



# BROKER CONTRACT



**BENI SOLUTIONS**

Complete and return  
[hello@beni.solutions](mailto:hello@beni.solutions)

# Broker Agent/Agency Information

## Agency Information

Agency Name		Tax-ID	
Address		Suite#	
City	State	Zip	Phone

## Agency Owner

Full Name	Email

## Producers & Contacts

Full Name	Email	Title
Full Name	Email	Title
Full Name	Email	Title
Full Name	Email	Title

## Required Paperwork

W9

Copy of your current resident agency state license

# Broker Agent/Agency Agreement

This Producer Agreement ("Agreement") is entered into effective as of and is by and between Beni Solutions (hereinafter referred to as "Company") and the undersigned broker (hereinafter referred to as "Broker"). Broker and Company, jointly, shall hereinafter be referred to as "the Parties" and each individually as a "Party."

WHEREAS, Broker is an agency or individual that has established relationships with certain prospective clients and/or tools and resources to establish relationships with prospective worksite accounts; and WHEREAS, Broker will provide services to the Company's Worksite Broker sales division in efforts to make connections between Company and prospective clients for the introduction of Company's suite of supplemental employee benefit products.

WHEREAS, Company will benefit from Broker's provision of Services; and WHEREAS, Company wishes to engage Broker for the purpose of providing Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereby agree as follows:

**1. APPOINTMENT AND LICENSING.** Unless otherwise required by law or Company policy, Broker shall be responsible for obtaining, at his expense, all licenses required by any governmental entity for transacting business under this Agreement. Broker understands and acknowledges that Company shall pay no compensation to Broker unless and/or until such time as Broker is appropriately licensed and appointed by Company, where applicable.

**2. RELATIONSHIP OF PARTIES.** The Parties acknowledge and agree that Broker shall be considered an independent contractor. No agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement and neither of the Parties can create any such obligation for the other Party. Neither of the Parties is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party. The Parties may not bind one another in any manner.

**3 LIMITED AUTHORITY.** Broker is not authorized to make or amend any contract, incur any debt, or extend any credit on behalf of Company; or alter, waive or modify any of the terms, conditions or limitations of any application for insurance or policy issued by Company; or waive any of Company's rights or privileges under any agreement made by Company or under Company policies and procedures. Broker agrees that if he obligates Company in any manner prohibited by this section, Broker shall be liable to Company for any loss resulting therefrom, including but not limited to costs and attorney fees incurred by Company in defending claims asserted by third parties.

#### **4. COMPENSATION OF BROKER.**

(A) Commissions. Company agrees to pay Broker commissions on policies issued during the term of this Agreement in accordance with the Commission Rate Schedule. Commissions will be paid only on premiums actually received by Company on business produced as a direct result of Broker's Services less any premiums returned to the insured for any reason. In the event Company shall, either during the continuance of this Agreement or after its termination, refund premiums under any policy to an Insured for any reason, Broker shall immediately repay to Company the amount of any commission paid him on the premium so refunded. Company has the right, by offset or otherwise, to recover commissions made in error.

(i) All commissions shall be based only on premium actually received by Company. Commissions will be calculated only on those premiums paid by or on behalf of the insured. No commissions shall be paid on interest, or on premium waived or commuted by reason of death, disability or exercise of policy options.

(ii) Company may, at any time while this Agreement is in force or after its termination, set off against any claim on his part to commissions on business secured by or through other Brokers.

#### **5. TERM AND TERMINATION..**

(A) Term. This Agreement shall commence on the effective date and the initial term shall continue thereafter for a period of one (1) year, unless it is terminated earlier pursuant to Section 6 (B) of this Agreement. At the end of the initial term, unless terminated earlier, this Agreement will remain in full force and effect and will renew automatically for additional one (1) year renewal terms unless and until this Agreement is terminated in accordance with this Section 6 (B).

(B) Termination. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. If Broker engages in any act of dishonesty or malfeasance in the performance of the Services, or if Broker breaches this Agreement, then this Agreement and Broker's right to receive further commissions hereunder shall immediately terminate upon written notice..

# Broker Agent/Agency Agreement

**6. PERIODIC STATEMENTS.** Company will provide Broker a periodic statement of compensation. Broker agrees to examine each periodic statement and to notify Company, in writing, of specific mistakes or discrepancies in the statement. Failure of Broker to so notify Company of any mistakes or discrepancies in writing within ninety (90) days of receipt of the statement shall be an admission of the correctness of such statement and shall bar any claims to the contrary against Company.

**7. EXPENSES.** Broker shall be responsible for all expenses it incurs in the performance of his obligations under this Agreement, including but not limited to expenses for transportation, office space, supplies, appointment fees, advertising, training, and licensing, if applicable.

**8. ADVERTISING.** Broker shall not, without the prior written approval of Company, publish or distribute any advertising material, supplies or other printed or written material concerning Company or its products created by Broker.

**9. COMPANY'S RIGHT TO CANCEL POLICIES.** Company reserves the right to reject any application for insurance and to cancel, refuse to renew or modify, in accordance with policy provisions, any policy issued by Company.

**10. MODIFICATION.** This Agreement may be altered or amended only by a written amendment to this Agreement signed by each of the Parties hereto.

**11. ASSIGNMENT.** No assignment of this Agreement or of any commissions accrued or to accrue under this Agreement shall be valid as against Company unless authorized in writing by Company.

**12. WAIVER.** Failure of either party to insist upon strict compliance with any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

**13. NOTICE.** Any written notice, request, instruction or document to be given under this Agreement by any Party to the other Party may be delivered personally or sent electronically or by first class mail, with postage duly affixed, to the other Party at their last known address. Electronic notice to Broker from Company shall be delivered by transmission of an e-mail to Broker at the email address kept in Company's files.

**Beni Solutions**

*Brianna Manente*

By COO, Brianna Manente

AND

\_\_\_\_\_  
Authorized Signer Name

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Authorization for Direct Deposits

I hereby authorize and instruct Beni Solutions (the "Company"), to deposit the amount of each of my commission payments directly into my checking and / or savings account as indicated below in the Deposit Instructions and to make any such withdrawals directly from my account or accounts as are necessary to correct any incorrect deposit by the Company under this Authorization. I further hereby authorize and instruct the financial institution named below (the "Institution") to accept such automatic deposits to or withdrawals from my account or accounts by the Company and to cause my account or accounts to be automatically credited or debited (as the case may be) in the amount of such deposits or withdrawals by the Company without any responsibility for the correctness of any such deposit or withdrawal. I hereby Authorize Third Party Administrators of Options Plus to make such transactions on their behalf.

## Payment Information

Make Payment To	Bank Account Type
Bank Name	Routing#
Account#	

## Commission Statement Access

Send Commission Statements To

I understand that I can cancel this authorization at any time. To cancel, I must give written notice to both the Company and the Institution. My cancellation will become effective as to the company when the Company receives my notice of cancellation and has had a reasonable period of time upon which to act on it. Any automatic deposits to or withdrawals from my account or accounts by the Company up until that time will be authorized by this authorization. My cancellation of this authorization will become effective as to the Institution when the Institution receives my notice of cancellation and has had a reasonable period of time upon which to act on it. Any automatic credits or debits made to my account or accounts by the Institution up until that time will be authorized by this authorization.

I further understand that all automatic deposits and credits to or withdrawals and debits from my account or accounts under this authorization will be subject to all rules, regulations, agreements and disclosure statements of the Company and the Institution governing accounts and preauthorized transfers to and from accounts. I hereby state that I received a completed copy of this authorization on the date I signed the authorization.

Name:

Signature:

Date: