

BROKER AGREEMENT

THIS BROKER AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20_____, effective as of the _____ day of _____, 20_____, by and between RMA Brokerage, LLC, an Indiana limited liability company d/b/a Caitlin-Morgan Insurance Services (hereinafter referred to as "Company"), and _____, an Indiana _____ (hereinafter referred to as "Broker").

WITNESSETH:

WHEREAS, Company is in the business of selling insurance policies, plans and products and desires to engage Broker, and Broker desires to be engaged by Company, upon the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services to be Provided. Broker agrees to be engaged by Company to sell insurance policies, plans and products on behalf of Company, and to provide other services on behalf of Company as agreed from time to time. A detailed description of the insurance products to be sold by Broker is attached hereto as Exhibit A and made a part hereof by this reference. It is the intention of the parties for Broker to be an independent contractor as to Company, and no employer-employee relationship is created hereby between Company and Broker or between Company and any employee of Broker.

2. Compensation. Broker shall be entitled to receive commissions and other compensation on a sale by sale basis in accordance with the commission schedules and compensation arrangements then in effect.

As the parties intend that Broker be an independent contractor, compensation payable to Broker by Company shall be remitted gross without deduction for any payroll taxes, with Broker responsible for the advance payment of Broker's own federal and state income tax liability and federal self-employment tax liability and/or the advance payment of any federal and state income tax liability and federal self-employment tax liability of Broker's employees. Broker, on behalf of itself and its shareholders, officers, directors, members, managers, employees and agents, agrees to indemnify and hold harmless Company and its shareholders, officers, directors, members, managers, employees and agents from any liability for failure to withhold payroll taxes on compensation paid to Broker or Broker's employees.

3. Authority of Broker. Broker acknowledges and agrees that neither Broker nor any employee or agent of Broker shall have authority to bind any insurance policy or insurance coverage, and that Broker requires the written authority of Company to bind any insurance policy or insurance coverage.

4. Liability for Uncollected Earned Premium. (a) Broker acknowledges and agrees that if Broker sells any insurance policy, plan or product under an “agency bill” arrangement and the customer does not make all payments required by the insurance contract, Broker shall pay to Company any uncollected earned premium and any fees charged by Company which were documented in the insurance quote. If payment of any such uncollected earned premium and fees is not made by Broker to Company within ten (10) days after Company’s written request to Broker for payment, then the unpaid amount shall accrue interest at the rate of twenty-one and 6/10 percent (21.6%) per annum, beginning on the date the premium was originally due until paid in full.

(b) Section 4(a) shall not apply to uncollected audited premium; in the event that a customer does not pay any audited premium within thirty (30) days after agency billing, then Broker shall have the option to either

(i) pay to Company any uncollected audited premium and any fees charged by Company which were documented in the insurance quote and then Broker may seek to collect from the Customer, or

(ii) notify Company that Company may seek to collect the uncollected audited premium from the Customer, with Broker to have no further liability to Company for any part of such audited premium except to remit to Company any audited premium which it collects from the customer after the date of the notice to Company, and Broker to have no right to receive commission on the audited premium if it is collected after the date of notice to Company (whether actually collected by Company or by Broker).

5. Term; Termination. (a) The term of this Agreement shall begin on the effective date specified above, shall end on December 31 of the calendar year in which the effective date falls, and shall automatically be extended on the same terms and conditions for a period of one (1) year at the end of the initial term and each extension thereof unless either party gives written notice to the other that this Agreement shall not be so extended at least sixty (60) days prior to the expiration of the initial term or any one-year extension thereof.

(b) In addition, this Agreement may be terminated ((i) At any time by mutual agreement of the parties in writing; (ii) At any time by either party, without cause, upon thirty (30) days' written notice to the other party; (iii) Immediately by Company, for cause, including, without limitation, Broker’s material breach of this Agreement or Broker’s failure or refusal to satisfactorily perform Broker’s duties hereunder; or (iv) Upon Broker’s dissolution, as of the date of dissolution, or Broker’s cessation of business, upon the date of cessation of business.

(c) Within ten (10) days after termination or expiration of this Agreement, Company shall pay Broker all sums due hereunder as compensation or expense reimbursements.

6. Liability for Broker’s Actions; Indemnification. Broker and Company expressly agree that Company shall not be liable for any action or failure to act of Broker or any of Broker’s employees or agents which is outside the scope of Broker’s engagement hereunder. On or prior to

the execution of this Agreement and upon request at any time during the term of this Agreement, Broker will provide Company with proof of Broker's errors and omissions insurance coverage (coverage to be reasonably acceptable to Company) and with proof that Broker is licensed to sell insurance in any state in which a policy sold through Company by Broker is to be issued.

Broker, on behalf of itself and its shareholders, officers, directors, managers, members, employees and agents, agrees to indemnify and hold harmless Company and its officers, members, managers, employees, agents, successors and assigns from and against any and all losses, damages, injuries, claims, demands, actions and causes of action, and all expenses, legal or otherwise (including court costs and attorneys' fees), of any kind and nature arising against any of them as a result of or caused by any action or failure to act of Broker or any of Broker's employees or agents which is outside the scope of Broker's engagement hereunder. The waiver of liability and indemnification contained in this section shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise.

7. Liability for Company's Actions; Indemnification. Broker and Company expressly agree that Broker shall not be liable for any action or failure to act of Company or any of Company's employees or agents which is outside the scope of Company's engagement hereunder. Upon request at any time during the term of this Agreement or at execution, Company will provide Broker with proof of Company's errors and omissions insurance coverage (coverage to be reasonably acceptable to Broker) and with proof that Company is licensed to sell insurance in any state in which a policy sold through Company by Broker is to be issued.

Company, on behalf of itself and its officers, managers, members, employees and agents, agrees to indemnify and hold harmless Broker and its shareholders, officers, directors, members, managers, employees, agents, successors and assigns from and against any and all losses, damages, injuries, claims, demands, actions and causes of action, and all expenses, legal or otherwise (including court costs and attorneys' fees), of any kind and nature arising against any of them as a result of or caused by any action or failure to act of Company or any of Company's employees or agents which is outside the scope of Company's engagement hereunder. The waiver of liability and indemnification contained in this section shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise.

8. Remedies. If Broker breaches any of the terms and conditions of this Agreement, Company may pursue litigation to obtain damages for any breach of this Agreement, to enforce the specific performance hereof by Broker or to enjoin Broker from violating the terms of this Agreement, and the prevailing party shall be entitled to recover such party's attorneys' fees and costs incurred in such action from the losing party.

9. Notices. All notices hereunder shall be in writing and shall be deemed to have been given at the time when mailed in any United States Post Office addressed to the address of the respective parties stated below, or to such changed address as such party may have fixed by notice as aforesaid.

If to Company:

Attn: Gerry Dumke
RMA Brokerage, LLC d/b/a Caitlin-Morgan Insurance
Services

11555 North Meridian Street
Suite 100
Carmel, IN 46032

If to Broker:

10. Non-Waiver; Severability. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or conditions. The invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Entire Agreement. This Agreement embodies the entire understanding between the parties, any and all prior correspondence, conversations or memoranda being merged herein and replaced hereby and being without effect hereon, and no change, alteration or modification hereof may be made except in writing signed by both parties hereto.

12. Binding Effect; Assignability. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns; however, Broker may not assign or transfer Broker's rights or obligations under this Agreement without the prior written consent of Company. Company may assign its rights and obligations hereunder, including the right to enforce the restrictive covenants applicable to Broker contained herein, in the event that Company sells its business or substantially all of its assets or merges into any other entity.

13. Governing Law; Jurisdiction and Venue. This Agreement is made in the State of Indiana and shall be governed by the laws of the State of Indiana (not including the choice of law rules thereof). The parties agree that any action, whether Federal or state, brought by any party arising out of or in any way connected with or related to this Agreement shall be brought and maintained exclusively in courts within Marion County, Indiana, and the parties hereby waive all defenses premised upon questions of personal jurisdiction or venue in any such action.

14. Restrictive Covenant of Company. Company agrees that during the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement, neither Company nor any of Company's members, managers, officers or employees shall solicit any person or entity which Broker submits to Company for an insurance quote for the sale by Company of any insurance product or service without the prior written consent of Broker.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

RMA Brokerage, LLC, an Indiana limited liability company d/b/a
Caitlin-Morgan Insurance Services

By: _____

Printed: Gerry Dumke

Title: VP Underwriting

BROKER:

, an

Indiana

By: _____

Printed: _____

Title: _____

Exhibit A

Description of Products and Services to be Sold by Broker

- Property Insurance
- Casualty Insurance
- Auto Insurance
- Workers Compensation
- Alternative Risk Programs