

BROKERAGE AGREEMENT

THIS BROKERAGE AGREEMENT, made as of the _____ day of _____, 2006 between INTERNATIONAL PLACEMENT SERVICES, INC. on behalf of itself and its subsidiaries (hereinafter collectively referred to as "IPSI") and [_____]

FILL IN FULL CORPORATE NAME

of [_____], in the State of [_____]

FILL IN CITY

FILL IN STATE

(hereinafter referred to as "BROKER").

WITNESSETH, in consideration for IPSI placing risks from time to time hereafter for the BROKER with an insurer, or insurers, and for the mutual promises and covenants hereinafter set out, it is agreed as follows:

(1) IPSI promises that it will exert its best effort to place with an insurer, or insurers, such risks as it may be called upon by the BROKER to place. The use and control of expirations are and shall remain the property of the BROKER.

(2) The BROKER shall be liable to IPSI for the full amount of premium and applicable state taxes, less commission, including additional premiums developed under audits or retrospective penalties on every insurance contract placed for the BROKER. Such premiums and taxes shall be due and payable by the BROKER to IPSI not later than the date shown on the invoice.

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

(4) The BROKER is not the agency of, and has no authority to bind IPSI or any of its principals.

(5) Any taxes applicable to any contract of insurance placed with an insurer by IPSI which are not recoverable are fully earned from the inception date of the insurance, and in case a portion of the premium shall be returned by reason of cancellation either on or behalf of the insured or the insurer or by reason of premium, no amount shall be returnable in respect of such taxes until and unless such taxes have been, in fact, recovered by IPSI and the amount to be returned shall in no event exceed the amount so recovered.

(6) The BROKER agrees that any extension of credit to insureds is solely at its own risk, and it shall pay IPSI all amounts due IPSI whether these funds have been collected from those who may owe it.

(7) The BROKER agrees to hold harmless IPSI, and IPSI agrees to hold harmless the BROKER, from any and all negligent or wrongful acts, omissions, or conduct that would result in a financial or other obligation to the other.

(8) The BROKER agrees that it will maintain Errors and Omissions Insurance coverage at all time with coverage limits of at least \$1,000,000. The BROKER agrees to provide IPSI proof of this insurance at the request of IPSI and further agrees to promptly notify IPSI if coverage is ever discontinued or canceled.

(9) The BROKER consents to IPSI e-mailing or faxing the BROKER concerning services and products offered by IPSI. The BROKER can revoke said consent at any time by providing written notice to IPSI.

(10) This Agreement is for the exclusive benefit of the parties hereto, and no third party, including, without limitation, any insured, is intended to be or shall be a beneficiary of any provision of this Agreement.

This agreement shall apply to current policies already in place and in force at the date hereof and all future policies which may be placed by IPSI for the BROKER. The agreement may be canceled at any time by 30-day written notice of either party to the other, but 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. In the event that either party fails to fulfill responsibilities agreed to in this contract, the other party will have the right to terminate this agreement immediately.

This agreement constitutes the final, entire and exclusive understanding of the parties, and it supersedes and cancels all prior communications, understandings and agreements, whether written or oral, regarding the subject matter of this agreement.

INTERNATIONAL PLACEMENT SERVICES:

BROKER: _____

Signature: _____

Signature: _____

By: Michael J. Eichhorn, CPCU
Executive Vice President

Print/Type Name: _____

Title: _____

Date: _____

Please return 1 copy (with original, wet ink signature) to:

Amy K. Williams
International Placement Services, Inc.
101 South Hanley Road, Suite 700
St. Louis, MO 63105

(314) 725-8394