2535 Kettner Blvd
#3B3 San Diego, CA
92101 USA
619-684-3852

18851NE29thAveSuite500
Aventura,FL33180

- Agency Information Sheet
- Legibile copies of Agents & CSR's 220/440 License's
- Copy of Agency E & O Declarations Page
- W9
- Please send to greg@binddesk.com

Agency Information Sheet - *File Electronically*

Corporate Information:

Exact name of the Corporation _____

FEIN # _____ Year Established _____ Agency DFS Registration # _____

Agency Name/DBA _____

Physical Address: Street _____

City _____ State _____ Zipcode _____

Mailing Address: Street _____

City _____ State _____ Zipcode _____

Agency Phone # _____ Fax # _____

Agency Web Address _____

*Please attach a separate list of all additional locations, associated with this corporation.

Agency Personnel:

Corporate Officers

Name	Email Address	Title/Position	Lic. Type	Number

Agents and Producers

Name	Email Address	Title/Position	Lic. Type	Number

Customer Service Representatives

Name	Email Address	Title/Position	Lic. Type	Number

Accounting Contact _____ Email Address _____

*Please attach a separate list of all additional Agents & Customer Service Representatives associated with this location

Agency Errors and Omissions Policy

Carrier _____ Policy Number _____

Policy Limits _____ Expiration Date _____

*Please attach a copy of E & O Declarations Page

Business Breakdown

PL % _____ CL % _____

Premium Volume - Total Written Premium

2017 _____

2016 _____

2015 _____

List Primary MGA's and Surplus Lines Brokers (same fromat as current Agency Information Sheet)

MGA	Annual Written Premium	Program or Line of Business written
MGA	Annual Written Premium	Program or Line of Business written
MGA	Annual Written Premium	Program or Line of Business written

List Primary Target Classes / Industries

Q&A Section

Please answer all questions. (If you mark "Yes" for any answer, please include details of who, what, when, and dollar amount on additional form).	YES	NO
1. Have you ever had an appointment terminated by any insurance company or financial services?		
2. Do you owe any debt or balance to any insurance company or financial services institution that has remained overdue for more than sixty (60) days?		
3. Has any state or federal agency ever denied, suspended, revoked, or taken any action against any fiduciary license held or applied for by you, or have you ever voluntarily submitted to any sanction or surrendered any fiduciary license under threat of suspension or revocation of that license?		
4. Has any state or federal self-regulatory body of any type, ever taken any disciplinary measures against you?		
5. Have you ever had a claim filed against your Errors and Omissions Coverage, or has any bonding company, ever denied, paid out on, or revoked a bond for you?		
6. Have you ever been the subject of any civil or administrative proceeding, including one initiated by a state department of insurance?		
7. Do you have any felony charges pending against you, or have you ever pled guilty or nolo contendere to or been convicted of a felony or a crime involving moral turpitude.		
8. Do you have any unsatisfied liens (tax or otherwise) or judgments (civil or otherwise) against		
9. Have you been the subject of a bankruptcy petition or proceeding in the past seven (7) years?		

I hereby represent that the answers and statements ("the information") I am giving London Underwriters, LLC and its affiliates ("the Company") on this application ("PBA") are correct, complete, and wholly true. (2) I understand the Company will rely on the information as one factor in considering this PBA, and may, at its option, terminate or rescind our resulting business relationship if any of the information is not as I have given it. (3) I give the Company, its employees, agents, and/or contractors permission to direct advertising or promotional phone calls, faxes, and electronic mail to the numbers and addresses I have listed above, as well as any others I provide. This permission continues until specifically revoked by me in writing. (4) If appointed to represent London Underwriters, LLC and its affiliates, I understand that I am considered an independent contractor, and not an employee of such company.

Authorization

I authorize the Company to conduct a public records search, and/or to obtain a consumer report and/or investigative consumer report about me from a consumer reporting agency. These reports may concern my credit history, worthiness, standing, and/or capacity. These reports may also concern my character, general reputation, personal characteristics, mode of living, criminal history, motor vehicle record, and other data relevant to the appointment and/or contract process with the Company. I understand the Company will use this data within that process as one factor in considering my PBA.

Producer Signature _____ Date _____

Producer Name _____

Please Note: No business may be solicited on behalf of London Underwriters, LLC or Certain Underwriters at Lloyd's until you have received written authorization to do so by London Underwriters, LLC.

RETAIL BROKERAGE AGREEMENT

This Agreement, made this ____ day of _____, 20___, between LONDON UNDERWRITERS, LLC, DBA London Underwriters, a Florida corporation with principal offices at 18851 NE 29th Avenue, Suite 500 , Aventura, Florida and Insurance Cloud Marketing Services, Inc., DBA BindDesk Insurance Services, a California corporation with principle offices at 2535 Kettner Blvd., Building 3B3, San Diego, CA (hereinafter referred to as ("BROKER") and

_____

with principal offices at _____

(hereafter referred to as "PRODUCER") hereby agree to the following terms:

WHEREAS, the PRODUCER warrants that the PRODUCER holds an insurance license issued by the state of _____, currently valid and in force, and; WHEREAS, the PRODUCER desires BROKER to place risks of PRODUCER's clients (hereinafter referred to as the "INSURED") with and for acceptance by insurance concerns with whom BROKER transacts business.

WHEREAS, BROKER agrees to allow the PRODUCER a commission, consisting of a percentage of the base premium, to be disclosed on the quote(s) provided on such business if and when placed by the parties hereto:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. PRODUCER RESPONSIBLE FOR PAYMENT OF PREMIUM

PRODUCER shall be primarily liable to Broker for the full amount of the premium and applicable state taxes, fees and surcharges, less PRODUCER's commission on every insurance contract placed for PRODUCER. BROKER will invoice PRODUCER on each risk where coverage is effective at the request of the PRODUCER. Such invoice will be due and payable as indicated in the invoice and in no event are premiums to be remitted later than 20 days after the effective date of such contract. PRODUCER agrees that payment of any minimum earned premium required by the issuing company will be the responsibility of the PRODUCER. PRODUCER shall be and remain liable to BROKER for all earned premiums. Any credit extended to the INSURED shall be the sole risk and responsibility of PRODUCER.

2. DIRECT COLLECTION

If, after the expiration of sixty (60) days from the date liability was assumed by the insurance carrier, BROKER has not received the amount due it, BROKER may, at its option, collect from the INSURED the premium due. In the event that BROKER collects the premium or any part thereof from the INSURED, PRODUCER shall not be entitled to any commission on the premium so collected. Attempts by BROKER to collect from the INSURED shall not relieve PRODUCER of liability to BROKER except to the extent of amounts actually collected by BROKER from the INSURED, less expense of such collection.

3. FLAT CANCELLATIONS

No insurance contract may be returned to BROKER by PRODUCER for flat cancellation unless it is returned prior to the inception, or effective date, of the contract. Earned premium shall be computed and charged on every contract cancelled after inception in accordance with the cancellation provisions of such contracts.

4. UNEARNED COMMISSIONS

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

5. AUDITABLE POLICIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN SET FORTH, in the situation where premiums for a policy or policies which have been issued cannot be fully determined in advance and where an adjustment or determination after a specific time period, by audit or otherwise shall have been made, then the amount of such additional premium due shall be paid by the PRODUCER to BROKER and paid by the due date indicated on the billing invoice. If premiums resulting from audits are, after diligent collection effort, determined by PRODUCER to be uncollectible, PRODUCER shall notify BROKER immediately upon such determination. If BROKER is allowed by contract to receive credit from the issuing company and concurs that diligent effort has been made by the PRODUCER, the PRODUCER's account will be credited accordingly. PRODUCER shall not be entitled to commission on premium subsequently collected.

6. NO BINDING AUTHORITY

The parties hereto agree that in no event, nor under any circumstances whatsoever, shall this Agreement ever be interpreted or construed to the effect that the PRODUCER may bind BROKER or any company or underwriter represented by BROKER.

7. NOTICE OF EXPIRATION AND RENEWAL REQUESTS

BROKER shall be under no obligation to give PRODUCER advanced notice of expiration of

any policies of insurance which PRODUCER procures through BROKER.

8. OWNERSHIP OF BUSINESS

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

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 PRODUCER from executing other similar agreements with competitive markets.
(b) Compel BROKER to accept or place all or any of the business offered to it by the PRODUCER.

10. HOLD HARMLESS

The PRODUCER shall indemnify and hold BROKER harmless against any claim, liabilities, any negligence or costs (including attorney's fees and expenses) which BROKER may become obligated to pay as a result of loss to INSUREDS caused directly or indirectly by an error and/or omission of the PRODUCER. In addition, BROKER shall indemnify and hold the PRODUCER harmless against any claims, liabilities, any negligence or costs (including attorney's fees and expenses) which PRODUCER may become obligated to pay as a result of loss to INSUREDS caused directly or indirectly by an error and/or omission of BROKER in the processing of any business placed and/or attempted to be placed by BROKER for PRODUCER.

11. INSURANCE & LICENSING

PRODUCER hereby agrees to obtain and maintain, at all times during the term of this Agreement, Errors and Omissions coverage for itself and it's agents, solicitors, servants and employees in an amount not less than $1,000,000.00 and with a carrier with an AM Best rating of A- or higher. A copy of the relevant Errors and Omissions policy or confirmation of shall be submitted to BROKER annually and PRODUCER shall not discontinue such coverage without providing BROKER thirty (30) days prior written notice of such action. Any failure to provide such notice or to maintain such insurance shall be deemed to be a material breach of this Agreement, entitling BROKER to indemnification for any damages caused thereby as set forth above.

Additionally, PRODUCER hereby agrees that coverage requested onbehalf of INSUREDS may exceed the current maximum limits set forth on the relevant Errors and Omissions policy provided to BROKER per individual policy submission. At the sole discretion of BROKER, any submission received that exceeds the maximum limits on the relevant Errors and Omission policy may not be processed and proof of increased Error & Omissions coverage may be req uested before the requested quote will be processed.

PRODUCER warrants that it is properly licensed to sell insurance in its state of domicile, and all other states in which PRODUCER sells insurance, and agrees to act in compliance with all laws and regulations regarding placement of insurance with admitted and/or non-admitted insurance companies in each such state. PRODUCER will provide BROKER with a copy of PRODUCER's current insurance license and will immediately notify BROKER of any suspension, revocation or termination of this license.

12. CURRENT POLICIES INFORCE

This Agreement shall apply to current policies already placed and inforce at the date hereof and all future policies which may be placed by BROKER for PRODUCER and to any outstanding debt on policies which are placed by BROKER for any entity acquired by PRODUCER. This agreement may be cancelled at any time, subject to the terms and conditions of Section 15 below. However, said cancellation shall not alter in any way the continued application of this Agreement to insurance policies effected prior to the date of such cancellation.

13. ACCEPTANCE OF AGREEMENT BY LONDON UNDERWRITERS

The parties hereto agree that this Agreement shall not become effective until accepted by BROKER. The parties agree that this Agreement contains all the contractual agreements existing between them relative to the brokerage relationship, and all other written or oral arrangements are deemed to be merged within. Amendments to this Agreement must be in writing and signed by the partied hereto.

14. MODIFICATION OF THIS AGREEMENT

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

15. 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.

16. ASSIGNMENT

Assignment by PRODUCER of rights and obligations under this Agreement, shall not be valid unless and until BROKER has given it written authorization to such assignment.

17. CONFORMITY OF STATUTE

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

18. JURISDICTION

This agreement will be construed and enforced in accordance with the laws of the State of Florida.

AGREEMENT ACCEPTED AND EFFECTED BETWEEN _____

(Producer) AND LONDON UNDERWRITERS, LLC, and Insurance Cloud Marketing Services,, Inc., (BROKER),

THIS _____ DAY OF_____, 20____

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

CORPORATION: _____

SIGNATURE:_____ FEDERAL TAX ID # _____

PRINTED NAME:_____

TITLE: _____

WITNESS: _____ DATE EXECUTED: _____

SIGNATURE:_____ For London Underwriters, LLC PRINTED

NAME:__Daniel Feigenbaum_____

TITLE: ____President_____ DATE EXECUTED: _____

WITNESS: _____ PRINTED NAME: _____

SIGNATURE:_____ For Insurance Cloud Marketing Services, Inc.

NAME:_____

TITLE: _____ DATE EXECUTED: _____

WITNESS: _____ PRINTED NAME: _____