

BROKER AGREEMENT
AMERICA'S INTERNET BROKERS, INC.
3237 ROUTE 112
MEDFORD, NY 11763
PHONE 631-853-9888
FAX 631-853-9850

Name _____

Office Address _____

Home Address _____

Phone

Home _____

Fax _____

Mobile _____

Pager _____

S.S. # or Federal ID # _____

Brokers License # _____

Date of Birth _____

AGREEMENT, made this _____ day of _____, By and between America's Internet Brokers, Inc., a New York corporation, with its office and principal place of business located at 3237 Route 112, Suite 3, Medford, NY 11763, hereinafter referred to as AIB; and _____, a _____, with an office and principal place of business located at _____, hereinafter referred to as the Broker.

WHEREAS, the Broker warrants that Broker holds an insurance brokers license issued by the State of _____, being License No. _____, currently in force; and;

WHEREAS, the Broker wants AIB to place insurance with and for acceptance by admitted carriers in compliance with the laws, rules and regulations pertaining thereto regarding the placement of such business; and

WHEREAS, Broker further certifies that any business which Broker shall submit to AIB for placement involving persons or property situated in a state other than that of Broker's domicile, will, if accepted, be effected only in accordance with the laws, rules and regulations governing such placement and not otherwise; and;

WHEREAS, AIB agrees to allow Broker commission on such business, if and when placed, as shall be agreed upon by the parties from time to time.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Broker shall be and remain liable to AIB for the payment of all premium, 25% of which premium shall be due upon the date the insurance is effected, and the balance payable not later than (30) days after the end of the month in which coverage is effected except as hereinafter set forth.
2. The foregoing shall not be deemed waived, released, forgiven, nor shall it be deemed a violation if for any reason upon the failure of the Broker to pay the premium as above set forth. AIB shall seek to collect the same from the assured, it being agreed that under such circumstances, AIB shall be acting in all respects as attorney in fact for the Broker, which relationship shall be deemed to be a consideration for entering into this Agreement on the part of AIB.
3. Broker agrees to ratably refund to AIB commissions on all business placed with AIB on all cancelled policies, or reduced premiums, at the same rate at which such commissions were originally allowed Broker. Such refund shall be paid to AIB within 30 days after broker is advised of the cancellation or reduction adjustment.
4. If the Broker shall extend credit to the assured, it shall be at the Broker's sole risk and premiums shall be paid to AIB by the Broker when due, whether or not they are collected by the Broker or whether or not the Broker has extended credit to the assured.
5. Anything heretofore or hereafter to the contrary notwithstanding, in the situation where premium for a policy or policies, which have been issued, cannot be fully determined in advance and where a determination, after a specific time period, by audit or otherwise, shall have been made, then the amount of such additional premium due shall be paid by the Broker to AIB within (30) days after such additional amount shall have been determined and billed to the Broker.
6. The parties hereto understand and agree that in no event, nor under any circumstances whatsoever, shall this Agreement ever be interpreted or constructed to the effect that the Broker may bind AIB or any company or underwriter represented by AIB.
7. The parties agree that in the event of the termination of this Agreement, the Broker having accounted for and paid over all premiums for which he is or may be liable, the Broker's records, and use of control of expirations, shall remain the property of the Broker and be left in his undisputed possession; otherwise, the records, use and control of expirations shall be vested exclusively in AIB.
8. All insurance issued by AIB on behalf of the Broker to assureds, is not subject to flat cancellation, except prior to inception. All cancellations, however, at the request of underwriters or insurance companies, will be on a pro rate basis.
9. This agreement shall be interpreted and enforced in accordance with the laws of the State of New York the courts of which state shall have exclusive jurisdiction over the parties as respects any dispute arising hereunder.
10. This Agreement may not be changed or modified except in writing and signed by the parties hereto.
11. The parties hereto agree that this Agreement shall not become effective until accepted by AIB and, when accepted, shall supersede all previous broker agreements, whether oral or written, between the parties; and the parties agree that this Agreement contains all of the contractual agreements existing between them relative to the brokerage relationship, and all other written or oral arrangements are deemed to be merged herein.

12. It is specifically understood and agreed that notwithstanding anything to the contrary herein set forth, this Agreement shall not be interpreted or constructed so as to:
- a) prevent the Broker from executing other or similar agreements with competitive agents;
 - b) compel AIB to accept or place all or any of the business offered to it by the Broker.
13. This Agreement may be terminated at any time by either party, upon ten (10) days written notice to the other party, sent by Registered or Certified Mail, Return Receipt Requested. Such termination, however, shall in no event effect the representative rights or liabilities of either party accruing upon the date of termination. Irrespective of termination in accordance herewith, any subsequent business placed by the Broker with AIB shall be deemed to be in accordance with the terms of this agreement and as though this Agreement were still in full force and effect.
14. The Broker warrants and represents to AIB that the broker now has in force and effect a valid and binding contract of liability insurance covering the Broker for damages occasioned by errors or omissions alleged to have been caused by the Broker. Said contract is written with _____, which carrier has its home office at _____ and bears No. _____. The broker further warrants and represents that the premium for said policy has been fully paid and that the 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 of not less than \$3,000,000.
15. Notwithstanding any other provision of this Agreement and as a special consideration of the execution of this Agreement by AIB, the Broker agrees for him or herself, or if a corporation, by it and its principals and to hold AIB agents, servants employees free and harmless, and indemnify them from each and every claim of alleged errors and omissions caused by, or related to, the acts of the Broker, its agents, servants, principals, and employees, including legal fees, costs and disbursements that may reasonably be incurred by AIB in the defense of such claim or claims to the full extent therefore, with interest thereon, until paid.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BROKER: _____

BY: _____

Agreement accepted and effective at Medford, New York this _____ day of _____, 2_____.

AMERICA'S INTERNET BROKERS, INC..

BY: _____
(Title)