

HALL & COMPANY

BROKERAGE AGREEMENT PACKAGE

Thank you for your interest in writing business with us. Attached is a copy of our Brokerage Agreement (“Agreement”), which is required from all producers before new business can be placed. Executing this Agreement enables you to submit your clients’ risks to us be eligible to receive a commissions if and when risks are bound.

Please be sure to include all the following information when the Agreement is returned to us:

- Signed Brokerage Agreement (pages 2-6)
- A copy of your Agent license for all states in which you are writing business
- Certificate of errors & omissions insurance or copy of policy declarations page
- A completed and signed W-9 Form.

This agreement is only effective upon receipt of the information requested above, and no policy can be bound without an effective Agreement. By signing this Agreement we are not appointing you as our producer or agent, but rather, that we are willing to work with you as an agent for your clients.

Return Information:

By Mail: Hall & Company
19660 10th Avenue NE
Poulsbo, WA 98370

By Fax: 360-598-3703

By Email: ashley@hallandcompany.com

Questions: Ashley Hurd at 800-597-2612

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BROKERAGE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____,

By and between Michael J. Hall & Company (MJH), and _____

_____ of _____ (“Broker”).

MJH and the Broker (collectively the “Parties”) desire to enter into this Agreement to allow the Broker to place risks on behalf of their clients (the “Insured”) to the Company to underwrite in compliance with all applicable laws, rules, and regulations regarding the placement of such business; and for which the Broker will receive a commission, if and when risks are bound, at such rates as are agreed to by the Parties.

In consideration of the mutual promises and covenants herein set forth, the Parties agree as follows:

Commission: Broker is entitled to a commission for risks bound for insureds. MJH agrees to pay the Broker commission, as identified in the Quote Proposal, for risks submitted by the Broker and ultimately bound by MJH.

Authority: The Broker is the agent of the Insured and not an agent or employee of MJH and has no authority to bind MJH, or any insurer represented by MJH, to any contract of insurance or other contractual obligation. The Parties understand, agree and acknowledge that the Broker possesses no implied or apparent authority to act on behalf of MJH at anytime without MJH’s prior express written instructions.

Broker shall not cause to be issued any advertising respecting MJH or any insurer represented by MJH, nor shall Broker cause to be issued any binder or insurance certificate. Binders issued by MJH shall become effective on such terms and at such times as MJH may establish by company policy from time to time.

Premium Payment: The Broker will be primarily liable to the MJH for the full amount of the premium and applicable states taxes, less commission, including, but not limited to, additional premiums developed under audits or retrospective penalties on every insurance contract bound by MJH for the Broker. Premiums and taxes will be due and payable as indicated in the MJH’s invoice and may vary based upon the credit terms of the issuing company; otherwise, premiums are to be remitted no later than the 10th day of the month following the effective date of the insurance contract. If balance due is not received within 30 calendar days, cancellation notice will be sent.

The Broker agrees that payment of any minimum-earned premium required by the issuing company will be at the sole risk of the Broker who assumes responsibility for any credit extended. The Broker has a right to offset any existing undisputed net premium credit, as may be reflected in the most recent broker’s premium balance statement, against any undisputed premiums that are owed by the Broker to MJH.

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Financed Premiums: All financed premium money will be sent directly to MJH by premium finance companies, and all finance return premiums will be sent to premium finance companies by MJH. The Broker hereby assumes full and sole responsibility for the payment of all advance or deposit premiums and premiums accrued by audit on insurance accepted by MJH. Any credit extended to the Insured will be at the sole risk of the Broker who assumes responsibility for any credit extended.

Flat Cancellation: No insurance contract may be returned by the Broker to MJH for flat cancellation unless it is returned prior to the inception or effective date of the contract. Earned premiums shall be computed and charged on every insurance contract cancelled after inception in accordance with the cancellation provisions of such contract.

Unearned Commissions: Broker agrees to refund to MJH or to the Insured unearned commissions on all business placed with MJH or cancelled policies or reduced premiums at the same rate that such commissions were originally allowed the Broker. Such refund will be paid to Insured and paid by the due date indicated on the billing invoice.

Ownership of Business: The Parties agree that in the event of termination of this Agreement, the Broker will have accounted for and paid all premiums for which the Broker may be responsible in accordance with the Agreement. The Broker's records, including those pertaining to policy expiration dates, will remain the property of the Broker; however, the Broker will provide loss history, renewal dates and other information pertaining to coverage to MJH upon written request.

Policy Renewal: Broker understands that renewal/expiring policies are not automatically renewed, and Broker must request and receive renewal quotations from MJH subject to the terms and conditions as if the business were a new presentation to MJH. MJH will be under no obligation to give the Broker advance notice of the expiration of any insurance procured through MJH.

Indemnification: The Broker will indemnify and hold MJH harmless against any claims, damages, liabilities, or costs (including attorney's fees, costs, and expenses), which MJH may become obligated to pay as a result of any loss to an insured caused directly or indirectly by any act or omission, misrepresentation, or fraud committed by the Broker. The Broker further agrees to indemnify and hold MJH harmless against any claims, damages, liabilities, or costs arising directly or indirectly from any finding by a court or other tier of fact that the Broker acted, expressly or impliedly, in the capacity as an authorized agent of MJH.

MJH will indemnify and hold the Broker harmless against any claims, damages, liabilities, or costs (including attorney's fees, costs, and expenses), which the Broker may become obligated to pay as a result of any loss to an Insured caused directly or indirectly by any act or omission, misrepresentation, or fraud committed by MJH.

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Reimbursement: The Broker agrees to immediately upon request reimburse MJH for any and all losses, costs, or expenses (including attorney's fees, costs, and expenses) paid or incurred by MJH for which MJH would not be obliged to pay but for the Broker's failure to indemnify and hold MJH harmless.

Likewise, MJH agrees to immediately upon request reimburse the Broker for any and all losses, costs, or expenses (including attorney's fees, costs, and expenses), paid or incurred by the Broker for which the Broker would not be obliged to pay but for MJH's failure to indemnify and hold the Broker harmless.

Assignment: This Agreement shall bind and shall inure to the benefit of the successors or assigns of MJH. This Agreement may not be assigned by the Broker without the express written consent of MJH.

Warranty: The Broker expressly represents and warrants the Broker holds a current and valid license for each state within which it intends to submit risks to MJH. The Broker further represents that the Broker will maintain current and valid licenses in each state for which it submits risks to MJH during the term of this Agreement. If for any reason the Broker's license is suspended, terminated, revoked, not renewed or for any other reason ceases to be valid, the Broker agrees to immediately notify MJH.

The Broker expressly represents and warrants to MJH that the Broker carries Error & Omissions insurance in an amount no less than \$1,000,000.

Other Agreements: Notwithstanding anything to the contrary set forth herein, this Agreement will not be interpreted or construed so as to; (a) prevent the Broker from executing other similar agreements with competitive markets, and/or (b) compel MJH to accept or place any or all of the business offered to it by the Broker.

Cancellation: This Agreement may be canceled at any time by written notice of either party to the other, but said cancellation shall not alter in any way the continued application of this Agreement to insurance policies effected prior to the date of such cancellation.

Acceptance of Agreement:

1. The Parties agree that this Agreement will not become effective until accepted and executed by both MJH and the Broker. The Parties agree that this Agreement contains all of the contractual arrangements existing between them; and all other written or oral arrangements are deemed to be merged herein. This is the final Agreement and it supersedes any other written or oral agreements that may exist.

2. The Broker expressly consents to MJH communicating business, marketing, and sales information to the Broker through facsimile, telephone, mail, and electronic messaging to assist Broker in placing business through MJH.

3. The Broker expressly consents to receive any and all quote, binder, and policy documentation of any kind from MJH in electronic format if MJH so chooses to provide it electronically rather than in paper form. The Broker also expressly agrees to distribute such information to insured in the form agreed to between the Broker and the insured.

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Administrative Provisions:

1. This Agreement may not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be duly executed by way of writing signed and dated by both parties.

2. This Agreement may be terminated at anytime by either Party upon written notice to the other Party. Such termination, however, will in no event affect the respective rights or liabilities of either Party accruing up to the date of termination. Upon termination, the Broker agrees to return any and all marketing information and other material pertaining to MJH's service.

3. This Agreement is entered into in the State of Washington and any rights, remedies or obligations provided for in this Agreement will be construed and enforced in accordance with the laws of Washington. The Broker expressly agrees to the exclusive jurisdiction of the courts of the State of Washington to hear and decide any claim or dispute arising between the Parties or out of or related to this Agreement, having purposefully directed actions to procure the insurance services of MJH within the State of Washington.

4. In the event of any dispute or claim between the Parties arising from or related to this Agreement, the prevailing Party will be entitled to recover damages, fees, and other costs incurred, including but not limited to reasonable attorney fees, arising out of such dispute or claim in addition to any other relief which such Party may be entitled to by law.

5. Any portions of this Agreement that are not in conformity with federal, state, or local laws are to be deemed amended to conform to such laws. Further, the provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part will be severed from the remaining portions, provisions or parts of this Agreement and will not affect the validity or enforceability of any remaining portions, provisions or parts.

6. The Parties acknowledge that they have read this Agreement and are fully aware of the contents of this Agreement and its legal effect. Parties further acknowledge that they have had the opportunity to seek the advice of legal counsel with regard to the negotiations for and the execution and performance of this Agreement.

7. The individual whose signature is affixed to this Agreement in a representative capacity represents and warrants that he or she is authorized to execute the Agreement on behalf of and to bind the person or entity on whose behalf the signature is affixed, and the information provided is complete and accurate and may be relied upon by MJH in accepting risks for placement from the Broker.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

MICHAEL J. HALL & COMPANY:

Signature & Title

Print Name & Title

BROKER:

Signature & Title

Print Name & Title

Broker Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)
HALL & COMPANY
19660 10TH AVE. N.E.
POULSBO, WA 98370

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,