

BROKER PROFILE

This form is used only if we bind coverage. It is due within 15 days after you receive notification of our intent to provide coverage. You may submit business for review and quotation without completing this form.

Instructions:

1. Complete the enclosed Broker Profile
2. Complete and sign the enclosed Broker Agreement
3. Provide a copy of your Agency License from all States from which you intend to submit business with NIP Group
4. Provide a copy of the declarations page from your E&O Policy

Name of Agency/Broker: _____

Headquarters Location

Street Address: _____

Mailing Address
(if different)

Main Contact for Agency: _____

Telephone: _____ Fax: _____ Website Address: _____

Federal Employer Identification Number: _____

Social Security Number (if individual): _____

Other Locations (or attach a separate list)

Street Address: _____

Mailing Address: _____

Telephone: _____ Fax: _____ Website Address: _____

States Licensed In:	License Number:	Res. Or Non-Res.
_____	_____	_____
_____	_____	_____
_____	_____	_____

Current Errors and Omissions (E&O) Policy Information

Carrier: _____ Limit(s): _____ Expiration Date: _____

Approximate Amount of Total Annual Premiums Written: \$ _____

Key Personnel

Position	Name	Email Address
President		
Office Manager		
Accounting Manager		
Marketing Manager		
Commercial Lines Manager		
Claims Manager		

Number of Accounts: _____

List Commercial Producers and CSR's Authorized to Place Business (Or attach separate list)

Position	Name	Email Address

Bank References:

Name of Bank: _____

Address: _____

City/State/Zip: _____

Contact: _____ **Phone Number** _____

****NOTE: A COPY OF YOUR E&O DECLARATIONS PAGE AND STATE LICENSE(S) MUST ACCOMPANY THE RETURN OF THIS FORM.**

BROKER AGREEMENT

THIS BROKER AGREEMENT, is made this [__] day of [_____], 201_ by and between NIP Group, Inc., which trades as “NIP Programs” and includes subsidiaries “NIP Specialty Brokerage, LLC” and “NIP Management Co., LLC”, with its office and principal place of business at 900 Route 9 North , Suite 503, Woodbridge, New Jersey 07095 (collectively “NIP Group”), and _____, with its office and principal place of business at _____ (“Broker”).

WITNESSETH:

WHEREAS, NIP Group desires to retain the Broker to service existing insureds of the Insurers (including the processing of renewals), to market additional insurance from such Insurers to their respective existing insureds, and to refer submissions from prospective insureds seeking property-casualty coverage; and

WHEREAS, the Broker seeks to accept this appointment, subject to any and all restrictions placed upon the Broker by the laws of each jurisdiction where the Broker is licensed, and with the express understanding that this Agreement is solely between NIP Group and the Broker and shall not provide the Broker with any rights which may be enforced against the Insurers.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants of the parties set forth in this Agreement and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. AUTHORITY.

1. NIP Group hereby authorizes and appoints Broker to: (i) service existing insureds of the Insurers which have appointed NIP Group (including the processing of renewals); (ii) market additional insurance from the Insurers to their respective existing insureds; and, (iii) refer submissions from prospective insureds seeking property-casualty coverage. This authorization and appointment is subject to the following instructions and restrictions and those instructions and restrictions which NIP Group may from time to time hereafter establish:
 - a. The Broker shall have no binding authority under this Agreement. Any and all insurance business placed by the Broker must be underwritten, approved and countersigned by an authorized official of the Insurer issuing the policy or NIP Group.
 - b. The Broker may not delegate its authority under this Agreement to any affiliated or unaffiliated person, firm or corporation.
 - c. The Broker agrees to promptly comply with any and all instructions that NIP Group may from time to time issue to the Broker with respect to any matters pertaining to this Agreement, including any rules, regulations or instructions received from Insurers with respect to business subject to this Agreement.
 - d. The Broker has no authority to make, alter, vary or discharge any policy; to issue, cancel or extend any policy or endorsement to a policy; to extend the time for payment of premiums; to rebate or offer to rebate any premium; to waive or extend any policy or condition thereof.
 - e. The Broker is not authorized to incur any liability on behalf of any Insurer which issues or may issue a policy, or NIP Group, or endorse any checks payable to an Insurer or NIP Group.
 - f. The Broker is not authorized to issue or circulate any advertisement, circular or pamphlet regarding any Insurer or NIP Group in any publication, including emails and



web-site publications, or to any person, whatsoever, without prior written consent, or to issue or provide any illustrations or descriptions concerning Insurer's policies without prior written consent.

g. The Broker acknowledges that it is not a partner, joint-venturer, associate or agent of any Insurer, or NIP Group in any manner or for any purpose and is not authorized to hold itself out as such.

h. The Broker will be responsible for maintaining all state and local licenses required of the Broker for the proper conduct of its duties under this Agreement and otherwise shall comply with all laws, statutes, administrative acts and regulations, whether federal, state or within the common law governing the conduct of the Broker in the performance of this Agreement.

i. The Broker will forward promptly to NIP Group all correspondence pertaining to this Agreement received from any government regulatory agency in accordance with Section X of this Agreement.

j. If countersignature of policies is required under the laws of the state in which the Broker has its principal place of business and the Broker has been appointed as an agent by an Insurer for this purpose, the Broker shall countersign those policies for such Insurer which are produced by the Broker under this Agreement. In such event, the Broker shall receive no additional compensation for acting as countersigning agent.

k. Subject to this agreement and in conjunction with all applicable insurance laws and regulations in all jurisdictions which this agreement spans, the Broker shall carry out and perform such other acts and duties as is necessary for the proper conduct of the business and for the protection and safeguarding of the interests of NIP Group and of the Insurers issuing policies subject to this Agreement.

l. The Broker is responsible for notifying certificate-holders, mortgagees and additional insureds of cancellations and Broker agrees to hold NIP Group harmless for failure in this regard.

m. The Broker must immediately notify NIP Group of all policies being placed with a premium finance company, and must identify NIP Group as the Managing General Underwriter (MGU) on all premium finance agreements.

II. PREMIUMS.

1. The timing and amount of payments from the Broker to NIP will be governed by the terms of the payment plan selected by the Broker for each such account when bound, fully understanding that the Broker may only choose from among the payment plans offered by NIP when the account is quoted. Additional premiums developed by adjustments or audits are due within twenty-five (25) days of the date of the billing by NIP Group to the Broker. If payment is not promptly made as required, including any amounts owed as a deposit, interests on amounts owed by the Broker to NIP Group shall accrue at a rate of one and one half percent (1.5%) each month. The Broker hereby expressly acknowledges that all funds received by the Broker under this Agreement, wherever held or commingled, shall be subject to NIP Group's continuing security interest in such funds, and the Broker hereby pledges and assigns to NIP Group a first priority lien on and security interest in such funds.

2. With regard to Broker Statements:

a. NIP Group will prepare a detailed and itemized monthly statement of all premiums written and premium adjustments made (whether additional or return) with respect to all business and transactions effective in that month not later than the fifteenth (15th) day of



the subsequent month. For example, binders, policies, monthly reports and endorsements effective in December will be reported by NIP Group on the Statement prepared by it for December no later than January 15.

b. The omission from the Statement of any item(s) due to NIP Group shall in no manner modify or otherwise affect the responsibility of the Broker to account for and pay to NIP Group any and all net premiums, less commissions, nor shall any such omission prejudice the right of NIP Group to collect any and all sums to which it is entitled.

3. The Broker hereby guarantees the collection of premiums for business which it acts as Broker. It is understood and agreed that the Broker shall be responsible for uncollected premiums.

4. The Broker shall promptly deposit all premiums in a bank which is a "Qualified United States financial institution." A Qualified United States financial institution, for the purposes of this Agreement, shall be an institution that:

a. is organized or licensed under the laws of the United States or any state thereof; and

b. is regulated, supervised and examined by the United States federal or state authorities having regulatory authority over banks and trust companies; and

c. has been determined by either the domiciliary Insurance Commissioner, or the Securities Valuation Office of the National Association of Insurance Commissioners, to meet such standards of financial condition and standing as are considered necessary and appropriate to regulate the quality of financial institutions whose letters of credit will be acceptable to the Insurance Commissioner.

5. All funds collected by the Broker under this Agreement will be held in a fiduciary capacity and shall not be deposited or mingled with funds belonging to the Broker. It is understood and agreed that all monies received by the Broker on behalf of NIP Group and any Insurer under this Agreement are at all times the property of NIP Group and such Insurer and are received for, on account for and in trust to pay NIP Group and such Insurer, and in no manner make up any part of the Broker's assets, or have any connection with any business that the Broker may transact apart from that performed on behalf of NIP Group and such Insurer, in accordance with the terms and conditions of this Agreement.

6. If NIP Group or any Insurer is required to utilize its staff or to employ an outside collection agency or attorneys to collect past due premiums directly from the Broker or from an insured for business subject to this Agreement, no commissions shall be paid to the Broker on such business. In such event, the Broker shall also be liable for attorney's fees and collection costs equal to thirty percent (30%) of the balance due, plus court costs.

III. COMPENSATION OF BROKER.

1. The Broker is entitled to retain out of premiums so collected, as its full compensation on such business, commissions in accordance with the rates set forth by NIP Group. For the purpose of determining the Broker's commissions, premiums shall be defined as gross premiums written less return premiums.

2. The Broker understands and agrees that the commissions retained by the Broker on business under this Agreement are subject to:

a. change at any time by the Insurers in accordance with the rules and regulations of such Insurers; and

b. the determination of the Insurers which shall have sole discretion as to the classification, type, class or kind of any policy and the commission rate applicable to such policies.

3. The Broker shall refund ratably to NIP Group, on all business subject to this Agreement, commissions on cancelled insurance coverage and reductions in premiums at the same rate at which such commissions were originally retained by the Broker.



4. NIP Group may offset any balance or balances due from the Broker under this Agreement with any balance NIP Group holds due to the Broker. If there is no balance held by NIP Group or such balance is insufficient to pay NIP Group for return commissions or other amounts owed it by the Broker under this Agreement, NIP Group shall bill the Broker and the Broker shall pay such return commissions or other amounts within thirty (30) days. NIP Group's right of offset shall include the right to offset amounts owed to the Broker against any liability incurred by NIP Group by reason of the negligence or unauthorized acts of the Broker, including without limitation any amounts that may be due to NIP Group arising from activities under any section of this Agreement.

5. No assignment of commissions by the Broker shall be binding on NIP Group unless consented to in writing by NIP Group. If consent to an assignment of commission is granted by NIP Group, such assignment shall be subject to all terms and conditions of this Agreement, including the right of reduction or setoff set forth in Section III.4. above.

IV. BOOKS, ACCOUNTS AND RECORDS.

1. The Broker will keep complete and accurate records of the business transacted by it under this Agreement, including, but not limited to, all policy records created by it during the term of this Agreement. The Broker will retain such records while this Agreement is in effect and for seven (7) years after any termination of this Agreement. The Broker will be responsible for retaining all records on behalf of NIP Group in hard copy form, microfilm and/or other generally accepted information storage medium, as well as in any reasonable back-up form requested by NIP Group for the period described above.

2. The Broker will forward to NIP Group such reports of said business as NIP Group may prescribe. The Broker shall permit examination by NIP Group, or its duly authorized representatives, of all accounts, records, vouchers and correspondence pertaining to their business under this Agreement, at any time during normal business hours. NIP Group or its duly authorized representatives may make copies of all such books and records. In the event that any regulatory authority requires an audit at the office of the Broker for the purpose of examining the records of the Broker, pertaining to the business produced on behalf of NIP Group, the Broker shall cooperate in every reasonable manner, and shall either pay directly or reimburse NIP Group for any additional expenses incurred by it in complying with such an audit.

3. All books and records or other documents relating to the business of NIP Group shall be and remain, at all times, NIP Group property whether paid for by it or not. Policies, forms and other company supplies, furnished to the Broker by NIP Group, shall remain the property of NIP Group, and shall be returned to NIP Group or its duly authorized representatives, promptly upon demand. In the event of termination of this Agreement, all books and records maintained by the Broker, shall be delivered to NIP Group within sixty (60) days from the date of such termination, subject to the completion of any incomplete business. In addition, the Broker will forward to NIP Group all supplies and policy files and will return all unused policy forms with an accounting of all such policies provided to the Broker.

4. The books and accounts of NIP Group and the Insurers will be accepted as full and final evidence in all matters relating to this Agreement.

V. LOSSES.

The Broker has no authority to negotiate, adjust, compromise, settle, or in any way commit the Insurers to liability with respect to any claim or suit. The Broker will promptly report to NIP Group (or such third party administrator as has been designated to handle claims for a particular Insurer), within five (5) business days, all claims or suits arising under the policies written or bound under this Agreement of which the Broker has knowledge, and all claims or suits against the Insurers and/or NIP Group, relating to any matter to which the provisions of this Agreement apply. Further, the Broker will cooperate fully in the investigation and adjustment of all claims and suits, and will provide the Insurers and/or NIP Group or their designee(s) with all requested information and documentation relevant to the adjustment or defense of such claims or suits immediately upon demand.



VI. RELATIONSHIP BETWEEN INSURERS, NIP GROUP AND BROKER; ADVERTISING; CONFIDENTIALITY.

1. Nothing herein contained shall be construed to create the relationship of employer and employee between the Insurers, NIP Group and the Broker. The Broker shall be deemed an independent contractor for all purposes. Neither NIP Group nor the Insurers shall be responsible for expenses of the Broker, including but not limited to salaries, benefits and taxes of any kind of employees, rentals, transportation facilities, advertising fees, postage, license fees, or any other expense whatsoever.
2. Any advertising material furnished to the Broker by NIP Group on behalf of the Insurers or by NIP Group on its own behalf shall remain the property of the Insurers or NIP Group, and shall be returned to NIP Group by the Broker at its request.
3. Any and all information provided to the NIP Group, either in this document or in subsequent documents, may be used by the NIP Group and/or its authorized agents to contact you again about other services and products. This contact may be initiated through the phone, mail, fax, and/or email. We may also share your name and contact information (i.e., phone number, mailing address, fax number, and email address) with other reputable companies who have offers we think may interest you. These marketers may in turn contact you though the phone, mail, fax, and/or email.
4. The Broker acknowledges that it shall have access to confidential and proprietary information concerning the Insurers and NIP Group which the NIP Group may make available to the Broker. The Broker agrees not to disclose or disseminate such confidential and proprietary information without the express prior written consent of NIP Group. Confidential and proprietary information shall not include information which is or becomes part of the public domain through no act or omission of the Broker.

VII. TERM AND TERMINATION.

1. This Agreement shall be effective as of the date set forth above and shall continue in full force and effect unless otherwise terminated hereunder.
2. This Agreement may be terminated by either party upon sixty (60) days' prior written notice to the other party.
3. This Agreement may be terminated by NIP Group upon thirty (30) days' written notice, given at any time, to the Broker upon the occurrence of any of the following events:
 - a. the insolvency of the Broker;
 - b. the appointment of a receiver or liquidator to manage the affairs of the Broker;
 - c. a material breach of any provision of this Agreement by the Broker which is not remedied within ten (10) days after written notice of such breach is given to the Broker; or
 - d. the Broker takes any action, or omits to take any action, which materially and adversely affects the interests of NIP Group and the Insurers and fails to take the necessary action to remedy such conduct to the reasonable satisfaction of NIP Group within ten (10) days after written notice is given by NIP Group.
4. This Agreement may be terminated automatically by NIP Group upon notice to the Broker upon the occurrence of any of the following:
 - a. If any license the Broker utilizes to fulfill the requirements of this Agreement expires, terminates or is suspended or revoked for any reason;
 - b. If the Broker fails to comply with the rules governing premium and commissions set forth in Sections II and III of this Agreement, or otherwise converts or withholds for its own use any funds or property of any Insurer, insured, applicant for insurance or NIP Group;



- c. Upon the corporate dissolution of the Broker; or
- d. Upon the effective date of the sale, transfer or merger of the Broker's business, or if the Broker knowingly violates any provision of this Agreement. A sale or transfer of a Broker's business will be deemed to have occurred if twenty percent (20%) or more of the stock evidencing ownership of the Broker is transferred to a person that was not the owner of such stock on the effective date of this Agreement.

5. If this Agreement is terminated or NIP Group's appointment by any Insurer is terminated, the Broker's rights to renewal commissions shall be subject to the rules and regulations of the Insurers concerning renewal commissions. In no event, however, shall the Broker be entitled to renewal commissions if this Agreement has been terminated for any reason set forth in Section VII.4.b. above.

6. The Broker owns all of the expirations of the policies produced under this Agreement as a result of submissions made by the Broker from prospective insureds seeking coverage. NIP Group owns all of the expirations of the policies produced under this Agreement as a result of any referrals made to the Broker by NIP Group or any Insurer. As long as this Agreement is in force, NIP Group will not use or authorize anyone else to use the records of the Broker's expirations to sell, service or renew any policy or other product sold by NIP Group or such Insurer, unless otherwise permitted by this Agreement. After termination of this Agreement, the Broker's ownership, use and control of those expirations it otherwise owns, will transfer and become vested in NIP Group only if the Broker has not then: (1) accounted for and paid all premiums due NIP Group hereunder; (2) paid NIP Group all other amounts owed by it under this Agreement; or, (3) given NIP Group acceptable collateral for the amount of such premiums or other amounts due. In such event, NIP Group will have the right to sell the expirations and records which would otherwise be owned by the Broker at the market rate then available in order to collect any unpaid amounts due NIP Group. If the expirations are sold for more than is owed NIP Group, the Broker will be paid the difference less the expenses incurred by NIP Group in selling such expirations. If the expirations are sold for less than is owed NIP Group, the Broker will pay the difference, plus expenses incurred, to NIP Group. The Broker hereby expressly acknowledges that its ownership of expirations shall be subject to NIP Group's continuing security interest in such expirations, and the Broker hereby pledges and assigns NIP Group a first priority lien on, and security interest in, such expirations.

7. The provisions of Sections II, III, IV and VIII, which are binding upon the parties subsequent to the termination of this Agreement, will survive such termination until all obligations are finally discharged.

VIII. INDEMNIFICATION.

1. The Broker agrees to defend, indemnify and hold harmless NIP Group, its affiliates and subsidiaries and their officers, directors, agents, and employees from any claim, suit, action, threatened action, proceeding or damage and against any liability for loss, cost, expenses, fines, penalties, including regulatory penalties or fines, punitive, treble, injunctive or exemplary damages and all cost of defense: (1) resulting from any act, error or omission, whether intentional or unintentional, by the Broker and its officers, directors, employees related to or arising out of the business covered by this Agreement; or (2) resulting from any obligation, act or transaction created or performed by the Broker in violation of, in excess of, or in contravention of the power and authority of the Broker set forth in this Agreement.

2. NIP Group shall be permitted without limitation to select counsel to defend for all claims or suits described in Section VIII.1. and defend itself. The Broker will pay all expense for such claims or suits. NIP Group will decide, in its sole discretion, whether such claims or suits may be settled or otherwise disposed of.

3. The Broker expressly authorizes NIP Group, without precluding NIP Group from exercising any other remedy it may have, to offset all compensation due or to become due to the Broker



under this Agreement against any funds paid or liabilities incurred by NIP Group by reason of any occurrence described herein.

IX. ERRORS & OMISSIONS/FIDELITY BOND

1. The Broker warrants that it now has and will maintain during the term of this Agreement insurance coverage for Errors and Omissions Liability in an amount not less than one million dollars (\$1,000,000.00) per each event or occurrence and not less than one million dollars (\$1,000,000.00) in the aggregate with an insurer that is rated at least "A-" by A.M. Best Company. The deductible under such policy shall not exceed \$20,000. A copy of the Declaration Page of said policy is attached to this Agreement. NIP Group will receive a Certificate of Insurance in its name containing the following provision: "NIP Group will receive thirty (30) days written notice of any change, cancellation or other termination of this Policy." The Broker shall immediately notify NIP Group in writing in the event that a claim is brought under the policy.

X. NOTICES.

All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or made (i) when delivered personally, (ii) when delivered by a recognized national express mail courier service, (iii) when made or given by prepaid telex, telegraph or telecopier, or (iv) in the case of mail delivery, upon deposit in the United States mail, certified or registered, postage prepaid, to the parties hereto, at their respective addresses, as set forth below:

If to NIP Group:

NIP Group, Inc.
900 Route 9 North, Suite 503
Woodbridge, New Jersey 07095
Attention: CEO
Facsimile No.: (732) 634-5379

If to the Broker:

Attention: _____
Facsimile No: _____

XI. MISCELLANEOUS.

1. This Agreement may not be assigned by the Broker without the prior written consent of NIP Group.
2. The captions contained in this Agreement are inserted only as a matter of convenience and in no manner define, limit or extend the scope or intent of this Agreement or any provision herein.
3. It is agreed that for all purposes, this Agreement shall be deemed by the parties to have been executed in the State of New Jersey and shall be subject solely to the laws of the State of New Jersey. Should any dispute arise between the parties, the Broker hereby consents to the jurisdiction of and venue in the Superior Court of the State of New Jersey in and for the County of Middlesex.
4. This Agreement constitutes the entire agreement between the parties. It supersedes any prior agreement or understanding between them, and it may not be modified or amended in any manner other than as set forth herein.
5. If any provisions of this Agreement, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Agreement, and the application of any other provision to any persons or circumstances shall not be affected.
6. Any amendments, alteration, modification or waiver of any provisions of this Agreement or its cancellation or replacement, shall not be valid unless in writing and signed by the parties hereto. The failure by NIP Group to enforce any and all provisions of this Agreement, or to insist upon strict compliance by the Broker, shall not be construed as a waiver of any rights or privileges of NIP Group. A waiver by NIP Group of a past act or circumstance shall not constitute a course of conduct or waiver of any subsequent action or circumstance.
7. The introductory or recital paragraphs of this Agreement are tendered by the parties to be a part of and have the same force and effect as the remainder of the Agreement.



IN WITNESS WHEREOF, the undersigned have executed this Agreement by their respective duly authorized officers as of the day and year first written above.

NIP Group, Inc.

Broker

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

