novacore

AGENCY INFORMATION

Please provide 2 copies of this Agency Information sheet (including the "Locations" list) if submission is made in hardcopy.

Agency	
Name:	Telephone No.
	Fax No.
Address:	Email address:
	Agency Type (Circle One):
	☐ Partnership; ☐ Sole Proprietor;
	☐ Corporation; ☐ LLC
County:	
Date Established:	Federal ID #:

Present Principals/Shareholders			
Name	**Title**	**E-Mail**	**Years of Experience**

Distribution, Volume, and Mix				
Number of Licensed Agents/Producers				
Total Premium Volume				
Premium Mix:	Personal Lines	%	Comm. Lines	%

Top Premium Volume Companies		
Carriers	**Branch Office**	**3 Yr. Loss Ratio**
MGAs	**Program**	**3 Yr. Loss Ratio**

Insurance
Errors & Omissions Policy Expiration Date

Locations			
Name and Address of Subsidiaries	**License State**	**FEIN**	**Resident Agency P&C License No.**
Name: **Address:**			
Name: **Address:**			
Name: **Address:**			
Name: **Address:**			
Name: **Address:**			
Name: **Address:**			
Name: **Address:**			
Name: **Address:**			
Name: **Address:**			
Name: **Address:**			

AGENCY MARKETING AGREEMENT

This Agency Marketing Agreement (the "**Agreement**") is entered into between NSM Insurance Services, LLC (the "**Company**") and the Agency listed in the Agency Information sheet attached hereto (the"**Agency**") (each a "**party**" and collectively the "**parties**") as of the date of the Company's signature set forth below (the **Effective Date**).

WHEREAS, Agency has provided the information in the Agency Information sheet attached hereto to induce the Company to allow Agency to participate in the Company's insurance programs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment of Agency. Subject to the other terms and conditions of this Agreement, The Company hereby permits Agency to sell, and act as a nonexclusive agent of record for, certain insurance coverages made available through the Company (the "**Subject Business**") in compliance with all rules established by the Company and any applicable insurers or managing general agents.

2. Duties of Agency

2.1 Generally. Agency shall perform those duties reasonably required by the Company to implement the applicable insurance programs and satisfy the Company's obligations under agreements between the Company and insurance companies offering the Subject Business.

2.2 Claims. Agency shall promptly report to the Company any fact, occurrence, or incident that may result in a loss or claim along with all known details (including any relevant documents requested), and cooperate fully with the Company in the investigation and adjustment of any claim.

2.3 Records. Agency agrees to keep complete records and accounts of all transactions, and to permit the Company to inspect all records pertaining to the Subject Business at Agency's place of business, or via electronic transmission or electronic access to Agency's records, upon prior written notice. The results of such inspection will be treated as Agency's confidential information, subject to applicable law and Company's need to disclose the results of such inspection to applicable insurers or managing general agents.

2.4 Duties in Respect of Coverage. Agency is responsible for servicing each account and informing the Company as to the type and amount of coverage. The Company assumes no responsibility to Agency, the insured, or any other party with regard to the adequacy, amount or form of coverage obtained through any insurer.

3. Representations, Warranties, and Attendant Covenants of Agency

3.1 Insurance. Agency has provided a copy of the declarations page of its current Errors and Omissions insurance policy to the Company, showing coverage in an amount of at least

$1,000,000 per claim, which coverage Agency shall maintain for the duration of this Agreement. Agency shall also provide a standard Accord form Certificate of Insurance for such coverage issued to the Company.

3.2 Licenses. Agency has provided the Company with a copy of a current resident license (if operating exclusively in its own state) and a copy of its nonresident licenses (for any other states in which it operates). 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, which licenses Agency shall maintain for the duration of this Agreement. Agency warrants that it will comply with all applicable laws and regulations required to do business under this Agreement, including all laws concerning placement of insurance through admitted and/or nonadmitted carriers.

4. Commissions. The Company agrees to allow Agency, where applicable, a commission on business submitted through the Company, as reflected in the Program Commission Schedule attached hereto. Agency agrees to refund to the Company any unearned commissions on business placed with the Company at the same rate as was originally allowed Agency.

5. Premium

5.1 Generally. Agency shall be responsible for collecting and submitting premiums due under the Subject Business to the Company within 30 days of binding coverage. To the extent not required by the preceding sentence, Agency shall use reasonable efforts to assist the Company and any applicable insurer in the collection of premiums due under the Subject Business. "**Premiums**" include the policy premium, state taxes, all tax filing fees, policy and inspection fees, earned premium on any and all binders issued at the request of Agency, endorsement premiums, and any unearned commissions due the Company on policies that have been canceled.

5.2 Audit Premium. Agency agrees to use reasonable efforts to collect from the insured additional premiums developed under audits. If: (i) such premiums are not collected within 45 days of being due, (ii) there is evidence that Agency has made all reasonable efforts to collect said premiums, and (iii) the applicable insurer agrees to undertake collection efforts thereafter and not to hold the Company or Agency responsible for such premium, then the Company shall refer the applicable matter to the insurer for collection, and Agency shall receive no commission on audits returned for direct collection.

5.3 Cancellation. Every policy for which the Company has not been paid when due shall be subject to notice of cancellation for nonpayment, with such cancellation to be effective 10 days after the date of such Notice. Agency shall notify the Company immediately if Agency becomes aware that a policy or binder will be canceled. If the applicable carrier or underwriter so requires, no policy or binder shall be canceled flat nor shall cancellation on a binder or policy be backdated. If a financed premium is canceled and the premium has been refunded to the premium finance company, Agency shall immediately refund any unearned commissions due to the Company. The Company reserves the right to refund premiums directly to a premium finance company upon cancellation of a policy. Nothing in this Agreement shall restrict the Company's right to reject, cancel or non-renew any binder, policy or other contract of the Subject Business.

5.4 Offset. The Company may offset any amount owed by Agency to the Company, or to any of the Company's affiliates, against any monies now or hereafter accruing for the benefit of the Agency. The Company's calculation of any amounts owed to it or to any subsidiary shall be conclusive and binding on the Agency. The rights described in this section shall survive any termination of this Agreement, and shall not be affected by any insolvency of Agency.

6. Indemnification. Each party (as "**Indemnifying Party**") shall indemnify and hold harmless the other party and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "**Indemnified Party**") against any and all losses damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by the Indemnified Party arising out of any third party claim alleging:

6.1 Breach or non-fulfillment of any provision of this Agreement by the Indemnifying Party;

6.2 Any negligent or more culpable act or omission of the Indemnifying Party, or its personnel, in connection with the performance of obligations related to this Agreement;

6.3 Any failure by the Indemnifying Party to comply with any applicable laws.

7. Term and Termination

7.1 Term. The term of this Agreement commences on the Effective Date and continues thereafter in perpetuity unless and until sooner terminated as provided in this Section.

7.2 For Convenience. This Agreement may be terminated at any time by either party upon 30 days' prior written notice to the other.

7.3 With Cause. Either party may terminate this Agreement immediately in the event of the other party's: (i) nonpayment of any amount due under this Agreement, or (ii) dishonest or fraudulent conduct (by such other party or its principals, as applicable). In the case of any other material breach of this Agreement, either party may terminate this Agreement upon 10 days' prior written notice to the other party.

8. Assignment. The Company's willingness to enter into this Agreement with Agency is based on the Company's evaluation of the controlling principals of Agency, as identified on the Agency Information sheet attached hereto. Accordingly, Agency may not assign or transfer this Agreement, or any of Agency's duties or rights hereunder, without Company's prior written consent.

9. Miscellaneous

9.1 Independent Contractor. 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 the Company'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 related to the performance of its duties under this Agreement, and for withholding 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 the Company.

9.2 Entire Agreement. This Agreement constitutes the entire understanding between the Company and Agency concerning the subject matter of this Agreement.

9.3 Amendment. This Agreement may not be amended, except by an instrument in writing duly executed by the Company and Agency.

9.4 Successors and Permitted Assigns. 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 the Company and Agency.

9.5 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the Company's signature set forth below.

THE COMPANY

NSM Insurance Services, LLC	_____ (Agency Name)
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	(Print Name of Principal/Spouse) _____
	(Print Name of Principal/Spouse) _____

Agency Marketing Agreement Program Commission Schedule

Program Name	AllComp Program
Program Director	Name: James Gara Email: jagara@nsminc.com Telephone: 610-808-9586
Underwriter	Name: Email: Telephone:
Commission	Package: TBD % Auto: TBD % Umb: TBD %