

BROKERAGE AGREEMENT

AGREEMENT dated this _____ day of _____, 2014, by and between **INSURELUTIONS INC, DBA IL GROUP.**, ("IL Group), an Alabama corporation with a principal place of business in Gulf Shores, Alabama, and _____ ("Broker"), with a principal place of business at -

WHEREAS, IL Group and the Broker have agreed to associate with respect to the solicitation and production of certain types of insurance; and

WHEREAS, IL Group and the Broker have agreed to effect such arrangement in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, IL Group and the Broker agree as follows:

1. Authority

(a) IL Group hereby authorizes the Broker to submit applications to IL Group for the lines or types of insurance set forth in the Addendum to this Agreement, such authority to be exercised by the Broker in accordance with and pursuant to the terms and conditions of this Agreement.

(b) Except otherwise as may be authorized by IL Group in accordance with a written amendment to this Agreement, the authority granted pursuant to paragraph 1(a) shall not include authority to issue any policies or contracts of insurance; to bind coverage on any risk; to make, alter, vary, cancel or discharge any policy or contract of insurance; to extend the time for the payment of insurance premiums; to extend or waive any provision of any policy or contract of insurance; or to incur any liability for and on behalf of IL Group or any insurance company.

(c) IL Group has the exclusive right, to be exercised at its sole discretion, to accept or decline any insurance business solicited or produced by the Broker. In the event that IL Group declines any such insurance business, or in the event that any insurance company with which IL Group places such business declines to insure such business, IL Group shall notify the Broker of any such declination within fourteen (14) days of the same.

(d) The Broker shall exercise the Broker's authority under this Agreement in good faith, in accordance with applicable law, rules and regulations, and in accordance with those policies, practices and procedures that IL Group from time to time communicates to the Broker in writing.

2. Compensation

(a) As full and complete compensation for insurance business that is written in accordance with this Agreement, IL Group shall pay to the Broker commissions on premiums written and paid on such insurance at the rates set forth in the attached Addendum; provided, however, that such commissions shall be paid by IL Group to the Broker only for such period as the Broker is the Broker of Record for the insurance business at issue. IL Group shall pay such commissions to the Broker not later than the 15th of the month following the month commission is received at IL Group.

(b) The Broker shall pay return commissions to IL Group on policies and contracts of insurance that may be cancelled or for premiums that may be refunded or reduced by reason of cancellation, audit or otherwise at the same rate as commissions on such business are payable to the Broker. IL Group shall offset any such return commissions against commissions payable by IL Group to the Broker during such period as this Agreement remains in effect. The Broker shall promptly pay any such return commissions to IL Group following the termination of this Agreement as the same may become due and owing to IL Group.

3. Costs and Expenses

IL Group and the Broker shall each individually pay and be solely responsible for all expenses, costs and fees of every nature, kind and character incurred by IL Group and the Broker in connection with their respective performance of this Agreement without contribution from the other party.

4. Premium Billing and Collection

(a) The Broker shall have no authority to bill and collect premiums for insurance that is written in accordance with this Agreement. All premiums due and payable on such insurance shall be billed and collected by IL Group and/or the insurance company insuring such business.

(b) In the event that any premium payment is made to the Broker, the Broker shall submit the entirety of that amount to IL Group within two (2) business days of the date on which the Broker has received such payment. All such payments shall be submitted by the Broker to IL Group without deduction for commissions.

5. Claims Administration

The Broker shall have no authority to adjust, compromise, settle, defend or cause the defense of any claim that arises out of or under any insurance that is written in accordance with this Agreement, unless otherwise first authorized by IL Group in writing.

6. Premium and Commission Accounting

IL Group shall provide the Broker with a monthly statement of account not later than thirty (30) days after the last day of each month for which such accounting is received by IL Group. Each such statement of account shall show for the calendar month for which it is prepared all premiums paid on the insurance that is written in accordance with this Agreement, any return premiums that are required to be paid on such insurance, all commissions payable to the Broker on such insurance, and any return commissions that the Broker is required to pay to IL Group on such insurance or that IL Group shall set off against the commissions then being paid to the Broker or future commissions that are payable to the Broker.

7. Advertising

(a) The Broker shall not in any manner reference IL Group and IL Group's insurance products and services in any advertising and marketing materials prepared by or for the Broker, unless otherwise first authorized by IL Group in writing. All costs, fees and expenses incurred by the Broker in the preparation, publication, broadcast or distribution of any such advertising and marketing materials shall be the sole and exclusive responsibility and liability of the Broker.

(b) The Broker shall not alter, modify or revise and thereafter publish, broadcast or distribute any advertising and marketing materials that have been prepared by IL Group and that in any manner reference IL Group and IL Group's insurance products and services, unless otherwise first authorized by IL Group in writing.

8. Policy Cancellation and Non-Renewal

IL Group shall have the right, to be exercised in its sole discretion and in accordance with such authority as is granted to IL Group under any applicable insurance agency or brokerage agreement, to cause the cancellation or non-renewal of any insurance that has been written in accordance with this Agreement, provided that IL Group shall, except in the event that any such cancellation or non-renewal is effected for nonpayment of premiums, provide written notice of any such action to the Broker not less than fifteen (15) days prior to the date on which any such notice of cancellation or nonrenewal shall issue. Nothing contained herein shall restrict, or shall be construed or interpreted to restrict, the right of the insurance company providing insurance under any such policy or contract to effect the cancellation or non-renewal of any insurance as it determines in its sole discretion to be warranted or appropriate.

9 Indemnification

Each of IL Group and the Broker shall indemnify and hold the other harmless from and against all claims, losses, damages, liabilities, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from or arising out of such party's acts, errors or omissions in connection with such party's performance of this Agreement.

10. Ownership of Business

The Broker shall, during the term of this Agreement and following the termination hereof, have the exclusive right to own, use and control the expirations, accounts, expiration data, records, files and other information relating to the insurance that is solicited or produced by the Broker in accordance with this Agreement.

11. Relationship of Parties

The Broker's relationship with IL Group is for all purposes that of an independent contractor. Neither this Agreement nor anything contained herein creates, or shall be construed or interpreted to create, an agency or employment relationship between such parties.

12. Term and Termination

(a) This Agreement is effective as of the date first set forth above, and shall continue in effect thereafter unless terminated as provided in paragraph 13(b).

(b) This Agreement may be terminated as follows:

- (i) Upon the mutual written agreement of IL Group and the Broker;
- (ii) By IL Group or by the Broker upon written notice to the other of not less than thirty (30) days prior to the effective date of such termination;
- (iii) By IL Group or by the Broker upon written notice to the other in the event of any material breach of the terms and conditions of this Agreement that is not cured by the breaching party within thirty (30) days following the receipt of such notice thereby; or
- (iv) Immediately by IL Group or by the Broker in the event that any regulatory authority suspends, revokes or refuses to renew any license(s) required for the other party to transact the business of an insurance agent and/or broker as the same relates to the lines or types of insurance set forth in the attached Addendum, or in the event that either such party surrenders or fails to renew any such license(s).

(c) The rights and obligations of each of IL Group and the Broker under this Agreement shall continue following the termination hereof with respect to any insurance that has been written in accordance with this Agreement until such time as each policy or contract of insurance that has been issued concerning such insurance expires by its terms or is cancelled, non-renewed or otherwise terminated.

(d) The Broker shall be authorized to submit applications for insurance to IL Group as provided under this Agreement until the effective date of the termination hereof.

13. General Provisions

(a) The terms and conditions of the attached Addendum and any other addendum or any amendment to this Agreement are incorporated herein by reference thereto.

(b) This Agreement constitutes the entire agreement between IL Group and the Broker with respect to the matters contained herein and supersedes all prior agreements, whether oral or written, relating to the subject matter hereof.

(c) This Agreement may be modified, revised or amended only by the mutual written agreement of IL Group and the Broker.

(d) Neither this Agreement nor any of the respective rights or obligations of IL Group or the Broker under this Agreement may be assigned by IL Group or by the Broker, as the case may be, without the prior written authorization of the other.

(e) In the event that any provision of this Agreement is in violation of any statute, rule or regulation applicable thereto, then such provision shall be deemed to be amended to conform with such statute, rule or regulation. If any provision of this Agreement is held invalid, such invalidity shall not affect any other provision that can be given effect without that held invalid, provided that the result would not frustrate the intent of IL Group and the Broker in entering into this Agreement.

(f) This Agreement shall be construed and interpreted in accordance with and governed by the laws of the state of Alabama without regard to its conflict of laws principles.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year first set forth above by a duly authorized representative of IL Group and by the Broker.

IL Group

By: _____

Signature

Title: _____

Print Name

ADDENDUM

Product Authorization and Commission Rate

The Broker is authorized to submit applications to IL Group for the line(s) of insurance set forth below. IL Group shall pay commissions to the Broker for all policies and contracts of insurance that are issued with respect to such insurance business at the rates that are indicated. The Broker agrees to solicit such authorized line(s) of insurance in accordance with the limits of liability set forth below and in accordance with the terms and conditions of the Brokerage Agreement to which this Addendum is attached.

Product	Commission
Amenities Protection Plus	10%