

AGENT APPOINTMENT & CONTRACTING COVER SHEET

Return your appointment materials to:

EMAIL: mike@allamericanbrokers.com

-OR-

FAX: 214-821-6676

-OR-

MAIL:

All American Brokers
Attn: Contracting
6333 E. Mockingbird Lane
Suite 147-901
Dallas, Texas 75214



Mike Crowston
1-800-462-2322 Ext. 1001

www.AllAmericanBrokers.com



TOKIO MARINE
HCC

Medical Insurance Services Group
All American Brokers
6333 E. Mockingbird Lane
Suite 147-901
Dallas, Texas 75214

Mike Crowston
mike@allamericanbrokers.com
Extension: 1001
Toll Free: 800-462-2322
Local: 214-821-6677
Fax : 214-821-6676

Tokio Marine HCC MIS Group Producer Agreement

This Producer Agreement is made between Tokio Marine HCC MIS Group (hereafter "HCCMIS") with administrative offices at 251 North Illinois Street, Suite 600, Indianapolis, IN 46204, and the party named as Producer herein ("Producer"), and shall be effective as of the Effective Date set forth below. The parties agree as follows:

Producer License: With respect to all jurisdictions in which Producer conducts its business and that require by rule or applicable law that Producer be duly licensed as an insurance agent, agency, or broker in order to lawfully transact business as contemplated herein, Producer represents and warrants to HCCMIS that it is duly licensed and will maintain such license(s) in active status and in good standing at all times this Producer Agreement is in effect. In addition, Producer agrees to furnish copies of such licenses upon request by HCCMIS.

Authority: HCCMIS authorizes Producer to (a) obtain applications for insurance policies and/or certificates ("Policies") and submit same to HCCMIS for consideration; (b) collect and remit initial required premiums to HCCMIS; (c) deliver Policies issued by HCCMIS to accepted applicants, if so requested by HCCMIS.

Limitation of Authority: It is understood and agreed that Producer and its employees, agents, and representatives shall have no authority to, and shall not under any circumstances: (a) accept risks, pass upon insurability, or bind HCCMIS in any way; (b) make or modify Policies on behalf of HCCMIS or waive any of HCCMIS's rights or requirements; (c) collect or receive premiums or renewal premiums on Policies other than the initial required premium; (d) endorse, cash, or deposit any checks or drafts payable to HCCMIS; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of HCCMIS; (f) advertise or publish any matter or thing that uses any of the names, product names, trademarks, service marks, registered marks, designs, or logos of HCCMIS, its insurers or their respective subsidiaries, affiliates, or related companies without the express prior written consent of HCCMIS (granted or withheld at its sole discretion); (g) directly or indirectly induce, cause, or endeavor to induce or cause any Agent, General Agent, Managing General Agent, or other producer or broker independently contracted with HCCMIS to terminate, default under, breach, or alter its producer contract with HCCMIS; or induce, cause or endeavor to induce or cause any Policyholder to cancel, replace or lapse a Policy; or (h) do or perform any act or thing other than those expressly authorized herein.

Relationship: The parties agree that Producer acts solely as an independent contractor and for its own account, and this Agreement shall not create an employer-employee, principal-agent, master-servant, representative, profit-sharing, or joint venture relationship or partnership of any kind between or among Producer (or any Sub-Producer) and HCCMIS or its insurers.

Reciprocal Indemnity: Producer agrees to indemnify and hold HCCMIS and its insurers harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by Producer or Producer's directors, officers, employees, or agents, of the obligations of Producer under this Agreement. Likewise, HCCMIS agrees to indemnify and hold Producer harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by HCCMIS or HCCMIS's directors, officers, or employees, of the obligations of HCCMIS under this Agreement. In addition, Producer agrees to maintain errors and omissions insurance throughout the term of this Agreement, and provide HCCMIS with proof of same.

Service: Producer agrees to (a) become fully informed as to the provisions and benefits of each Policy offered by HCCMIS for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by HCCMIS and/or its insurers at their sole discretion; (b) represent such Policies adequately and fairly to its clients; (c) provide all usual and customary service to Policyholders in an effort to maintain in force any business placed with HCCMIS.

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Compliance: Producer agrees to abide by HCCMIS's administrative guidelines, including modifications and updates to products and procedures or other bulletins, from the moment released by HCCMIS which shall become, for all purposes, a part of this Agreement as fully as if contained word for word herein. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify HCCMIS of any complaints, lawsuits, orders, administrative proceedings, licensure matters, and other inquiries received from such authorities or from Policyholders relating to applications solicited and/or Policies placed by or through Producer hereunder; and will cooperate with HCCMIS in making timely and appropriate responses.

Compensation: HCCMIS agrees to pay commissions, as provided in the Compensation Schedule(s) incorporated herein, upon any premiums received by HCCMIS for Policies issued on applications submitted by Producer under this Agreement and accepted by HCCMIS. Commissions shall be considered payment in full for all services performed and expenses incurred by Producer and will be subject to charge-back and/or reimbursement with respect to any Policy subsequently rescinded, replaced, or canceled. The Compensation Schedule(s) attached, or which may hereafter be added, is incorporated herein and made a part of this Agreement. HCCMIS reserves the right to change such Compensation Schedules(s) at any time upon written notice to Producer; however, no such change shall be applicable to Policies for which HCCMIS has accepted premium prior to the effective date of such change.

Accounting: HCCMIS will provide Producer a monthly statement of all compensation becoming due and payable since the date of the previous monthly statement. In the event HCCMIS refunds any Policyholder's premium for which commission has been paid to Producer, Producer shall promptly refund its compensation attributable to such refunded premium to HCCMIS. HCCMIS is entitled to offset any unpaid amount from Producer's unpaid or future compensation.

Termination: This Agreement may be terminated for cause by HCCMIS, immediately upon written notice to Producer, when Producer or any of Producer's employees, agents, or representatives is reasonably believed to have:

- a. misappropriated funds from any Policyholder or HCCMIS;
- b. endeavored to induce HCCMIS's Policyholders to relinquish or cancel Policies;
- c. interfered with the collection of any premium;
- d. engaged in fraudulent acts;
- e. been adjudged bankrupt, executed a general assignment for benefit of creditors, or committed an act of bankruptcy;
- f. otherwise acted to prejudice the interest of HCCMIS.

Additionally, this Agreement will terminate as follows: (a) If Producer is not a corporation or partnership, the date of Producer's death; (b) If Producer is a corporation or partnership, the date the corporation or partnership is dissolved, or on the date of any change in ownership; (c) Immediately in the event of any order of suspension, revocation, or termination of Producer's license by any regulatory authority; or (d) Upon 30 days advance written notice, by either party for any other reason not listed above.

Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; however, if this Agreement is terminated for cause, no compensation, including commissions on premiums received, shall thereafter be payable to Producer by HCCMIS, regardless of stipulations within the Compensation Schedule (s) that would otherwise consider the compensation vested and payable.

Miscellaneous: This Agreement is the entire agreement between the parties. This Agreement shall not be assigned without the prior written consent of HCCMIS. No amendment of this Agreement shall be valid unless in writing, signed by HCCMIS. HCCMIS's election not to enforce any provision of this Agreement, arising from wrong-doing or failure by Producer, is neither a waiver nor a reduction of rights. All provisions herein shall be enforceable in any subsequent case of wrong-doing or failure by Producer. Any written notice required under this Agreement shall be complete upon the submission of said notice to the United States Postal Service, addressed to Producer at Producer's last known address, postage prepaid, or to HCCMIS's administrative office mentioned herein. This Agreement shall be construed in accordance with the laws of the state of Indiana exclusive of choice of laws provisions. Any disputes involving this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association with all proceedings to be held in Indianapolis, Indiana.

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Fax : 214-821-6676

Please complete the following information. This Agreement is not valid or effective until signed by an authorized representative of HCCMIS.

1. Full Legal Name of Producer/Agency who will be contractually bound and to whom commission will be paid under this Agreement:

2. If Agency, please provide name of contact person: _____

3. Address (include street address, city, state, country, and postal code):

Physical Address

Mailing Address

5. Telephone Number: _____ Fax Number: _____

6. E-mail Address: _____

7. Website address: _____

8. Producer's Social Security Number or Agency's Federal Employer Tax ID Number: _____

9. Producers/Agencies in the US must attach copies of your resident and all nonresident licenses and W-9.

10. Please check this box indicating your acknowledgement of the following statement:

I hereby certify that I have read the Tokio Marine HCC MIS Group Producer Agreement and agree to abide by the provisions of this contract.

Signature of Producer:

By: _____

Date: _____

(Authorized Signature)

(Printed Name and Title)



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Compensation Schedule

- 1. Contract: Attaching to and forming part of PRODUCER AGREEMENT
- 2. Effective Date: Effective Date of PRODUCER AGREEMENT
- 2. Schedule: Commissions equal to the percentages shown shall apply to premiums received on Policies placed in force under this PRODUCER AGREEMENT, excluding applicable taxes, if any:

Product	Commission% - First Year	Commission% - Renewal Years
Atlas Series®	15%	N/A
StudentSecure®	15%	N/A

SIGNATURE OF PRODUCER: _____

DATE SIGNED: _____

FOR OVERRIDING PRODUCER USE ONLY

This Producer is a Sub-Producer for: All American Brokers Parent Producer Contract Number: 99118A Parent Producer Name: Michael Crowston Parent Producer Phone: Parent Producer Address:
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FOR OFFICE USE ONLY

Tokio Marine HCC MIS Group By: _____ Date: _____ <div style="text-align: center;">(Authorized Signature)</div> ***** Producer Contract Number: _____ Effective Date of Producer Agreement: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																																				
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or

Employer identification number																																			
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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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.