



**Authorization Form**  
**Background checks will be executed for these states:**  
**AL, AR, FL, GA, KS, KY, MS, NC, OH, OK, PA, SC, WV**  
**Fax all documents to 1-800-622-8125**

TSMs should complete the highlighted fields prior to forwarding to the agency/brokerage principal.

1. Please complete this form by "tabbing" through the fields and typing in your information. This will allow the forms that follow to pre-fill with repeatable information.
2. Separate background check forms **must be completed for each producer who will submit business** regardless of state. Backgrounds checks will be ran where required by the state.
3. Once the forms have been completed, print and sign pages 1, 3, and 4.
4. Include copies of your current E&O dec page and your W9.
5. Complete and sign Agency or Broker agreement (separate documents).
6. Fax all documents back to 1-800-622-8125.

<b>TSM:</b>	
<b>Select Product Availability:</b> <input type="checkbox"/> Traditional Only <input checked="" type="checkbox"/> Affinity Only <input type="checkbox"/> Both	
<b>Group Name (if applicable):</b> N/A	
Agency Marketing Access Broad market – Code X <i>(for in house use only)</i>	
Business Name:	
Legal Name:	
Physical Address:	PO Box:
City, State, Zip:	PO Zip:
County:	Phone:                      Fax:
Email Address:	Website:
Tax ID or SSN:	Legal Entity Type: Select from drop down
AL3 Setup: Select from drop down	Comp Rater Vendor: Select from drop down
Additional Locations (please select one):	
<input type="checkbox"/> Option 1 – All output (insured decs) and commission data should be sent to the office address shown on this form	
<input type="checkbox"/> Option 2 – All output and commission data should be sent to a different office location. Send to agency code:	
<input type="checkbox"/> Option 3 – All output should be sent to the address on this form and commission data should be sent to agency code:	
Principal Owner:	Principal Phone #:
Home Address:	
City, State, Zip:	
Social Security Number:	Date of Birth: m/d/yyyy
By providing your fax number and email address, you agree the Company may send you product and promotional information via Fax, email or other medium.	
Do business locations need to be combined for volume purposes: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Principal Owner's Signature	Date: 12/5/2012

**Producer Information Form**  
**Fax all documents to 1-800-622-8125**

List producers (including principal/owner) below and indicate if they need to SUBMIT business or SERVICE business (only needs to look up policy data or take payments). Please include all producers' work email addresses. Producers not currently submitting business with the Company must complete a background check form where required by the state's DOI (separate from this document).

A pre-filled form for the Principal/Owner is on page 4 of this document. The background form for all other producers is separate from this packet.

	<b>Producer Name</b>	<b>Position</b>	<b>SSN</b>	<b>DOB m/d/yyyy</b>	<b>NPN or PC License #</b>	<b>Work Email</b>	<b>Submit or Service</b>
<b>1</b>		Owner					Select
<b>2</b>		Select					Select
<b>3</b>		Select					Select
<b>4</b>		Select					Select
<b>5</b>		Select					Select
<b>6</b>		Select					Select
<b>7</b>		Select					Select
<b>8</b>		Select					Select
<b>9</b>		Select					Select
<b>10</b>		Select					Select

**GMAC Insurance Authorization Agreement**  
**For Automatic Drafts and Deposits - Fax all documents to 1-800-622-8125**

**Part 1: Premium Draft/Adjustments Credit**

I authorize the Company to draft premiums from the accounts with the banking information shown below, in the amount indicated by the payment and/or new business received by the Company from the producer. Additionally, I understand reimbursement for fees or uncollected premiums will be credited to this account. Any disputes regarding the amount drafted from or credited to the producer's account shall be resolved as soon as practical. The producer is also granted limited authority to endorse "For Deposit Only" checks made payable to companies in the GMAC Insurance Group which will be drafted from the producer's account.

<b>Business Name</b>			
<b>Phone Number</b>		<b>Fax Number</b>	
<b>Principal/Officer</b>			
<b>Bank Name</b>			
<b>City/State</b>			
<b>Account Name</b>			
<b>Routing transit number (9 digits)</b>			
<b>Account Number</b>			

**Part 2: Deposit of Commissions**

I authorize the Company to automatically credit producer's account with any commissions due producer from Company.

<b>Bank Name</b>	
<b>City/State</b>	
<b>Account Name</b>	
<b>Routing transit number (9 digits)</b>	
<b>Account Number</b>	

**The above authorization is nonnegotiable and nontransferable.**

I understand the Authorization for Automatic Drafts by Company shall remain in full force and effect unless and until such time as producer has given the Company ten days prior written notice of the intent to terminate the Authorization and provided all outstanding obligations of producer to Company have been satisfied.

<b>Authorized Producer Signature</b>	<b>Date</b>
	6/26/2012

- Any changes made to the accounts mentioned above will require completion of new forms.
- Questions may be directed to the ACH Department at 800-526-0332, Ext 48481.

**GMAC Insurance**  
**Producer Background Information Form**  
 Fax all documents to 1-800-622-8125

<b>Business Name:</b>			
<b>Producer Name:</b>			
<b>Social Security Number:</b>	<b>Date of Birth:</b>	<b>NPN #</b>	
<b>Present Home Address:</b>		<b>Work Email:</b>	
<b>Previous Home Address:</b>			
Please check yes or no for each question		<b>Yes</b>	<b>No</b>
1. In the last 5 years, have you filed for or been discharged from any bankruptcy (including personal bankruptcy), insolvency or assignment for the benefit of creditors.		<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have outstanding debts totaling over \$10,000 that are delinquent (add together tax liens, consumer debt, child support and/or alimony payments, civil judgments and all other past due debts)		<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been the subject of an administrative proceeding regarding any professional or occupational license that resulted in disciplinary action outside of continuing education compliance?		<input type="checkbox"/>	<input type="checkbox"/>
4. Has your insurance license ever been suspended, revoked or surrendered by any regulatory agency, or have you ever been fined, penalized, sanctioned or subject to any other disciplinary action by a state or federal regulatory agency or are you currently under investigation as a result of your activities in the business of insurance, securities, banking, investment banking or real estate?		<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever had an insurance producer contract or any other business relationship with an insurance carrier severed for any alleged misconduct		<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever been convicted of, plead guilty or no contest to, or are you currently charged with or under investigation for any misdemeanor involving dishonesty or breach of trust or any felony?		<input type="checkbox"/>	<input type="checkbox"/>
7. Are you currently the subject of any complaint, investigation or proceeding that could result in a "yes" answer to any of these questions?		<input type="checkbox"/>	<input type="checkbox"/>

**Disclosure/Authorization**

In conjunction with entering into a business relationship with you, one or more insurance companies in the GMAC Insurance Group of Companies, hereinafter referred to as Company, may obtain one or more consumer reports on you. The reports may include information about your character, general reputation, personal characteristics and mode of living. To facilitate easy access to all information necessary, please complete, sign, and return this form.

I authorize all persons and entities (including but not limited to businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, education institutions, state insurance departments, the NASD, and all military services) to release all written and verbal information to the Company. I release and agree to hold harmless each such person or entity from all liability and responsibility for doing so.

I also hereby certify that all of the information herein is accurate and complete. I acknowledge and agree that entering into a business relationship with the Company will, in part, be based on information found on or generated from this background information form, and any falsification, misrepresentation or omission of information from this form may result in the withholding, withdrawal from or the revocation of a business relationship with the Company whenever discovered.

I specifically authorize the Company to procure consumer reports on myself. I understand these consumer reports will contain information about my background, character, general reputation, personal characteristics and mode of living. I also understand I have the right to ask Company for a complete and accurate written disclosure of the nature and scope of such reports. This request must be made in writing within a reasonable time after signing this form. This authorization, in original or copy form, is valid now and any time in the future, until I revoke it in writing. I have retained a copy of this document.

<b>Producer Name</b>	<b>Producer Signature</b>	<b>Date</b>
		6/26/2012

**ONLY applicable to California Producers**

I wish to receive a copy of my Investigative Consumer Report per CA Investigative Consumer Reporting Agencies Act 1786.16

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





GMAC Insurance Company Online, Inc.  
 Integon Casualty Insurance Company  
 Integon General Insurance Corporation  
 Integon Indemnity Corporation  
 Integon National Insurance Company  
 Integon Preferred Insurance Company  
 MIC General Insurance Corporation  
 National General Assurance Company  
 National General Insurance Company  
 New South Insurance Company  
 Agent Alliance Insurance Company  
 ClearSide General Insurance Services, LLC

**AGENCY AGREEMENT**

**WITNESSETH**

This AGENCY AGREEMENT, (“Agreement”) entered into by and between \_\_\_\_\_, having his principal place of business at \_\_\_\_\_ (the “Agent”) and such insurance company (-ies) identified above and any of their affiliated companies as the Agent shall be from time to time appointed to represent (the “Company”) and provided such Company is licensed to write business in such State as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”). The Agent and the Company are described herein each as a “Party” and collectively, as the “Parties.”

**RECITALS**

WHEREAS, the Company is an insurance company that markets insurance and/or certain non-insurance products to the public;

WHEREAS, the Agent desires to offer the Products to his customers; and

WHEREAS, the Company wishes to engage the Agent for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the Company hereby appoints the Agent as an agent for the Company and the Agent accepts the appointment subject to the following terms and conditions:

**ARTICLE 1  
 DEFINITIONS**

As used in this Agreement:

- 1.1. **“Affiliate”** means a Person that controls, is controlled by, or is under common control with another Person. For purposes of this definition, “control” means the power to direct or cause the direction of the management and policies of such Person, whether through direct or indirect legal ownership of its voting securities or by contract or otherwise. Except by mutual agreement of the Parties, control shall be conclusively presumed to exist where any Person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing more than 10% of the voting securities of any other Person.
- 1.2. **“Commission”** means any compensation payable by the Company to the Agent pursuant to Article 6 hereof.
- 1.3. **“Consumer”** means any Person for whom the Agent submits an application to the Company pursuant to this Agreement, whether or not a policy is ultimately issued as a result.
- 1.4. **“FCRA”** means the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, as amended by the Consumer Credit Reporting Reform Act of 1996, by the Fair and Accurate Credit Transactions Act of 2003 or as otherwise amended from time to time.

- 1.5. **“GLBA”** means the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. § 6801 *et seq.*, as amended from time to time, and all applicable federal and state regulations promulgated thereunder or of similar scope.
- 1.6. **“Effective Date”** has the meaning set forth in the preamble.
- 1.7. **“Law”** and **“Laws”** mean and include all applicable federal, State and local statutes, ordinances, court orders, court decisions, regulations and other rules of law and PCI-DSS.
- 1.8. **“PCI-DSS”** means Payment Card Industry – Data Security Standard.
- 1.9. **“Person”** and **“Persons”** mean and include individuals, corporations, partnerships, limited liability companies and other legal entities or unincorporated associations.
- 1.10. **“Product”** and **“Products”** mean any insurance or non-insurance products issued by the Company, which the Company authorizes the Agent to sell, solicit or negotiate on its behalf.
- 1.11. **“State”** and **“States”** mean and include all 50 states of the United States of America and the District of Columbia.
- 1.12. **“Territory”** means all States in which the Company has appointed the Agent pursuant to this Agreement.
- 1.13. **“VCCLEA”** means the Violent Crime Control and Law Enforcement Act of 1994, 18 U.S.C. §§ 1033, 1034, as amended from time to time.

## ARTICLE 2 PRECONDITIONS OF AGREEMENT

- 2.1. As a precondition to entering into this Agreement, the Agent and the individual signing on the Agent’s behalf (the “Signatory”) represent and warrant, jointly and severally, that:
  - 2.1.1. The Signatory is the Agent or, if the Agent is a legal entity, an individual authorized to sign and complete agreements on the Agent’s behalf.
  - 2.1.2. The Signatory has not committed any violations of any state insurance law; and
  - 2.1.3. The Signatory has not been convicted of, pleaded guilty to, or pleaded no contest to any felony offense.
- 2.2. The Signatory acknowledges that the Company reserves the right to declare this Agreement void or may choose to terminate this Agreement, at its sole discretion, if any of the preconditions set forth in Section 2.1 above are incorrect.

## ARTICLE 3 AUTHORITY AND DUTIES OF AGENT

- 3.1. **Independent Contractor.**

The Agent is an independent contractor and not an employee of the Company. The Agent shall be free to exercise his own judgment as to the Persons from whom he shall solicit insurance and the time, place and manner of such solicitations. The Agent shall have the exclusive control of his time, the conduct of his agency and the selection of companies he will represent.
- 3.2. **General Authority, Duties and Obligations of Agent.**
  - 3.2.1. The Agent is authorized on behalf of the Company, during the term of this Agreement to:
    - a. Receive and accept proposals for insurance covering only such classes of risks as the Company may, from time to time by letter of instructions, rating software, underwriting guide or other written instructions, authorize the Agent to write;
    - b. Collect and receive premiums;

- c. Issue binders as authorized by the Company;
- d. Administer all customary, usual and/or necessary services to assist the policyholder and the Company which may include, but are not limited to, processing of endorsements, collection of premium payments and answering general questions concerning a policyholder's account that the Agent has the full knowledge and authority to answer;

Notwithstanding the foregoing, the Agent shall be authorized to take actions set forth above only in such State(s) within the Territory as the Company has appointed the Agent.

- 3.2.2. It is agreed and understood that the Agent is not authorized to backdate the inception of any insurance policy, nor shall the Agent backdate any endorsement to an insurance policy except to the extent expressly or implicitly authorized by the insurance policy to which the endorsement attaches. The Agent is not authorized to bind any new business policy over the telephone, mail, or via fax or other electronic means without the prior written consent of the Company. Subject to the Company's binding rules, the inception date of any policy issued may not be prior to the completion of the appropriate application with all required signatures and the Agent's receipt of the appropriate premium payment.
- 3.2.3. Unless otherwise stipulated in writing by the Company, the Agent agrees to forward to the Company copies of all applications, certificates, endorsements, and binders issued by the Agent, or otherwise notify the Company in writing or via an electronic medium approved in writing by the Company of all liability accepted, not later than 96 hours following the inception date of coverage or the date of acceptance of such coverage, whichever occurs first.
- 3.2.4. It is agreed and understood that the Agent has no authority to permit an agent, broker, solicitor or subagent not duly appointed by the Company to bind the Company on a risk.
- 3.2.5. The Agent shall maintain errors and omissions insurance, with coverage limits of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) in the aggregate and a deductible not to exceed twenty-five thousand dollars (\$25,000), issued by an insurer rated "A" or better by A.M. Best Company. The Agent shall furnish the Company copies of the policies upon request.
- 3.2.6. The Agent shall not charge a prospective insured any policy fee on behalf of the Company unless such fee is prescribed in the Company's rating software, underwriting guide or other written instructions. However, nothing in this Section 3.2.6 shall prohibit the charging of fees on behalf of the Agent for services rendered solely by the Agent to an insured and specifically authorized by State law. The Company will not honor inaccurate quotes derived using a third party software program, including but not limited to comparative rater, unless required by law. Any discrepancy in a quoted premium where the quote is derived using a third party software program will be resolved using the rates and software published and provided by the Company. In addition, unless expressly authorized in writing by the Company, the Agent shall have no authority to issue financial responsibility filings, certificates of insurance, filings with any state or municipal agency, policies, endorsements, renewal notices, or cancellation notices, to adjust claims, to investigate claims, or to settle claims. The Agent may not accept Company business from other agencies, agents, brokers or solicitors unless expressly authorized in writing by the Company. The Agent shall not give the Company's rates, rules and applications to any third party including, but not limited to, other agents, agencies, brokers or solicitors unless expressly authorized in writing by the Company. The Agent shall not assign or grant any of the Agent's rights or obligations under this Agreement to any agent, subagent, broker or solicitor without the express written consent by the Company, which consent shall not be unreasonably withheld.

### **3.3. Company Supplies and Property.**

It is agreed and understood that all Company supplies, underwriting guides, forms, policies, software, promotional materials and any other property furnished to the Agent by the Company shall at all times remain the property of the Company and shall be accounted for and returned by the Agent to the Company or its representative upon demand or automatically upon termination of this Agreement. The Agent shall not give, sell, transfer or assign any Company property or a copy of any Company property to any third party without the prior written consent of the Company. The Agent may broadcast, publish and distribute materials referring to the Company and to the Company's products and services; *provided however*, that the Agent must first secure the Company's written authorization with respect to any such materials that were not prepared by the Company.

### **3.4. Record Retention.**

The Agent shall maintain complete and accurate records on all insurance transactions conducted on behalf of the Company. Such records shall include, without limitation, all signed applications, driver exclusions, endorsements, selections or rejections of optional coverage under any policy or renewal written hereunder, records of all coverages offered and explained, all documents which served as the basis of determining a policyholder or prospective policyholder's qualification as an eligible risk under State or the Company guidelines, all documents and language required by the State in which the policy is issued, all documentation required to support premium discounts, all vehicle reports, all powers of attorney, and all correspondence to or from the insured or the Company which pertains to a specific policy. Records containing such documents may be retained in electronic form, *provided, however*, that such electronic records shall be durable, retrievable, legible and incapable of alteration, and shall be maintained in a format reasonably acceptable to the Company. Such records, whether maintained in paper or electronic form, shall be retained by the Agent for a period of at least five (5) years from the expiration date of the policy (or, if coverage was never bound, from the date on which the policy quote was rejected). Should State Law require records containing such documents to be retained for a period longer than five (5) years, the Agent shall comply with the State requirement. After such period of time, the Agent shall notify the Company in writing at least 120 days before discarding or destroying any original documents. All records of the Agent pertaining to the business of the Company shall be open for review and inspection by a representative of the Company for purposes of determining commissions owed by or due to the Agent, or in connection with any claims investigation, or to ensure compliance with all Company guidelines and applicable Law. Provided that the Agent has not violated any terms of this Agreement, the Company shall conduct the inspection during the Agent's normal business hours. If the Agent has violated any terms of this Agreement then the Company may request, and the Agent shall agree to, an immediate inspection of all records pertaining to Company business written through the Agent.

### **3.5. Company Logo and Signage.**

3.5.1. The Agent acknowledges that the Company is the sole and rightful owner of the "GMAC Insurance" logo illustrated on **Exhibit A** (the "Logo"), which Logo may be used by the Agent, subject to the terms of this Agreement, solely in connection with the sale of the Products. The Company agrees to indemnify, defend and hold the Agent harmless from and against any and all claims, costs, losses, damages, liabilities and expenses suffered or incurred by the Agent relating to claims that the Agent's use of the Logo infringes on the trademark, service mark or other rights of any third party.

3.5.2. Subject to the limitations set forth herein, the Company hereby grants the Agent a limited, non-exclusive, non-transferable right to use the Logo solely in connection with the promotion, marketing and sale of the Products while this Agreement remains in force. Except with regard to signage as set forth below, the Agent's right to use the Logo shall be limited to its display in his office, *provided, however*, that with the Company's prior written approval, the Agent may use the Logo for promotional literature, yellow pages or other similar print media advertisements, and on forms, stationery and other office materials.

- 3.5.3. In addition to the above, the Company may grant to the Agent, and the Agent may accept, authority to display signage containing the Logo (“Signage Display”), by mutually executing an addendum to this Agreement for that purpose (a “Signage Addendum”).
- 3.5.4. The Parties agree to share the cost to manufacture, deliver and install the Signage Display. The proportion of the cost to be paid by the Company for the manufacture, delivery and installation of the Signage Display and the process upon which the Company shall make payment shall be set forth in the Signage Addendum.
- 3.5.5. In the event that the Agent does not maintain the Signage Display within public view while this Agreement and an applicable Signage Addendum remains in force, the Agent hereby authorizes the Company to recover its share of the cost to manufacture, deliver and install the Signage Display by deducting its costs from any and all commissions due the Agent from the Company. In the event that the Agent does not generate sufficient commissions to repay the Company for its costs, the Company reserves the right to invoice the Agent for any amount unpaid and the Agent shall pay such invoice within thirty (30) days upon receipt.
- 3.5.6. Notwithstanding the foregoing, the Agent’s use of the Logo and Signage Display shall immediately cease and the Agent shall take all reasonable and necessary steps to remove the Logo and Signage Display at the Agent’s expense from his office and on any promotional material, or print media, forms, stationery, etc. in the event that (i) this Agreement terminates or expires for any reason, (ii) the Company determines in its sole discretion that the Agent’s use of the Logo and/or the Signage Display is not in the Company’s best interest, or (iii) the Agent fails to comply with the quality or character standards prescribed by the Company from time to time.
- 3.5.7. The Agent agrees to display, at the Company’s request, reasonably conspicuous notices that the Company owns the Logo. The Company shall have the right at all reasonable times to inspect the Agent’s use of the Logo to ensure that such use is proper.
- 3.5.8. The Company reserves the right to alter, amend or discontinue its use of the Logo. If the Company so elects, the Agent shall immediately discontinue using the Logo upon written notice.
- 3.5.9. In the event this Agreement is terminated or expires for any reason, within thirty (30) days thereafter the Agent shall certify to the Company that all use of the Logo and Signage Display has ceased and that all Logo material and Signage Display has been removed from the Agent’s office.
- 3.5.10. The Agent agrees not to engage in any deceptive, misleading, illegal, or unethical practices or advertising in connection with use of the Logo. The Agent agrees to indemnify, defend and hold the Company and its Affiliates harmless from and against any and all claims, costs, losses, damages, liabilities and expenses arising directly or indirectly out of the Agent’s use of the Logo (or any derivatives thereof or any confusingly similar names, marks or designations) in violation of this Agreement.
- 3.5.11. If the Agent attempts to use the Logo after termination of this Agreement or in a manner that is contrary to this Agreement, the Company shall have the right, in addition to other available remedies, to injunctive relief, it being acknowledged that legal remedies are inadequate.

### **3.6. Licensing.**

The Agent shall be responsible for securing and keeping in effect the required license for the Agent (individual and/or corporate) and the Agent’s officers, employees and solicitors and the Agent shall not solicit any lines of insurance unless the Agent has the required license to do so. The Agent agrees that all activities to be performed by the Agent under this Agreement shall be performed by employees of the Agent and in compliance with all applicable Laws. The Company, prior to the Agent submitting business to the Company, shall also appoint each individual employed by the Agent that handles the Company’s business and is required by Law to be so

licensed and appointed. The Agent shall promptly notify the Company of any changes in the status of a licensed insurance producer employed by the Agent and appointed by the Company, including without limitation an individual producer's (1) new hiring by the Agent or (2) separation of employment from the Agent or (3) change in name due to marriage, divorce or otherwise. The Agent shall comply with all of the Company's underwriting guidelines, and shall cooperate in the investigation of all claims arising under policies procured by the Agent. The Agent shall report all losses to the Company promptly after the Agent becomes aware of them, and shall forward any lawsuits or complaints to the Company promptly.

### 3.7. FCRA / GLBA / VCCLEA.

3.7.1. It is agreed upon and understood as a condition precedent to entering into this Agreement that the Company shall have the right to conduct background checks on all officers, employees, agents and servants of the Agent to verify their trustworthiness. In addition, the Company may, at its option, conduct an annual audit of the Agent and all Persons employed by the Agent and appointed by the Company (either directly or through their affiliation with the Agent) as well as all persons appointed by the Company and authorized by the Agent to solicit insurance on behalf of the Agent. The Agent understands in connection with these background checks that (1) the Company may obtain consumer reports (which may include a credit report, credit score or criminal history report) or personal or privileged information from third parties and the Agent grants the Company the authority to do so, (2) in certain circumstances, such information as well as other personal privileged information subsequently collected by the Company may be disclosed to other Company affiliated third parties or to third parties, as required by Law or regulatory authority, without the Agent's permission; (3) upon the Agent's written request, within a reasonable time period, the Company will inform the Agent whether or not a consumer report was requested and the name and address of the Consumer Reporting Agency that furnished the report; (4) the Company may request and utilize subsequent consumer reports on the Agent for the purposes set forth in this Section 3.7.1 without the Agent's prior authorization.

3.7.2. The Agent agrees to comply with all applicable Laws relating to the use of consumer reports (which may include but are not limited to Motor Vehicle Reports, C.L.U.E. Reports, Credit Scores, Credit Reports, etc.) including FCRA.

**FCRA provides that any person who knowingly and willfully obtains information on a consumer from a Consumer Credit Reporting Agency under false pretenses shall be fined under Title 18, or imprisoned not more than two years, or both.**

3.7.3. The Agent agrees to hold in strict confidence all credit card information and any other non-public personal information (as such is defined by applicable Law) concerning a policyholder or potential policyholder, consumer or customer (as defined by applicable Law), insured, applicant or potential applicant received by the Agent on behalf of the Company, to comply with all Laws with regard to the use and protection of such information including, but not limited to, FCRA, GLBA and PCI-DSS and not distribute, disseminate or reveal any such non-public personal information to any other party, other than the Company or its authorized representative, except as permitted or required by Law.

3.7.4. The Agent certifies, to the best of his knowledge, that neither the Agent nor anyone employed by the Agent and appointed by the Company (either directly or by reason of his/her affiliation with the Agent) nor anyone appointed by the Company and authorized by the Agent to solicit insurance on behalf of the Agent has been convicted of a felony or pleaded guilty or nolo contendere (no contest) to a felony involving a crime of dishonesty or breach of trust as defined and governed under VCCLEA. The Agent agrees to notify the Company immediately if the Agent, anyone employed by the Agent and appointed by the Company (either directly or by reason of his/her affiliation with the Agent) or any person appointed by the Company and authorized by the Agent to solicit insurance on

behalf of the Agent, has been convicted of a felony or pleaded guilty or nolo contendere to a felony as noted above.

- 3.7.5. The Agent shall notify the Company immediately in the event of any security breach or unauthorized release or use of, or access to, policyholders' personal information. Such notice shall include the date and time of such event, the scope and extent of personal information involved, and the actions taken by the Agent in response to the event.

#### **ARTICLE 4 DUTIES OF COMPANY**

##### **4.1. General Authority, Duties and Obligations of Company.**

The Company has the authority and reserves the right to:

- 4.1.1. Expand, restrict, or modify, in writing, any part or all of the Agent's authority to represent the Company hereunder.
- 4.1.2. Change the Company's underwriting requirements or guidelines upon written notice to the Agent, specifying the effective date of any such change.
- 4.1.3. Contact, or use or allow any third party to contact, any Person insured by the Company, or who has applied to be insured by the Company, to:
  - a. Provide customer service to the Person;
  - b. Request, receive, or verify any information related to the Person;
  - c. Notify the Person of, and collect premiums due on, any policy or renewal; or
  - d. Change the terms of the policy or renewal.
- 4.1.4. Access and use information regarding policies and renewals, including the expiration information, for the purposes set forth in Section 4.1.3 above, market research, product development, regulatory compliance, determining the Agent's compliance with the provisions of this Agreement, or any other purpose not inconsistent with Section 4.2 below.
- 4.1.5. Notify the Agent of offers and promotions pertaining to this Agreement from time to time, by electronic mail or by facsimile, unless the Agent has expressly advised the Company that he does not wish to receive such notices by electronic mail or by facsimile, as applicable.

##### **4.2. Use of Agent's Records.**

Unless authorized by the Agent, the Company shall not use or permit the use of its records of business placed by the Agent with the Company to solicit individual policyholders for the sale of other lines of insurance, but the Company may provide policyholders information of general interest such as broader perils, available options for deductibles, loss reduction information, or other optional insurance coverage and/or non-insurance products offered by or through the Company or its Affiliates or business partners, unless the Agent has expressly advised the Company in writing that he does not desire for the Company to provide such information to the policyholders.

##### **4.3. Cancellation and Reinstatements.**

Unless otherwise stipulated in writing by the Company, it is agreed that when the Company cancels a policy, or in any other situation where a premium debt remains owing to the Company, the Agent cannot reinstate coverage without prior approval of the Company.

**ARTICLE 5  
INDEMNITY**

- 5.1.** The Company shall indemnify and hold the Agent harmless against any claims, liabilities, losses, damages, judgments, actions or costs of defense which the Agent may become obligated to pay as a result of loss to policyholders or potential policyholders, caused by an error of the Company or caused by the Agent following Company instructions or procedures, or any action of the Company which is in violation of any Law, except to the extent that the Agent is determined to have substantially caused, contributed to, or compounded such violation or error, or the Agent has failed to fully comply with applicable Law or Company instructions or procedures. The Company shall also reimburse the Agent for any legal or other expenses reasonably incurred by the Agent in connection with investigating any such liabilities.
- 5.2.** The Agent shall indemnify and hold harmless the Company against any claims, liabilities, losses, damages, judgments, actions or costs of defense which the Company may become obligated to pay as a result of any violation of this Agreement, any violation of the Company's underwriting guidelines by the Agent, any act of the Agent outside the scope of authority granted to the Agent by the Company under this Agreement or any action of the Agent which is in violation of any Law, except to the extent that the Company is determined to have substantially caused, contributed to, or compounded the violation, act or error. The Agent shall also reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such liabilities.
- 5.3.** The obligation of either Party (in each case, the "Indemnitor") to indemnify the other (the "Indemnitee") pursuant to Section 5.1 or 5.2 above, as applicable, shall be conditioned upon prompt notification by the Indemnitee to the Indemnitor of any claim and/or legal action brought against the Indemnitee that is subject to indemnification as set forth above. The Indemnitor shall have the right to participate in the investigation or defense of any such claim or action but shall not assume full defense of any action filed without the consent of the Indemnitee, which consent shall not be unreasonably withheld where the sole relief sought by the claimant is monetary damages and all related claims against the Indemnitee are dismissed with prejudice. If the Indemnitor assumes full defense of any action filed, the Indemnitor shall not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with such action. If the Indemnitee fails to promptly notify the Indemnitor of any action or fails to cooperate fully with the Indemnitor in the defense of such action, the Indemnitor shall be relieved of its indemnification obligations hereunder.

**ARTICLE 6  
COMMISSIONS**

- 6.1.** The Company agrees to pay Commissions to the Agent in accordance with the rates, conditions and procedures as promulgated by the Company. The Company agrees to pay such Commissions to the Agent within thirty (30) days after the end of the month in which the Company records the premium.
- 6.2.** The Agent agrees that any undistributed Commissions in the hands of the Company at any time may be applied to, and constitute an offset against, any monies due the Company or its Affiliates from the Agent.
- 6.3.** The Agent agrees to refund any advance Commissions to the Company on policy cancellations, renewals not taken, premium reductions, and premiums earned by the Company but uncollected at the end of the policy term. The refund shall be paid at the rate at which Commissions were originally paid to the Agent and paid within twenty (20) days of notice from the Company.
- 6.4.** If the Agent's license lapses, is revoked or suspended, or otherwise ceases to be in effect, the Company shall suspend payment of all Commissions until the Agent's license has been reinstated, *provided, however*, that unless such reinstatement is made retroactive, no Commissions shall be payable with respect to any new or renewal policies sold while that license was not in force.



- 6.5. The Agent agrees to comply with all legal and regulatory requirements regarding disclosure to the Agent's customers of any and all compensation the Agent may earn under this Agreement, as well as any further directives regarding disclosure that the Company may provide the Agent during the term of this Agreement.

**ARTICLE 7  
DIRECT BILLED OR PREMIUM FINANCED POLICIES**

- 7.1. With respect to all direct billed or premium finance business, the Agent agrees to collect and remit to the Company the initial premium (either down payment or full payment as required by the Company on a direct billed policy or down payment or full payment as required by the Company on a premium financed policy) within the time period set forth from time to time by the Company together with each completed application.
- 7.2. The Company shall bill all renewal or adjustment premiums direct to the insured or to a designated lending institution or servicing agency holding such premiums in escrow or reserve, and such premiums shall be payable in gross to the Company.
- 7.3. Should any renewal, additional or endorsement premiums on business written pursuant to this Agreement come into the Agent's possession, the Agent shall remit such premium in gross to the Company within the time period set forth from time to time by the Company. Further, the Agent agrees to hold all premiums collected by him as a fiduciary in trust for the Company until payment has been duly made to the Company.
- 7.4. All checks, drafts orders or other payments made or to be made by the Agent to the Company pursuant to this Agreement shall be subject to a non-sufficient funds ("NSF") fee in such amount as the Company has identified to the Agent from time to time, *provided, however*, that if the Company has provided no such notice under this Section 7.4, the amount of the NSF fee shall be twenty-five dollars (\$25) and *provided further*, that if State Law prohibits NSF fees in this amount or the amount identified in a separate writing by the Company, as applicable, the NSF fee shall be payable in the maximum amount permitted by State Law. The Agent acknowledges and agrees that any NSF fee triggered by an electronic funds transfer ("EFT") may itself be collected by EFT, and that any use of EFT by the Agent in connection with this Agreement shall constitute an authorization of such charge for purposes of 12 CFR 205.3(b)(3) and all other applicable Law.

**ARTICLE 8  
OWNERSHIP OF EXPIRATIONS**

- 8.1. While this Agreement is in effect, or in the event of termination or expiration of this Agreement, provided the Agent has promptly accounted for and paid and continues to pay over all monies for which he may be or may become liable to the Company, the Agent's records, use and control of expirations shall remain the exclusive property of the Agent and be left in his undisputed possession; otherwise, the records, use and control of expirations shall be vested in the Company. The amount owed to the Company shall constitute a lien against the value of the expirations. If in disposing of such records and expirations the Company does not realize sufficient funds to discharge in full the Agent's indebtedness to the Company, the Agent shall remain liable for the entire balance of such indebtedness. Any payment received by the Company for these expirations in excess of such indebtedness, less any expense of disposing of such records and expirations, shall be returned to the Agent.
- 8.2. It is further agreed that should there be a difference of opinion as to the extent of the Agent's liability to the Company, such difference of opinion shall not prevent application of the ownership of expirations clause to be in favor of the Agent, provided that the Agent promptly pays the undisputed portion of such liability to the Company and furnishes collateral security acceptable to the Company in the amount of the disputed portion, to be held by the Company until the difference is resolved.

- 8.3. Forfeiture of Expirations.** All use and control of the expirations shall be surrendered by the Agent and vested in the Company upon any of the following events or occurrences:
- 8.3.1. The Agent abandons his business;
  - 8.3.2. The Agent's license to produce insurance in the Territory is revoked. For purposes of this Section 8.3.2, a license shall be deemed to have been "revoked" if the issuing authority has suspended the license, or if such license has been allowed to expire, and such license has not been reinstated within thirty (30) days following such suspension or expiration, as applicable.
  - 8.3.3. The Company terminates this Agreement because of the Agent's fraud or gross or intentional misconduct.

## **ARTICLE 9 TERM AND TERMINATION**

- 9.1.** This Agreement shall terminate:
- 9.1.1. By mutual agreement.
  - 9.1.2. Upon any public authority suspending, revoking, canceling or declining to renew the Agent's license or certificate of authority.
  - 9.1.3. Upon either Party giving written notice to the other. Notwithstanding the foregoing, if State Law prohibits the Parties from mutually agreeing to make the Agreement terminable by either Party immediately upon notice to the other, then termination pursuant to this Section 9.1.3 shall be effective on the first date following such notice as is permitted by Law.
  - 9.1.4. Subject to requirements imposed by Law, if this Agreement is terminated as provided in Section 9.1.3:
    - a. All provisions of this Agreement shall remain in force and effect, except the authority granted to the Agent under Section 3.2.1, Paragraphs (a) and (c), until all insurance policies in force at the time of termination have expired or been terminated and all premiums thereon have been collected.
    - b. The Agent is authorized to issue and countersign appropriate endorsements on policies in force, except that such endorsements shall not extend the term of any insurance policy or contract without the Company's prior approval.
    - c. The Company shall continue to provide to the policyholders all normal and appropriate services on all in force insurance policies or contracts without interruption.
- 9.2.** If the Agent is delinquent in either accounting or payment of monies due to the Company, the Company may, by written notice to the Agent, immediately terminate, suspend, or modify any of the provisions of this Agreement.
- 9.3.** The Agent agrees to give thirty (30) days advance written notice to the Company of any sale or transfer of the Agent's business, or any part thereof, or of its consolidation or merger with a successor firm. The Company may at its option, terminate this Agreement, assign this Agreement to the successor or enter into a new agreement with the successor.

**ARTICLE 10  
CHOICE OF LAW; WAIVER OF JURY TRIAL**

The validity, construction, interpretation or performance of this Agreement shall be governed by the laws of the state of North Carolina. To the extent permitted by law, the parties waive their respective rights to a jury trial in any civil matter relating to this Agreement.

**ARTICLE 11  
NOTICE**

All notices required or permitted under this Agreement shall be in writing and deemed given when deposited with the United States Postal Service and sent by Certified Mail, Return Receipt Requested, or when deposited with any nationally recognized overnight carrier, or upon receipt if hand delivered, as follows:

If to the Company:           500 W. Fifth Street  
  Winston-Salem, NC 27101-2728  
  Attn: General Counsel

If to the Agent, at the address set forth in the preamble

or to such other address or addresses as have been communicated by the other Party pursuant to this Article 11 from time to time.

**ARTICLE 12  
GENERAL PROVISIONS**

- 12.1. Prior Agreements.** This Agreement supersedes and replaces as of the Effective Date all prior or contemporaneous agreements, whether oral or written, between the Company and the Agent.
- 12.2. Amendments.** The Company may change, supplement, amend or revise the terms and/or the provisions of this Agreement by giving the Agent at least 15 days prior written notice.
- 12.3. Conformity to Law.** This Agreement shall, without prior notice, be automatically modified to conform to any Law having application to or jurisdiction over the subject matter of this Agreement or the Parties.
- 12.4. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- 12.5. Survival of Terms.** The following provisions of this Agreement shall survive termination or expiration of this Agreement: Article 1, Article 5, Article 7, Article 8, Article 11 and Article 12.
- 12.6. Gender and Number.** As used in this Agreement, except where the context requires otherwise, each gender shall include the other, the singular shall include the plural, and the plural shall include the singular.
- 12.7. No Waiver.** Failure of the Company for any reason to insist upon compliance by the Agent with the provisions of this Agreement or the rules and regulations of the Company shall not be construed as or constitute a waiver thereof.
- 12.8. Captions and Headings.** All captions and headings in this Agreement are for the convenience of the reader only, and do not affect the substance of the sections and articles to which they refer.
- 12.9. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**12.10. This Agreement form may not be amended by Agent. Any changes to the Agreement form requested by Agent and agreed upon by the Company shall be set forth in a separate addendum which will serve as an amendment and will only become part of this Agreement upon execution of the addendum by both parties.**

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**COMPANY**



By: Byron Storms

Title: President

**AGENT**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
LOGO**

