BERKLEY CONNECT INSURANCE SOLUTIONS, LLC

RETAIL BROKER AGREEMENT

Number

THIS RETAIL BROKER AGREEMENT ("**Agreement**") is entered into and effective this __ day of **Month**, 2026 (the "**Effective Date**"), by and between Berkley Connect Insurance Solutions, LLC, a Delaware limited liability company with a principal place of business at 14902 N 73rd Street, Scottsdale, AZ 85260 (the "**Company**"), and _____ with a principal place of business at _____ (the "**Broker**") (each a "**Party**" and together, the "**Parties**") including all locations outlined in Schedule A.

WHEREAS, the Company is a licensed insurance broker-agent with access to certain insurance programs offered by its affiliated insurers;

WHEREAS, the Broker desires to place certain insurance business with the Company in accordance with the terms and specifications set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the Parties agree as follows:

Article I. The Relationship

A. Authority

The Company authorizes the Broker to place contracts of insurance with the Company for programs, accounts or business in accordance with the Company's Producer Manual and Agent Portal as published and updated from time to time in the Company's sole discretion (the Producer Manual and Agent Portal together herein designated as the "**Manual**"). Consistent with procedures and requirements set forth in the Manual, and any other instructions issued to the Broker from time to time by the Company, the Broker may submit information to the Company, request a premium quotation, and request that the Company provide coverage for a risk. If the Company agrees to provide a premium quotation and/or coverage, the Broker may communicate the terms of such quotation and/or coverage to the insurance applicant.

Except as described above, the Broker is not authorized to (a) make, alter or discharge any contract, or bind the Company to any promise or agreement (including the binding of coverage or issuing of insurance policies or endorsements); (b) incur any indebtedness, obligation or liability on behalf of the Company; (c) waive or modify any terms, conditions or limitations of any insurance policy; (d) adjust, settle or handle any claims (other than to notify the Company or to cooperate at the Company's request in any investigation, adjustment, settlement or payment); (e) make any representation, offer any advice or consultation, or deliver any opinion or information on behalf of the Company; (f) use in any manner the name, logo, or service marks of the Company or any insurer or other entity managed by the Company without express written consent from the Company; or (g) flat cancel an insurance policy without prior approval of the Company.

The Broker shall not hold itself out as, or foster the impression that it is, an agent or representative of the Company with any powers other than as expressly authorized herein. In the event the Company is subjected to loss or expense arising out of or in connection with any unauthorized advertisement, publication or statement by the Broker, the Broker shall be liable for all the resulting damages and costs in accordance with Article VI of this Agreement.

B. Independent Contractor Status

The Broker is an independent contractor and is not an employee, agent or authorized representative of the Company. Nothing in this Agreement creates an employer/employee or principal/agent relationship between the Company and the Broker. The Company shall not be responsible for the Broker's expenses, such as (without limitation) advertising, collection fees, employee hiring, licensing fees, postage, rentals, solicitors fees, transportation, or any other Broker expense whatsoever, whether on the Broker's behalf or, unless previously authorized in writing by the Company.

Article II. The Broker's Duties

A. Premium

All premiums, including return premiums, received by the Broker for business placed with or written by the Company, whether before or after termination of this Agreement, are property of the Company. The Broker will hold such premiums in trust for the benefit of the Company, in accordance with all applicable state insurance laws, until Company receives payment of all such amounts. This trust relationship and the Company's ownership of the premiums will not be affected by the Company's books showing a creditor – debtor relationship, the amount of balances at stated periods. The Broker shall not co-mingle any of the Company's premium funds with any personal or operational accounts, other Broker funds, or other funds held in any other capacity. The Broker is prohibited from taking any offsets from monies that it is holding in trust for the benefit of the Company.

B. Reporting and Accounting

1. The Broker shall immediately notify the Company in writing if the Broker receives notice of any claims, suits or losses under the policies placed with the Company. The Broker shall cooperate with the Company in the investigation, adjustment, settlement and payment of claims. The Broker shall also assist the Company in the collection of any deductibles from the insured.

2. The Broker promptly shall procure, as needed, all reports or records on insurance policies written on an audit or reporting basis. The Company may procure such reports or records directly from the insured if not received in a timely manner from the Broker.

3. The Broker shall keep complete records and accounts of all transactions pertaining to insurance policies written under this Agreement. The Broker shall keep such records and accounts current and readily identifiable. The Company has the right to examine the Broker accounts and records and to make copies of them. The Company may make such examination at any time the Company deems reasonable, either during or after the term of this Agreement.

4. At any time during the term of this Agreement, the Company may request copies of audited financial statements of the Broker, which shall promptly provide such statements to the Company.

5. The Broker shall immediately notify the Company in writing of all contacts and correspondence received from insurance regulatory or other governmental authorities relating to services provided under this Agreement. The Broker shall cooperate fully with the Company in responding to such authorities.

ARTICLE III. Compensation

In consideration of the Broker's services under this Agreement, the Company shall pay the Broker compensation in the form of a commission at the rate set forth in the Manual on premium received by the Company with respect to each policy of insurance placed with and accepted by the Company. The Company may amend or alter commission rates set forth in the Manual from time to time in the Company's sole discretion upon forty-five (45) days' notice to the Broker. The Broker shall pay the Company a return commission at the same percentage rate on any return premium. If the Company determines in its sole discretion that it is necessary to seek payment of earned premiums through third party collection, the Broker will forfeit all rights to commission on such premium.

ARTICLE IV. Licensing; Compliance with Law

At all times during the term of this Agreement, the Broker shall maintain a valid license as required in each state and jurisdiction for which Broker submits insurance proposals and/or applications, and such license shall be valid and in force at the time of commencement or renewal of any insurance policy submitted and accepted hereunder. The Broker shall comply with all applicable federal and state laws, rules and regulations governing the conduct of its business including, but not limited to, any diligent search requirements. The Broker shall immediately notify the Company of any notice of intent to suspend, revoke or limit the Broker's license(s) or if the Broker surrenders its license in any state.

The Company may access the Producer Database ("**PDB**") published by National Insurance Producer Registry to verify information related to licensing of Broker. **The Fair Credit Reporting Act ("FCRA") considers the access of the PDB by the Company to be a consumer report; accordingly, the Company gives notice that the Broker is entitled to receipt of the FCRA Notice and Summary of Your Rights, which is accessible at the website of the Consumer Financial Protection Bureau**, www.consumerfinance.gov/learnmore.

ARTICLE V. Term and Termination

A. Term and Termination Without Cause

The term of this Agreement shall commence on the Effective Date and continue until terminated pursuant to this Article V. Either Party may terminate this Agreement at any time by giving forty-five (45) days' written notice to the other.

B. Termination for Cause

The Company may terminate this Agreement immediately upon notice to the Broker if the Company in its sole discretion determines that:

1. The Broker or any of its employees has committed fraud, gross negligence, willful misconduct or abandonment; or is convicted or pleads guilty or no contest to any felony or misdemeanor related to fiduciary responsibilities whether or not related to the business of insurance;
2. The Broker has declared bankruptcy or is otherwise unable to meet its financial obligations;

3. A controlling interest in the Broker has been transferred or assigned, or that the Broker has agreed to sell or transfer, or has sold or transferred, all or substantially all of its assets to a third party;
4. Any regulatory body has cancelled, nonrenewed, suspended or otherwise terminated the Broker's license.

C. Continuing Duties After Termination

1. Following termination of this Agreement, the Broker shall remain obligated to fulfill its duties relating to the insurance policies produced by it and placed with the Company. At the Company's sole discretion, the Company may relieve the Broker of some or all of those duties and obligations and, if the Company so elects, will instruct the Broker accordingly in writing.

2. If the Broker has properly accounted for and paid all amounts that the Broker owes the Company and continues to make timely accountings and payments, all records relating to insurance policies produced by the Broker will belong to the Broker. If the Broker requests in writing, the Company will give the Broker a list of the Broker's policyholders and the expiration dates of their policies.

3. If the Broker fails properly to account for and pay all amounts the Broker owes the Company, all records relating to the insurance policies the Broker produced will belong to the Company. In such event, the Broker will gather such records together at the Broker's offices and make the records available to the Company. The Company may service the insurance policies directly or dispose of the records in any commercially reasonable manner. The Company may collect premiums directly from any policyholder for any amounts owed the Company.

4. If the Company sells the records, and the amount the Company receives exceeds the amount the Broker owes the Company and the expenses involved, the Company will pay the Broker the excess amount. If the amount the Broker owes the Company plus expenses exceed the amount the Company receives in disposing of the records, the Broker will remain liable for the excess.

5. If the Broker gives the Company collateral, which the Company determines to be adequate in form and amount to secure the balance that the Company estimates the Broker owes the Company, the Company will return the records and transfer ownership of expiring policies to the Broker.

ARTICLE VI. Indemnification

The Broker shall be solely responsible for providing advice and counsel to its clients with respect to the adequacy of insurance coverage or otherwise. The Broker shall indemnify and hold the Company harmless against any and all direct and indirect costs, claims, losses, liabilities, damages (compensatory or punitive) or expenses of any nature whatsoever (including reasonable attorneys' fees and/or costs) (collectively, "**Losses**") resulting directly or indirectly from a breach of this Agreement or arising out of any unauthorized advertisement, publication, or statement by the Broker, or any act, error, or omission by the Broker, the Broker's agents, representatives or employees. Broker agrees that monetary damages may not be a sufficient remedy for any breach of this Agreement and that the Company shall be entitled to seek specific performance and injunctive and/or other equitable relief as a remedy for any such breach, in addition to all other remedies available at law or equity.

At all times during the term of this Agreement, the Broker shall maintain errors and omissions coverage provided by an insurer rated "A" or better by A.M. Best Company with limits of liability not less than five million dollars ($5,000,000) both per occurrence and in the aggregate. The Broker shall provide to the Company a certification of such coverage issued by the insurer(s) within thirty (30) days after the Effective Date and within thirty (30) days after each renewal of such coverage. The Broker shall

immediately notify the Company in writing if the Broker's errors and omissions coverage is cancelled, nonrenewed or otherwise terminated.

ARTICLE VII. Ownership of Business

During the term of this Agreement, and except as otherwise provided herein, (i) the Company will not use the records of any policy produced by the Broker to solicit insured for renewals, other lines of insurance or other products or services except on the Broker's behalf; and (ii) the Company will display the Broker's name on all declarations and bills relating to policies placed with the Company by the Broker.

ARTICLE VIII. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous negotiations, representations, agreements or undertakings in whatever form with respect thereto.

ARTICLE IX. Amendments to the Agreement

No amendment of this Agreement shall be binding on any Party unless in writing and signed by the Parties.

ARTICLE X. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The terms of this Article X shall survive termination of this Agreement.

ARTICLE XI. Confidentiality and Non-disclosure

The Broker agrees that all information disclosed by the Company to the Broker, including but not limited to the Manual, any contents thereof, and customer information, shall remain strictly confidential and shall not be disclosed by the Broker to any individual, corporation, other business organization or governmental agency unless required by law or in conformity with the Company's Privacy Policy as provided to the Broker and amended from time to time, and the Broker shall use any such information only for the purposes for which the Company has provided such information to the Broker in furtherance of this Agreement. In addition, the Broker agrees to and shall adhere to the terms of the Data Processing Addendum attached hereto as Exhibit A and incorporated into this Agreement. The terms of this Article XI shall survive termination of this Agreement.

ARTICLE XII. Arbitration

The Parties agree that any dispute, controversy or claim between the Parties relating to or arising out of this Agreement, which Company and Broker are unable to resolve through good faith discussion, shall be submitted to binding arbitration at the request of either Party in the following manner:

A. The Party requesting arbitration shall notify the other Party in writing and shall specify the matter to be arbitrated.

B. Within fifteen (15) days after receipt of such notification, Company and Broker shall each select an arbitrator and provide the name and address thereof to the other.

C. The two arbitrators shall promptly select a qualified, competent and disinterested person as a third arbitrator.

D. The arbitrators shall be disinterested current or former executive officers of multiple line property and casualty insurance or reinsurance companies authorized to transact business in the United States.

E. The decision of any two of the three chosen arbitrators shall be final and conclusive to both Company and Broker. The decision shall be in writing and a copy thereof given to both Company and Broker within sixty (60) days after the date of the request for arbitration.

F. Each Party will pay the expenses of the arbitrator selected by it and will pay one half of the expenses of the third arbitrator. Each Party will be responsible for its own attorney's fees. Any arbitration costs not expressly provided for in this Agreement shall be allocated by the arbitration panel.

G. The arbitration shall be conducted in the State of Arizona in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**Rules**"). In the event of a conflict between the Rules and this Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

BERKLEY CONNECT INSURANCE SOLUTIONS, LLC	**BROKER**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

Schedule A

No additional scheduled locations.