

Pipeline Wholesale Insurance Services, Inc.

8530 La Mesa Blvd #208

La Mesa, CA 91941

Phone: 877.465.7473 (PIPE) Fax: 877.365.7473

Agency Profile

Agency Name: _____

Mailing Address: _____ Physical Address: _____

Agency Phone: _____ Agency Fax: _____

Agency Structure

Type (Circle One): Corporation / LLC / Partnership / Sole Proprietor

Tax ID: _____ Years in Business: _____

Number of Employees: _____ Years at Location: _____

Principals and Authorized Parties

Name: _____ Title: _____

Ownership: _____

Name: _____ Title: _____

Ownership: _____

Name: _____ Title: _____

Ownership: _____

Name: _____ Title: _____

Ownership: _____

Agency Operations

Annual Agency Volume \$: _____ Commercial: _____

Annual P&C Written \$: _____ Personal: _____

Specialty Business: _____

Current Finance Source(s): _____

State(s) of Operation: _____

Agency E&O Carrier: _____ Policy Number: _____

Please include a copy of the declarations page and a copy of the agency's broker bond

Does the agency have blanket Employee Dishonesty Coverage? If yes, complete the following:

Carrier: _____ Policy Number: _____

Amount of Coverage \$: _____ Policy Term: _____

Contact Information

Primary Contact: _____

Phone: _____

E-mail: _____

Sales Contact: _____

Phone: _____

E-mail: _____

Commercial Lines Specialists _____

Phone: _____

E-mail: _____

Accounting Contact: _____

Phone: _____

E-mail: _____

Operations Contact: _____

Phone: _____

E-mail: _____

Authorization and Certification

By signing below, I (we) apply to establish an insurance relationship with Pipeline Wholesale Insurance Services, Inc (PWISI) and certify that all information provided is correct and authorize you to check my (our) credit and verify the information provided in this application. By signing below, as a principal of the business, I further authorize PWISI to obtain personal credit information either directly or through a credit reporting agency in connection with the approval of this application for the above named agency.

I understand that I am not being asked to guarantee insurance transactions.

I (we) also certify under penalty of perjury that the tax identification and social security number(s) provided above are correct and that the business above named is not subject to backup withholding under the Internal Revenue Code. I (we) understand that additional information may be required before a decision can be made regarding this application. The undersigned are authorized representative(s) of the business and do hereby warrant and agree, that the above information is true and correct; that the agency will follow all underwriting instructions and procedures of PWISI; and upon termination of a finance agreement or cancellation of any policy, will pay unearned premium and or unearned commission to PWISI upon demand.

Principal's Signature/Title/Date

Signature/Title/Date

Pipeline Wholesale Insurance Services, Inc
BROKER AGREEMENT

Agreement No.

AGREEMENT entered into this day of , 20 , by and between (hereinafter, Broker) and **Pipeline Wholesale Insurance Services, Inc.**, 8530 La Mesa Blvd., #208 La Mesa, CA 91941 (hereinafter, "Pipeline").

WHEREAS, Broker wishes to place business through Pipeline for acceptance by admitted carriers and/or non-admitted carriers in connection with programs administered by Pipeline, in accordance with applicable laws and regulations; and

WHEREAS, Pipeline is willing to offer its' facilities to Brokers for placement of such insurance, all the foregoing in accordance with the laws and regulations pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, the parties hereto, intending to be legally bound, agree as follows:

1. Broker warrants that it holds a Broker's license issued by the state of its domicile and all other licenses required to do business hereunder and intends to place business through Pipeline for acceptance by admitted carriers and/or non-admitted carriers in compliance with the laws and regulations pertaining thereto regarding the placement of business with admitted and/or non-admitted carriers.

Broker further warrants that any business which it shall submit to Pipeline involving persons or property situated in a state other than that of its domicile will, if accepted, be effected in accordance with the surplus lines laws, insurance laws and/or similar applicable laws of that state and Broker will indemnify Pipeline for any tax liability and loss arising as a result of Pipeline's accepting any application submitted by Broker.

Broker shall be entitled to collect a commission on such business at a rate which shall be mutually agreed to between the parties at the time of placement of the business.

Broker shall not have authority to appoint other agents or sub-agents for purposes of this Agreement and shall not do so. Broker shall have no authority to make and shall not make any agency agreements on behalf of Pipeline, nor shall Broker make any agreements rendering or purporting to make Pipeline liable for the payment and/or repayment of expenses, commissions, or any other sums.

2. It is further agreed by and between the parties that payment of premiums shall be made by Broker to Pipeline not later than 14 days after the effective date of coverage, unless otherwise agreed to in writing. Failure to pay premiums as scheduled may result in cancellation of the subject policy. All premiums collected from insured's

which are to be paid to Pipeline shall be held by Broker in a fiduciary capacity in accordance with applicable law and should not be commingled with Broker's other funds.

Any payments to Broker under this Agreement shall be paid only to the extent permissible under applicable laws, rules and regulations. Broker shall have no right to such payment and Pipeline shall have no duty to make such payments in excess of those legally permissible.

Pipeline may, at its' option, offset Broker's proportional share of any return premiums from any payments due broker under this Agreement.

Notwithstanding any provision in this Agreement to the contrary, no compensation shall be payable to Broker subsequent to the termination of this Agreement if Broker commits any act of fraud, malfeasance or non-feasance in the performance of its' duties hereunder or induces or encourages any of Pipeline's clients, or any new clients or new lines, to obtain insurance brokerage services from a brokerage agency other than Pipeline.

3. Broker hereby guarantees the payment of all premiums due Pipeline on insurance bound or written hereunder, whether or not they are collected by Broker and whether or not they are financed.

4. Any credit extended to the insured or others shall be at the sole risk of the Broker and Broker guarantees that premiums shall be paid to Pipeline by Broker when due.

5. Insurance issued to insured's under any program administered by Pipeline shall not be subject to flat cancellation, unless agreed upon in writing.

6. Broker agrees to report immediately to Pipeline, or the designated claim administrator, any fact, occurrence or incident that may result in a loss or claim, together with full details thereof. Broker shall forward all documents and cooperate fully with Pipeline, or the designated claim administrator, in the investigation and adjustment of any claim, if requested.

7. Broker agrees to keep complete records and accounts of all transactions and to permit Pipeline to inspect all records pertaining to business transacted under this Agreement.

8. Broker agrees to maintain Errors and Omissions Coverage for itself and those for whom it is responsible, in an amount to be agreed to by the parties.

9. Broker shall not advertise in any way the name of Pipeline nor shall Broker advertise in any way the name of any company or underwriter represented by Pipeline without the prior written consent of Pipeline.

10. Each party shall defend and indemnify the other against liability arising out of or in connection with this Agreement, including cost of defense and settlements, imposed on the party being so defended and indemnified for damages sustained and caused by negligent acts or omissions or willful misconduct of the other party, provided the party being so defended and indemnified has not caused or contributed to such liability by his own negligent acts or omissions or willful misconduct. The party being so defended and indemnified agrees, as a condition to such indemnification, to notify the other party of any claim or suit against him and, subject to the prior written consent of the party being so defended and indemnified, to allow the indemnifying and defending party to make such investigation, settlement or defense thereof as the indemnifying and defending party deems prudent.

Notwithstanding any provisions herein to the contrary, Pipeline, at its option, may effect the recovery of damages under this Section 10 by offsetting such amounts against payments of amounts otherwise owing by it to Broker hereunder. Election of this remedy shall not be construed as exclusive, and shall not bar Pipeline from seeking any and all other remedies available at law or equity.

11. It is understood that Broker is an independent contractor and this Agreement does not permit Broker to bind Pipeline or any company or underwriter represented by Pipeline. Broker is not hereby the agent of Pipeline or any company or underwriter represented by Pipeline.

12. In the event of termination of this Agreement, so long as the Broker has promptly accounted for and paid all premiums for which it may be liable, the Broker's records, and use and control of the expirations shall remain the property of the Broker and be left in its undisputed possession: otherwise, use of the records and control of the expirations shall be vested exclusively in Pipeline.

13. This Agreement shall become effective when accepted by Pipeline and supersedes all previous agreements, whether oral or written. This Agreement may be terminated by either party at any time upon the giving of written notice of termination, but such termination shall not alter in any way the continued application of this Agreement to policies in effect as of the date of such termination and Broker shall complete the collections of premiums and continue to provide claims support and service on all policies in effect at termination.

14. This Agreement constitutes the entire and exclusive understanding between the parties with respect to its' subject matter and is to be construed in accordance with and governed by the laws of the State of California.

15. This Agreement may not be assigned by Broker without the written consent of **PIPELINE**.

16. This Agreement shall be binding upon and adhere to the benefit of the parties hereto, their respective heirs, successors and assignees.

17. All notices under this Agreement shall be delivered personally, or by pre-paid certified or registered mail, addressed to the address set forth on the first page of this Agreement.

18. No failure of either party to insist on strict compliance with this Agreement, or to exercise any right under it shall be a waiver of such right.

19. This Agreement may be amended, but then only in a written addendum to this Agreement executed by the parties.

20. All exhibits and schedules hereto shall be deemed a part hereof.

21. This Agreement may be executed in counterparts.

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

BROKER: _____

BY:
TITLE: _____

EMPLOYER'S IDENTIFICATION OR SS#: _____

BROKER'S LICENSE NUMBER: _____

Pipeline Wholesale Insurance Services, Inc.
CA License # 0F69717

BY: Phil Duncan
TITLE: C.O.O.