

This Marketing Agreement (referred herein as the "Agreement"), entered into on the _____ day of _____, 20_____
(Effective Date), is made by and between:

Norman-Spencer Agency, LLC, having its principal place of business located at 8075 Washington Village Dr., Dayton, OH 45458
(referred to herein as "Norman-Spencer"), and

Legal Entity: _____, having its principal place of business located at

(referred herein as the "Producer").

In consideration that:

Norman-Spencer is organized for the purpose of placing risks of insurance, and has agreements with various insurance carriers to submit, underwrite and/or bind contracts of insurance;

Producer is properly licensed to transact business in accordance with the insurance laws and rules of the state(s) in which Producer transacts business, desires to place contracts of insurance with insurers represented by Norman-Spencer and to utilize the underwriting facilities and services of Norman-Spencer;

Producer acknowledges that it is the agent of the insured in each transaction in which it places contracts of insurance with insurers represented by Norman-Spencer and Producer further expressly acknowledges that it is not the agent of and has no authority to act on behalf of Norman-Spencer, nor any of its principals; and

Producer acknowledges that the use of the label "Producer" is for identification purposes only and does not intend or imply a legal agency relationship between Norman-Spencer and Producer. Producer further acknowledges that it is an independent contractor and not an employee of Norman-Spencer.

Norman-Spencer and Producer, in consideration of the covenants, promises, agreements, and other good and valuable consideration set forth herein, agree to be bound by the following terms and conditions:

1. Approval of Producer

Norman-Spencer may provide Producer access to certain insurance coverages made available through Norman-Spencer as described in the Proposal, 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 Producer. Producer is acting as agent for the insured and on the insured's behalf, not as an agent of Norman-Spencer or its insurers.

2. Binding of Business

No binding authority is granted or delegated to Producer by this Agreement and Producer agrees not to infer or to represent otherwise. No insurance contract is ever bound except in writing by Norman-Spencer.

3. Duties of Producer

Without limitation, Producer agrees: (i) to report immediately to Norman-Spencer, with full details, any fact, occurrence or incident that may result in a loss or claim; (ii) Producer shall forward all documents and cooperate fully with Norman-Spencer in the investigation and adjustment of any claim, if requested; (iii) it is the responsibility of Producer to service each account and inform Norman-Spencer as to the type and amount of coverage; (iv) Norman-Spencer assumes no responsibility to Producer, the insured, or any other party with regard to the adequacy, amount or form of coverage obtained through any insurance carrier; (v) Producer shall be responsible to ensure the information provided in connection with any application for insurance subject to this Agreement shall be true, complete and correct to the best of Producer's knowledge, and all material facts Producer is aware of are accurately described and completely disclosed; (vi) Producer agrees that it is Producer's sole responsibility to notify the insured of

policy expiration and (vii) Producer agrees that upon delivery of policy it will execute and return Agent of Record Acknowledgement form indicating that the policy was received with the terms outlined by the quotation/binder.

4. Commissions

Norman-Spencer shall pay Producer, as commission, a percentage rate of the premium written and paid for under this Agreement, at the rate of commission agreed upon for each specific insurance contract. Commissions due Producer shall be based upon Norman-Spencer's records and calculations.

5. Expirations

Producer's records, use and control of expirations shall remain the property and be left in the possession of Producer, provided all undisputed amounts due Norman-Spencer under this agreement have been paid or Producer has provided security for the payment which has been accepted by Norman-Spencer. If the amounts due Norman-Spencer have not been paid, and acceptable security has not been provided, the records, ownership and control of all expirations of business placed with Norman-Spencer shall automatically vest with Norman-Spencer. Upon such occurrence and written request from Norman-Spencer, Producer shall make all such records immediately available to Norman-Spencer.

6. Premium

a. Producer shall be liable for payment of all premiums for policies and endorsements issued or bound pursuant to this Agreement, whether or not they are collected by Producer and whether or not they are financed, and any credit extended to the insured or others shall be at the sole risk of Producer. Producer shall pay all premiums to Norman-Spencer per the due date indicated upon the invoice/statement. "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 Producer, and any unearned commissions due Norman-Spencer on policies that have been cancelled. Producer agrees to refund to Norman-Spencer or to the insured any unearned commission on all business placed through Norman-Spencer on cancelled policies or reduced premiums at the same rate that such commissions were originally allowed to Producer. Such refund will be paid to insured or Norman-Spencer by, and pursuant to, the specified date on the statement and/or invoice.

b. Producer 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 cancellation pursuant to any statutory cancellation requirements imposed by applicable regulatory entity or State law. Producer authorizes Norman-Spencer to collect any unpaid premium directly from the insured; however, Producer shall remain liable for any uncollected premiums.

c. Producer 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 to Norman-Spencer by the due date of the invoice, with evidence that Producer 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 Producer responsible for such audit premium, Norman-Spencer shall return said account to the carrier for collection, and Producer shall receive no commission on audits returned for direct collection.

d. Producer 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. Producer is responsible for any earned premium on a binder or policy even if the premium has not been collected from the insured. 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. In the event premium is to be returned to the insured, Producer shall return any unearned commissions at the same rate in which they were received.

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

f. In the event that insured premiums are to be financed, Producer acknowledges that Norman-Spencer has offered financing options provided by Norman-Spencer. When a policy is financed, Norman-Spencer reserves the right to refund any policy premiums directly to the premium finance company. It is understood between the parties that it is the responsibility and obligation of the Producer to disclose to Norman-Spencer any policy that is premium financed. It is the responsibility of the Producer to comply with any/all state laws and regulations with regard to notices. It is further the responsibility of the Producer to ensure that the entirety of the information provided to the premium finance company, if any, is complete and accurate including but not limited to information as it pertains to the insured's name and address, insurance company names, insurance policy number(s), coverage types, and insurance policy terms (dates). Producer acknowledges and agrees that any financing agreements, is a contract between (i) the finance company and (ii) Producer and/or insured; and Norman-Spencer is not a party to such contact and shall have no duty and/or liability thereunder.

7. Advertising and Electronic Marketing

Producer shall not insert any advertisement referring to Norman-Spencer or its Insurers or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of Norman-Spencer. By entering into this Agreement, Producer agrees to receive periodic electronic-marketing solicitations from Norman-Spencer. If Producer wishes to terminate or modify this authorization, send written notice to Norman-Spencer.

8. Compliance with Statute & Privacy Laws

Producer and Norman-Spencer warrant and represent that they are in compliance with applicable laws and state regulations governing the conduct of the business which is subject of this Agreement. Producer and Norman-Spencer agree to maintain the security, confidentiality, and integrity of any non-public consumer information as required by any applicable state or federal privacy law(s).

9. Funds Held in Trust & Escheat Procedures

Producer shall maintain premium funds held in trust for business generated under this Agreement in accordance with the Insurance Laws of each and every State in which it transacts Insurance business. It is the responsibility of the Producer to have written escheat procedures for unclaimed property/funds as required by applicable State statute(s).

10. Professional Communication

The parties grant each other and their employees' specific permission and authorization to send or exchange business communications by mail, email or facsimile. Business communications include written and electronic letters, messages, applications, advertising, forms and announcements. If Producer wishes to terminate or modify this authorization, send written notice to Norman-Spencer.

11. Confidentiality

Producer and Norman-Spencer recognize and agree that each party may be provided with confidential information ("Confidential Information") of the other party including, but not limited to, technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, process, inventions, knowledge, know-how, and trade secrets. Each of the parties shall maintain the confidentiality of the Confidential Information of the other party, take steps to minimize the dissemination or copying of such Confidential Information, and use the Confidential Information solely for the purpose of performing its obligations under this Agreement. This Agreement and its various provisions are not Confidential Information.

12. Indemnification & Hold Harmless.

- a. Each party shall indemnify, defend and hold harmless the other party, its shareholders, officers, directors, and employees from and against any claim, and any and all loss, liability, damages, costs, and expenses, including reasonable attorneys' fees, sustained or incurred by such indemnified party, or by any of the indemnifying party's employees to the extent directly based upon or resulting from (1) any act or omission by the indemnifying party and/or its employees giving rise to the claim, loss, liability, damages, costs or expenses or (2) any breach of this Agreement.
- b. Due to the special relationship between the Producer and insured, Producer understands that Norman-Spencer assumes no responsibility toward any applicant, insured or sub-producer with regard to the adequacy, amount or form of coverage and agrees to hold Norman-Spencer harmless from any claim asserted against Norman-Spencer in following the instructions of the Producer. Norman-Spencer is not an insurer and does not guarantee the financial condition of the insurers with whom it may place risk(s). Norman-Spencer shall have no liability for non-payment of claims due to the insolvency of an insurer, or otherwise, under contracts of insurance placed by Norman-Spencer.
- c. Either party who intends to claim their right of indemnification hereunder shall promptly notify the other party when it re-ceives notice of the commencement of any action or proceeding related to such claim or alleged liability, and such other party shall be entitled to participate in such action with counsel satisfactory to both parties.
- d. Producer shall be fully responsible for the conduct and performance of any sub-agents of Producer, and shall defend, indemnify and hold Norman-Spencer harmless against any loss, claim, expense, damages, fines, penalties, or attorneys' fees arising out of any act on the party of its sub-agents, including the failure to maintain appropriate licenses or certificates. Nothing in this paragraph shall be construed to allow Producer to appoint or contract with sub-agents except as authorized by Norman-Spencer in writing.
- e. Norman-Spencer's aggregate limit of liability arising out of or relating to any services on Producer's account shall not exceed One Million Dollars (\$1,000,000.00), and in no event shall Norman-Spencer be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services.

13. Licenses

Producer 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. Producer 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. Producer shall provide Norman-Spencer with copies of all license(s) required to do business under this Agreement, and shall promptly notify Norman-Spencer of any change, suspension, investigation, regulatory action, non-renewal, and/or cancellation of any such license.

14. Errors & Omissions Coverage

Each party shall maintain in full force and effect errors and omissions insurance coverage in the minimum amount of One Million dollars (\$1,000,000.00) per claim; provided by an insurer rated no less than "A-" by A.M. Best Company during the term of this Agreement and thereafter while the parties have any obligations hereunder. Producer shall notify Norman-Spencer immediately of any changes to its errors and omissions coverage, including but not limited to expiration, renewal, limit changes, and insurance company rating changes. Upon renewal, Producer shall send to Norman-Spencer a copy of its current declaration pages indicating insurance company name, named insured(s), and policy coverage, and policy limits. Norman-Spencer, at its sole discretion, may request and require Producer maintain higher minimum limits of errors and omission insurance coverage.

15. Termination

This Agreement may be canceled at any time by either party on 30 days' written notice to the other; however, either party may

cancel this Agreement immediately in the event of nonpayment of any amount by the other or any dishonest or fraudulent conduct by the other (or its principals), or upon 10 days' written notice upon any other breach of this Agreement. Producer 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.

16. Records

Producer shall maintain complete and accurate records on all insurance transactions conducted involving Norman-Spencer. Such records shall include, without limitation, all signed applications, exclusions, endorsements, selections or rejections of optional coverage under any policy or renewal written hereunder, records of all coverages offered and explained, all documents which served as the basis of determining a policyholder or prospective policyholder's qualification as an eligible risk, all documents and language required by the state in which the policy is issued, and all correspondence to or from the insured. Such records shall be retained in a durable, retrievable, legible, and incapable of alteration manner for a period of at least seven (7) years from the expiration date of the policy. Upon prior written request, Producer agrees to permit Norman-Spencer to inspect all records pertaining to business transacted under this Agreement.

17. Miscellaneous

Producer 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. This Agreement constitutes the entire understanding between Norman-Spencer and Producer 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 Producer. 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 Producer. Producer may not assign this Agreement or any of its rights or duties under it to any other person or entity without the prior written consent of Norman-Spencer, and the prior written agreement of such proposed transferee to be bound by the terms and conditions of this Agreement.

18. Notice

Whenever any party shall be required to give notice or demand to another party according to the provisions of this Agreement, such notice or demand shall be deemed sufficient and effective on (i) deposit in the United States mail, postage prepaid, certified, return receipt requested, (ii) the date of delivery by nationally known overnight delivery service such as Federal Express, or (iii) facsimile transmission followed by written acknowledgment of receipt from the addressee. Any such notice or demand shall be addressed:

In the case of Producer, to:

In the case of Norman-Spencer, to:

Norman-Spencer Agency, LLC
Attn: President
8075 Washington Village Dr.
Dayton, OH 45458

Any party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

19. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

b. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN DAYTON, OHIO OR THE COURTS OF THE STATE OF OHIO LOCATED IN THE COUNTY OF MONTGOMERY, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

c. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

20. This Agreement supersedes all previous agreements, whether written or oral, between Norman-Spencer and Producer and shall remain in full force and in effect until terminated as provided herein.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Norman-Spencer Agency

Date: ____ day of _____, 20____

Norman-Spencer Agency, LLC

Legal Entity Name



Representative's Signature

Representative's Printed Name & Title

Agency

Date: ____ day of _____, 20____

Legal Entity Name

Authorized Legal Representative's Signature

Authorized Legal Representative's Printed Name & Title