

# Book Sale Acquisition Checklist

Please verify that you complete and include the following required list of documents:

- FNU Merger Acquisition Form (enclosed)
- Agency Verification Form (enclosed)  
*\*Please review and update all agency contact information accordingly in addition to confirming the authorized 2-20 Agents for the Agency.*
- IA Producer Appointment Agreement (enclosed)  
*\*For agency acquisitions and/or change in entity/ownership, complete and return all pages of the enclosed appointment agreement.*
- ACH Authorization (enclosed)  
*\*For the updating of commission direct deposit accounts.*
- W9 (enclosed)  
*\*Please properly complete all required fields and sections of the W9. Failure to do so will effect agency commission payments and Tax filing documentation from being updated accordingly.*
- Bank Letter or Void Check (please provide)  
*\*Required in order to properly update agency commission account information.*
- Buy/Sell Acquisition Agreement (please provide)  
*\*Required in order to approve processing of the requested book transfer/agency acquisition.*
- E&O Declarations Page (please provide)
- Submit docs to [agencyresources@hpmanaging.com](mailto:agencyresources@hpmanaging.com)

Please note that all of the above required documentation must be completed and provided to the Marketing Department in its entirety along with this checklist to ensure proper and timely processing of your book sale acquisition request. Failure to provide any of the above will delay in the processing and handling of your request. Please contact Agency Resources at [agencyresources@hpmanaging.com](mailto:agencyresources@hpmanaging.com) for any and all questions.

## Confirm Sale/Acquisition Information

**Effective Date of the acquisition or transfer:**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
M	M	D	D	Y	Y	Y	Y

**Is the buyer a Monarch appointed agent?**

Yes  No

**Buyer Producer Code:**

**Seller Producer Code:**

Please contact NFS (National Flood Services) directly for the processing of your FedNat Flood book sale or acquisition. Please allow 10-15 business days after submission for the completion of your request.

# Notice of Acquisition/Merger

This form is being used as an informal document to provide information regarding an acquisition/ merger of a FedNat Insurance Company book of business. The below indicated will be used as a guide in processing the same, in connection with this transaction each of the following applies as follows:

## Effective Date of the acquisition or transfer:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
M	M	D	D	Y	Y	Y	Y

Please select from the below list what transaction has taken place:

- Full Book of Business Transfer
- Partial Book of Business Transfer (List must be attached)
- Purchase of Agency/Location
- Other; Please specify

## Is the buyer also a Monarch appointed agent?

- Yes  No

Buyer Producer Code:

Seller Producer Code:

The "Subject Policies" to be transferred to Buyer are identified as [only **ONE** of the following should be checked]

- All Monarch existing Homeowners', Commercial, and Umbrella policies should be transferred from Seller as identified above to Buyer as confirmed herewith.
- Only the provided list of policies included here; [ Please attach your list to this form]

The following shall be liable for any and all return commissions/premium due with respect to the Subject Policies in force before the Effective Date; (Select responsible party)

- Buyer  Seller

The following shall be liable to Monarch National Insurance Company for any and all return commissions/ premium due with respect to the Subject Policies in force on or after the Effective Date; (Select responsible party)

- Buyer  Seller

**Please note:** Policies from "purchased and/or merger" code for Commercial Lines, will roll to buyers code as they renew.

Seller hereby represents that Seller has all necessary right and authority to enter into this Agreement and to sell the Subject Policies to Buyer

\*For non-cash Book of Business transfers, the terms "Buyer" and "Seller" are read to mean "Transferee" and "Transferor" respectively.



PO Box 13239  
Tallahassee, Florida 32317

**Seller or "Transferor"**

**Buyer or "Transferee"**

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Agency Name:

Agency Name:

Date:          
M M D D Y Y Y Y

Date:          
M M D D Y Y Y Y

**Please submit to [agencyresources@HPManaging.com](mailto:agencyresources@HPManaging.com) or fax to 954-308-1397**



PO Box 13239  
Tallahassee, Florida 32317

Please provide the following agency information:

Agency Name:  Producer Code:

DBA (If Different):

Agency Address:

City:  Zip:  County:

Email Address:

Telephone:  Fax:

Federal Tax ID:  (or) Sole Proprietor SS #:

### Agent of Record

Please check if new to this agency:

First:  Last:

Date of Birth:   SS #:   
M M D D Y Y Y Y

Agent State License:   220  440

Email Address:

### Agent

Please check if new to this agency:

First:  Last:

Date of Birth:   SS #:   
M M D D Y Y Y Y

Agent State License:   220  440

Email Address:

## Agent

Please check if new to this agency: First:  Last: Date of Birth:   SS #:   
M M D D Y Y Y YAgent State License:   220  440Email Address: 

## Delete Agent

Please check if new to this agency: First:  Last: Date of Birth:   SS #:   
M M D D Y Y Y YAgent State License:   220  440Email Address:

# Authorization & Appointment Agreement

Monarch National Insurance Company and/or Maison Insurance Company and/or other insurance carriers ("CARRIERS") is authorized to solicit the coverages set forth on Schedule A attached hereto and incorporated herein by reference (such coverages are hereinafter individually and collectively referred to as "CARRIERS Business") and, if applicable, to make the appointments as set forth in this Agreement (the "Agreement"). Pursuant to this Agreement, MNIC authorizes and, where applicable, appoints the Agency or Agent whose name and business address is set forth herein to represent CARRIERS for only those lines of CARRIERS Business specified in Schedule A. The authorized and, where applicable, appointed agency ("the Agency") or agent (the "Agent") set forth herein agrees to be bound by the following:

## Terms & Provisions

### SECTION I — AUTHORIZATION AND APPOINTMENT REQUIREMENTS

To obtain authorization or an appointment, if applicable, to write any of the lines of CARRIERS Business, an Agency or Agent must:

1. Have and continuously maintain all licenses in the state(s) in which it does business as required by applicable state law and to otherwise be in good standing with the Department of Insurance (or similar regulatory body governing insurance agents and producers) of such state(s); and
2. Not have been either suspended or terminated for cause by MNIC or CARRIERS; and
3. With respect to all employees, representatives or agents of the Agency or Agent required to be licensed pursuant to applicable state law, be duly licensed in the state(s) in which they conduct business and otherwise comply with all laws and regulations of such state(s) during the Term (as defined below); and
4. Abide by all of the terms and provisions of this Agreement. MNIC reserves the right, in its sole discretion, to decline to authorize and/or appoint any Agency or Agent who fails to comply with and satisfy the licensure and/or appointment criteria, as applicable, established by MNIC or CARRIERS at the inception of, and at all times during, the Term or any Renewal Term.

### SECTION II — TERM AND RENEWALS

This Agreement shall be effective as of the date signed by MNIC below (the "Effective Date") and shall remain in full force and effect until terminated pursuant to Section VI herein (the "Term").

### SECTION III — NON-EXCLUSIVE TERRITORIAL LIMIT

The non-exclusive territorial limit to which this Agreement shall apply, and in which the non-exclusive authority of the Agency or Agent shall exist, is limited to the jurisdiction(s) designated by MNIC as set forth on Schedule A. The territorial limit may be changed at any time in MNIC's sole discretion without providing the Agency or Agent advance written notice of such change. It is understood that MNIC may contract with other agencies and agents in all states and territories in which it intends to conduct business. This Agreement shall not be construed to convey to Agency or Agent an exclusive right to represent MNIC or any of the CARRIERS in any state, jurisdiction or territory.

### SECTION IV – DUTIES OF AUTHORIZED AND/OR APPOINTED AGENCY OR AGENT

- A. GOVERNING RULES AND LAW.** The Agency or Agent agrees to know and abide by the terms and provisions of this Agreement, the applicable statutory provisions, rules and regulations relative to the Agency, Agent, MNIC and CARRIERS (collectively the "Statutes") in each state in which the Agency or Agent transacts business pursuant to this Agreement."

In addition, the Agency or Agent agrees to conduct all business operations on behalf of MNIC in compliance with the CARRIERS Underwriting Manuals ("Underwriting Manuals"), any producer policies and procedures manuals established by MNIC (collectively, "Procedures Manuals"), all Agent Bulletins ("Bulletins"), and other instructions provided to the Agency or Agent by MNIC or CARRIERS (all documents set forth or referenced in this Section IV A. are sometimes collectively referred to as the "Documents"), which Documents may be unilaterally supplemented or amended from time-to-time by CARRIERS or MNIC in their sole discretion. It shall be the obligation and responsibility of the principal agent of the Agency or Agent to supervise the actions of its agents and employees in order to ensure that all agents and employees know, abide by, and comply with this Agreement, the Documents and the Statutes as they currently exist or as they may be subsequently amended or modified.

- B. BINDING AUTHORITY.** Agency or Agent shall have no authority to bind CARRIERS or MNIC in any respect, unless specifically authorized in writing by CARRIERS or MNIC. Any binding authority of the Agency or Agent is subject to, and limited by, the authority and procedures for CARRIERS Business set forth in the applicable Underwriting Manuals or any of the Documents as such Documents currently exist or as they may be subsequently amended or modified and the applicable Statutes of the state(s) wherein the Agent or Agency transacts the CARRIERS Business. Any binding authority that may be granted to the agents of the Agency, or the Agent, ceases at such times as the agent is no longer employed by the Agency or Agent or such agent is not otherwise in full compliance with any provision of this Agreement. All binding authority for CARRIERS Business ceases immediately upon termination of this Agreement or suspension of any authorization and/or appointment hereto. Binding authority of the Agency or Agent for any CARRIERS Business ceases immediately upon the Agent's or Agency's suspension or termination pursuant to this Agreement. MNIC and the Agency or Agent shall comply with the laws of the state(s) wherein the Agency or Agent transacts the CARRIERS Business in regard to the licensure, appointment and/or registration of individual agents employed by the Agency or Agent which agents will have binding authority only pursuant to this Agreement and those limitations set forth in any of the Documents.
- C. PREMIUM SUBMISSION.** All premiums and monies received by the Agency or Agent for CARRIERS Business shall be paid to CARRIERS and be received by MNIC or its designee no later than 15 (fifteen) days from the binding date of the policy and shall be remitted to MNIC or its designee in accordance with the provisions and procedures set forth in the Documents. The Agency or Agent may not charge or collect any fee, surcharge or other amount, including fees for inspections or photographs, from an applicant or insured in excess of the authorized CARRIERS premium, surcharge, assessment, or fees, if any. Bank charges for returned checks and applicable credit card fees, if used to collect premiums, are recoverable from the applicant or insured by the Agency or Agent only to the extent authorized under the laws and regulations of the state in which the business is written; however, any such bank charges or credit card fees shall not be included as part of the CARRIERS premium.
- D. APPLICATIONS.** The Agency or Agent, in accordance with the procedures established by MNIC and the Documents, shall be responsible for ensuring that all submitted applications for insurance coverage are complete and accurate and in compliance with all application requirements for that coverage. All applicants shall be furnished a copy of any completed application at the time of the application. All applications are to be submitted via CARRIERS' on-line application processing system. Transmittal of new business via paper applications requires prior written approval from MNIC. Applications will be considered bound only at that time the applicant and Agency or Agent have agreed to binding and both parties have attested to the completeness and accuracy of the information provided on the application by their respective signatures and applicable premium is received by MNIC. The Agency or Agent shall be responsible for ensuring that applicants are provided with all notices and disclosures as required by applicable law and obtaining all required consents and shall further ensure that the applicant's signature is obtained on all applications. Applications may be submitted to MNIC with electronic signatures through platforms approved by MNIC and in accordance with the Documents, provided that the applicant has agreed to conduct business via electronic means. The Agency or Agent shall maintain a copy of all signed applications in its records available for MNIC's inspection. Backdating of applications is strictly prohibited and is grounds for immediate termination of this Agreement by MNIC.

The Agency or Agent agrees to hold harmless MNIC, the CARRIERS and their respective parents, affiliates, subsidiaries, officers, directors, shareholders, employees, agents, representatives, successors and assigns for any allegations of, or actual damages caused by, the Agency or Agent's unauthorized or inappropriate use or discarding of consumer information by the Agency or Agent, its staff members or any other party acting on the behalf of the Agency or Agent.

**E. BOOKS AND RECORDS.**

1. The Agency or Agent, for a period of five (5) years from the date of any document's creation, and for a period of five (5) years after any policy expires, terminates or is not renewed, or such greater time period as may be as required by any applicable federal or state law or regulation, shall maintain legible and accurate copies of all applications and related documents including, but not being limited to, binder logs, policy logs, correspondence, reports, photos, claims information, books, premium payment records, accounts and records and any other documentation, electronic, film or otherwise ("CARRIERS Records") used, prepared or obtained by the Agency or Agent, its agents and employees in conducting CARRIERS Business. The requirements set forth in this section remain in effect for the period of time established regardless of termination of this Agreement by either party.
2. Records for CARRIERS Business for the current year and the prior policy year shall at all times be maintained at the Agent's or Agency's primary business location. Thereafter, CARRIERS Records may be stored outside of the Agent's or Agency's primary business location so long as MNIC approves, in writing, the relocation of such records. Agent or Agency may maintain CARRIERS records in electronic format provided such CARRIERS records are available for review by MNIC, CARRIERS, or any regulatory agency upon request.
3. The Agency or Agent, at its sole expense, shall immediately comply with any request or requirement to produce, reproduce, copy, deliver or otherwise make available any or all of CARRIERS Business records to CARRIERS, MNIC or their designee.
4. The Agency or Agent is required to implement and maintain adequate procedures to safeguard the security of, and access to, CARRIERS Business records or MNIC data regardless of the form in which the data is stored. All such procedures shall comply with applicable state laws pertaining to cybersecurity.
5. The Agency or Agent shall implement and maintain adequate procedures to safeguard the confidentiality of personal financial information relevant to CARRIERS or MNIC applicants and policyholders as required by the Gramm-Leach-Bliley Financial Modernization Act ("GLB", 15 U.S.C. §6801 et seq.) and all applicable Federal and State laws including, but not limited to, those set forth in the Statutes.
6. All policy forms, materials and other supplies furnished to Agency or Agent by FNU shall be returned to FNU or accounted for by Agency or Agent upon demand.

**F. ERRORS AND OMISSIONS COVERAGE.**

1. As of the Effective Date, the Agency or Agent shall have an Errors and Omissions policy in full force and effect providing coverage for the Agency or Agent and all of its agents and employees in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate and shall continue to maintain Errors and Omissions coverage with at least the same minimum limits, and rating as set forth in Section F(2) below, during the Term and any Renewal Term covering the Agency or Agent and all of its authorized and, where applicable, appointed agents and employees.



2. The Agent's or Agency's Errors and Omissions coverage shall be issued by an insurer with at least an A.M. Best 'A-' rating authorized to do business in the state in which the Agency or Agent is licensed and produce policies or by a surplus lines insurer with at least an A.M. Best 'A-' rating and is eligible to transact business in the state in which the Agency or Agent is licensed.
3. Proof of the Errors and Omissions coverage required by this Agreement shall be provided to MNIC on the Effective Date and thereafter upon such policy's renewal, and within five (5) days of any request by MNIC.
4. This Agreement may be immediately terminated by MNIC in the event that the Agency or Agent fails to provide written proof of Errors and Omissions Coverage or otherwise fails to maintain such coverage as required by this Agreement.

**G. INDEMNIFICATION.** Without, in any manner, limiting or diminishing MNIC's or CARRIERS' right to make a claim pursuant to Section IV. F of this Agreement, the Agency or Agent does and shall indemnify and hold harmless CARRIERS and MNIC, their parent, subsidiary and affiliate companies, and their respective directors, shareholders, officers, agents, representatives, employees, designees, committees and committee members (collectively, the "MNIC Indemnified Parties") from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses, including legal or other expenses (including, but not limited to reasonable attorney's fees and costs incurred and all pretrial, trial, post-trial, post-judgment, appellate and bankruptcy levels), reasonably incurred or paid by any of the MNIC Indemnified Parties on account of any negligent or wrongful act, error or omission of the Agent or Agency, its agents, employees or representatives in the rendering of services pursuant to this Agreement or any breach or default hereof (including but not being limited to, failure to remit premiums or other fees or sums due MNIC or failure to comply with the provisions of the Federal Fair Credit Reporting Act, Gramm-Leach-Bliley Act, or similar State laws) except to the extent that an MNIC Indemnified Party caused or contributed to such liability or damage. MNIC shall indemnify and hold harmless the Agent or Agency, their parent, subsidiary and affiliate companies, and their respective directors, shareholders, officers, agents, representatives, employees, designees, committees and committee members (collectively, the "Agency Indemnified Parties") from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses, including legal or other expenses (including, but not limited to reasonable attorney's fees and costs incurred and all pretrial, trial, post-trial, post-judgment, appellate and bankruptcy levels), reasonably incurred or paid by any of the Agency Indemnified Parties on account of any negligent or wrongful act, error or omission of MNIC, its agents, employees or representatives in the rendering of services pursuant to this Agreement or any breach or default hereof except to the extent that an Agency Indemnified Party caused or contributed to such liability or damage.

**H. CONTINUING AUTHORIZATION.** If the Agency or Agent does not have a licensed agent authorized to represent MNIC for those lines of business authorized by this Agreement, MNIC may transfer, at its sole discretion, the CARRIERS Business to another agent or agency.

**I. MAINTAINING AGENCY INFORMATION.** The Agency or Agent shall notify MNIC within ten (10) business days of any change in the ownership or management of the Agency's or Agent's business operations. Changes in management or business operations include, but are not limited to, any Change of Control (as defined below), or changes in physical address, mailing address, e-mail address, phone number(s), and fax number(s), name changes, or changes in the Tax Identification Number and ownership of the Agency or Agent, or the acquisition, opening or closing of any branch offices. Each of the following occurrences shall be deemed a "Change of Control", whether in a single transaction or a series of transactions:

- i. The sale, transfer or pledge of fifty (50%) percent or more of the voting securities of the Agency;
  - ii. The sale, transfer or pledge of a substantial portion of the material assets of the Agency, or any merger or consolidation of the Agency with another entity or entities;
  - iii. A change in any director, principal officer of the Agency or of the principal agent; or
  - iv. The sale, transfer or pledge of all or a portion of the Agency's the Agent's book of business. Upon receipt of a notice of a Change of Control MNIC, in its sole discretion, may: (i) cease to accept any new applications for insurance from the Agency or Agent; (ii) elect to enter into a new agreement with the Agency's or Agent's successor in interest which, in MNIC's sole discretion may be a full or limited appointment agreement; or (iii) terminate this Agreement. Nothing in this Section VI I shall be construed as creating an obligation for MNIC to enter into any form of agreement with the Agency's or Agent's successor in interest.
- J. COUNTERSIGNATURE.** A Power of Attorney is herein created pursuant to this Section. The Agency or Agent acknowledges, authorizes and grants said Power of Attorney to MNIC and, by doing so, expressly authorizes MNIC in its sole discretion to countersign, electronically or otherwise, on behalf of the Agency or Agent, as necessary, all CARRIERS policies, endorsements and renewals, and any other endorsements required as a result of changes in the Statute, Insurance Code, Insurance Regulations, or the Documents.
- K. INDEPENDENT CONTRACTOR RELATIONSHIP.** The Agent or Agency acknowledges that, pursuant to this Agreement, an independent service contractor relationship between MNIC and the Agent or Agency is established. Nothing contained herein shall be construed as giving rise to an employee/employer, partnership or joint venture relationship between the Agent or Agency or its agents and MNIC or any of the CARRIERS. The Agency or Agent shall have exclusive control and responsibility to hire, supervise, insure, and pay its agents, employees and representatives. MNIC does not and will not provide worker's compensation insurance or any other form of benefits or coverage for the Agency or Agent, or its agents, employees, or representatives.
- L. APPOINTMENT FEES.** If an Agent or Agency appointment from CARRIERS is required by law or regulation, the Agent or Agency shall pay for all applicable appointment fees and taxes in regard to such appointment, in any applicable state, upon acceptance of appointment by MNIC. Failure to pay any such appointment fees and taxes is grounds for MNIC to terminate this Agreement. Notwithstanding the foregoing, MNIC will pay any appointment fees and taxes required for the principal agent of the Agency or Agent during the first 12-months following the Effective Date. All applicable appointment fees and taxes required after this 12-month period shall be the sole responsibility of the Agency or Agent.
- M. TECHNICAL CAPACITY.** The Agent or Agency is required to implement and utilize, at the Agent's or Agency's sole expense, all technology and equipment as required by MNIC including, but not being limited to, a working e- mail address and internet access. The failure of an Agent or Agency to have, implement or maintain the technical and technological capacity required by MNIC, or to require its agents, employees and representatives to utilize such technical and technological capacity, shall be grounds for MNIC to terminate or suspend this Agreement.
- N. BROKERAGE OF MNIC BUSINESS.** The Agent or Agency shall not submit applications to MNIC pursuant to a formal or informal brokering arrangement with any person who is not a licensed agent authorized and/or appointed by MNIC. The prohibition against brokerage of CARRIERS applications applies to the Agent or agents in the Agency as well as to unauthorized and/or unappointed agents in other agencies.

- O. RESPONSIBILITY OF AGENCY OR AGENT.** *The Agency or Agent shall be liable for ensuring that all agents and other personnel employed by the Agency or Agent are aware of, and fully comply with, the terms and provisions of this Agreement, the Statutes and the Documents in all aspects relevant to the conducting of CARRIERS Business by the Agent or Agency and its agents and the fulfilling of all responsibilities of the Agent or Agency as set forth in this Agreement. Agency or Agent shall ensure that any unlicensed personnel in the Agency or Agent's employ refrain from undertaking any activities requiring licensure. The Agency or Agent shall be responsible for all actions, errors and omissions of its agents, employees and representatives.*
- P. AGENT'S OR AGENCY'S ACCESS TO MNIC.** *The Agent's or Agency's access to MNIC will be limited to the systems and methods agreed upon by MNIC.*
- Q. REQUIRED NOTIFICATION.** *Agent or Agency shall advise MNIC promptly, in writing if the Agent or any officer, director, manager, principal, owner or employee of Agency, or any of the Agent's or Agency's agents, sub-producers, employees or representatives are convicted of a felony, or other offense set forth in the federal Violent Crime and Law Enforcement Act of 1994, or are otherwise not in compliance with any provision of this Agreement including, specifically, the maintenance of all licenses in good standing with all applicable regulatory authorities. This is an ongoing obligation.*
- R. EXPENSES.** *The Agent or Agency shall be responsible for all expenses, fees, taxes or any other charges whatsoever incurred by Agent or Agency or on their behalf with reference to the services of the Agent or Agency pursuant to this Agreement, unless otherwise agreed to in writing by MNIC.*
- S. DATA SECURITY.**
- The Agency or Agent agrees to be responsible for, and to take appropriate measures so as to protect against, the misuse and/or unauthorized access of MNIC's and the CARRIERS' data, books, records, data or other information related to the services, by the Agency or Agent and their Authorized Employees, including unauthorized access through or to the Agency or Agent's password for CARRIERS' policy administration system. Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to the Personal Information of MNIC's and or CARRIERS' current, former or potential applicants and insureds.*

*"Authorized Employees" means the Agency's or Agent's employees who have a need to know or otherwise access Personal Information to enable the Agency or Agent to perform its duties and obligations under this Agreement. For purposes of this Agreement, Authorized Employees includes the Agency's or Agent's agents, sub-producers, employees and representatives.*

*"Personal Information" means personally identifiable information that consists of individually identifiable information from or about an individual consumer including, but not limited to: (a) first and last name or first initial and last name; (b) a home or other physical address, which includes at least a street name and name of city or town; (c) an email address; (d) a telephone number; (e) a social security number or other government-issued identification number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) driver's license number; (i) passwords or PINs, account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers; or (j) any other information from or about an individual consumer that is combined with (a) through (i) above.*

“Security Breach” means (i) any act or omission that compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Producer that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of the Agency or Agent or a breach or alleged breach of this Agreement relating to such privacy practices.

2. The Agency or Agent agrees that in the event that any misuse and/or unauthorized access of Personal Information and/or CARRIERS’ policy administration system is suspected or discovered by MNIC, the CARRIERS, or the Agency or Agent, the Agency or Agent shall notify MNIC promptly upon becoming aware of such suspected or discovered misuse and/or unauthorized access, commence an investigation immediately and provide subsequent notification to MNIC that the suspected or discovered misuse or unauthorized access has been confirmed and cured, or confirm that there was no misuse or unauthorized access.

Personal Information is deemed to be the Confidential Information of MNIC and the CARRIERS and is not Confidential Information of the Agency or Agent. In the event of a conflict or inconsistency between terms and conditions of this Section V(S) and the confidentiality provisions contained in Section VII(K) below, the terms and conditions of this Section V(S) shall control. In recognition of the foregoing, the Agency or Agent shall treat all Personal information as Confidential Information and only use or disclose such information as permitted under the provisions of this Agreement.

3. The Agency or Agent represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state privacy, cybersecurity and data protection laws, as well as all other applicable regulations and directives. The Agency or Agent shall have implemented and documented appropriate operational, technical and organizational measures to protect Personal Information received from MNIC and/or the CARRIERS against accidental or unlawful destruction, alteration, unauthorized disclosure or access. If the Agency or Agent’s performance of its duties and obligations pursuant to this Agreement involves the transmission of Personal Information over a network, the Agency or Agent shall implement appropriate supplementary measures to protect the Personal Information against the specific risks presented by such transmission. Personal Information received from MNIC and/or the CARRIERS may not be stored on any portable computer devices or media (including, without limitation, laptop computers, removable hard disks or flash drives, personal digital assistants (PDAs), tablets or computer tape, unless the Personal Information is encrypted or unless there are reasonable physical security controls in place to ensure that the security of such Personal Information cannot be compromised.

The Agency or Agent shall at all times cause all Authorized Employees to abide strictly by the Agency’s or Agent’s obligations under this Agreement. The Agency or Agent further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any Authorized Employees, or the Agency’s or Agent’s officers, partners, principals, employees, agents or contractors.

4. The Agency or Agent shall notify MNIC of a Security Breach as soon as practicable, but no later than twelve (12) hours after the Agency or Agent becomes aware of it. The Agency or Agent shall notify MNIC of any Security Breaches by telephone at the following number: 954-308-8499 and by e-mailing MNIC with a read receipt at [dataprivacy@fednat.com](mailto:dataprivacy@fednat.com)

Immediately following the Agency or Agent’s notification to MNIC of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. The Agency or Agent shall fully cooperate with MNIC in MNIC’s handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing MNIC or its representatives with physical access to the facilities and operations affected; (iii) facilitating interviews with the Agency’s or Agent’s employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by MNIC.

The Agency or Agent shall use all commercially reasonable efforts to promptly remedy any Security Breach and endeavor to prevent any further Security Breach at the Agency or Agent's sole expense in accordance with applicable privacy rights, laws, regulations and standards. The Agency or Agent shall reimburse MNIC for all actual costs incurred by MNIC in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation. Furthermore, the Agency or Agent shall defend, indemnify and hold harmless all MNIC Indemnified Parties from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, (including reasonable attorneys' fees and costs at all levels of proceedings), arising out of or resulting from any third party claim against any MNIC Indemnified Party arising out of or resulting from a Security Breach or the Agency's or Agent's failure to comply with any of its obligations under this Section (V).

The Agency or Agent agrees that it shall not inform any third party of any Security Breach without first obtaining MNIC's prior written consent, other than to inform a complainant that the matter has been forwarded to MNIC's legal counsel. Further, the Agency or Agent agrees that MNIC shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in MNIC's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

The Agency or Agent agrees to fully cooperate, at its sole expense, with MNIC in any litigation, administrative proceeding, or other formal action deemed necessary by MNIC to protect its rights relating to the use, disclosure, protection and maintenance of Personal Information handled by the Agency or Agent pursuant to this Agreement.

## **SECTION V — DUTIES OF MNIC**

**A. COMMISSIONS.** MNIC shall pay to the Agency or Agent commissions due as a result of the Agent's or Agency's writing of CARRIERS Business in amounts as set forth on Schedule A attached hereto, less any deductions, setoffs, reimbursements or holdbacks, in a timely manner, but not later than the last day of the calendar month following the calendar month in which each CARRIERS policy becomes effective or is issued, whichever is later. Commissions shall be payable to the Agency or Agent in accordance with the applicable provisions of the Documents and this Agreement. MNIC may, in its sole discretion, withhold and not pay any commission to the Agency or Agent should the Agent or Agency or its employed agent's authority to conduct CARRIERS Business be suspended or terminated or should the Agency or Agent not otherwise fully comply with the terms of the Agreement, the Documents, applicable Statutes, Insurance Codes and/or Insurance Regulations. All payments of commissions due from MNIC hereunder shall be payable to directly the Agency or Agent. The Agency or Agent shall be solely responsible for any payment that may be due to any agent, sub-producer, employee, representative or other personnel in the Agency or Agent's employ for any commission, salary or other compensation.

Whenever premium is returned to any policyholder or obligor the Agency or Agent agrees to refund unearned commission to MNIC at the same rate at which commissions were originally paid to the Agency or Agent, such refund being calculated as of the date such refund is due. If MNIC has made any payments on the Agent's or Agency's behalf, the Agent or Agency agrees to refund such monies to MNIC.

Agency or Agent shall not retain or receive any compensation on any business written in jurisdictions in which Agency or Agent is not licensed, not authorized hereunder or not appointed by MNIC.

No commissions will be paid on premiums the Agency or Agent has requested MNIC collect or which have been placed in collection.

MNIC may modify the commissions set forth in Schedule A, in its sole discretion, by providing Agency or Agent with fifteen (15) days written notice of such modification, after which Agency or Agent shall be bound thereby.

- B. COMMISSION STATEMENTS.** MNIC shall issue commission statements to the Agency or Agent by the last day of each calendar month detailing the Agency's or Agent's policy and commission activity for each line of CARRIERS Business for all policies issued during the previous calendar month where commissions are payable. The statements shall include identification of the policies issued or renewed, commissions earned, and the amount due the Agency or Agent (or amounts due MNIC or otherwise withheld by MNIC). Failure to pay any amount due MNIC pursuant to such commission statements may result in immediate termination of this Agreement by MNIC.
- C. AGENCY OR AGENT RESPONSIBILITY.** As a material inducement for MNIC entering into this Agreement, Agency or Agent hereby warrants and represents that it is authorized and entitled to receive all fees, commissions and other sums that may be payable hereunder by MNIC and that Agency or Agent possesses and shall maintain during the Term, all licenses, permits and authorities that may be required to accept and receive such compensation. Agency or Agent shall be solely responsible for any payment that may be due to an employed agent, producer, employee or authorized sub producer of the Agency or Agent for any commission or other sum and does indemnify and hold MNIC and CARRIERS harmless for any claims, liabilities, demands, actions, payments, expenses and attorney's fees and costs (at all pretrial, trial, appellate, bankruptcy and post-judgment levels) for any such commission or payment demanded or claimed by any agent, employee, producer, sub producer, or other representative of the Agency or Agent. In the event MNIC receives notice from a third-party claiming entitlement to, or demanding that MNIC pay over to such third-party, any fees, commissions or other sums payable to the Agency or Agent hereunder, MNIC shall promptly provide the Agency or Agent with such notice, and shall give the Agency or Agent ten (10) calendar days from the date of such notice to demonstrate, to MNIC's sole satisfaction, whether or not said third-party is entitled to receive fees, commissions or other sums claimed and demanded. The Agency or Agent shall indemnify and hold MNIC and CARRIERS harmless for any claims, liabilities, demands, actions, payments, expenses and attorney's fees and costs (at all pretrial, trial, appellate, bankruptcy and post-judgment levels) arising out of, or relating to any claim from a third-party concerning payment of the fees, commissions or other sums payable to the Agency or Agent hereunder.
- D. MNIC FORMS.** MNIC will prepare such documents and forms as may be required to produce CARRIERS Business. Such forms and documents shall be available to the Agency or Agent on the MNIC or CARRIERS Website and shall be utilized by the Agency or Agent pursuant to the Documents.

## **SECTION VI — TERMINATION AND SUSPENSION**

### **A. TERMINATION.**

1. This Agreement may be terminated by the Agency, Agent or MNIC at any time upon at least five (5) days advance notice, which notice may be sent electronically in accordance with Section VII.P. herein. The effective date of any such termination shall be as stated in the notice.
2. In the event this Agreement is terminated for a reason other than set forth in paragraph VI.A.3 below, the Agency or Agent shall continue to service insurance policies placed by the Agency or Agent hereunder and the Agency or Agent shall continue to receive commissions related thereto until expiration of the current policy terms of such policies, or at the sole discretion of MNIC, the Agency or Agent shall be granted a Limited Agency or Agent Authority, as set forth in paragraph C of this Section VI.

3. Notwithstanding any other provisions herein concerning termination and in addition to any other termination provision set forth in this Agreement, this Agreement and the authorization and/or appointment of the Agency or Agent, as applicable, may be terminated by MNIC immediately and without notice or right to cure upon the occurrence of any one of the following events:
- i. The termination, suspension, dissolution or withdrawal by MNIC or CARRIERS from the applicable State; or
  - ii. The termination or suspension by any governmental or regulatory entity of any state(s) in which Agency or Agent does business with MNIC of the authority of the Agency or Agent or any agent in their employ to place CARRIERS Business with MNIC or CARRIERS; or
  - iii. The loss, expiration, suspension or revocation of, or any administrative action taken against, any license held by any officer, director, principal or manager of the Agency or Agent in any state(s) in which Agency or Agent does business with MNIC; or
  - iv. The occurrence of any violation or breach by the Agency or Agent of: (a) the laws, regulations, or directives of any state(s) in which Agent or Agency does business with MNIC; (b) the applicable Insurance Code; (c) the applicable Insurance Regulations; or (d) this Agreement or the Documents; or
  - v. Where applicable, the failure of the Agency or Agent and its agents to maintain the mandated appointment requirements of the applicable state(s) in which the Agency or Agent does business with MNIC; or
  - vi. With respect to an Agency's or Agent's license, the loss, suspension, revocation, or expiration of, or any administrative action taken against, the license held by the Agency or Agent in any state(s) in which the Agency or Agent does business with MNIC; or
  - vii. The failure of the Agency or Agent to cooperate in the use, disclosure or production of CARRIERS or MNIC Records; or
  - viii. The occurrence of any event or events which, in the sole but reasonable discretion of MNIC, constitutes either: (a) a material impairment to an Agent's, or the Agency's, ability to properly fulfill its obligations under this Agreement; or (b) conduct evidencing an inability, failure or refusal of the Agency or Agent to abide by the terms and provisions of this Agreement; or
  - ix. Failure of the Agency or Agent to remit premiums, fees or other monies collected on behalf of MNIC or CARRIERS; or
  - x. Failure of the Agency or Agent to follow established guidelines and procedures as contained in any CARRIERS manual, directive and bulletin or any of the Documents; or
  - xi. Failure of the Agency or Agent to maintain Errors and Omissions coverage in accordance with the provisions of Section IV. F; or
  - xii. Failure of the Agency or Agent to return unearned commissions on cancelled policies within sixty (60) days of the date of cancellation of the policy.
4. This Agreement may be terminated upon the failure of a party to comply with the terms and provisions of this Agreement, or the Documents, within ten (10) days after receipt of written notice of such default or breach.

5. In the event that laws of any state(s) in which the Agency or Agent transacts business pursuant to this Agreement conflict with the termination provisions of this Agreement, such termination provisions will be interpreted and applied to the minimum extent needed to conform with such law and all other provisions of this Agreement shall remain in full force and effect. Any appointment of the Agency or the Agent may be terminated for any reason, without terminating the Agreement, by delivery of written notice of termination. Upon termination of the Agency or the Agent's appointment with the CARRIERS, MNIC will comply with any applicable laws and regulations requiring notification to the state insurance department (or similar regulatory agency) in the state(s) where such appointment was terminated.
- B. SUSPENSION.** Upon the occurrence of any act, default, breach or omission that could constitute grounds for termination of this Agreement or the Agency or Agent's authorization and/or appointment in accordance with paragraph A. (3) or (4) of this Section VI, in lieu of terminating this Agreement, MNIC may, in its sole discretion, suspend for a stated period the authority of the Agency or Agent to bind new CARRIERS Business or to write new MNIC applications. During this suspension, if Agency or the Agent binds new CARRIERS Business or writes a new MNIC application, whether directly or indirectly through another agent, MNIC may immediately terminate the Agency's or the Agent's authority and/or appointment and this Agreement.
- C. LIMITED AGENCY OR AGENT AUTHORITY.** As a further alternative to termination of this Agreement, MNIC may, but is not required to, grant an Agency or Agent a limited authority to service and renew existing policies, execute endorsements and undertake such other Agency or Agent functions as may be authorized by MNIC in its sole discretion. The grant of limited authority by MNIC shall not include the authority for the Agency or the Agent to write new CARRIERS Business and such limited authority shall be conducted by the Agency or the Agent in accordance with all other applicable provisions of this Agreement and the Documents and subject to any other standards, requirements, or rules determined by MNIC, in its sole discretion.
- D. ADMINISTRATIVE PAYMENT.** In addition to any other rights of MNIC set forth herein or in the Documents, MNIC may require payment by the Agency or the Agent of an amount not to exceed the gross amount of any commission derived by the Agency or the Agent on any CARRIERS policy or policies written or bound in violation of this Agreement or the Documents, applicable Statutes, Insurance Codes, or Insurance Regulations. Failure of the Agency or the Agent to make such payment upon written demand by MNIC is grounds for immediate termination of the Agreement by MNIC.

## SECTION VII — GENERAL PROVISIONS

- A. CONTROLLING LAW.** Except as set forth in Section VI(A)(5), this Agreement shall be controlled by and subject to the laws of the state of Florida.
- B. ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements between the parties and constitutes the sole and entire agreement setting forth the benefits and obligations of the parties hereto.
- C. AMENDMENT AND MODIFICATION.** Except as otherwise specifically provided herein, this Agreement may not be modified except in writing signed by the parties hereto. However, the parties acknowledge that MNIC may, from time to time, unilaterally adopt requirements and/or standards applicable to Agencies and Agents, which requirements and/or standards shall be adhered to and enforced by Agencies and Agents and be deemed incorporated into this Agreement and shall be deemed as a part of the Documents, as defined and referred to herein. The parties further agree that MNIC may, in its sole discretion, modify the terms of any Schedule attached hereto, upon written notice to Agency or Agent.



- E. SURVIVAL OF OBLIGATIONS.** The parties hereto acknowledge that they shall continue to be bound by, and shall perform, subsequent to the termination or expiration of the Agreement, all of the obligations set forth herein necessary to fulfill the obligations of the parties pursuant to this Agreement.
- F. SEVERABILITY.** In the event any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement not held otherwise unenforceable shall be deemed valid and enforceable.
- G. WAIVER.** The failure of MNIC to take any action, or to delay taking any action, respecting any default by the Agency or the Agent or any other MNIC right hereunder shall not be deemed to constitute a waiver of the default, any subsequent default, or any other right hereunder or an amendment to this Agreement.
- H. HEADINGS.** The section and paragraph headings herein are for convenience of reference only and do not define or limit any of the provisions hereof.
- I. CONSIDERATION.** All parties to this Agreement do acknowledge that there is good and valuable consideration for the undertakings and obligations set forth herein.
- J. REMEDY.** Subject to the provisions of the Documents, all parties shall have all remedies available according to the laws of the State in which the CARRIERS business is produced hereunder.
- K. ADVERTISING.** The Agency or the Agent shall not use MNIC's, CARRIERS' or any of their affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without MNIC's prior written consent. MNIC shall not use the Agency's, Agent's, or any of its affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without the Agent's or Agency's prior written consent.
- L. CONFIDENTIALITY.** The term "Confidential Information" shall mean this Agreement, the Documents, and all data, trade secrets, business information and other information of any kind whatsoever that a party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of MNIC and/or CARRIERS, to the Agency or the Agent, or its customers, employees, third-party vendors or licensors. Confidential Information includes Customer Information, as defined below. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise. For purposes of this Agreement, "Customer Information" means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual with in context including, without limitation, name, e-mail address, postal address, telephone number, employee identification numbers, government-issued identification numbers (i.e. social security numbers or driver's license numbers), billing information (i.e., credit card or bank account information), as well as other information such as demographic data (i.e. gender, date of birth, employer and income).

MNIC acknowledges that Agent or Agency and its agents have a responsibility to its customers and other consumers using its services to keep information it has received or produced about their usage of its services and about their accounts ("Customer Information") strictly confidential. Each of the parties to this Agreement, as Recipient, hereby agrees that it will not, and will cause its employees, officers, directors or agents, consultants, affiliates and independent contractors not to, disclose Confidential Information of the other party or use Confidential Information, including Customer Information, during or after the Term or any Renewal Term, other than on a "need to know" basis and then only:

a) to affiliates of Discloser; (b) to Recipient's employees or officers; (c) to affiliates of Recipient, its independent contractors at any level, agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; (d) pursuant to the exceptions set forth in 15 U.S.C 6802(e) and accompanying regulations, which disclosures are made in the ordinary course of business and (e) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the other party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care.

Recipient may make disclosures required or requested by court order, subpoena or by any governmental authorities, provided that the Recipient uses reasonable efforts, to the extent legally permitted, to notify the Discloser sufficiently in advance of Recipient responding to such order, subpoena or governmental request so that the Discloser may seek to object to such order, subpoena or request (at Discloser's sole expense), or to make such disclosure subject to a protective order or confidentiality agreement. Recipient shall assist and cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Such requirements include, but are not limited to, requests or demands for Confidential Information by banks or insurance examiners and regulators, or courts of competent jurisdiction.

The Recipient agrees that Confidential Information shall remain confidential and shall not be used or disclosed to any third party other than to perform the business of insurance as permitted by law and pursuant to this Agreement.

The Recipient acknowledges and agrees that any violation of this subsection K may cause immediate and irreparable harm to the Discloser and, in addition to any other available rights and remedies, the Discloser shall be entitled to seek immediate injunctive and other relief to prevent the further use and disclosure of the Confidential Information. This subsection K shall survive any termination or expiration of this Agreement.

- M. WEBSITE.** Agency or Agent agrees to adhere to the terms and conditions relating to the use of any existing MNIC or CARRIERS website or any website MNIC or CARRIERS may own, make available, operate, acquire, use from time to time, create or sponsor in the future, and any services available under such websites. Attached hereto as Schedule B is the MNIC Internet and Password Agreement with which Agency or Agent shall at all times comply (the password and password agreement are deemed as Confidential Information). These terms and conditions may change without notice at MNIC's sole discretion. Agent's or Agency's use of these websites constitutes Agent's or Agency's agreement to the terms and conditions of such websites that exist at that point in time.
- N. NOTICES.** Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein, or as may otherwise be required or necessitated by this Agreement, shall be given as provided for herein, and if not specifically provided, such actions may be undertaken in writing and sent via facsimile, hand delivery, overnight carrier, by certified delivery mail or by electronic mail in accordance with Section VII.P herein, and shall be addressed or delivered as follows:

As to MNIC:

Monarch National Insurance

P.O. Box 13239 Tallahassee, FL 32317 E-mail:

agencyresources@HPManaging.com



PO Box 13239  
Tallahassee, Florida 32317

As to the Authorized and, where applicable, Appointed Agency:

Name:

Attn (principal agent):

Address:  Fax #:  E-Mail:

Notices sent by hand delivery or facsimile transmission shall be deemed effective on the date of hand delivery or confirmed facsimile transmission. Notices sent by overnight courier shall be deemed effective on the next business day after being placed into the hands of the overnight courier. Notices sent by certified delivery mail shall be deemed effective on the third (3rd) business day after being deposited into the post office. Notices sent by electronic mail shall be deemed effective when directed to an electronic mail address at which a party has consented to receive notice.

**N. OWNERSHIP OF EXPIRATIONS.** Following the termination of this Agreement, the provided that Agent or Agency has promptly accounted for and paid over to MNIC all premiums and other sums for which Agency or Agent is liable, the records, use and control of expirations, shall remain the property of Agent or Agency and be left in the undisputed possession of Agency or the Agent. "Expirations" means all records and information pertaining to customers, and the right, to the exclusion of the other party to this Agreement, to solicit renewals and new business from such customers. MNIC and CARRIERS shall retain all policies until such time as natural expiration of the existing policy occurs. In the event the Agent or Agency has failed to account for, or promptly pay to MNIC, all premiums and other sums due hereunder, or has breached or is in default under this Agreement, said Expirations shall be the sole and exclusive property of MNIC and Agency or Agent shall take any and all action necessary to effect such rights and interests of MNIC.

**O. MEDIATION/ARBITRATION.** If the parties are unable to resolve a dispute arising out of or relating to this Agreement, the parties will in good faith attempt to resolve such dispute through non-binding mediation before a mediator acceptable to both sides, provided, however, a dispute relating to infringement of intellectual property rights or breach of the confidentiality provisions contained herein shall not be subject to this provision.

Any controversy or claim, other than those specifically excluded, between or among the parties not resolved through mediation under the preceding provision, shall at the request of a party be determined by binding arbitration. The arbitration shall be conducted by one independent arbitrator who shall be a retired judge or attorney practicing in the areas of insurance and information technology law, as applicable. The Arbitration shall be held in Broward County, Florida in accordance with the United States Arbitration Act (Title 9, U. S. Code), notwithstanding any choice of law provision in this Agreement, and under the auspices and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of JAMS, Inc. then in effect. If JAMS, Inc. is unable or legally precluded from administering the arbitration, then it shall be conducted under the auspices and Commercial Arbitration Rules of the American Arbitration Association. Each party to the arbitration may serve a single request for production of documents. If disputes arise concerning these requests, the arbitrator shall have sole and complete discretion to determine the disputes. The arbitrator shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall follow the law in reaching a reasoned decision and shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for their decision. The arbitrator shall reconsider the decision once upon the motion and at the expense of the party requesting reconsideration. The Section of this Agreement entitled "Confidentiality" shall apply to the arbitration proceeding, all evidence taken during the proceeding, and the arbitration decision shall constitute Confidential Information of both parties. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction.

No provision of this Section shall limit the right of a party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration for matters or claims based on an allegation of irreparable harm and the need for injunctive relief. The exercise of any remedy does not waive the right of either party to resort to arbitration. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either party to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

If either party commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover, from the other party, reasonable costs incurred in connection with such enforcement including, but not limited to, attorneys' fees (at all pretrial, trial, post-trial, post-judgment and appellate levels), expenses and costs of investigation, litigation, arbitration, appeal and collection.

**P. ELECTRONIC TRANSACTIONS AND COMMUNICATIONS.** The Agency or Agent agrees that all transactions and communications between the Agency or Agent and MNIC and/or the CARRIERS will be conducted using electronic records and electronic signatures. The Agency or Agent agrees that any notices, statements, bulletins, instructions, or any other communications (collectively "Communications") from MNIC regarding the parties' duties and obligations pursuant to this Agreement, and the business transacted hereunder, may be presented, delivered, stored, retrieved, and transmitted electronically including, without limitation, via electronic mail. The Agency or Agent shall keep MNIC informed of any change in the Agency's or Agent's electronic or mailing address or other contact information. MNIC and/or the Carriers reserve the right to provide Communications in paper format at any time. By consenting to electronically conduct business, however, the Agency or Agent agrees that neither MNIC nor the CARRIERS are required to provide any Communications in paper format and that if the Agency or Agent want to retain a paper copy of any records provided electronically, the Agency or Agent should print a copy from the computer. The Agency or Agent represents and warrants that the Agency or the Agent has, and shall maintain during the Term, computer hardware and software systems necessary to receive Communications via electronic means.

**SIGNATURE PAGE FOLLOWS**

# AUTHORIZATION & APPOINTMENT AGREEMENT

## SIGNATURE PAGE

IN WITNESS HEREOF, the parties have set their hands and seals on this date:

**Date:**          
M M D D Y Y Y Y

Signed in the presence of: FedNat Underwriters, Inc.

**By:**



Name: J. Gordon Jennings, III  
Title: Authorized Representative

**Agency:**

**By:**

**Name:**

**Title:**

(AGENCY PRINCIPAL)

# AUTHORIZATION & APPOINTMENT AGREEMENT

## SCHEDULE "A" - AUTHORIZED COVERAGES & COMMISSION SCHEDULE

This Schedule "A" is attached to and by reference made a part of the Authorization and Appointment Agreement ("Agreement") between Monarch Underwriters, Inc. ("MNIC") and \_\_\_\_\_ ("Agency" or "Agent"). This Schedule is effective as of the effective date of the Agreement. It is mutually understood and agreed as follows:

1. MNIC grants non-exclusive authority to Agency or Agent to solicit the following type(s) of insurance in accordance with the terms and conditions of the Agreement for FedNat Insurance Company and/or Monarch National Insurance Company and/or Maison Insurance Company and/or other insurance carriers ("CARRIERS") Business as defined in the Agreement.
2. MNIC may, in its sole discretion, change the lines of business for which Agency or Agent is authorized to transact hereunder, or the underwriting guidelines applicable to such lines of business, without providing advance written notice.
3. MNIC grants non-exclusive authority to Agency or Agent to solicit the following authorized type(s) of insurance in the territories designated by MNIC. MNIC may change the authorized territories at its sole option without providing advance written notice.
4. The Agency or Agent shall be entitled to receive as its sole compensation for all CARRIERS Business produced under the Agreement a percentage of the total collected premium received by MNIC for any risk produced by Agency or Agent pursuant to this Agreement, net of, and not including, any policy fees, surcharges, assessments, cancellations, and return premium in accordance with the schedule below. "Total collected premium" for any policy shall be defined to include only that premium paid to, and received by, CARRIERS and shall not include any dishonored checks or payments.
5. MNIC may modify this Schedule A, in its sole discretion, by providing Agency or Agent with fifteen (15) days written notice of such modification (which notice may be sent electronically in accordance with Section VII.P. of the Agreement), after which Agency or Agent agree to be bound thereby. To the extent that Agency or Agent is eligible for any contingent commission or commission bonus programs offered by MNIC, the terms of such program shall be memorialized in separate written communication between MNIC and the Agency or Agent.

# AUTHORIZATION & APPOINTMENT AGREEMENT

## SCHEDULE "A" - AUTHORIZED COVERAGES & COMMISSION SCHEDULE

Authority	Carrier/State & Product	Base Commission
✓	FedNat- FL HO & DP	Up to 10 % New and Renewal
✓	Monarch National- FL HO	Up to 10 % New and Renewal
✓	Maison- FL MH	Up to 10 % New and Renewal
✓	Maison- FL DEPOP WO	Up to 10% Renewal
	Maison- LA HO	15% New and 13% Renewal
	Maison- LA DP	15% New and 13% Renewal
	Maison- LA MH	15% New and 12% Renewal
	Maison- LA WO	15% New and 13% Renewal
	Maison- LA DEPOP	13% Renewal
	Maison- TX HO	Up to 18% New and Up to 13% Renewal
	Maison- TX MH	16% New and 13% Renewal
	Maison- TX WO	16% New and 16% Renewal
✓	*National Flood Services- Flood (NFIP)- FL	Up to 22% New and Renewal
	*National Flood Services- Flood (NFIP)- LA	Up to 20% New and Renewal
	*National Flood Services- Flood (NFIP)- TX	Up to 20% New and Renewal
✓	*MNIC Brokerage Facilities (FL, TX & LA)	Up to 14% New and 12% Renewal

(\*) Certain products require additional enrollments to be completed.

- HO – Homeowners
- DP – Dwelling Fire
- MH – Mobile Home
- WO – Wind Only
- DEPOP - Depopulation

# AUTHORIZATION & APPOINTMENT AGREEMENT

## SCHEDULE "A" - AUTHORIZED COVERAGES & COMMISSION SCHEDULE

IN WITNESS HEREOF, the parties have set their hands and seals on this date:

**Date:**          
M M D D Y Y Y Y

Signed in the presence of: FedNat Underwriters, Inc.

**By:** 

Name: J. Gordon Jennings, III  
Title: Authorized Representative

**Agency:**

**By:**

**Name:**

**Title:**

(AGENCY PRINCIPAL)



# AUTHORIZATION & APPOINTMENT AGREEMENT

## SCHEDULE "B" - INTERNET & PASSWORD AGREEMENT

This Schedule "B" is attached to and by reference made a part of the Authorization and Appointment Agreement ("Agreement") between Monarch Underwriters, Inc. ("MNIC") and \_\_\_\_\_ ("Agency" or "Agent"). This Schedule is effective as of the Original Effective Date of the Agreement.

It is mutually understood and agreed as follows:

1. Agency or Agent acknowledges and is aware that MNIC shall utilize CARRIERS system(s) in connection with its internet services.
2. Agency or Agent shall only permit licensed and, where applicable, MNIC- appointed Agents, as defined in the Agreement, to utilize MNIC's internet services and shall not disclose, reveal, divulge or otherwise provide the Agency's or Agent's password to any third party. MNIC, in its sole discretion in its sole discretion, may also provide passwords to agents or other licensed personnel in the Agency's or Agent's employ. MNIC reserves the right to change or cancel any password at any time and for any reason including, but not limited to, security reasons, without prior notice to the Agency or Agent.
3. Agency or Agent shall appoint a principal agent ("Principal Agent") who shall be responsible for the supervision of all agents in order to ensure full compliance with the terms of this Agreement, including this Schedule B.
4. The Principal Agent shall be responsible to ensure that the Agency or Agent is, at all times during the Term, in full compliance with all terms and conditions which may be established from time to time by MNIC for the use of any internet services.
5. Notice that the Agency or Agent or any of its agents has bound any insurance coverage through the CARRIERS' policy administration system shall be immediately be given to MNIC and all appropriate documents including, without limitation, the binder, application, and all other supporting documents, shall be signed by the insured and binding Agent and maintained by the Agency after the coverage is bound.

**SIGNATURE PAGE FOLLOWS**

# AUTHORIZATION & APPOINTMENT AGREEMENT

## SCHEDULE "B" - INTERNET & PASSWORD AGREEMENT

IN WITNESS HEREOF, the parties have set their hands and seals on this date:

**Date:**          
M M D D Y Y Y Y

Signed in the presence of: FedNat Underwriters, Inc.

**By:** 

Name: J. Gordon Jennings, III  
Title: Authorized Representative

**Agency:**

**By:**

**Name:**

**Title:**

(AGENCY PRINCIPAL)

## IND Agent/Agency Agreement

HP MANAGING AGENCY, LLC ("HPMA"), will be authorized by MONARCH NATIONAL INSURANCE COMPANY ("MNIC") to solicit the coverages set forth herein (such coverages are hereinafter individually and collectively referred to as "MNIC Business") and, if applicable, to make the appointments as set forth in this Agreement (the "Agreement"). Pursuant to this Agreement, and pending formal regulatory approval of the appointment of HPMA as the managing general agency of MNIC, HPMA authorizes and, where applicable, appoints the Agency or Agent whose name and business address is set forth on the signature page of this Agreement to represent MNIC for those lines of MNIC Business specified herein. The authorized and, where applicable, appointed agency ("the Agency") or agent (the "Agent") set forth herein agrees to be bound by the following:

### Terms And Provisions

#### *Section I - Requirements*

To obtain authorization or an appointment, if applicable, to write any of the lines of MNIC Business, an Agency or Agent must: (a) have and continuously maintain all licenses in the state in which it does business as required by applicable state law and to otherwise be in good standing with the Department of Insurance of that state; (b) not have been either suspended or terminated for cause by HPMA or MNIC; and; (c) with respect to all employees, representatives, agents or sub-agents of the Agency or Agent required to be licensed pursuant to applicable state law, be duly licensed in the state in which they conduct business and otherwise comply with all laws and regulations of such stated during the Term of this Agreement; and (d) abide by all of the terms and provisions of this Agreement.

HPMA reserves the right, to be exercised in its sole discretion, to decline to authorize and/or appoint any Agency or Agent who fails to comply with and satisfy the licensure and/or appointment criteria, as applicable, established by HPMA or MNIC at the inception of, and at all times during, the Term of this Agreement.

#### *Section II - Terms and Renewals*

This Agreement shall be effective for a one-year period (the "Term") commencing at 12:01 A.M. on the day set forth herein (the "Original Effective Date") and terminating at 11:59 P.M. Eastern Standard Time on the 365th day from the Original Effective Date (the "Original Termination Date"). Subject to the promulgation by HPMA of any additional licensure or appointment criteria and the Agent's or Agency's compliance therewith, if the licensed and/or appointed Agency or Agent, as applicable, is in compliance with the terms hereof, and this Agreement has not otherwise been terminated by HPMA or the Agency prior to the Original Termination Date, this Agreement shall automatically renew for each Agency or Agent for successive one-year periods, subject in each instance to all provisions of this Agreement, any additional criteria, terms or provisions as promulgated by HPMA and noticed to the Agency or Agent, and the annual payment by the Agency or Agent of all required appointment fees, where applicable. The Effective Date of each renewal year shall be the first day of the renewal period and the 365th day from such date shall be deemed the Renewal Termination Date.

## IND Agent/Agency Agreement

### Section III - Authorized Coverages; Non-Exclusive Territorial Limit

**A. AUTHORIZED COVERAGES.** HPMA grants non-exclusive authority to Agency or Agent to solicit the following types of insurance in accordance with the terms and conditions of this Agreement for MNIC Business:

**Lines of Business:**

Carrier	Line(s)	Line(s)	NAIC Code
Monarch	Homeowners, HO3, HO4, HO6	Dwelling Fire DP3	15715
Hudson Insurance Group	Personal Liability, PUP		003081
National Flood Service	NFIP Flood		

**A. NON-EXCLUSIVE TERRITORIAL LIMIT.** HPMA grants non-exclusive authority to Agency or Agent to solicit the above-authorized type(s) of insurance in the territories designated by HPMA. The non-exclusive territorial limit may be changed at the sole option of HPMA without providing the Agency or Agent written notice of such change. It is understood that HPMA may contract with other agencies and agents in all states and territories in which it intends to conduct business. This Agreement shall not be construed to convey to Agency or Agent an exclusive right to represent HPMA or MNIC in any state or territory.

### Section IV - Duties

**A. GOVERNING RULES AND LAW.** The Agency or Agent authorized and/or appointed by HPMA under this Agreement agrees to know and abide by the terms and provisions of this Agreement, which Agreement shall be subject to the provisions of the applicable statutory provisions relative to the Agency or Agent, HPMA or MNIC (collectively the "Statutes"), the Insurance Code in each state in which the Agency or Agent HPMA or MNIC do business ("Insurance Code") and the rules and regulations of the Office of Insurance Regulation in each state in which the Agency or Agent, HPMA or MNIC do business ("Insurance Regulations"). In addition, the Agency or Agent authorized and/or appointed pursuant to this Agreement agrees to conduct all business operations on behalf of HPMA in compliance with the terms of this Agreement, the MNIC Underwriting Manuals ("Underwriting Manuals"), any producer policies and procedures manuals (collectively, "Procedures Manuals"), all Agent Bulletins ("Bulletins"), and other instructions provided to the Agency or Agent by HPMA or MNIC (all documents set forth or referenced in this Section IV A are sometimes collectively referred to as the "Documents"), which Documents may be unilaterally supplemented or amended from time-to-time by HPMA or MNIC.

## IND Agent/Agency Agreement

It shall be the obligation and responsibility of the principal agent of the Agency or the authorized and, where applicable, appointed Agent to supervise the actions of its agents, sub-agents and employees to ensure that all agents, sub-agents and employees know, abide by, and comply with all terms and provisions of the Agreement, Documents, Statutes, Insurance Code and Insurance Regulations, as they currently exist or as they may be subsequently amended or modified. It shall be the obligation and responsibility of the Agency or Agent to otherwise fulfill all the functions of the Agency or Agent as required by the Agreement with reference to the obligation of the Agency and Agent.

**B. BINDING AUTHORITY.** Agency or Agent shall have no authority to bind MNIC or HPMA in any respect, unless specifically authorized by this Agreement or in writing by MNIC or HPMA. Any binding authority of the Agency or Agent is subject to, and limited by, the authority and procedures for MNIC Business set forth in the applicable Underwriting Manuals or any of the Documents as such Documents currently exist or as they may be subsequently amended or modified and the applicable Statutes and Insurance Code of the State wherein the Agent or Agency transacts the MNIC Business. Any binding authority of agents of the Agency, or the Agent, ceases at such times as the agent is no longer employed or retained by the Agency or Agent or such agent is not otherwise in full compliance with any provision of this Agreement. All binding authority for MNIC Business ceases immediately upon termination of this Agreement or suspension of any authorization and/or appointment hereto. Binding authority of the Agency or Agent for any MNIC Business ceases immediately upon the Agent's or Agency's suspension or termination pursuant to this Agreement.

MNIC and the Agency or Agent shall comply with the laws of the state wherein the Agency or Agent transacts the MNIC Business in regard to the licensure, appointment and/or registration of individual agents employed or retained by the Agency or Agent which agents will have binding authority only pursuant to the terms of this Agreement and those limitations set forth in any of the Documents.

**C. PREMIUM SUBMISSION.** All premiums and monies received by the Agency or Agent for MNIC Business shall be made payable to MNIC and be received by HPMA no later than fifteen (15) days from the effective date of the policy, in accordance with the provisions and procedures set forth in the Documents. The Agency or Agent may not charge or collect any fee or surcharge, including fees for inspections or photographs, from an applicant or insured in excess of the authorized MNIC premium, surcharge, assessment, or fees, if any. Bank charges for returned checks and applicable credit card fees, if used to collect premiums, are recoverable from the applicant or insured by the Agency or Agent only to the extent authorized under the laws and regulations of the applicable state; however, these charges may not be included as part of the MNIC premium.

## IND Agent/Agency Agreement

**D. APPLICATIONS.** The Agency or Agent, in accordance with the procedures established by HPMA and the Documents, shall be responsible for ensuring that all submitted MNIC applications are complete and accurate and in compliance with applicable application requirements for that coverage. All applicants shall be furnished a copy of any completed application at the time of the application. All applications are to be submitted via MNIC's electronic signature processing application or a hard copy uploaded to the customer file. Transmittal of new business via paper applications requires prior approval from HPMA. Applications will be considered bound only at that time the applicant and Agency or Agent have agreed to binding and both parties have attested to the information provided on the application by their respective signatures and applicable premium is received by HPMA. Backdating of applications is grounds for immediate termination of this Agreement by HPMA.

**E. BOOKS AND RECORDS.**

1. The Agency or Agent, for a period of five (5) years from the date of any document's creation, and for a period of five (5) years after any policy expires, terminates or is not renewed, or as required by any applicable federal or state law or regulation, whichever is greater, shall maintain legible and accurate copies of all applications and related documents including, but not being limited to, binder logs, policy logs, correspondence, reports, photos, claims information, books, premium payment records, accounts and records and any other documentation, electronic, film or otherwise ("MNIC Records") used, prepared or obtained by the Agency or Agent, its agents, sub-agents and employees in conducting MNIC Business. The requirements set forth in this section remain in effect for the period of time established regardless of termination of this Agreement by either party.
2. Records for MNIC Business for the current year and the prior policy year shall at all times be maintained at the Agent's or Agency's primary business location. Thereafter, MNIC Records may be stored outside of the Agent's or Agency's primary business location so long as HPMA approves, inwriting, the relocation of such records.
3. The Agency or Agent, at its sole expense, shall immediately comply with any request or requirement to produce, reproduce, copy, deliver or otherwise make available any or all of HPMA Business records to MNIC, HPMA, or their designee.
4. The Agency or Agent is required to implement and maintain adequate procedures to safeguard the security of, and access to, MNIC Business records or HPMA data regardless of the form in which the data is stored.
5. The Agency or Agent shall implement and maintain adequate procedures to safeguard the confidentiality of personal financial information relevant to MNIC or HPMA applicants and policyholders as required by the Gramm-Leach-Bliley Financial Modernization Act ("GLB", 15 U.S.C. §6801 et seq.) and all applicable Federal and State laws including, but not limited to, those set forth in the Insurance Code and/or Administrative Code of the applicable state.

## IND Agent/Agency Agreement

6. All policy forms, materials and other supplies furnished to Agency or Agent by HPMA shall be returned to HPMA or accounted for upon demand.

### F. ERRORS AND OMISSIONS COVERAGE.

1. As of the Original Effective Date, the Agency or Agent shall have an Errors and Omissions policy in full force and effect providing coverage for the Agency or Agent and all of its agents in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate and shall continue to maintain Errors and Omissions coverage with at least the same minimum limits, and rating as set forth in Section IV F 2 below, during the original Term and any renewals of this Agreement covering the Agency or Agent and all of its authorized and, where applicable, appointed agents.
2. The Agent's or Agency's Errors and Omissions coverage shall be issued by an insurer with at least an A.M. Best 'A-' rating authorized to do business in the state in which the Agency or Agent is licensed and produce policies or by an eligible surplus lines insurer with at least an A.M. Best 'A-' rating.
3. Proof of the Errors and Omissions coverage required by this Agreement shall be provided by the Agency or Agent to HPMA on the effective date of this Agreement and thereafter upon such policy's renewal within five (5) days of any request by HPMA.
4. This Agreement may be immediately terminated by HPMA in the event that the Agency or Agent fails to provide written proof of Errors and Omissions Coverage or otherwise fails to maintain such coverage as required by this Agreement during the Term of this Agreement.

**G. INDEMNIFICATION.** Without, in any manner, limiting or diminishing HPMA's or MNIC's right to make a claim pursuant to Section IV F of this Agreement, the Agency or Agent does and shall indemnify and hold harmless MNIC and HPMA, their parent, subsidiary and affiliate companies, and their respective Board Members, shareholders, officers, agents, representatives, employees, designees, committees and committee members (collectively, the "Indemnified Parties") from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses, including legal or other expenses (including, but not limited to reasonable attorney's fees and costs incurred and all pre-trial, trial, post-trial, post-judgment and applicable levels), reasonably incurred or paid by any of the Indemnified Parties on account of any negligent or wrongful act, error or omission of the Agent or Agency, its agents, sub-agents, employees or representatives in the rendering of services pursuant to this Agreement or any breach or default hereof (including but not being limited to, failure to remit premiums or other fees or sums due HPMA or failure to comply with the provisions of the Federal Fair Credit Reporting Act, Gramm-Leach-Bliley Act, or similar State laws) except to the extent that HPMA has solely caused such liability or damage.

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HPMA shall indemnify and hold harmless the Agent or Agency, its officers and employees from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses (including, but not limited to reasonable attorney's fees and costs incurred at all pretrial, trial, post-trial, post-judgment and applicable levels), reasonably incurred or paid by the Agent or Agency solely as a result of any grossly negligent or willful misconduct of HPMA in the performance of any duty set forth in this Agreement; provided, however, that HPMA shall not be obligated hereunder if the Agent or Agency or any of its officers, employees, representatives or agents caused or contributed to such claim, cause of action, liability or damage.

- H. CONTINUING AUTHORIZATION.** If the Agency or Agent does not have an agent authorized to represent HPMA for those lines of business authorized by this Agreement, HPMA may transfer the HPMA book of business in house until such time as an authorized agent is appointed with HPMA.
- I. MAINTAINING AGENCY INFORMATION.** The Agency or Agent shall notify HPMA within ten (10) business days of any change in the ownership or management of the Agency's or Agent's business operations. Changes include, but are not limited to, any change in the principal agent, officers, directors, and/or managers of the Agency, or changes in physical address, mailing address, e-mail address, phone number(s), and fax number(s), name changes, or changes in the Social Security number, Tax Identification Number and ownership of the Agency or Agent, or the acquisition, opening or closing of any branch offices.
- J. COUNTERSIGNATURE.** A Power of Attorney is herein created pursuant to this Section. The Agency or Agent acknowledges, authorizes and grants said Power of Attorney (the "Power") to HPMA and, by doing so, expressly authorizes HPMA in its sole discretion to countersign, electronically or otherwise, on behalf of the Agency or Agent, as necessary, all MNIC policies, endorsements and renewals, and any other endorsements required as a result of changes in the Statute, Insurance Code, Insurance Regulations, or the Documents.
- K. INDEPENDENT CONTRACTOR RELATIONSHIP.** The Agent or Agency acknowledges that, pursuant to this Agreement, an independent service contractor relationship between HPMA and the Agent or Agency is established. Nothing contained herein shall be construed as giving rise to an employee/employer, partnership or joint venture relationship between the Agent or Agency or its agents and HPMA.
- L. APPOINTMENT FEES.** If an Agent or Agency appointment from MNIC is required by law or regulation, the Agent or Agency shall pay for all applicable appointment fees and taxes in regard to such appointment, in any applicable state, upon acceptance of appointment by HPMA.
- M. TECHNICAL CAPACITY.** The Agent or Agency is required to implement and utilize, at the Agent's or Agency's sole expense, all technology and equipment as required by HPMA including, but not being limited to, a working e-mail address and internet access. The failure of an Agent or Agency to have, implement or maintain the technical and technological capacity required by HPMA, or to require its agents to utilize such technical and technological capacity, shall be grounds for HPMA to terminate or suspend this Agreement.



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- N. BROKERAGE OF HPMA BUSINESS.** The Agent or Agency shall not submit applications to HPMA pursuant to a formal or informal brokering arrangement with unauthorized and/or unappointed agents in other agencies.
- O. RESPONSIBILITY OF AGENCY OR AGENT.** The Agency or Agent shall be liable for ensuring that all agents employed or retained by the Agency or Agent are aware of, and fully comply with, the terms and provisions of this Agreement, the Statute, Insurance Codes, Insurance Regulations and the Documents in all aspects relevant to the conducting of MNIC Business by the Agent or Agency and its agents and the fulfilling of all responsibilities of the Agent or Agency as set forth in this Agreement.
- P. AGENT'S OR AGENCY'S ACCESS TO HPMA.** The Agent's or Agency's access to HPMA will be limited to the systems and methods mutually agreed upon by the parties.
- Q. REQUIRED NOTIFICATION.** Agent or Agency shall advise HPMA promptly if the Agent or any officer, director, manager, principal, owner or employee of Agency, or any of the Agent's or Agency's agents or sub producers are convicted of a felony, or other offense set forth in the federal Violent Crime and Law Enforcement Act of 1994, or are otherwise not in compliance with any provision of this Agreement including, specifically, the maintenance of all licenses in good standing with all applicable regulatory authorities. This is an ongoing obligation.
- R. EXPENSES.** The Agent or Agency shall be responsible for all expenses, fees, taxes or any other charges whatsoever incurred by Agent or Agency or on their behalf with reference to the services of the Agent or Agency pursuant to this Agreement, unless otherwise agreed to in writing by HPMA.

### Section V - Duties of HPMA

#### A. COMMISSIONS.

1. HPMA shall pay commissions due as a result of the Agent's or Agency's writing of MNIC Business pursuant to this Agreement to the respective authorized and/or appointed Agent or Agency as set forth in Section VI, below. Commissions shall be based on a percentage of the total collected premium received by HPMA, less any deductions, setoffs, reimbursements or holdbacks, in a timely manner, and shall be paid not later than the last day of the calendar month following the calendar month in which each MNIC policy becomes effective or is issued, whichever is later. Commissions shall be payable to the Agency or Agent in accordance with the applicable provisions of the Documents and this Agreement. HPMA reserves the right to withhold and not pay any commission to the Agency or Agent should the Agent or Agency or its employed or retained agent's or sub-agent's authority to conduct MNIC Business be suspended or terminated or should the Agency or Agent not otherwise fully comply with the terms of the Agreement, the Documents, applicable Statutes, Insurance Codes and/or Insurance Regulations.

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2. Whenever premium is returned to any policyholder or obligor the Agency or Agent agrees to refund unearned commission at the same rate at which commissions were originally paid to the Agency or Agent, such refund being calculated as of the date such refund is due. If HPMA has made any payments on the Agent's or Agency's behalf, the Agent or Agency agrees to refund such monies to HPMA.
  3. Agency or Agent shall not retain or receive any compensation on any business written in jurisdictions in which Agency or Agent is not licensed, not authorized hereunder or not appointed by HPMA.
  4. No commissions will be paid on premiums the Agency or Agent has requested HPMA collect or which have been placed in collection.
- B. COMMISSION STATEMENTS.** HPMA shall issue commission statements to the Agency or Agent by the last day of each calendar month detailing the Agency's or Agent's policy and commission activity for each line of MNIC Business for all policies issued during the previous calendar month. The statements shall include identification of the policies issued or renewed, commissions earned, and the amount due the Agency or Agent (or amounts due HPMA or otherwise withheld by HPMA). Failure to pay any amount due HPMA pursuant to such commission statements may result in immediate termination of this Agreement by HPMA.
- C. AGENCY OR AGENT RESPONSIBILITY.** As a material inducement for entering this Agreement, Agency or Agent hereby warrants and represents that it is authorized and entitled to receive all fees, commissions and other sums that may be payable hereunder by HPMA and that Agency or Agent possesses and shall maintain for as long as this Agreement is in effect, all licenses which may be required to accept and receive such compensation. Agency or Agent shall be solely responsible for any payment that may be due to an employed or retained agent, sub-agent, producer or authorized sub producer of the Agency or Agent for any commission or other sum and does indemnify and hold HPMA and MNIC harmless for any claims, demands, actions, payments, expenses, attorney's fees and costs (at all pretrial, trial, appellate, and post-judgment levels), and liability for any such commission or payment demanded or claimed by any agent, employee, or representative of the Agency or Agent.
- D. HPMA FORMS.** HPMA will prepare such documents and forms as may be required to produce MNIC Business. Such forms and documents shall be available to the Agency or Agent on the HPMA or MNIC Website and shall be utilized by the Agency or Agent pursuant to the Documents.

### *Section VI - Compensation*

1. Section VI - Compensation is removed in its entirety and replaced with Agency Compensation Addendum Attachment A -Compensation

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### *Section VII - Termination and Suspension*

#### **A. TERMINATION.**

1. This Agreement may be terminated by the Agency, Agent or HPMA at any time upon at least thirty (30) days advance notice, which notice shall be in writing via certified mail, return receipt requested. The effective date of any such termination shall be as stated in the notice
2. In the event that this Agreement is terminated for a reason other than set forth in paragraph VII A 3 below, the Agency or Agent shall continue to service insurance policies placed by the Agency or Agent with HPMA and the Agency or Agent shall continue to receive commissions related thereto until expiration of the current policy terms of such policies, or at the sole discretion of HPMA, the Agency or Agent shall be granted a Limited Agency or Agent Authority, as set forth in paragraph C of this Section VII.
3. Notwithstanding any other provisions herein concerning termination and in addition to any other termination provision set forth in this Agreement, this Agreement and the authorization and/or appointment of the Agency or Agent, as applicable, may be terminated by HPMA immediately and without notice or right to cure upon the occurrence of any one of the following events:
  - a. The termination, suspension, dissolution or withdrawal from the applicable State by HPMA or MNIC; or
  - b. The termination or suspension by any governmental or regulatory entity of any state(s) in which Agency or Agent does business with HPMA of the authority of the Agency or Agent or any agent in their employ to place MNIC Business with HPMA or MNIC; or
  - c. The loss, expiration, suspension or revocation of, or administrative action taken against, any license held by any officer, director, principal or manager of the Agency or Agent in any state(s) in which Agency or Agent does business with HPMA; or
  - d. The occurrence of any violation or breach by the Agency or Agent of: (a) the laws, regulations, or directives of any state(s) in which Agent or Agency does business with HPMA; (b) the applicable Insurance Code; (c) the applicable Insurance Regulations; or (d) this Agreement or the Documents; or
  - e. Where applicable, the failure of the Agency or Agent and its agents to maintain the mandated appointment requirements of the applicable state(s) in which the Agency or Agent does business with HPMA; or
  - f. With respect to an Agency's or Agent's license, the loss, suspension, revocation, or expiration of, or administrative action taken against, the license held by the Agency or Agent in any state(s) in which the Agency or Agent does business with HPMA; or
  - g. The failure of the Agency or Agent to cooperate in the use, disclosure or production of HPMA or MNIC Records; or

## IND Agent/Agency Agreement

- h. The occurrence of any event or events which, in the sole but reasonable discretion of HPMA, constitutes either: (a) a material impairment to an Agent's, or the Agency's, ability to properly render those services and fulfill those obligations as required of the Agency or Agent under this Agreement; or (b) conduct evidencing an inability, failure or refusal of the Agency or Agent to abide by the terms and provisions of this Agreement; or
  - i. Failure of the Agency or Agent to remit premiums and/or fees collected on behalf of HPMA or MNIC; or
  - j. Failure of Agency or Agent to follow established guidelines and procedures as contained in any MNIC manual, directive and bulletin or any of the Documents; or
  - k. Failure of the Agency or Agent to maintain Errors and Omissions coverage in accordance with the provisions of Section IV F; or
  - l. Failure of the Agency or Agent to return unearned commissions on cancelled policies within sixty (60) days of the date of cancellation of the policy.
4. This Agreement may be terminated upon the failure of a party to comply with the terms and provisions of this Agreement, or the Documents, within ten (10) days after receipt of written notice of such default or breach.
- B. SUSPENSION.** Upon the occurrence of any act, default, breach or omission that could constitute grounds for termination of this Agreement or the Agency or Agent's authorization and/or appointment in accordance with paragraph A. 3 or 4 of this Section VII, in lieu of terminating this Agreement, HPMA may, in its sole discretion, suspend for a stated period the authority of the Agency or Agent to bind new MNIC Business or to write new HPMA applications. During this suspension, if Agency or the Agent binds new MNIC Business or writes a new HPMA application, whether directly or indirectly through another agent, HPMA may immediately terminate the Agency's or the Agent's authority and/or appointment and this Agreement.
- C. LIMITED AGENCY OR AGENT AUTHORITY.** As a further alternative to termination of this Agreement, HPMA may, but is not required to, grant an Agency or Agent a limited authority to service and renew existing policies, execute endorsements and undertake such other Agency or Agent functions as may be authorized by HPMA in its sole discretion. The grant of limited authority by HPMA shall not include the authority for the Agency or the Agent to write new MNIC Business and such limited authority shall be conducted by the Agency or the Agent in accordance with all other applicable provisions of this Agreement and the Documents and subject to any other standards, requirements, or rules determined by HPMA, in its sole discretion.

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**B. ADMINISTRATIVE PAYMENT.** In addition to any other rights of HPMA set forth herein or in the Documents, HPMA may require payment by the Agency or the Agent of an amount not to exceed the gross amount of any commission derived by the Agency or the Agent on any MNIC policy or policies written or bound in violation of this Agreement or the Documents, applicable Statutes, Insurance Codes, or Insurance Regulations. Failure of the Agency or the Agent to make such payment upon written demand by HPMA is grounds for immediate termination of the Agreement by HPMA.

### *Section VIII - General Provisions*

- A. CONTROLLING LAW.** This Agreement shall be controlled by and subject to the laws of the state in which the MNIC Business is produced by the Agent or Agency authorized and/or appointed hereunder.
- B. ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements between the parties and constitutes the sole and entire agreement setting forth the benefits and obligations of the parties hereto.
- C. AMENDMENT AND MODIFICATION.** Except as otherwise specifically provided herein, this Agreement may not be modified except in writing signed by the parties hereto. However, the parties acknowledge that HPMA may, from time to time, unilaterally adopt requirements and/or standards applicable to Agencies and Agents, which requirements and/or standards shall be adhered to and enforced by Agencies and Agents and be deemed incorporated into this Agreement and shall be deemed as a part of the Documents, as defined and referred to herein.
- D. SURVIVAL OF OBLIGATIONS.** The parties hereto acknowledge that they shall continue to be bound by, and shall perform, subsequent to the termination or expiration of the Agreement, all of the obligations set forth herein necessary to fulfill the obligations of the parties pursuant to this Agreement.
- E. SEVERABILITY.** In the event any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement not held otherwise unenforceable shall be deemed valid and enforceable.
- F. WAIVER.** The failure of HP MA to take any action, or to delay taking any action, respecting any default by the Agency or the Agent or any other HPMA right hereunder shall not be deemed to constitute a waiver of the default, any subsequent default, or any other right hereunder or an amendment to this Agreement.
- G. HEADINGS.** The section and paragraph headings herein are for convenience of reference only and do not define or limit any of the provisions hereof.
- H. CONSIDERATION.** All parties to this Agreement do acknowledge that there is good and valuable consideration for the undertakings and obligations set forth herein.

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- I. REMEDY.** Subject to the provisions of the Documents, all parties shall have all remedies available according to the laws of the State in which the MNIC Business is produced hereunder.
- J. ADVERTISING.** The Agency or the Agent shall not use HPMA's, MNIC's or any of their affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without HPMA's prior written consent. HPMA shall not use the Agency's, Agent's, or any of its affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without the Agent's or Agency's prior written consent.
- K. CONFIDENTIALITY.**
1. The term "Confidential Information" shall mean this Agreement, the Documents, and all data, trade secrets, business information and other information of any kind whatsoever that a party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of HPMA and/or MNIC, to the Agency or the Agent, or its customers, employees, third-party vendors or licensors. Confidential Information includes Customer Information, as defined below. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise.
  2. HPMA acknowledges that Agent or Agency and its agents have a responsibility to its customers and other consumers using its services to keep information it has received or produced about their usage of its services and about their accounts ("Customer Information") strictly confidential. Each of the parties to this Agreement, as Recipient, hereby agrees that it will not, and will cause its employees, officers, directors or agents, consultants, affiliates and independent contractors not to, disclose Confidential Information of the other party or use Confidential Information, including Customer Information, during or after the Term of this Agreement, other than on a "need to know" basis and then only: (a) to affiliates of Discloser; (b) to Recipient's employees or officers; (c) to affiliates of Recipient, its independent contractors at any level, agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; (d) pursuant to the exceptions set forth in 15 U.S.C 6802(e) and accompanying regulations, which disclosures are made in the ordinary course of business and (e) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the other party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care.

## **IND Agent/Agency Agreement**

3. Recipient shall notify Discloser of any actual or threatened requirement of law or legal process to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall assist and cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Such requirements include, but are not limited to, requests or demands for Confidential Information by banks or insurance examiners and regulators, or courts of competent jurisdiction.
4. The Recipient agrees that Confidential Information shall remain confidential and shall not be used or disclosed to any third party other than to perform the business of insurance as permitted by law and pursuant to this Agreement. In the event the Recipient intends to disclose Confidential Information, the Recipient agrees to provide affected customers and/or consumers with the required legal notice and an opportunity to tell the Recipient that they do not want the receiving party to share the information.
5. The Recipient acknowledges and agrees that any violation of this subsection K shall cause immediate and irreparable harm to the Discloser and, in addition to any other available rights and remedies, the Discloser shall be entitled to immediate injunctive and other relief to prevent the further use and disclosure of the Confidential Information. This Section shall survive any termination or expiration of this Agreement.

### **L. WEBSITE, PASSWORD, AND TERMS OF USE.**

1. Agency or Agent agrees to adhere to the terms and conditions governing Agency's or Agent's use of any existing HPMA or MNIC website or any website HPMA or MNIC may own, make available, operate, acquire, use from time to time, create or sponsor in the future, and any services available under such websites.
2. Agency or Agent acknowledges and is aware that HPMA shall utilize Monarch National Insurance Company's policy tracking system in connection with its internet services. The Agency's or the Agent's password for the policy system will be provided by HPMA to Agent or Agency.
3. Agency or Agent shall only permit licensed and, where applicable, HPMA-appointed Agents, as defined in this Agreement, to utilize HPMA's internet services, including the policy system and shall not disclose, reveal, divulge or otherwise provide the Agency's or Agent's password to any third party.
4. Agency or Agent shall appoint a principal agent ("Principal Agent") who shall be responsible for the supervision of all agents and sub-agents in order to ensure full compliance with the terms of this Agreement.
5. Agency or Agent shall be responsible to ensure that it is, at all times during the term of the Agreement, in compliance with all terms and conditions which may be established from time to time by HPMA for the use of any internet services.

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6. Notice that the Agency or Agent or any of its agents has bound any insurance coverage through the policy system shall be immediately be given to HPMA and all appropriate documents including, without limitation, the binder, application, and all other supporting documents, shall be signed by the insured and binding Agent and maintained by the Agency after the coverage is bound.
7. These terms and conditions governing Agency's or Agent's use of any existing HPMA or MNIC website and software programs, including the policy system, may change without notice. Agent's or Agency's use of these websites and software constitute agreement to the terms and conditions that exist at that point in time.

### M. NOTICES.

1. Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein, or as may otherwise be required or necessitated by this Agreement, shall be given as provided for herein, and if not specifically provided, such actions may be undertaken in writing and sent via facsimile, hand delivery, overnight carrier, or by registered or certified mail or email and shall be addressed or delivered as follows:

#### As to HPMA:

HP Managing Agency, LLC  
1441 McClay Commerce Drive, Suite 101  
Tallahassee, FL 32312  
Attn: David Lockhart

As to the Authorized and, where applicable, Appointed Agency or Agent, to the name, address, fax number and email address set forth on the signature page of this Agreement.

2. Notices sent by hand delivery or facsimile transmission shall be deemed effective on the date of hand delivery or confirmed facsimile transmission. Notices sent by overnight courier shall be deemed effective on the next business day after being placed into the hands of the overnight courier. Notices sent by registered or certified mail shall be deemed effective on the third (3rd) business day after being deposited into the post office.

**N. OWNERSHIP OF EXPIRATIONS.** Following the termination of this Agreement, the Agent or Agency having promptly accounted for and paid over to HPMA premiums and other sums for which Agency or Agent is liable, the records, use and control of expirations, shall remain the property of Agent or Agency and be left in the undisputed possession of Agency or the Agent. "Expirations" means all records and information pertaining to customers, and the right, to the exclusion of the other party to this Agreement, to solicit renewals and new business from such customers. HPMA and MNIC shall retain all policies until such time as natural expiration of the existing policy occurs.



## **IND Agent/Agency Agreement**

### **O. MEDIATION/ARBITRATION.**

1. If the parties are unable to resolve a dispute arising out of or relating to this Agreement, the parties will in good faith attempt to resolve such dispute through non-binding mediation before a mediator acceptable to both sides, provided, however, a dispute relating to infringement of intellectual property rights or confidentiality shall not be subject to this provision.
2. Any controversy or claim, other than those specifically excluded, between or among the parties not resolved through mediation under the preceding provision, shall at the request of a party be determined by binding arbitration. The arbitration shall be conducted by one independent arbitrator who shall be a retired judge or attorney practicing in the areas of insurance and information technology law, as applicable. The Arbitration shall be held in Broward County, Florida in accordance with the United States Arbitration Act (Title 9, U. S. Code), notwithstanding any choice of law provision in this Agreement, and under the auspices and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of JAMS, Inc. then in effect. If JAMS, Inc. is unable or legally precluded from administering the arbitration, then it shall be conducted under the auspices and Commercial Arbitration Rules of the American Arbitration Association. Each party may serve a single request for production of documents. If disputes arise concerning these requests, the arbitrator shall have sole and complete discretion to determine the disputes. The arbitrator shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall follow the law in reaching a reasoned decision and shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for their decision. The arbitrator shall reconsider the decision once upon the motion and at the expense of a party. The Section of this Agreement entitled "Confidentiality" shall apply to the arbitration proceeding, all evidence taken, and the opinion, which shall be Confidential Information of both parties. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction.
3. No provision of this Section shall limit the right of a party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration for matters or claims based on an allegation of irreparable harm and the need for injunctive relief. The exercise of a remedy does not waive the right of either party to resort to arbitration. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either party to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

## IND Agent/Agency Agreement

4. If either party commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover, from the other party, reasonable costs incurred in connection with such enforcement including, but not limited to, attorneys' fees (at all pretrial, trial, post-trial, post-judgment and appellate levels), expenses and costs of investigation, litigation, arbitration, appeal and collection.
- P. PRINCIPAL AGENT RESPONSIBILITY.** The Principal Agent of the Agency or Agent as designated by the execution of the Agreement shall be responsible for the Agency's or Agent's compliance with, and performance of, the obligations as set forth in this Agreement.

**SIGNATURE PAGE FOLLOWS**

**AGREEMENT SIGNATURE PAGE**

**IN WITNESS WHERE OF**, the parties have set their hands and seals this \_\_\_\_\_ day of, 20 \_\_\_\_  
Signed in the presence of:

HP Managing Agency, LLC

By: 

Name: Kerrie A. Ruland

Title: Authorized Representative of HPMA

\_\_\_\_\_ Agency

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_ Agent

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

# ACH Registration Form

Please complete and e-mail to [agencyresources@HPmanaging.com](mailto:agencyresources@HPmanaging.com).

Agency Name:  HP Producer Code:

Agency Address:

City:  Zip:  County:

Telephone:  Fax:

Contact Person(s):

## ACH Authorization

I authorize HP Managing to initiate electronic credit entries to my checking/savings account as indicated below, and I authorize the following named financial institution (Bank):  to credit these entries to my account. This authority shall remain in effect until the Bank has received notification from me of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it or until the Bank has provided ten (10) days written notice of the Bank's termination. If I choose to terminate this authorization to credit my account, I will notify the Bank in accordance with my agreement with the Bank.

## Bank Information

Please note, a copy of voided check or bank letter confirming the ABA routing and account number must be submitted along with this form.

Bank routing Number <sup>For Credits:</sup>  or ABA Number  Bank Account Number

Account Holder Signature(s):

Print Name:

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
<small>(Applies to accounts maintained outside the U.S.)</small>		
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>													
				-					-				
<b>or</b>													
<b>Employer identification number</b>													
				-									

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<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.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*