



PRODUCER agrees that if BROKER is required to take any legal action whatsoever against PRODUCER to recover against PRODUCER, PRODUCER individually, agree to pay reasonable attorney's fees and costs incurred in such action.

4. PREMIUM FINANCING. BROKER recognizes that PRODUCER may arrange premium financing for his clients through established premium financing facilities. If PRODUCER does so, PRODUCER agrees to forward promptly a copy of the finance agreement to BROKER so that BROKER may be aware of its terms and conditions, however unless BROKER expressly agrees otherwise, he shall not be bound by such terms and conditions. PRODUCER further agrees to identify BROKER as the issuing agent on the finance agreement.

PRODUCER further agrees that unless otherwise expressly agreed to by the BROKER, payments by the premium finance company shall be made directly to BROKER and not to PRODUCER. PRODUCER shall be responsible to BROKER for any additional balance due.

5. CANCELLATION of INSURANCES. Nothing in this Agreement shall be construed as limiting or restricting the right of BROKER to cancel any binder, policy, cover note or certificate of insurance issued under this Agreement in accordance with the cancellation provisions of such binder, policy, cover note or certificate. No insurance contract may be returned to BROKER by PRODUCER for flat cancellation unless it has been received by BROKER prior to the effective date of the policy.

6. CLAIMS. PRODUCER shall immediately notify BROKER of all claims, suits, and notices of loss and agrees to cooperate fully with BROKER and any insurance company represented by BROKER to facilitate the investigation, adjustment, settlement and payment of any claim when and as requested by BROKER and under any procedures as may be agreed from time to time.

7. NOTICE OF EXPIRATION. Any custom or usage to the contrary notwithstanding, BROKER does not assume any responsibility for giving, and shall be under no obligation to give PRODUCER, the insured or any other person, firm or corporation, notice of expiration of any policies of insurance, whether prior to or after expiration, termination or cancellation thereof, which PRODUCER procures from time to time through the facilities of BROKER. BROKER may make an effort to give PRODUCER some advance notice of the expiration of any policies of insurance, but the failure of BROKER to provide such notice for whatever reason, or no reason, and whether through intentional or negligent omission or commission, or otherwise, shall not render BROKER liable to PRODUCER, the insured or any other person, firm or corporation, and BROKER shall in no way be responsible to notify PRODUCER, the insured or any other person, firm, or corporation of the expiration date of any policy of insurance.