



AGENCY MARKETING AGREEMENT

AGENCY MARKETING AGREEMENT ("Agreement") between NORMAN-SPENCER AGENCY, INC., an Ohio corporation ("Norman-Spencer"), and the Agency listed below ("Agency").

Agency has provided the following information to NORMAN-SPENCER to induce NORMAN-SPENCER to allow it the consideration of placing business in Norman-Spencer's Program and Wholesale Units, pursuant to one or more Proposals, which are incorporated in this Agreement by reference ("Proposals"). Intending to be legally bound, Agency and NORMAN-SPENCER agree to the terms and conditions in paragraphs 1 through 10 below:

AGENCY INFORMATION

Please complete and return 2 copies for participation in NORMAN-SPENCER's Program and Wholesale Units...NORMAN-SPENCER will return 1 copy of the accepted agreement. Please attach a copy of your Agency's current E&O Declarations Page along with a copy of your Agency's current resident license and if applicable, non-resident license.

AGENCY

Name: _____

E-mail address: _____

Address: _____

Telephone No. (____)_____-_____

Fax No. (____)_____-_____

Partnership: Sole Proprietor:

Corporation: LLC:

County _____

E&O Policy #: _____

Date Established: _____

Federal ID #: _____

PRESENT PRINCIPALS/SHAREHOLDERS

Table with 3 columns: Name, Title, Years Experience. Includes three rows of blank lines for data entry.

Number of Licensed Agents/Producers: _____

Total Premium Volume: _____

Premium Mix Personal Lines _____ % Commercial Lines _____ %

TOP PREMIUM VOLUME COMPANIES

<u>Carrier</u>	<u>Branch Office</u>	<u>3Yr. Loss Ratio</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

TERMS AND CONDITIONS

1. Appointment of Agency. NORMAN-SPENCER shall grant Agency consideration to certain insurance coverages made available through NORMAN-SPENCER as described in the Proposals, but only in compliance with all rules, regulations, and standards established by NORMAN-SPENCER (including in the Proposals) or by the underwriters, carriers or managing general agents for such coverages. This Agreement shall apply to all coverages made available through NORMAN-SPENCER and sold by Agency.
2. Duties of Agency. Without limitation, Agency agrees to report immediately to NORMAN-SPENCER, with full details, any fact, occurrence or incident that may result in a loss or claim. Agency shall forward all documents and cooperate fully with NORMAN-SPENCER in the investigation and adjustment of any claim, if requested. Agency agrees to keep complete records and accounts of all transactions, and to permit NORMAN-SPENCER to inspect all records pertaining to business transacted under this Agreement. It is the responsibility of Agency to service each account and inform NORMAN-SPENCER as to the type and amount of coverage. NORMAN-SPENCER assumes no responsibility to Agency, the insured, or any other party with regard to the adequacy, amount or form of coverage obtained through any insurance carrier. Agency agrees that it is Agency's sole responsibility to notify the insured of policy expiration and to send all required notices of non-renewal.

3. Commissions.

NORMAN-SPENCER agrees to allow Agency, where applicable or as stated in the proposal, a commission on business submitted through NORMAN-SPENCER. Agency agrees to refund to NORMAN-SPENCER any unearned commissions on all business placed with NORMAN-SPENCER at the same rate as which such commissions were originally allowed Agency.

4. Premium.

a. Agency shall be liable for payment of all premiums when due under policies issued or bound pursuant to this Agreement, whether or not they are collected by Agency and whether or not they are financed, and any credit extended to the insured or others shall be at the sole risk of Agency. Agency shall pay all premiums to NORMAN-SPENCER prior to binding of coverage on new policies, or within 10 days after the date on which renewal coverage is bound; Agency shall pay all endorsement premiums to NORMAN-SPENCER within 30 days after binding of such endorsement coverage. "Premiums" include the policy premium, state taxes, all tax filing fees, policy and inspection fees, and earned premium on any and all binders issued at the request of Agency, and any unearned commissions due NORMAN-SPENCER on policies that have been canceled.

b. Agency agrees to use all reasonable efforts to collect from the insured additional premiums developed under audits. If such premiums are uncollected and the unpaid account is returned within 25 days after receipt by Agency, with evidence that Agency has made a reasonable and responsible effort to

collect said premiums, and if the carrier issuing the policy agrees to undertake direct collection efforts thereafter and not to hold NORMAN-SPENCER or Agency responsible for such audit premium, NORMAN-SPENCER shall return said account to the carrier for collection, and Agency shall receive no commission on audits returned for direct collection.

c. Agency agrees to make reasonable efforts to assist NORMAN-SPENCER and any carrier to collect any premiums on insurance bound or written under this Agreement. Every policy for which NORMAN-SPENCER has not been paid when due shall be subject to Notice of Cancellation for Nonpayment 10 days after the date of such Notice. Agency authorizes NORMAN-SPENCER to collect any unpaid premium directly from the insured [if NORMAN-SPENCER must pay such premium to the underwriter or carrier].

d. Agency must notify NORMAN-SPENCER immediately if a policy or binder is to be canceled. No policy or binder will be canceled flat. No cancellation on a binder or policy will be backdated. Agency is responsible for any earned premium on a binder or policy even if the premium has not been collected from the insured. If a finance premium is canceled and the premium has been refunded to the premium finance company, Agency must immediately refund any unearned commissions due to NORMAN-SPENCER. NORMAN-SPENCER reserves the right to refund premiums directly to a premium finance company upon cancellation of a policy. Nothing in this Agreement shall limit or restrict NORMAN-SPENCER's right to reject, cancel or non-renew any binder, policy or other contract of insurance issued under this Agreement.

e. NORMAN-SPENCER is authorized to apply credits issued to the Agency or its insureds against any outstanding amounts owed to NORMAN-SPENCER by Agency. Agency's commissions and any other money due to Agency shall be subject to offset by NORMAN-SPENCER, or any of its affiliates, for any money due from Agency to NORMAN-SPENCER or its affiliates. This provision shall not be affected by the insolvency of Agency.

5. Responsibility for NORMAN-SPENCER Liabilities Created by Agency. Agency shall indemnify and hold NORMAN-SPENCER harmless from any liability, cost, or expense (including reasonable attorneys' fees) ("Liabilities") arising from this Agreement or any insurance bound or written under this Agreement, or from any obligations or Liabilities incurred by NORMAN-SPENCER in connection with the insurance programs offered by NORMAN-SPENCER or Agency pursuant to this Agreement, including, without limitation, any Liability of NORMAN-SPENCER to any insurance carrier or underwriter, any Liability arising out of any breach of this Agreement by Agency or out of any misrepresentation by Agency to NORMAN-SPENCER (or any carrier or underwriter), any Liability arising out of any violation of any applicable laws by Agency, or any liability arising out of any unauthorized actions or dishonest or fraudulent conduct of Agency.
6. Agency Insurance for NORMAN-SPENCER Benefit. Agency has provided to NORMAN-SPENCER with this Agreement a copy of the Declarations Page of its current Errors and Omissions Policy in an amount of at least \$1 million per claim. Agency shall also provide NORMAN-SPENCER a standard Accord form Certificate of Insurance for such coverage issued to NORMAN-SPENCER.
7. Licenses. Agency has provided NORMAN-SPENCER a copy of a current resident license (if writing in its own state) and a copy of its non-resident license (for any other states in which it is writing). Agency warrants that it holds all applicable licenses required by the state of its domicile, and all other licenses required to do business under this Agreement. Agency warrants that it will comply with all applicable laws and regulations required to do business under this Agreement and the Proposals, including all laws concerning placement of insurance through admitted and/or non-admitted carriers. Agency will indemnify NORMAN-SPENCER for any Liability (including tax liability) arising as a result of

NORMAN-SPENCER accepting any application submitted by Agency.

10. Termination. This Agreement may be canceled at any time by either party on 30 days' written notice to the other, provided, however, that NORMAN-SPENCER may cancel this Agreement immediately in the event of nonpayment of any amount by Agency, or any dishonest or fraudulent conduct by Agency (or its principals), or upon 10 days' written notice upon any other breach of this Agreement by Agency. Due to the special relationship Agency has with NORMAN-SPENCER as a result of Agency's participation in NORMAN-SPENCER's Mass Marketing Programs under this Agreement, and the special duties Agency performs on behalf of NORMAN-SPENCER, Agency waives any statutory termination requirements imposed on NORMAN-SPENCER by various jurisdiction and regulatory entities, and shall abide only by the termination provisions stated in this Agreement.

9. Assignment. NORMAN-SPENCER's willingness to enter into this Agreement with Agency is based on NORMAN-SPENCER's personal evaluation of the controlling principals of Agency, as identified on the first page of this Agreement. Accordingly, Agency may not assign or transfer this Agreement or any of its rights under it to any other person without the prior written permission of NORMAN-SPENCER, and the prior written agreement of such proposed transferee to be bound by the terms and conditions of this Agreement.

10. Miscellaneous. Agency shall exercise full control and discretion in the performance of its duties under this Agreement, and neither Agency nor any of its employees shall be deemed NORMAN-SPENCER's employee or agent. It is agreed that Agency is an independent contractor for all purposes and at all times, and shall be wholly responsible for payment of all expenses of performance of its services under this Agreement, and for withholding a payment of all Federal, state and local income and other payroll taxes. Except as provided in this Agreement, Agency shall not have authority to obligate, bind or otherwise act for NORMAN-SPENCER. This Agreement constitutes the entire understanding between NORMAN-SPENCER and Agency concerning the subject matter of this Agreement. This Agreement may not be amended, except by an instrument in writing duly executed by NORMAN-SPENCER and Agency. All representations, warranties, covenants, terms, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and permitted assigns of NORMAN-SPENCER and Agency. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

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

NORMAN-SPENCER AGENCY, INC

By: _____

Printed Name: _____

Title: _____

Date: _____

(Agency Name)

By: _____

Printed Name: _____

Title: _____

Date: _____