



AGENCY AGREEMENT

WITNESSETH

This AGENCY AGREEMENT, by and between Allstar Underwriters Inc. Insurance Company (hereinafter called the "Company") and _____ (hereinafter called the "Agent") located in _____,

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Company hereby appoints the Agent as an agent and the Agent accepts the appointment subject to the following terms and conditions:

I. AGENT'S AUTHORITY AND DUTIES

- A. The Agent is an independent contractor and not an employee of the Company. The Agent shall be free to exercise his own judgment as to the persons from whom he shall solicit insurance and the time, place, and manner of such solicitations. The Agent shall have the exclusive control of his time, the conduct of his Agency and the selection of Companies he will represent.
- B. The Agent is authorized on behalf of the Company, during the term of this Agreement:
 - 1. To solicit and submit applications on such classes of risks as the Company may, from time to time by letter of instruction, rating software, underwriting guidelines or other written instructions, authorize Agent to write.
 - 2. To bind the Company on and execute insurance contracts on such lines of business as the Company and Agent are legally permitted to write. The Agent will only bind coverages and limits of liability in accordance with any letter of instruction, rating software, underwriting guidelines or other written instructions furnished to the Agent by the Company.
 - 3. To collect and receive premiums.
 - 4. To request that the Company cancel policies where cancellation is legally permissible.
- C. It is agreed and understood that Agent is not authorized to backdate the inception date of any policy or endorsement. The inception date of any policy issued may not be prior to both the completion of the appropriate application with all required signatures and Agent's receipt of the appropriate premium payment.

- D. The Agent shall forward copies of all applications, certificates, endorsements, and binders issued by the Agent, or otherwise notify the company in writing or via an electronic medium approved in writing by the Company of all applications, liability limits and coverages bound, not later than 3 business days following the inception date of coverage or the date of acceptance of such coverage, whichever occurs first. Agent shall forward to Company copies of all premium finance agreements within 3 business days.
- E. The Agent shall remit any and all premium in gross to the Company within 1 business day of receipt by the Agent. Further, Agent agrees to hold all premiums collected by him as fiduciary in trust for the Company until payment shall have been duly made to the Company.
- F. The Agent shall not publish or distribute any advertisements, circulars, or other material referring to the Company or containing the Company's name without first securing advance written approval from the President of the Company.
- G. It is agreed and understood that all Company supplies, underwriting, guidelines, software, passwords, access to the Company's computer and records, and promotional materials furnished to the Agent by the Company shall always remain the property of the Company and shall be accounted for and returned by the Agent to the Company upon demand or automatically upon termination of this Agreement.
- H. All records of the Agent pertaining to the business of the Company shall be subject to inspection at any time by a representative of the Company. This review of Agent's records includes inspections for claims investigation.
- I. It is agreed and understood that Agent has no authority to permit a broker, solicitor, or subagent not duly appointed by the Company to bind the Company on a risk, or to charge a prospective insured any policy fee on behalf of the Company unless such fee is prescribed in the Company's rating software, underwriting guide or other written instructions. Agent shall not place business with the Company that was produced by someone who is not appointed for the Company's business for the Agent. In addition, Agent shall have no authority to issue endorsements, renewal notices, and cancellation notices, to adjust claims or to settle claims.
- J. Agent shall be responsible for securing and keeping in effect the required license for Agent and Agent's officers, employees and solicitors and Agent shall not solicit any lines of insurance except authorized by contract. The Company prior to Agent submitting business to the Company must appoint each individual within the Agent's agency that handles the Company's business. Agent must notify the Company within 10 business days of any changes in the status of a licensed Agent (e.g. change in name due to marriage, divorce, agent terminated from agency, new employee hired, loss or termination of insurance license).
- K. Agent shall report all claims, losses and lawsuits to the Company immediately after Agent becomes aware of them. Agent shall forward any lawsuits or complaints to

Company immediately. Agent must cooperate in the investigation of all claims arising under the policies procured by Agent.

- L. It is agreed upon and understood that as a condition precedent to entering into this Agreement that the Company shall have the right to conduct background checks on all officers, employees, etc., of Agent to verify their fiduciary trust and integrity. The Agent shall submit on an annual basis a list of all licensed agents in their agency that require appointments for Company's business.
- M. The Agent shall comply with all laws and regulations, including privacy laws and regulations, governing the Company and the Agent's actions on behalf of the Company with respect to the insurance business written within the scope of this Agency Agreement.

II. INDEMNIFICATION OF AGENT

- A. The Company shall indemnify and hold the Agent harmless against any claims, liability or costs of defense which the Agent may become obligated to pay as a result of loss to policyholders caused directly by an error of the Company in the processing of policies under this Agreement except to the extent that the Agent has caused, contributed to, or compounded such error.
- B. The Company's obligation to indemnify shall be conditioned upon prompt notification by the Agent to the Company of any claim made and/or legal action brought against the Agent to which is subject to indemnification as set forth above and the Company shall have the right to direct or to participate in with the permission of any Errors and Omissions carrier, the investigation, settlement and defense of any such claim or action. If the Agent fails to promptly notify the Company of any action or fails to cooperate fully with the Company in the defense of such action, the Company shall be relieved of its indemnification obligations hereunder.

III. INDEMNIFICATION BY AGENT

- A. The Agent shall indemnify and hold harmless the Company against any claims, liabilities or costs of defense which the Company may become obligated to pay as a result of any violation of this Agreement or the Company's underwriting guidelines by the Agent.
- B. The Agent shall be responsible for all attorneys' fees incurred by the Company necessary to enforce this Agreement.
- C. The Agent agrees to reimburse Company the full amount of any financial loss caused or contributed to by unremitted premiums on business produced by Agent or caused by any other breach of duty, bad faith, fraud, or dishonesty on the part of Agent or his or her employee(s).

IV. AGENT'S ERRORS AND OMISSIONS INSURANCE

The Agent shall purchase, pay for and continue to maintain errors and omissions insurance in such amount as it, in its sole discretion, deems necessary with regard to and until the expiration of all of its liabilities under this Agreement. However, in no case shall the Agent purchase, pay for, or continue to maintain less than \$500,000 per occurrence of such errors and omissions insurance.

V. COMMISSIONS

- A. The Company agrees to pay commissions to the Agent in accordance with the rates and conditions as promulgated by the Company from time to time.
- B. The Company agrees to pay such commissions to the Agent within 20 days after the end of the month in which the premium is received and recorded by the Company.
- C. The Agent agrees that undistributed commissions in the hands of the Company at any time may be applied to and constitute an offset against any monies due the Company from the Agent.
- D. The Agent agrees to refund to the Company any return commissions on policy cancellations, renewals not taken, and premium reductions at the same rate at which commissions were originally paid to the Agent within 20 days of notice from the Company. Commissions paid based on written premiums earned over the life of the policy.

VI. DIRECT BILLED POLICIES

- A. With respect to direct-billed business:
 - 1. The Agent agrees to collect and remit to the Company the initial premium within 3 business days together with each completed application.
 - 2. The Company shall bill all renewal or adjustment premiums direct to the insured or to a designated lending institution or servicing agency holding such premiums in escrow or reserve, and such premiums shall be payable in gross to the Company.
 - 3. Should any renewal, additional or endorsement premiums on business written pursuant to this Agreement come into the Agent's hands, the Agent shall remit said premium in gross to the Company within 1 business day of receipt by the Agent the time period set forth from time to time by the Company. Further, Agent agrees to hold all premiums collected by him as fiduciary in trust for the Company until payment shall have been duly made to the Company.
 - 4. The Company shall pay the Agent, as full compensation on premiums remitted to or collected by the Company, commissions at the rates specified in writing from time to

time by the Company. The Company agrees to pay such commissions to the Agent within 20 days after the end of the month in which the premium is received and recorded by the Company.

- B. Unless authorized by the Agent, the Company shall not sue or permit the use of its records of business placed by the Agent with the Company to solicit individual policyholders for the sale of other lines of insurance. However, the Company may provide direct bill policyholders information of general interest such as broader perils, available options for deductibles, loss reduction information or other optional coverages as may be permitted by law.
- C. Unless otherwise stipulated in writing by the Company, it is agreed that when the Company cancels a policy, the Agent cannot reinstate coverage without prior approval of the Company after the policy has been terminated for more than 30 days.

VII. OWNERSHIP OF EXPIRATIONS

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

VIII. SUSPENSION OF AUTHORITY

In the event of premium or accounting delinquency of any other violation by the Agent of the provisions of this Agreement, the Company will notify the Agent in writing that, effective immediately, all authority of the Agent to bind or write any new or renewal business is suspended. However, in all other respects, the Agent's and Company's rights and obligations under this Agreement will remain in full force and effect.

IX. TERMINATION OF THIS AGREEMENT

A. This Agreement shall terminate:

1. Automatically if any public authority cancels or declines to renew the Agent's license or certificate of authority.
2. Automatically on the effective date of the sale, transfer, merger, or consolidation of the Agent's business unless the Company has previously agreed to the sale, transfer, merger, or consolidation and entered into a new agreement.
3. Upon either party giving written notice to the other unless otherwise prohibited by law.

B. If this Agreement is terminated as provided in Sub-Section A.2. above, the provisions of Section X below shall immediately become effective upon such notice.

C. If the Agent is delinquent in either accounting or payment of monies due to the Company, the Company will, by written notice to the Agent, immediately terminate, suspend, or modify any of the provisions of this Agreement.

X. MODIFICATION OF AGREEMENT UPON TERMINATION

A. The Company shall continue to provide to the policyholders all normal and appropriate Services on all in force insurance contracts without interruption.

B. The Agent shall not accept new applications, bind any new risk or increase or extend the Company's liability under any insurance contract.

C. The Agent shall continue to provide the policyholders all normal and appropriate services on all in force insurance contracts without interruption.

D. Unexpired policies shall continue in force until anniversary or termination, whichever occurs first.

E. The authority granted to the Agent is limited to those items under section I.B., Subsections 3. and 4., until all in force insurance contracts have expired or been terminated and premiums thereon collected.

XI. ABANDONMENT OF AGENT'S BUSINESS

Upon the abandonment of the Agent's business the use and control of expirations shall be vested in the Company.

XII. SUCCESSOR CLAUSE

- A. The Agent agrees to give advance notice to the Company of any sale or transfer of the Agent's business or a consolidation with a successor firm.
- B. Upon the sale, transfer or merger of the Agent's business, the successor shall guarantee and shall be responsible for all liabilities of Agent, including but not limited to, unearned commissions. In addition, all the terms and provisions of this Agreement shall bind the successor.
- C. The successor firm shall not be considered an Agent of the Company unless and until a written Agency Agreement is executed.

XIII. GENERAL PROVISIONS

- A. This Agreement may be supplemented, amended, or revised only in writing by mutual agreement of the Agent and the Company.
- B. This Agreement may not be modified by any subsequent practice or courses of dealings of the parties.
- C. Agent has no authority to admit liability on the part of Company or any of its policyholders or insureds in any manner.
- D. Failure of the Company of any reason to insist upon compliance by the Agency with the provisions of this Agreement or the rules and regulations of the Company shall not be construed as or constitute a waiver thereof.

XIV. PRIOR AGREEMENTS

This Agreement supersedes and replaced as of its effective date all previous agreements, whether oral or written, between the Company and the Agent.

XV. GOVERNING LAW

The laws of North Carolina shall govern this Agreement unless otherwise agreed to in writing by the Agent and the Company.

XVI. CONFORMITY TO STATE STATUTES

The provision of this Agreement is intended to be in full conformity with the governing law as defined in Section XII. above. If any provision of this Agreement conflicts with such governing law, such provision is modified to comply with such law.

XVII. SEVERABILITY

Any provisions of this Agreement that is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibiting or unenforceability without invalidation of the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

XVIII. ARBITRATION

In the event of any dispute arising out of or under this Agency Agreement between the Agent and the Company, except for termination by either the Company or the Agent, both the Agent and the Company agree to submit such disagreement to arbitration. There shall be three arbitrators, one of whom shall be selected by the Agent, one of whom shall be selected by the Company, and a third arbitrator who shall be selected by those two arbitrators who have been selected by the Agent and the Company. The determination of the arbitrators shall be final and binding on all parties.

XIX. NOTICE

For purpose of this Agency Agreement, any notice required by this Agreement must always be written, unless otherwise stated in a particular part of this Agreement. Whenever notice is required (a) by the Company, the mailing of a notice via certified mail, return mail, or certified mail, return receipt requested, posted prepaid to the last known address of the Agent as shown by the Company's records shall constitute notice; (b) by Agent, the mailing of a notice via certified mail, return receipt requested, postage prepaid to the business office of the Company at Post Office Box 829, Clayton NC, 27528 Attention: President of Allstar Underwriters Inc, shall constitute notice.

I certify that I am the Agent or that I have been granted authority by the Agent to execute this Agency Agreement on his or her behalf.

Effective Date: This Agreement shall be effective as the _____ day of _____ 20__

COMPANY: _____ **Insurance Company**

COMPANY SIGNATURE/TITLE: _____

AGENT:

AGENT'S SIGNATURE/TITLE: _____

AGENT NAME: _____

AGENT ADDRESS: _____

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: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
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.