

6. Producer shall guarantee and be liable for payment to Company of any earned premium on all policies of insurance written through Company pursuant to an order by Producer to bind, whether or not any premium has been collected by Producer.
7. In the event that the placement of insurance through Company is effected on a surplus lines basis, Producer warrants that it will properly process surplus lines affidavits, filings and pay taxes in compliance with applicable laws and regulations of the jurisdictions where authorized. In those jurisdictions where Producer is not authorized, Producer will report to the Company who is responsible for compliance with the Surplus Lines Laws.
8. In respect of each policy of insurance or endorsement thereto bound or executed under this Agreement, Producer shall pay to Company within 45 days of the inception date of the policy or effective date of the endorsement, one hundred percent (100%) of the gross premium less Producer's commission, plus one hundred percent (100%) of any service fees, taxes, assessments or similar charges stipulated on the policy by Company. Any fees charged to the policyholder by Producer shall be in compliance with all laws and shall be a matter solely between Producer and the retail agent of the insured (i.e. Producer's client).
9. Company will allow Producer commission at a rate agreed at the time of binding each policy of insurance. Producer shall return to Company commission, at the originally allowed rate, previously retained by Producer on any unearned premium due to the cancellation of a policy of insurance or any adjustment to the premium made by Company under the terms of the policy of insurance.
10. Producer shall have no right to offset or take credit for any commission or premium under one policy of insurance against any other policy of insurance placed through Company.
11. In the event Producer is unable to collect any additional premium due at audit, Producer may request Company to undertake direct collection of the premium from the policyholder. Producer shall be relieved from responsibility for payment of the additional premium provided the request is made in writing no later than 60 days from the date Company mailed the original bill for the additional premium to Producer. No commission shall be paid or deemed earned on any such additional premium collected directly by Company. If Producer fails to make a request for direct collection by Company within the time period specified herein, then Producer shall pay the additional premium due to Company.

12. In the event a policyholder contracts with a finance company to pay premium due Company, the terms and timing of payment to Company shall be as set out in paragraph 8.
13. Producer acknowledges that Company and its insurers are not party or parties to any arrangements made by or on behalf of Producer's clients with an entity providing financing to pay any premium due Company. Further, in accordance with Paragraph 2., Producer shall not present itself as the agent or representative of Company or its insurers in dealing with any such entity.
14. Inspection fees and policy fees charged by Company for any policy of insurance written through Company shall be fully earned by Company upon binding of the policy and will not be returned in the event of cancellation of the policy.
15. To effect flat cancellation of a policy of insurance (i.e. the cancellation is effective from inception of the policy); Producer must either return the original policy (i.e. the policyholder's copy) or provide a fully executed "lost policy release" to Company so that it is received by Company within 10 days of the inception date of the subject policy of insurance. Producer shall not be entitled to credit for any cancellation of a policy of insurance until proof of such cancellation has been provided to and accepted as satisfactory by Company.
16. Provided that all premium due Company has been fully paid pursuant to this Agreement, Producer shall retain full ownership and control of all expirations.
17. Producer shall instruct each retail agent of the policyholder for which it places a policy through Company that any and all claims or potential claims must be reported promptly. Producer understands that prompt reporting of claims protects the interests of all parties. Producer shall report all claims or potential claims to Company, or its designated representative, promptly upon notice. Furthermore, Producer agrees to cooperate fully with Company and its insurers or designated representatives in the investigation and adjustment of any claim.
18. Producer shall not place any advertisement, or circulate any advertising, promotional or similar materials, in any form whatsoever, bearing the name of Company or its insurers, without prior written consent of Company. In no event shall Company or its insurers be responsible for any cost or expenses for such advertising. Furthermore, if Company provides consent, this action shall not in any way whatsoever transfer to Company any of Producer's responsibility for advising its clients .

19. In doing business with Company, Producer may be provided access to Company's proprietary computer systems. Producer shall not show or demonstrate Company's systems without Company's prior written approval or provide passwords or access codes to any third party and shall keep all information regarding such systems confidential. Producer understands the great value to Company of such systems and will do everything reasonably possible to protect this value. Producer acknowledges that monetary damages may not be a sufficient remedy for a breach of this provision and that Company shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
20. This Agreement is non-assignable and neither party may assign or delegate any of its rights, interest, or obligations under this Agreement.
21. This Agreement shall be effective as of the day and year first written above and shall continue in force and effect until terminated.
22. This Agreement may be terminated at any time by Company or Producer for any reason whatsoever upon thirty (30) days written notice.
23. Either party may terminate this Agreement immediately upon the happening of any of the following events:
 - a. The insolvency, bankruptcy, liquidation, conservatorship, administrative supervision or dissolution of either party or any one of Company's insurers;
 - b. The voluntary or involuntary appointment of a receiver or liquidator to manage the affairs of either party; and,
 - c. A breach of any provision of this Agreement by either party which is not remedied within ten (10) days after written notice of such breach is given to such party.
24. Termination of this Agreement shall not affect the responsibilities of the parties as set out under this Agreement in respect of any policies bound prior to the termination date.
25. To be effective, a notice of termination must be sent by registered mail to the address specified below or as may be amended from time to time and endorsed hereon.

26. Company will not be responsible for the errors and omissions of Producer, provided that Company did not cause, contribute or compound such errors or omissions. Producer must maintain Errors and Omissions Coverage in an amount not less than \$1,000,000 covering all operations and employees conducting the business under this Agreement. The Errors and Omissions insurance policy must be issued by an insurer rated "A- VII", or better, by A.M Best, and a copy of the Declaration Page of the policy evidencing the existence of such policy shall be provided to the Company upon reasonable written request.
27. Producer agrees to defend, indemnify and hold harmless Company and its insurers, their respective affiliates and subsidiaries and officers, directors, and employees from any damage and against any liability for loss, cost, expenses, fines, penalties, including punitive or exemplary damages and all cost of defense:
 - a. arising from any error or omission, whether intentional or unintentional, by Producer and/or its officers, directors or employees, related to or arising out of the business covered by this Agreement;
 - b. arising from any breach by Producer of any warranty, requirement, agreement, condition, responsibility, undertaking or any other obligation under this Agreement;
28. Company agrees to defend, indemnify and hold harmless Producer and its insurers, their respective affiliates and subsidiaries and officers, directors and employees from any damage and against any liability for loss, cost, expenses, fines, penalties, including punitive or exemplary damages and all cost of defense:
 - a. arising from any error or omission, whether intentional or unintentional, by Company and/or its officers, directors, employees, and its sub-producers, related to or arising out of the business covered by this Agreement.
 - b. arising from any breach by Company of any warranty, requirement, agreement, condition, responsibility, undertaking or any other obligation under this Agreement;
29. Paragraphs 19, 20, 28. and 29, shall survive termination of this Agreement.
30. Producer shall not disclose to Company any non-public personal financial information or non-public personal health information related to a policyholder or beneficiary, or to any consumer or customer (as such terms are defined under applicable state and federal privacy laws), except as necessary to carry out its duties and obligations to its clients under this Agreement or as otherwise required under applicable state or federal law, including, without limitation, the Gramm-Leach-Bliley Act, and any state law or regulation implementing the same.



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31. Producer represents that Producer is in compliance with the Violent Crime Control and Law Enforcement Act of 1994 and that Producer will not employ or continue to employ as an officer, director, employee, or other person authorized to act on behalf of Producer, any individual who has ever been convicted of any state or federal criminal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. 1033 unless the individual has obtained the prior written consent of the insurance regulatory official possessing authority over such individual. Producer shall notify Company promptly of any individual who has obtained such written consent.

 32. This Agreement shall supersede any previous agreement between Company and Producer and shall be applicable to all policies of insurance quoted and/or bound after the date hereof. This Agreement may only be amended in writing and any such amendment must be executed by both Producer and Company.

 33. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties thereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.

 34. Producer hereby agrees to submit the jurisdiction of Collier County, Florida, and appoints the Secretary of State of Florida as Producer's agent for all purpose of service of process. The validity, interpretation and construction of this Agreement shall be governed by the laws of the State of Florida.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above. This Agreement may be executed in two or more counterparts, each of which shall be deemed to an original, but all of which shall constitute one and the same agreement.

<p>COMPANY: DUAL Commercial LLC</p> <p>By:</p> <p>Name: Patrick Small Title: EVP Address: 1100 Fifth Avenue South, Suite 301 Naples, FL 34102</p>
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<p>PRODUCER:</p> <p>By:</p> <p>Name: Title: License #: Federal Tax ID #: Address:</p>
