AGREEMENT

R. W. Scobie Inc.

THIS AGREEMENT is made this 11th day of December , 2013 by
and between **your agency name here**, **your agency City**, **State** **Zip** (hereinafter called the Agent)
and R.W. Scobie, Inc. and all affiliates (hereinafter called the General Agent).

Recitals:

WHEREAS, the parties are engaged in the business of insurance; and

WHEREAS, the General Agent has access to insurance markets that the Agent does not have; and

WHEREAS, the Agent encounters from time to time, certain risks who need insurance which can only be obtained through the services and facilities of the General Agent.

NOW, THEREFORE:

For and in consideration of the recitals, the mutual covenants contained herein, and other good and valuable consideration between the parties, receipt of which is hereby acknowledged, the parties agree as follows:

1. Authority of the Agent. The Agent shall have the following authority:

    a. To act in the procurement of insurance on behalf of applicants for insurance or an insured and in connection therewith, to prepare such applications as may be required of such applicants or insureds (herein the "Risks"), all as may be authorized by the Risks from time to time; and

    b. To collect premiums from the Risks in connection with the General Agent's placement of coverage and to perform such other ministerial acts as may be reasonable and necessary in order to consummate the transactions contemplated by this Agreement.

    The parties hereto intend that the Agent shall be the broker of a Risk, as defined in Section 628.02(3) of the Wisconsin Statutes.

    Under no circumstances shall the Agent have any binding authority. In addition, the Agent may not commit to or bind coverage without the prior written approval of the General Agent. The parties agree that the General Agent shall be the insurance agent for the transactions contemplated herein, as the term "insurance agent" is defined in Section 628.02(4) of the Wisconsin Statutes.

2. Accounting. With respect to the placement of Risks by the Agent with the General Agent, the parties agree as follows:

    a. For invoiced business, monies owed will be due and payable as indicated on the General Agent Invoice to the Agent.

    b. The accounting and invoicing for any business placed by the Agent with the General Agent shall be made on a regular and periodic basis by the General Agent. These accounts shall be prepared monthly and shall contain information as to the Risks placed by the General Agent on behalf of the Agent, identifying the balance due thereon, which balance shall be due not later than 30 days after the end of the month for which the statement is rendered. The omission of any item or the inclusion of any item on any such accounting statement shall not affect the obligation of either party hereto to account for and pay all amounts due the other, nor shall it prejudice the right of either party to collect all amounts due the other.

    c. The amounts shown on the accounting statement shall be due directly from the Agent to the General Agent. It shall be the obligation of the Agent to collect from the Risks. The obligations to pay the account statements and the sums due thereunder are direct obligations of the Agent and shall in no way be affected by the failure of the Risk to make payment.

    d. Any amounts outstanding more than 30 days after date of invoice shall bear interest at the rate of 18.0% per year until paid. Further, in the event the General Agent is required to commence any action to recover the amounts shown on any accounting statement, then in such event, the Agent shall reimburse the General Agent for all reasonable attorney's fees and costs including but not limited to accountant's fees and court costs, incurred in collecting the same.

3. Referral Fee. For and in consideration of the referral of Risks to the General Agent, the General Agent agrees to pay to

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the Agent a referral fee in such amounts and at such times as the General Agent may from time to time establish in writing.

4. Licensing. Each party hereto warrants and represents that each are duly licensed in the respective lines of insurance for which they are entitled to receive any fees or commissions.

5. Termination and Suspension.

   a. In the event the Agent is delinquent in paying any sum due the General Agent as shown on any accounting statement, then in such event, the General Agent may suspend the Agent's authority and rights under this Agreement to whatever extent the General Agent may reasonably determine. In that regard, the General Agent: (1) is not obligated to place any Risks on behalf of the Agent, and (2) may withhold further payments due the Agent under this Agreement.

   b. This Agreement shall terminate immediately and without notice as follows:

      i. In the event any intermediary license held by the Agent (or any sub-producer of Agent) is suspended, terminated or forfeited by any governmental authority having appropriate jurisdiction thereof;

      ii. On the effective date of the sale or transfer of all or substantially all of the Agent's assets;

      iii. On the effective date of the sale or transfer of a majority of the beneficial ownership interest in the Agent; or

      iv. In the event any proceedings under the Bankruptcy Act or any amendment to such Act be commenced by or against Agent or in the event Agent is adjudged insolvent or makes an assignment for the benefit of its creditors or if a receiver is appointed in any proceeding or action to which Agent is a party; or

      v. In the event of the consolidation or merger of the Agent with any other person or entity of any nature or type.

      vi. If Agent's Errors and Omissions insurance coverage is discontinued for any reason.

      Provided however, the General Agent may consent in writing to any of the foregoing events under this Section 5.b. If the General Agent so consents in writing to any such event, this Agreement shall not terminate but shall continue in full force and effect.

   c. This Agreement may be terminated by either party, without cause, upon written notice to the other, mailed or delivered, not less than 30 days in advance of the effective date of the termination.

   d. In the event of termination of this Agreement however caused, any unexpired insurance contracts in effect with Risks shall continue in force, subject to the General Agent's obligation to be the servicing agent thereon and the termination of this Agreement shall in no way affect or relieve the obligation of the Agent to make payments of any sums due or to become due on the accounts for all such Risks.

6. Special Notice Provision. From time to time the General Agent may provide a quote to the Agent for the purpose of describing the insurance policies and products that may satisfy the needs of the Risk. The Agent shall share the quote with the Risk, and the Agent shall obtain the Risk's agreement to direct the General Agent to procure such coverage.

7. Insurance. The Agent agrees that it will maintain an Insurance Agent's Errors and Omissions policy with a limit of not less than One Million and no/100 Dollars ($1,000,000). Such policy shall be written with an insurer with a B+ or better rating by A.M. Best. The Agent shall notify the General Agent, in writing, in the event Agent receives notice of cancellation of such policy or if Errors and Omissions coverage is discontinued for any reason. As set forth above in Section 5, this Agreement shall terminate immediately if Agent's Errors and Omissions insurance coverage is discontinued for any reason.

8. General Conditions. The parties hereto further agree as follows:
   a. This Agreement supersedes any and all previous agreements, whether oral or written, between the General Agent and the Agent.

   b. This Agreement may be amended or revised only in writing signed by both the Agent and the General Agent.

   c. This Agreement shall not extend to the benefit of any successor in interest of the Agent nor may any interest under

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this Agreement be assigned by the Agent without the prior written consent of the General Agent.

d. The Agent is an independent contractor. Nothing contained in this Agreement including but not limited to the use of the word "agent" and any of the rules, regulations or practices of the General Agent shall be construed as creating the relationship of employer and employee between the General Agent and the Agent.

e. The Agent shall be responsible for the acts or omission of any person who may be employed by or associated with the Agent, including any person who may be licensed or appointed by the General Agent at the request of the Agent, as fully as though said acts or omissions were performed by the Agent.

f. The individuals executing this Agreement on behalf of their respective parties represent and warrant that they are authorized to execute this Agreement and bind their respective entity to the conditions and terms contained in this Agreement.

g. This Agreement is governed by and shall be construed under the laws of the State of Wisconsin.

h. The language used in this Agreement shall be deemed to be the language chosen by all parties to this Agreement to express their mutual intent, and no rule of strict construction against any party shall apply to any condition or term in this Agreement.

i. The recitals set forth at the beginning of this Agreement are a part of the substantive provisions of this Agreement.

IN WITNESS WHEREOF: the Agent and the General Agent have caused this Agreement to be executed the day and year first written above.

GENERAL AGENT: R.W. SCOBIE, INC

By: _____

Name: _____

R.W. Scobie, Inc.
3300 Birch St.
Eau Claire, WI 54702-5420
Fax: (715) 834-7117

AGENT:

Print Name: _____

Signature: _____

Title: _____

Agency Name: your agency name here

Address: your agency address here

_____

City: your agency City

State: State

Zipcode: Zip

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