



instructions

- Complete and sign the application. Be sure to include your tax ID number or SSN#.

Seven Corners, Inc. • 303 Congressional Boulevard • Carmel, IN 46032 or Fax at 317-575-2870

- Once the Application is received and approved by Seven Corners, Inc., a copy will be sent back to you along with a contract and marketing supplies.

An Agency Contract Application must be received and approved in order for Seven Corners, Inc. to pay commissions to you or your agency.

- Is this a sub-agent contract application? Yes No (Yes must be checked if this agent will be a contracted sub-producer of another agent)

section 1 » agent, corporation, or agency information

Complete an Agency Contract Application for each licensed individual submitting applications through a Corporation or Agency.

Form with fields for Corporation Name, Address, Telephone, Contact Name, License expiration, and Beneficiary Designation.

*A Tax ID# or SSN# MUST BE PROVIDED in order for Seven Corners, Inc. to pay commissions.

section 2 » confidential history and background information

- 1. Do you have any unsatisfied judgments, liens or garnishments against you? Yes No
2. Have you filed a bankruptcy petition or been declared bankrupt or insolvent? Yes No
3. Has a bonding company denied, paid out on, or revoked a bond for you? Yes No
4. Have you been convicted of a felony or misdemeanor (other than a traffic offense) in the last 5 years? Yes No
5. Have you ever had an insurance license suspended or revoked, or not renewed by any licensing authority? Yes No
6. Have you ever been disciplined by any licensing authority? Yes No
7. Have you ever had complaints filed against you with the DOI or other state regulatory agency? Yes No
8. Has any errors and omissions company received a charge or complaint against you? Yes No
9. Do you have Errors and Omissions insurance? Yes No
10. Have you ever been contracted with Seven Corners, Inc. prior to this application? Yes No

Explanations of any "Yes" answers and/or additional comments:



section 3 » signature section

PLEASE NOTE THAT THIS COMPLETED APPLICATION MUST BE RECEIVED AND APPROVED BY SEVEN CORNERS, INC. PRIOR TO PAYMENT OF COMMISSIONS TO ANY ENTITY OR INDIVIDUAL. AGENT AND AGENCY MUST BE LICENSED IN THE APPROPRIATE STATE(S) OR TERRITORY(S) BEFORE RECEIVING PAYMENT OF COMMISSION. PLEASE ATTACH COPIES OF ALL CURRENT LICENSES. SEVEN CORNERS WILL BE UNABLE TO PROCESS COMMISSIONS WITHOUT THIS COMPLETED APPLICATION AND APPROPRIATE STATE(S) LICENSES OR ANY EQUIVALENT FOREIGN JURISDICTION LICENSE.

COMPLETED W-9 MUST BE SUBMITTED ALONG WITH THIS APPLICATION

I authorize the release of commission payments to the licensed person or entity indicated in Section 1 and further agree to indemnify and hold Seven Corners, Inc. and their insurance carriers harmless from any liability resulting from or arising out of any payments made in accordance with such designations.

I have read the Agent Contract and understand all of the terms and provisions of the Agent Contract. I understand the Agent Contract wording may be adjusted from time to time; the current wording is available from Seven Corners, Inc. If appointed, I agree to comply with and be bound by the terms of the Agent Contract, and all of the guidelines, rules, bulletins, or other written instructions issued by Seven Corners, Inc., now in force or as they may be hereafter promulgated, amended or supplemented and all applicable laws and regulations of any insurance department or other government authorities having jurisdiction over Seven Corners, Inc., its carriers or any subject matter of any contract. If Agent is a corporation, an authorized officer must sign and indicate the Officer's title.

If the General Agent section is completed below, I understand that I am applying for contracting with Seven Corners as a sub-producer.

I affirm that all of the information provided on this application is true and accurate.

Signature: _____
(Please Do Not Print)

Date: _____

Title: _____
(if applicable)

On behalf of Seven Corners, Inc.

Officer of Seven Corners, Inc.

Date: _____

section 4 » general agent section (if applicable)

To be completed only by General Agent when contracting sub-producers:

General Agent's Name and Address: MCIS Multichoice Insurance Services, LLC 40461 Fremont Blvd Fremont , CA 94538

Seven Corners, Inc. Agent Number: 8775

What commission percentage should sub-producer receive? 10%

Please note that sub-producers are agents who you will support in distributing Seven Corners products. If continued support is not maintained, agent-subagent relationship may be dissolved.

DO NOT COMPLETE THIS SECTION. HOME OFFICE USE ONLY.

Commission: _____ RGA#: _____ MGA#: _____ GA#: _____ Agent#: _____

Seven Corners, Inc. Dev.: _____ Date Received: ___/___/___

Application was approved by Seven Corners, Inc. and returned on: ___/___/___

Seven Corners, Inc.#: _____

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <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 Line 1 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
or
Employer identification number

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

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 ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

The Administrative Company, Seven Corners, Inc. (The "Company"), and the Undersigned Applicant (The "Agent")

IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS SET FORTH HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE COMPANY AND THE AGENT HEREBY AGREE AS FOLLOWS:

1. Appointment and Independent Contractor Relationship

- A. The Company hereby appoints the Agent, as its non-exclusive agent, to produce applications on behalf of the Company for approved products.
- B. In providing services under this Contract, the Agent will act as the Company's independent contractor. The Agent will not be the Company's employee or partner. Nothing contained in this Contract will create, or be construed as creating, the relationship of employer and employee, partner, joint venturer, or of franchisor and franchisee between the Company and the Agent or between the Company and any employee of the Agent. Neither party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of, or on behalf of the other party except as expressly set forth in this Contract.

2. Agent Authority

- A. The Agent is authorized to solicit applications for the Products, provided that such authorization is limited to those states or territories where the Company is authorized to do business, and subject to the Agent's compliance with all applicable laws, ordinances, codes, regulations, and licensing requirements at the time of solicitation, and to the terms and conditions set forth in this Contract.
- B. In connection with the production of applications covered by this Contract, the Agent is authorized to receive checks made payable to the Company. The Agent may request written authorization from the Company to accept a check made payable to a person other than the Company. Such written consent may be provided by the Company in its sole and absolute discretion. Under no circumstance is the Agent permitted to accept any check for an amount in excess of \$5,000 that is not made payable to the Company.
- C. To market the Products, the Agent may only use the Approved Material. "Approved Material" means any material in any medium (print, electronic, or otherwise) for publication or distribution, advertisement, circular, statement, product illustration, or any other material provided by the Company to the Agent related to the Products and designated by the Company as an approved marketing material. The Agent may not alter any Approved Material without the prior written approval of the Company, which the Company may grant or deny in its sole and absolute discretion. The Company retains exclusive ownership of the Approved Material, and any Approved Material in the Agent's possession shall immediately be returned upon the Company's request.
- D. The Agent is free to exercise personal judgment as to the time and manner of performing services authorized under this Contract, subject to compliance with all applicable laws, ordinances, codes, and regulations and such rules of professional business conduct as the Company may adopt. Notwithstanding the foregoing, the Agent specifically agrees that: (1) the Agent will not use high-pressure sales tactics; (2) the Agent will not misrepresent any benefit, condition or limitation of a Product; (3) the Agent will comply with applicable requirements of all federal, state, and local laws, ordinances, codes, and regulations, including, but not limited to, insurance and consumer laws; (4) the Agent will disclose all Product conditions, exclusions, and limitations to clients; (5) the Agent will not advise an applicant to omit information that is responsive to any question on an application for a Product; and (6) the Agent will not alter or amend any answer given by an applicant on an application for a Product.
- E. The Agent has no authority to make, alter, modify, or discharge any Product, policy, application or contract; extend any provision thereof; extend the time for payments; waive any forfeiture; deliver any individual Product, policy or contract unless the proposed covered person thereunder is at the time in good health and insurable condition; incur any debts or expenses for which the Company may be liable; receive any money for the Company except as authorized under Section 2(B) or by the Company in writing; withhold or convert to the Agent's own use or for the benefit of any third party any moneys, securities, policies or receipts belonging to the Company; or accept payments in other than the currency of the United States of America.
- F. The Agent must promptly submit to the Company any application for a Product.
- G. If the Agent exceeds the authority granted by the Company pursuant to this Contract, or fails to abide by the authority limitations set forth in this Contract, and such act or omission results in loss to the Company, the Agent will defend and indemnify the Company for such loss, including the costs and attorneys' fees associated with such loss.

3. Proprietary Marks

- A. Agent acknowledges that the Company is the owner of all right, title and interest in and to the Company's proprietary marks including, without limitation, SEVEN CORNERS, ROUNDTRIP, LIAISON, COVERAGE THAT MAKES IT THROUGH CUSTOMS, YOUR INSURANCE MAY HAVE SHIFTED DURING FLIGHT, INBOUND, RESIDE, WANDER, BORDERCROSS and WELLABROAD, and the goodwill associated with and symbolized by them (collectively, the "Marks"). Except for the limited license granted herein, Agent will have no claim of any right, title or interest in and to the Marks.
- B. The Company grants Agent a limited license in the Marks for the sole purpose of marketing the Products. Agent agrees that the nature and quality of all services rendered by Agent in connection with the Marks will conform to standards set by and be under the control of the Company. Agent also agrees to cooperate with the Company in facilitating the Company's control of the quality of services rendered, to permit reasonable access for inspection of Agent's operation, and to supply the Company with specimens of all uses of the Marks upon request.
- C. The right to use the Marks granted to the Agent is non-exclusive, and the Company has the absolute right to, among other things, (i) use the Marks in connection with selling products and services and (ii) grant other licenses for the Marks.
- D. Unless authorized by Company in writing, Agent may not use any of the Marks as a legal, corporate, or domain name. If Agent desires to use the Marks in any manner not authorized by this Contract, the Agent must disclose such proposed use to Company for approval and may not use the Marks until Company, in its sole and absolute discretion, approves of such proposed use in writing.

4. Agent Compensation

- A. As full compensation for services performed under this Contract, the Company will pay the Agent commissions at the rates specified in the Commission Schedule(s) which will be provided to you upon receipt of the completed Agency Contract Application. The commissions will be based on actual premiums paid on Agent Originated Policies. "Agent Originated Policies" means policies issued by the Company on applications submitted by the Agent prior to the termination of this Contract. Payment of commissions shall be subject to the Agent's satisfaction of all the terms and conditions set forth in this Contract.
- B. The Agent may not deduct or retain commissions from any gross payments, premiums, or other moneys received or collected on behalf of the Company without the written consent of the Company.
- C. The Company will pay the Agent any commissions to which the Agent is entitled under this Contract after the later to occur of: (a) the due date of the payment, or (b) receipt of the payment in cash, credit or credit card by the Company at its notice address.
- D. The Agent will be paid a commission on account of a Product only for so long as (1) the Agent is designated as "Agent of Record" by the participating employer or policyholder on the date payment is received by the Company, and (2) the Agent is servicing the client in a manner satisfactory to the Company.
- E. No commissions will be payable to the Agent on account of waived payments or payments refunded for any reason except under an experience rating agreement. If the Agent receives commissions for payments that are subsequently refunded or waived, the Agent will promptly return such commission to the Company upon notice from the Company. Any portion of the commission that remains unpaid will constitute indebtedness of the Agent to the Company and the Company may deduct such indebtedness from future commission payments as set forth in Section 6(E).
- F. The Agent will not receive additional compensation or reimbursement for expenses incurred performing services under this Contract.
- G. If the Agent is a natural person and this Contract terminates due to the death of the Agent, all unpaid commissions due to the Agent under this Contract will be paid to the beneficiary designated on the Agency Contract Application, or, if no beneficiary is designated, the executor or administrator of the Agent's estate.
- H. If the Agent is a corporation, partnership, or other entity and this Contract terminates because of the voluntary or involuntary dissolution of the Agent, the Company will not pay any further commissions to the Agent after the date of dissolution.
- I. The Company has the right to change or withdraw Products, introduce new Products, or change Commission Schedules by notifying the Agent in writing of such changes. A Commission Schedule may be amended by written notice to the Agent. The amendment shall take effect thirty (30) days after delivery of the notice. No such amendment shall affect commissions payable with respect to any Product sold prior to the effective date of such amendment, but all renewals will be subject to the revised Commission Schedule.



5. Termination

- A. This Contract may be terminated, without cause and without any fees, charges, or penalties, by either party upon thirty (30) days written notice to the other party. The Company may, in its sole and absolute discretion, terminate this Contract for cause, which include the following:
1. The breach by the Agent of any covenant, provision, representation, or warranty set forth in this Contract upon notice by the Company to the Agent of such breach, and the Agent's failure to correct such breach within ten (10) days after such notice;
 2. The failure by the Agent to perform any obligation imposed upon it by this Contract within a period of ten (10) days after notice by the Company to the Agent; and/or,
3. The violation by the Agent of the Company's trademarks or intellectual property rights.
- B. If the Agent is a natural person, this Contract will immediately terminate upon death of the Agent. If the Agent is a corporation, partnership, or other entity, the death of any owner will not terminate this Contract, provided that the surviving owners are validly licensed and appointed to represent the Company.
- C. If the Agent is a corporation, partnership, or other entity, this Contract will immediately terminate upon the voluntary or involuntary dissolution of the Agent or the disqualification of the Agent to do business under applicable state laws.
- D. This Contract will immediately terminate upon the insolvency of the Agent, the Agent filing a petition for bankruptcy or the initiation of involuntary bankruptcy proceedings against the Agent.
- E. This Contract will immediately terminate if the Agent's license is revoked, suspended, terminated, or is not renewed.
- F. This Contract will immediately terminate if the Agent fails to submit an application for an approved Product to the Company in any twenty-four (24) month period.
- G. This Contract will immediately terminate if any action is initiated against the Agent alleging violation of any federal, state, and local laws, ordinances, codes, and regulations, or if any action taken or sanctioned by the Agent, without prior knowledge and approval of the Company, results in the cancellation or surrender of Products issued by the Company.
- H. Upon termination of this Contract, the Agent must immediately pay all sums due to the Company. If this Contract is terminated pursuant to Sections 5 (A), 5(E), or 5(G), no commissions will be due to the Agent after the date of such termination.
- I. Upon termination of this Contract, Agent must (i) immediately cease using in any manner whatsoever, the Marks, any trade secrets, or confidential information of Company, (ii) immediately cease soliciting prospective clients, and (iii) immediately cease using all web sites, signs, advertising materials, displays, stationary, or any other articles that incorporate the Marks.

6. General Provisions

- A. Cooperation. The Agent will cooperate with the Company concerning any investigations arising from claims adjudication or otherwise.
- B. Confidential Information. The Agent acknowledges that, during the course of performance under this Contract, the Agent may have access to the Company's confidential/proprietary information, including, but not limited to, confidential information which relates to the Company's business operations, marketing strategies, promotional materials, trade secrets, technology, commission structure, pricing, underwriting and the terms of this Contract (collectively, the "Confidential Information"). The Agent agrees to maintain in confidence and not to copy, disclose, or distribute any of the Company's Confidential Information, or any part thereof, without the prior written consent of the Company. The obligations of confidentiality shall not extend to information publicly or generally available or known to the public, lawfully disclosed to the recipient by a third party, or independently developed by the Agent.
- C. Records and Supplies. All records maintained by the Agent hereunder and all books, rate manuals, forms and other supplies furnished to the Agent by the Company, including all Confidential Information, will remain the property of the Company and must be returned to the Company promptly following termination of this Contract.
- D. Underwriting. The Company reserves the right, at its sole and absolute discretion, to decline any application for coverage, to refuse to renew any coverage, to withdraw any Product, or to return directly to covered persons or applicants any payments submitted to the Company. The Agent expressly waives any right to contest an underwriting decision by the Company, and the Agent expressly waives any liability against the Company for an underwriting decision.

6. General Provisions (cont.)**E. Indebtedness.**

1. Any amount owed by the Agent to the Company for any reason shall constitute indebtedness of the Agent to the Company (the "Indebtedness").
2. The records of the Company concerning the Indebtedness are deemed prima facie evidence of the existence and authenticity of the Indebtedness. The Indebtedness is due and payable to the Company upon demand.
3. The Agent will be responsible for any costs, including reasonable attorney fees, interest and other collection expenses, incurred by the Company in connection with the Indebtedness. Such costs are payable upon demand.
4. The Agent authorizes the Company to offset the Indebtedness against any sums due or becoming due to the Agent. The Agent hereby grants to the Company a first priority lien in all commissions becoming due under this Contract to secure the Indebtedness, and authorizes the Company to file any financial statement it deems necessary to perfect its security interest.

F. Assignment. The Agent will not assign or otherwise dispose of this Contract or its right, title or interest therein, or any part thereof, to any individual, partnership, or corporation, or other entity or person without the prior written consent of the Company in its sole and absolute discretion. The Company shall have the right to assign or otherwise dispose of this Contract or its right, title, or interest therein, or any part thereof, to any individual, partnership, or corporation or other entity or person without the prior written consent of the Agent.

G. Amendment. Except for the Company's rights in Section 4(l), this Contract may be amended only by a writing signed by duly authorized representatives of both parties.

H. Indemnification. The Agent hereby agrees to defend, indemnify, and hold harmless the Company and its agents, affiliates, officers, directors, shareholders and employees (collectively, "Indemnified Parties") from and against any losses, claims, damages, expenses, or liabilities, joint or several, to which the Indemnified Parties may become subject insofar as such losses, claims, damages, expenses, or liabilities (or actions in respect thereof) arise out of or are based upon or relate to the actions or omissions of the Agent and/or the Agent's Sub-Producer(s), whether negligent or intentional. The Agent will pay the Indemnified Parties for any legal or other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such loss, claim, damage, expense, liability, or action.

I. Errors and Omissions Coverage. The Agent shall maintain at all times that this Contract is, in effect, an Errors and Omissions policy. The Agent's Errors and Omissions policy must expressly list the Company as an additional insured. The Agent is solely responsible for determining whether additional coverage is required to protect the Agent. Upon request from the Company, the Agent shall deliver certificates of insurance on a form acceptable to the Company. Each policy of insurance shall contain a clause that provides thirty (30) days advance written notice to the Company in the event of cancellation or expiration of the policy or of any change in the policy of any nature.

J. Legal Papers. Within twenty-four (24) hours after the Agent is served with any paper in connection with any legal proceeding that involves or potentially involves the Company, the Agent must transmit the same to the Company by overnight mail. The Agent must reimburse the Company for any loss or expense to the Company caused by the Agent's failure to comply with this provision.

K. Notice. Unless otherwise specified in this Contract, any notice, request or other communication to be given by either party under this Contract must be in writing and delivered in person or sent by (1) registered or certified mail, postage prepaid, with return receipt requested or (2) an overnight courier guaranteeing overnight delivery to the Company at 303 Congressional Boulevard, Carmel, Indiana 46032 Attn: President or Marketing Vice-President, and to the Agent at the last known address appearing in the Company's records. Notice will be deemed delivered on receipt if delivered by hand or on the third business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

L. Governing Law. This Contract and the validity, construction, effect, and enforcement hereof and the obligations, rights, and remedies of the parties under this Contract shall be construed, governed, and enforced in accordance with the laws of the State of Indiana, without regard to conflicts of law principles.

M. Jurisdiction. The Agent expressly agrees to be subject to the exclusive jurisdiction of the state and federal courts of Indiana regardless of Agent's legal domicile, the place of the transaction, or the principal place of business of the Agent. The Agent further agrees that any action will be venued in the circuit or superior court of Hamilton County in the state of Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division, and the Agent agrees to waive its rights to a change of judge or removal.

6. General Provisions (cont.)

- N. Attorneys' Fees. In the event that any legal proceeding is brought by or against the Company in connection with this Contract and the Company prevails in any such legal proceeding, the Company will be reimbursed by the Agent for reasonable attorneys' fees and costs incurred in connection with such proceeding. Such attorneys' fees and costs are payable upon demand.
- O. Remedies. No remedy herein conferred upon or reserved to the Company is intended to be or shall be exclusive of any other remedy, but every remedy herein provided shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, or by statute. Every such right and remedy may be exercised from time to time and as often as may be deemed expedient. No delay or omission by Company to exercise any such right or remedy shall be construed to be a waiver thereof or an acquiescence therein.
- P. DISCLAIMER AND LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, WHETHER BASED ON A THEORY OF TORT, CONTRACT, EQUITY, OR ANY OTHER LEGAL THEORY, WILL THE COMPANY BE LIABLE TO THE AGENT FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS OR LOSS OF BUSINESS, ARISING OUT OF THIS CONTRACT OR RELATING TO AGENT'S RELATIONSHIPS AND/OR CONTRACTS WITH ANY SUB-AGENTS. This limitation of liability applies regardless of whether the Company had reason to know, or in fact knew of the possibility of any damages. The maximum liability of the Company is limited to an amount not to exceed the amount the Company paid to the Agent in commissions under this Contract in the immediate six (6) months preceding the date any alleged damage occurred.
- Q. Severability of Provisions. Each provision of this Contract shall be considered separable and if for any reason any provision is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect the remaining provisions of this Contract.
- R. Entire Agreement. Except for "Single Case Agreements" for commissions on group and/or individual policies, and any contracts, agreements, and amendments executed by the parties subsequent to the Effective Date, this Contract, including the Agency Contract Application and licensing material and all exhibits attached hereto, sets forth all (and is intended by all parties to be an integration of all) of the representations, promises, agreements, and understandings among the parties to this Contract with respect to the relationship between the parties.

7. Effective Date

This Contract will be effective after it has been signed by the Company and the Agent has provided satisfactory evidence to the Company that the Agent is licensed to sell the Company's products in the state or territory where the Agent proposes to do business.

The Agent represents by signing this Contract in Section 3 that the Agent has read and fully understands the terms of the Contract.