



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

Agency Name:	_____
Address:	_____
Phone:	_____
Website:	_____
Fax:	_____

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**

Name	Title	E-mail	Phone

Producers (P&C)

Name	Title	E-mail	Phone

Producers (Benefits)

Name	Title	E-mail	Phone

Support Staff & Marketing

Name	Title	E-mail	Phone



MANAGING GENERAL AGENTS/BROKERAGE AGREEMENT

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

RECITALS

- A. Insential is in the business of providing general insurance brokerage, bond, risk management, self-insurance and other related services.
- B. Wholesaler's business includes, without being limited to, the provision of general insurance brokerage and other related services.
- C. **Insential has access to certain insurance markets ("Restricted Markets") to which Wholesaler does not have equivalent access and which may be advantageous to certain of Wholesaler's customers.**
- D. **Wholesaler and Insential each desire to cooperate to place the insurance business of certain of Wholesaler'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. **Wholesaler's Duties.** The duties of Wholesaler arising hereunder shall include the following:
 - (a) Wholesaler is authorized to solicit, receive and transmit to Insential information, records, applications and proposals for coverage of Wholesaler's customers by the Restricted Markets. Wholesaler acknowledges that the placement of coverage for Wholesaler's customers with the Restricted Markets by Insential is based solely upon information provided to Insential by Wholesaler, and Wholesaler represents and warrants, to the best of its knowledge after due inquiry, all information provided by Wholesaler to Insential is accurate and complete in all material respects.
 - (b) Wholesaler shall consult with and service its customers in all respects (including, without limitation, concerning appropriate insurance lines, coverages and limits) and Insential shall have no obligations with respect thereto.
 - (c) Wholesaler shall promptly, completely and accurately advise Insential of any change in exposure of submitted risks of which Wholesaler is or becomes aware.
 - (d) Wholesaler shall immediately notify Insential of all claims, suits, and notices of loss and immediately forward all information bearing on such matters.

- (e) Wholesaler shall not insert any advertisement referring to Instantial 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 Instantial.

3. **Instantial's Duties.** The duties of Instantial arising hereunder shall include the following:

- (a) Instantial shall use its best efforts to place, maintain and renew such insurance coverages for Wholesaler's customers with the Restricted Markets as Wholesaler from time to time requests.
- (b) Subject to the terms of Paragraph 4 hereof, Instantial 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 Instantial to bind coverage on behalf of Wholesaler's customers, Wholesaler is responsible and liable to Instantial for all earned premium, taxes and fees, on business placed by Instantial in connection with this Agreement, whether or not Wholesaler collects said premium, taxes and fees. Wholesaler hereby guarantees the payment of all premiums due Instantial or its insurers on any insurance contract bound at the request of the Wholesaler, whether or not they are collected by Wholesaler. This guarantee also applies to additional premiums due on endorsements and audits.
- (b) Wholesaler shall collect and remit to Instantial all premiums due within thirty (30) days of binding of coverage. Wholesaler may advance premiums, taxes and fees on behalf of its customers, in which event Wholesaler accepts full responsibility for such premiums, taxes and fees. Wholesaler compensation should be deducted from payment to Instantial.
- (c) Additional premium endorsements will be billed by Instantial to Wholesaler and are due within thirty (30) days from the invoice date. Additional premium audits will be billed by Instantial to Wholesaler and are due within twenty (20) days from the invoice date.
- (d) Return premium endorsements and/or return premium audits, if applicable, will be sent directly to Wholesaler by Instantial once said funds have been received from the Restricted Markets. In situations where premium financing is arranged by the Wholesaler, Instantial, 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, Wholesaler will use its reasonable efforts to collect audit premiums due Instantial. If Wholesaler is unsuccessful in collecting the audit premium or the audit premium is disputed by Wholesaler's customer, it must give Instantial written notice within twenty (20) days of receiving an invoice for said audit premium from Instantial. If Instantial is successful in collecting said audit premium, Wholesaler shall not be entitled to commission on said audit premium.
- (f) Instantial 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 Wholesaler for or on behalf of Instantial or the Restricted Markets shall be held in a fiduciary capacity, not to be used by Wholesaler for any purpose whatsoever except as specifically authorized by Instantial and be paid over to Instantial in accordance with the terms of this Agreement.
- (h) In the event Wholesaler does not pay any **past-due** amounts within three (3) business days after written notice from Instantial, Instantial reserves the right, in its sole discretion, to collect directly from the Customer any amounts not timely paid as required herein.

5. **Compensation.** Instantial may pay Wholesaler, 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 Wholesaler 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, Wholesaler shall retain full ownership and control of all expirations. Otherwise, the expirations shall belong to Insential.
7. **Independent Contractor/Binding Authority.** Wholesaler is an independent contractor to Insential and shall be solely responsible for the employment, control and direction of its employees and agents. Wholesaler 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 Insential. Moreover, nothing in this Agreement shall be construed to establish a partnership or joint venture between the parties. Wholesaler shall have no authority to bind Insential in any respect or to use Insential's name in any way not specifically authorized by this Agreement. All binding authority shall vest and remain with Insential. Wholesaler shall have no authority to accept any risk, bind any insurance or extend time of payment on any coverage on behalf of Insential or any of the Restricted Markets.
8. **Wholesaler's License.** Wholesaler represents and warrants to Insential: that (a) it is duly licensed to Wholesale 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 Wholesaler shall be in accordance and compliance with all relevant state, federal and local laws and regulations. Nothing contained in this Agreement shall authorize Wholesaler to act on Insential's behalf in any manner in violation of any licensing requirement or in any manner not in conformity with the limitations imposed by Wholesaler's license or by law.
9. **Indemnification.**
 - (a) Notwithstanding anything to the contrary herein, Wholesaler agrees to indemnify, hold harmless and, at Insential's option, defend Insential and Insential'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 the Insential.
 - (b) Notwithstanding anything to the contrary herein, Insential 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 Insential, its agents, employees, officers and directors, or breach of any material term or condition of this Agreement by Insential, its agents, employees, officers and directors, except to the extent that such liability, damages or costs result from the actions of Wholesaler.
10. **Errors and Omissions Insurance.**
 - (a) Wholesaler warrants and represents to Insential that Wholesaler now has in force and effect a valid and binding contract of liability insurance covering Wholesaler for damages occasioned by errors or omissions alleged to have been caused by Wholesaler. Wholesaler further warrants and represents that the premium for said coverage has been fully paid and that Wholesaler 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 Insential will not transact business with any Wholesaler who does not carry this minimum limit of errors and omissions insurance
11. **Cancellation.** Notwithstanding anything to the contrary herein, Insential 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 Wholesaler'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 Wholesaler.

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, Insential's obligation to pay Wholesaler 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.** Wholesaler and Insential agree to maintain the security, confidentiality, and integrity of any non public consumer information as required by any applicable state or federal privacy law. Wholesaler further agrees that nonpublic personal information and confidential or proprietary business information it receives from Insential 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 Wholesaler intends to disclose nonpublic personal information or confidential or proprietary business information, Wholesaler agrees to provide affected customers and/or consumers with the required legal notice and an opportunity to tell Wholesaler that they do not want it to share the information.
14. **Confidential Information.** Each party (the recipient) must keep secret and confidential, and must not use, divulge or disclose any information relating to:
- (a) the business, assets or affairs of the other party (which is disclosed to the recipient in the course of the transactions contemplated by this Agreement);
 - (b) the business, assets or affairs of any client of either party to this Agreement; or
 - (c) the terms of this Agreement or any transactions contemplated by it, other than to the extent that:
 - (i) the party to whom the information relates has consented in writing prior to the use or disclosure;
 - (ii) the recipient is required to disclose the information by applicable law, or by any government agency, provided that the recipient has to the extent possible having regard to the required timing of the disclosure, consulted with the provider of the information as to the form and content of the disclosure;
 - (iii) the information is disclosed to a bona fide purchaser of the recipient's shares under an obligation of confidentiality to the recipient;
 - (iv) the information is in the public domain (or subsequently becomes within the public domain, other than by a breach of this clause 14 or other obligation of confidence by any party);
 - (v) the disclosure is made in order for the recipient to seek a consent for a transaction contemplated by this Agreement, and (to the extent possible) is made on a confidential basis;
 - (vi) the disclosure is made in respect of the business, assets or affairs of the recipient by a person in carrying out the business of the recipient in the ordinary course, acting in good faith and with the intention of furthering the interests of the disclosing party.

15. **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, Wholesaler is responsible to make sure the information contained in the application is true, complete and correct.
16. **Notices.** Unless applicable law requires a different method, any notice that must be given to Wholesaler 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 Wholesaler at the address set forth at the end of this Agreement or at different address(es) if Insential is given notice of the different address(es). Unless applicable law requires a different method, any notice that must be given to Insential 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 Insential at 5601 Granite Parkway, Suite 240, Plano, Texas, 75024, with a copy (which shall not constitute notice) to Karl W. Leo, Leo & Brooks, LLC, 200 Randolph Avenue, Suite 200, Huntsville, AL 35801, or at different address(es) if Discloser is given notice of the different address(es).
17. **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 Insential. This Agreement may not be assigned by Wholesaler and shall not inure to Wholesaler's successor, unless agreed to in writing by Insential.
 - (e) The failure of Insential 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) Wholesaler 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____.

INSENTIAL:

INSENTIAL, INC.
A Wisconsin corporation

By: _____
(signature of authorized representative)

_____, its _____
Print Name Title

WHOLESALER:

_____ (Wholesaler's Legal Name)

By _____
(signature of authorized representative)

_____, its _____
Print Name Title

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

State where Wholesaler was organized or incorporated : _____

Wholesaler's EIN or SSN: _____

Wholesaler's Address:

_____ Phone _____

_____ Fax _____

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