

FIRST INSURANCE CORPORATION

AGENT AGREEMENT

This agreement is made the _____ day of _____, 201____, between First Insurance Corporation (“Company”), and _____, (“Agent”).

WITNESSETH:

1. **ACCOUNT STATED:** First Insurance Corporation, hereafter referred to as the (“Company”) will furnish the (“Agent”) with a monthly account showing commission payments and charges made the Agent and his agents within such accounting period. Upon receipt of the statement, the Agent shall immediately examine it, and if he/she disputes the accuracy or correctness of it, he shall return the statement to the Company with detailed statement of the dispute within 60 days.
2. **AGENTS:** Agent may appoint sub-agents subject to the licensing procedures of the Company. No agreement shall be affected unless the proposed Agent is duly licensed in the state and until an officer of the Company has executed the agreement. The Company reserves the right to refuse to appoint or to contract with any proposed or recommended Agent and to terminate any appointment with any Agent. Each sub-agent shall comply with each and every term and provision of this contract and the rules established by the Company, and the Agent shall be liable to the Company for any defaults of his/her subagents.
3. **COMMISSIONS:** Agent shall receive as compensation the applicable commissions set forth in the Commission Schedule(s) attached hereto and as may be amended or modified, from time to time, payable on premiums paid to and accepted by the Company. **The Company reserves the right to discontinue, amend and/or add any plan of insurance and to establish, amend, or modify the commissions of Agent.**
4. **INDEBTEDNESS:** Any indebtedness by you or your sub-agents to us shall be payable by you within 30 days of demand and shall constitute a first lien on any commissions or renewal commissions due or to become due to you or your sub-agents. We may, at any time, offset against all commissions accrued or to accrue to you any debt due from you or your agents arising from transactions under this or any previous Agreement with us and any indebtedness shall, at our discretion, bear interest at a maximum rate of 1.25 percent per month, which may be changed with a 30 day written notice subject to any statutory limitation. In addition, if Agent is a Corporation, L.L.C., or Partnership the principals of the Agent shall be personally liable for any and all indebtedness of the Agent. Advanced commissions shall be defined as indebtedness.

You hereby irrevocably assign to the Company any and all commission due or to become due to you from any source whatsoever to be paid to and applied by us, in payment or partial payment of any indebtedness that may be owed by you or your agents. You hereby direct and authorize any person or company with whom you may heretofore or hereafter contract to pay any such sums under this assignment upon the demand by the Company. Agent is responsible for any debit balances owed by sub-agents or any other Agent for which an override commission was received.

5. **NOTICE:** Any notice pertinent to this Agreement shall be deemed given if delivered personally or mailed to the Agent’s last known address.
6. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the domestic substantive Laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.
7. **TERMINATION:**
 1. **Voluntary Termination:** This agreement may be terminated without cause at any time by either party by giving the other party written notice of termination, which notice shall be delivered either personally or mailed to the last known address of the other party. If this agreement is voluntarily terminated, the Agent, his successors, administrators, executors, heirs or assigns shall have the vested right to receive commissions payable under this Agreement. However, before the Company can pay such commissions to the Agent’s successor, executor or administrator, that person must, within ninety (90) days of Agent’s death, obtain a temporary license from the Department of Insurance (if required by law).
 2. **Termination for Cause:** The Company elects to terminate the contract with cause because:
 - a. The Agent has violated any laws, rules and regulations of any applicable federal, state, or city government, department or bureau or committed any felony;
 - b. The Agent has acted in such a manner to affect adversely the business, good standing or reputation of the Company;
 - c. The Agent has attempted to or has induced any agent of the Company assigned to another agent to violate his/her agreement to terminate his/her relationship with such other agent of the Company;
 - d. The Agent has attempted to or has induced any policyholder of the Company to discontinue the payment of any premiums on any policy or to relinquish or replace any policies of the company;
 - e. The Agent has failed to comply with any provision of this Contract notwithstanding the Company’s written demand for compliance;
 - f. The Agent has embezzled or misapplied funds of the Company.

If this agreement is terminated with cause, the Agent shall forfeit any and all compensation and commissions on any premiums received by the Company after termination. The right of the Company to declare a complete forfeiture of any and all compensation as provided herein shall not be construed to preclude the Company’s seeking and obtaining injunctive relief or pursuing any other remedies available to the Company for such breach or threatened breach, including, but not limited to, recovery of damages. Forbearance or neglect on the part of the Company to insist upon the performance of any part of this agreement or to declare a forfeiture or termination shall not be deemed to constitute a waiver of such rights and privileges.

8. **VESTED COMMISSIONS:** The vesting of commissions under this agreement shall in no way limit or otherwise affect the right of the Company to service business on which such vested commissions are payable. Payment of such commissions to the Agent will cease when all such commissions in any preceding month amount to less than One Hundred Dollars (\$100.00) or if this agreement has been terminated for cause, whereupon no further commissions shall be payable.
9. **ADVANCED COMMISSIONS, LOAN & NOTE AGREEMENT:** WHEREAS, Agent has in force with Company an Agency Agreement which authorizes Agent to procure applications for life, accident, health, and annuity insurance and which provides for payment of scheduled commissions as premiums are paid to Company on policies issued pursuant to such applications (“Agent’s Agreement”); and WHEREAS, Agent desires to receive cash loans (hereinafter referred to as (“advances”) to be secured by such commissions scheduled in the Agent’s Agreement; NOW, THEREFORE, Company agrees to lend the Agent, and Agent promises to repay to Company, the sums described in this Loan Agreement and Note subject to the terms and conditions contained herein:
1. Amount of Advances. \$2500.00 per policy or premium payer. Subject to such maximum limitation, the amount of such advances shall be determined as follows:
 - 1.1 The amount of advances shall be a percentage of said commission, which percentage the Company, in its sole discretion, shall determine.
 - 1.2 Company may change the percentage for advances at any time. Any change made will apply to subsequent advances.
 - 1.3 From any loans hereunder, there will be deductions taken for the commission collateral lost on account on first year lapses, applications withdrawn, and policies returned to Company as “not taken”.
 - 1.4 This Loan Agreement and Note shall not apply and no advances will be made on commissions for insurance written on the life of the Agent or any member of Agent’s immediate family.
 2. Nature of Loans/Repayment. Agent agrees and understands that all monies advanced hereunder are neither salary nor an unconditional obligation owed by the Company for any purposes, and the Agent shall remain unconditionally bound to repay such sums either by direct repayment or direct deduction from commissions in respect to premiums paid to Company or both. Such sums shall first be offset against and initially repayable from Agent’s commissions; however, this right of first offset is in no way intended to be an exclusive remedy.
 3. Loans to Sub-agents. Agent also guarantees repayment to the Company of any and all loans and advances made to Agent’s sub-agents. Agent agrees that Agent is and shall remain personally liable for repayment of such indebtedness and that such liability shall be considered in the same manner as if a loan had been made directly to the Agent. Such liability continues and survives beyond the voluntary and involuntary termination of Agent’s contract.
 4. Termination. The Company reserves the right to terminate the advances under this agreement at any time with or without notice to Agent.

Name of Agent (Print)

Managing Agent’s Approval Signature

Agent’s Signature or Auth. Officer if Corp., LLC or Partnership

Commission Advance Program

Please choose your preference by checking a box below:

Option 1: 10 months

Option 2: 6 months

Advance commissions for Individual plans of insurance will only be paid for Bank Draft, Quarterly, Semi-Annual, and Annual modes at preferred rates. The balance of the first year commissions along with direct monthly billing will be paid on the Agent's monthly as-earned statement. The Agent agrees that the commissions advanced are subject to terms and conditions of the Contract and Commission Schedules between the Agent and the Company. The Company may elect without notice to terminate, or change the type of advance commissions at any time. Advances may vary among different insurance companies marketed by First Insurance Corporation.

The Company reserves the right to discontinue, amend and/or add any plan of insurance and to establish, amend, or modify the commissions of Agent.

Applications will not be advanced until policy has been delivered and accepted by the insured. Company reserves the right to not advance on any policy at Company's discretion.

IN WITNESS WHEREOF, This Agreement is executed in duplicate this _____ day of _____, 200____ and when approved by First Insurance Corporation and the appointing agent, shall be effective for all purposes as of that date.

COMMISSIONS PAYABLE TO: _____

Name of Agent (Print)

Managing Agent's Approval Signature

Agent's Signature or Auth. Officer if Corp., LLC or Partnership

Approved by First Insurance Corporation

Street Address:

City, State, Zip

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-			-		

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

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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



FIRST INSURANCE
CORPORATION

Direct Deposit Authorization

I (We) hereby authorize First Insurance Corporation (“Company”) to initiate electronic deposit of credit entries to my (our)

Checking Account

Savings Account

I agree to provide the Company advance written notice of revocation of this authorization. I also authorize adjustment of any deposit made in error. I agree to hold the Company harmless for any charges or damages, direct or indirect, related to the amount of, or the timing of, the deposits or adjustments.

Print Name of Agent (officer, if agency)

Date

Signature

Financial Information

Account Holder

Account Number

Financial Institution

Routing Number (nine-digit)

City, State, Zip

Please include a copy of a voided check

Return by fax/email to First Insurance Corp.
F: 480-949-7193
contracting@finscorp.com