

Agency Name:

This agreement is between the producer ("you" and "your") indicated above and Arlington/Roe & Co., Inc. ("we", "us" and "our"). Nothing contained in this agreement or in any of "our" rules or practices shall be construed as creating an agency relationship between "you" and "us". "You" are an independent contractor and are expected to exercise "your" own judgment and discretion in the conduct of "your" business, subject to this Brokerage Agreement and the requirements of law.

Authority: "You" have no authority to bind any risk with any of "our" companies unless "we" specifically, in writing, grant "you" authority. "You" have no authority and "you" agree not to submit to "us" any risk which would be excluded by "your" errors and omissions insurance.

Insurance Licensing: "You" agree that "you" are properly licensed to produce business under the insurance laws of any state "you" reside in or in which a risk insured through "your" organization is serviced by "you". "You" also agree that if "you" or any of "your" employees' insurance licenses are denied renewal or revoked "you" will advise us immediately.

Payment Terms: "You" agree to pay "us" in accordance with "our" established payment terms and conditions. "You" agree to be responsible for payment regardless of non-payment by "your" insured except for direct bill business. In the event "we" are not paid on a timely basis and "we" incur additional costs related to the collection of monies due "us", "you" agree to be responsible for all additional costs associated with "our" efforts to collect the outstanding balance due "us".

Ownership of Expirations: The use and control of "your" expirations shall remain "your" property as long as "you" have paid "your" account. Remuneration: Commissions paid to "you" or received by "you" are subject to change.

Errors & Omissions Insurance: "You" agree that "you" currently carry and will maintain in force for the duration of this Agreement, Errors & Omissions Insurance with a limit of at least \$1,000,000.00.

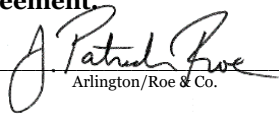
Indemnification: Arlington/Roe shall defend, indemnify and hold "you" harmless against any and all claims, suits, actions, fines, judgments, and other expenses incurred, as a result of the negligence of Arlington/Roe, its agents or employees, in the performance of their duties under this Agreement. "You" agree to defend, indemnify and hold Arlington/Roe, and "our" insurance companies with whom "we" place business, harmless against and in respect of any and all claims, suits, actions, fines, judgments, expenses, damages, and losses incurred by "us" including attorney's fees, costs of litigation, and other expenses incurred, including defense, as a result of the acts, errors or omissions committed by "you", "your" agents or employees, in the performance of "your" duties under this Agreement.

Changes: "You" agree to report any changes in ownership to "us" within 30 days of the change. "We" reserve the right to continue to honor the terms of this agreement for the new ownership and/or entity.

Termination: Any violation(s) of these terms could result in immediate termination of this agreement and "our" relationship.

By signing below the duly authorized representatives of the parties to this Agreement agree to abide by the terms and conditions of this agreement.

By:



Arlington/Roe & Co.

J. Patrick Roe

By:

Principal

Name: (Typed/Printed)

Title:

Senior Vice President, Marketing & Sales

Title:

Date:

04/24/2024

Date:

E-mail: