information through the Insured's signature. Therefore, Broker is responsible to make sure the information contained in the application is true, complete and correct.
15. **Notices.** Unless applicable law requires a different method, any notice that must be given to Broker under this Agreement will be given by either delivering it or sending it by first class mail or a national recognized overnight delivery service to Broker at the address set forth at the end of this Agreement or at different address(es) if Wholesaler is given notice of the different address(es). Unless applicable law requires a different method, any notice that must be given to Wholesaler under this Agreement will be given to it by either delivering it or sending it by first class mail or a national recognized overnight delivery service to Wholesaler at Bank of America Plaza, 901 Main Street, Suite 5300, Dallas, Texas 75202 with a copy (which shall not constitute notice) to Karl W. Leo, Leo Law LLC,



200 Randolph Avenue, Suite 200, Huntsville, AL 35801, or at different address(es) if Discloser is given notice of the different address(es).

16. **General.**

- (a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin.
- (b) This Agreement may not be changed or modified except in writing signed by both parties.
- (c) This Agreement replaces and supersedes all previous agreements, written or oral, which may have existed between the parties. It constitutes the full Agreement of the parties.
- (d) This Agreement shall inure to the benefit of the assigns and successors of Wholesaler. This Agreement may not be assigned by Broker and shall not inure to Broker's successor, unless agreed to in writing by Wholesaler.
- (e) The failure of Wholesaler to insist on strict compliance with any term, provision or condition of this Agreement shall not be construed as a waiver thereof.
- (g) If any provision of this Agreement should be void, invalid or unenforceable for any reason, the remainder of the Agreement shall not be affected thereby.
- (h) Paragraph captions in this Agreement are for convenience of reference only and shall in no way define, describe or limit the scope of this Agreement or any of the provisions thereof.
- (i) Each party hereby represents and warrants to the other that it has full right and authority to execute and deliver this Agreement and that each person signing on behalf of such party is authorized to do so.
- (j) Broker represents that its legal name, type of entity, state of incorporation and organization, address, and Federal EIN or SSN are correctly set forth on the signature page below.

**[Signatures on next page]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**WHOLESALER:**

**INSENTIAL, INC.**  
**A Wisconsin corporation**

By: \_\_\_\_\_  
(signature of authorized representative)

\_\_\_\_\_, its \_\_\_\_\_  
Print Name Title

**BROKER:**

\_\_\_\_\_ (Broker's Legal Name)

By \_\_\_\_\_  
(signature of authorized representative)

\_\_\_\_\_, its \_\_\_\_\_  
Print Name Title

Type of entity- \_\_\_\_\_  
(corporation, LLC, partnership, sole proprietorship, etc.)

State where Broker was organized or incorporated : \_\_\_\_\_

Broker's EIN or SSN: \_\_\_\_\_

**Broker's Address:**

\_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_

**PLEASE INCLUDE A COPY OF YOUR AGENCY'S LICENSE AND AN E & O DEC PAGE**