



BROKER AGREEMENT

Agreement made this _____ (date) and between USASIA Insurance Services, a California Corporation, hereinafter referred to as "USASIA" and

Producer: _____ (your agency's name)

Address : _____

thereinafter referred to as "BROKER"

Whereas, the BROKER warrants that BROKER holds an insurance license issued by the State of California, currently in force and

Whereas, the BROKER desires USASIA to place risks of BROKER'S clients (hereafter referred to a the "INSURED" with and for acceptance by admitted companies and or non-admitted companies, in compliance with the laws, rules and regulations pertaining thereto, regarding the placement of such business; and

Whereas, USASIA agree to allow BROKER commission on such business, if and when placed, at such rates as are agreed from time to time by the parties hereto:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. BROKER RESPONSIBLE FOR PAYMENT OF PREMIUM

BROKER shall be primarily liable to USASIA for the full amount of the premium and applicable state taxes, less commission payable to BROKER, including but not limited to additional premiums developed under audits or retrospective penalties, on every insurance contract placed for BROKER. Except for direct billing accounts, USASIA will invoice BROKER on each risk where coverage is effective at the request of the BROKER. Such invoice will be due and payable as indicated in the invoice and may vary based upon the credit terms of the issuing company. Otherwise, premium are to be remitted no later than the thirty (30) days after the effective date of such contract, irrespective of whether the premium has been collected by the BROKER.

BROKER agrees that payment of any minimum earned premium required by the issuing company will be the responsibility of the BROKER. BROKER shall be and remain liable to USASIA for all earned premium whether or not collected from the INSURED by BROKER. Any credit extended to the INSURED shall be the sole risk and responsibility of BROKER.

DIRECT COLLECTION

If, after the expiration of thirty (30) days from the date liability was assumed by the insurance carrier, USASIA has not received the amount due, USASIA may, at its sole discretion, collect from the INSURED the premium due. In the event USASIA collects the premium or any part thereof from the INSURED, BROKER shall not be entitled to any commission on the premium so collected. Attempts by USASIA to collect from the INSURED shall not relieve BROKER of liability to USASIA except to the extent of amounts actually collected by USASIA from the INSURED, less expense of such collection.

COSTS OF COLLECTION

In any action or proceeding brought by USASIA to recover sums due from BROKER to USASIA under the terms of this Agreement, BROKER agrees to pay costs incident thereto, including but not limited to, reasonable attorneys' fees incurred by reason of such action or proceeding.

2. FLAT CANCELLATIONS

No insurance contract may be returned to USASIA by BROKER for flat cancellation unless it is agreed by the actual carrier with which the risk is being placed. Earned premium, including minimum earned premium, shall be computed and charged on every contract cancelled after inception in accordance with the cancellation provisions of each such contract.

3. UNEARNED COMMISSIONS

BROKER AGREES TO REFUND TO USASIA unearned commissions on all business placed with USASIA on cancelled policies, or reduced premiums, at the same rate at which such commissions were originally allowed BROKER. Such refund shall be paid to USASIA and paid by the due date indicated on the pertinent billing invoice.

4. AUDITABLE POLICIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN SET FORTH. In any situation where premium for a policy or policies which have been issued cannot be fully determined in advance or where an adjustment or determination, after a specific time period, by audit or otherwise shall be necessary, then the amount of such additional premium due shall be paid by the BROKER to USASIA and paid by the due date indicated on the billing invoice. USASIA shall extend to BROKER the same turn back privileges, if any, as are granted USASIA by the insuring company.

5. RELATIONSHIP BETWEEN USASIA AND BROKER

BROKER is a representative of the INSURED and is not acting as an agent or representative of USASIA or its insurance companies. BROKER also represents and warrants that BROKER has full authority granted by the INSURED to submit insurance requests through the underwriting facilities of USASIA and BROKER further warrants their authority to sign applications for insurance, for and on behalf of the INSURED.

6. NO BINDING AUTHORITY

The parties hereto understand and agree that in no event, nor under any circumstances whatsoever, shall this Agreement ever be interpreted or construed to the effect that the BROKER may bind USASIA or any company or underwriter represented by USASIA. No principal-agent or employed-employee relationship is created by this Agreement. The parties are, and shall remain, independent contractors.

7. NOTICE OF EXPIRATION AND RENEWAL REQUESTS

USASIA shall be under no obligation to give BROKER advance notice of expiration of any policies of insurance which BROKER, from time to time, procures or shall have procured through USASIA.

8. OWNERSHIP OF BUSINESS

The parties agree that in the event of termination of this Agreement the BROKER having accounted for and paid over all premiums for which he is or may be liable, the BROKER'S records and use and control of expirations shall remain the property of the BROKER.

9. OTHER AGREEMENTS

It is specifically understood and agreed that notwithstanding anything to the contrary herein set forth this Agreement shall not be interpreted or construed so as to:

(a) prevent the BROKER from executing other similar agreements with competitive markets. However, except for the insurance companies or underwriters listed below with which USASIA has a contract, BROKER agrees that it shall use USASIA as the exclusive access to these insurance companies or underwriters unless BROKER has its own directly appointment contract with the respective insurance companies or underwriters.

(b) compel USASIA to accept or place all or any of the business offered to it by the BROKER.

10. ERRORS & OMISSION INSURANCE

BROKER shall, at all times during the existence of this Agreement, maintain in full force an acceptable Errors & Omissions policy protecting against professional negligence. BROKER shall furnish USASIA with a certificate pertaining such coverage.

11. REPORTING AND ACCOUNTS

BROKER will immediately notify USASIA and the insurance carriers with whom BROKER has placed insurance through USASIA if BROKER receives notice of any claims, suits, or losses under policies written through USASIA, BROKER will cooperate with USASIA and the insurance carriers in the investigation, adjustment, settlement and payment of claims. BROKER will likewise assist USASIA and the insurance carriers in the collection of deductibles from INSURED.

12. HOLD HARMLESS

The BROKER shall indemnify, defend and hold USASIA and any of its affiliates, employees or agents harmless from and against any and all claims arising out of or relating to any act or failure to act upon the part of BROKER which results in any claim which arises against USASIA, whether said claim is well founded or not. BROKER agrees to promptly notify USASIA of any claim, demand, action or cause of action in which USASIA is named, and BROKER agrees to indemnify and hold USASIA harmless from any losses, damages, liabilities, judgments or settlements, expenses, expense of investigation, witnesses, court cost, or attorney's fees, arising from or related to any act and all such claims, errors or omissions.

BROKER agrees that in the event BROKER or any BROKER agent, sub-agent, representative or affiliate company is named in litigation arising out of or related to the performance on BROKER'S part of the terms and provisions of this Agreement, USASIA shall not be obligated to defend, indemnify or hold BROKER harmless from any and all such claims. Nothing herein shall preclude USASIA, at its option, from undertaking BROKER'S defense though any such undertaking on the part of USASIA shall be deemed an accommodation and not a contractual obligation.

13. ACCEPTANCE OF AGREEMENT BY USASIA

The parties hereto agree that this Agreement shall not become effective until accepted by USASIA. The parties agree that this Agreement contains all of the contractual arrangements existing between them relative to the brokerage relationship, and all other written or oral arrangements are deemed to be merged herein.

In the event BROKER is a corporation, the person or persons signing this Agreement for and on behalf of BROKER agree that they assume individual responsibility for the obligations of the BROKER to be performed in accordance with the terms and provisions of this Agreement and that the individual liability of the signers of this Agreement for and on behalf of the Broker and the BROKER'S corporation liability shall be joint and several.

14. CURRENT POLICIES IN FORCE

This Agreement shall apply to current policies, already placed through USASIA and in force at the date hereof and all future policies which may be placed by USASIA for BROKER.

15. MODIFICATION OF THIS AGREEMENT

This Agreement may not be changed or modified exception writing and signed by the parties hereto.

16. TERMINATION OF THIS AGREEMENT

This agreement may be terminated at any time, by either party, upon ten (10) days written notice to the other party. Such termination, however, shall in no event affect the respective rights or liabilities of either party accruing up to the date of termination.

17. CONFORMITY TO STATUTE

Any portions of this Agreement that are not in conformity with state or local laws are hereby amended to conform to those laws; however, this does not abrogate the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

BROKER:

Corp () Partnership () Indiv. ()

BY: _____



Federal Tax I.D. No. _____

(Authorized Signature of _____)

SS. No. (If individual) _____

Title: _____

DATE EXECUTED: _____

Agent's License No. _____

WITNESS: _____

Surplus Lines Lic. No. _____
(If applicable)

AGREEMENT ACCEPTED AND EFFECTED BY this _____ day of _____, 201__

BY: _____
Authorized signature of USASIA Insurance Services

WITNESS: _____

Edition: Oct 2006