
RELIANCE RISK SOLUTIONS

**HAVE QUESTIONS ABOUT HOW
TO COMPLETE THIS FORM?**

Call 865-481-2655

(Mon - Fri | 8am to 5pm EST)

FAX
888-220-1632

EMAIL
appointments@reliance-risk.com

MAILING ADDRESS
P.O. Box 800
Oak Ridge, TN 37831

Dear Agent,

Thank you for your interest in Reliance Risk Solutions, LLC, we're pleased to provide you access to a wide range of quality products for your customers. For us to initiate the appointment process, we need you to complete the attached forms, sign, date and then return them by email, mail, or fax.

The submission checklist contains items necessary for us to complete our process. We encourage you to double check all the forms before returning them, to avoid untimely delays in having your agency appointed.

Should you have any questions about the programs, processes or the attached forms, please don't hesitate to contact our marketing department at 865-481-2655.

Thank you for your time and consideration. We look forward to a prosperous business relationship.

Reliance Risk Solutions, LLC

AGENCY AGREEMENT SUBMISSION CHECKLIST

REQUIRED INFORMATION

Please complete and return the following items:

- Copy of Current E&O Declaration Page
- Completed Pre-Authorized Deposit Form (with copy of Voided Check)
- Completed Agency Application Form
- Signed and Dated Agency Agreement Form
- Signed and Completed W-9 Form
- Copy of Resident and Non-Resident Agency License(s)
- Copy of Resident and Non-Resident Agent License(s)
- Copy of Surplus Lines Resident and Non-Resident Agent(s)
- Signed and Completed the Agency Online Portal Profile Request form

ONCE ALL IS COMPLETE, PLEASE EMAIL TO APPOINTMENTS@RELIANCE-RISK.COM.

STEP 1

AGENCY APPLICATION

Complete the Agency Application.

NOTE: Be sure to include a copy of your current E&O Declaration page, a completed and signed W-9 form, and all Resident & Non-Resident Agency and Agent Licenses.

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AGENCY APPLICATION

AGENCY NAME		CONTACT NAME	
PHYSICAL STREET ADDRESS 1		PHYSICAL STREET ADDRESS 2	
CITY		STATE	ZIP
PHONE	FAX	MOBILE	TOLL
EMAIL ADDRESS		WEBSITE ADDRESS	

ADDITIONAL INFORMATION

HOW DID YOU HEAR ABOUT US?	WHAT YEAR DID YOUR AGENCY START?	IS YOUR AGENCY PART OF A FRANCHISE?	IF YES, LIST FRANCHISE
WHAT LINES OF BUSINESS ARE YOU MOST INTERESTED IN? <i>(CHECK ALL THAT APPLY)</i> <input type="checkbox"/> COMMERCIAL LINES <input type="checkbox"/> PERSONAL LINES <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/> CONTRACTORS PACKAGE <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PROPERTY <input type="checkbox"/> BUSINESS OWNERS' POLICY <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> COMMERCIAL UMBRELLA <input type="checkbox"/> GARAGE			
ANNUAL PERSONAL LINES PREMIUM? \$	ANNUAL COMMERCIAL LINES PREMIUM? \$	PROJECTED PREMIUM 1ST YEAR WITH RRS? \$	PROJECTED PREMIUM 2ND YEAR WITH RRS? \$
AGENCY OR PRINCIPAL DOI ACTION? <input type="checkbox"/> YES <input type="checkbox"/> NO	E&O CLAIMS IN THE LAST 5 YEARS? <input type="checkbox"/> YES <input type="checkbox"/> NO	BANKRUPTCY IN THE LAST 5 YEARS? <input type="checkbox"/> YES <input type="checkbox"/> NO	EVER CONVICTED OF A FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO

IF ANSWERING YES TO ANY OF THE QUESTIONS ABOVE PLEASE EXPLAIN BELOW:

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CARRIER INFORMATION

LIST CARRIERS YOU ARE CURRENTLY DOING BUSINESS WITH:				
CARRIER NAME	PREMIUM	LOSS RATIO	DIRECT/MGA <input type="checkbox"/> DIRECT <input type="checkbox"/> MGA	LINES OF BUSINESS <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC
CARRIER NAME	PREMIUM	LOSS RATIO	DIRECT/MGA <input type="checkbox"/> DIRECT <input type="checkbox"/> MGA	LINES OF BUSINESS <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC
CARRIER NAME	PREMIUM	LOSS RATIO	DIRECT/MGA <input type="checkbox"/> DIRECT <input type="checkbox"/> MGA	LINES OF BUSINESS <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC
CARRIER NAME	PREMIUM	LOSS RATIO	DIRECT/MGA <input type="checkbox"/> DIRECT <input type="checkbox"/> MGA	LINES OF BUSINESS <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC
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CARRIER NAME	PREMIUM	LOSS RATIO	DIRECT/MGA <input type="checkbox"/> DIRECT <input type="checkbox"/> MGA	LINES OF BUSINESS <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC
CARRIER NAME	PREMIUM	LOSS RATIO	DIRECT/MGA <input type="checkbox"/> DIRECT <input type="checkbox"/> MGA	LINES OF BUSINESS <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC
ARE YOU ROLLING A BOOK OF BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, PLEASE LIST CARRIER(S):			

AGENCY INFORMATION

► **NOTE:** Please include a completed W9 form with your application

BUSINESS TAX ID#	OWNERSHIP TYPE <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY <input type="checkbox"/> CORPORATION		
BILLING STREET ADDRESS 1		BILLING STREET ADDRESS 2	
CITY	STATE	ZIP	SEND COMMISSIONS / INVOICES TO: <input type="checkbox"/> BILLING ADDRESS <input type="checkbox"/> PHYSICAL ADDRESS

AGENCY CONTACTS

NAME	EMAIL
FUNCTION/TITLE	LINE OF BUSINESS/SPECIALTY
NAME	EMAIL
FUNCTION/TITLE	LINE OF BUSINESS/SPECIALTY

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FUNCTION/TITLE	LINE OF BUSINESS/SPECIALTY

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LICENSES ▶ **NOTE:** Please include a copy of your E&O Declaration Page with your application

E&O CARRIER	E&O POLICY #	E&O EXPIRATION DATE	STATES LICENSED TO CONDUCT BUSINESS IN
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AGENCY LICENSE(S) RESIDENT & NON-RESIDENT (must provide at least one)

▶ **NOTE:** Please include a copy of each location listed

STATE	STATE	STATE	STATE
LICENSE #	LICENSE #	LICENSE #	LICENSE #
AGENT NAME	AGENT NAME	AGENT NAME	AGENT NAME
STATE	STATE	STATE	STATE
LICENSE #	LICENSE #	LICENSE #	LICENSE #

LOCATION INFORMATION

BRANCH ADDRESS 1		BRANCH ADDRESS 2	
CITY	STATE	ZIP	
BRANCH TAX #	BRANCH PHONE #	BRANCH FAX #	
BRANCH CONTACT NAME	BRANCH CONTACT EMAIL ADDRESS		
BRANCH ADDRESS 1		BRANCH ADDRESS 2	
CITY	STATE	ZIP	
BRANCH TAX #	BRANCH PHONE #	BRANCH FAX #	
BRANCH CONTACT NAME	BRANCH CONTACT EMAIL ADDRESS		

STEP 2

AGENCY AGREEMENT

Complete, date and sign the Agency Agreement.

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AGENT ID
(RRS Internal Use Only)

This agreement, by and between, _____, located at

_____, _____, _____, _____ (Hereinafter called "Agent" and/or "Agency")
STREET CITY STATE ZIP CODE

and Reliance Risk Solutions, LLC headquartered at 800 Oak Ridge Turnpike, Suite A-1000, Oak Ridge, TN, 37830 (Hereinafter called "RRS") (collectively as "Party" or "Parties"). In consideration of the mutual covenants and agreements hereinafter expressed, the Agent and RRS, intending to be legally bound, agree as follows:

1. AUTHORITY OF AGENT

The Agent is an independent contractor, not an employee of RRS, and subject to the terms of this agreement and the underwriting rules and regulations of RRS, is authorized to:

- a.
 1. Solicit and accept proposals for insurance in the following classes of risk: Lines of business as designated by RRS, subject to modification without prior notice to the Agent.
 2. Represent RRS for the sole purpose of servicing insurance contracts/policies placed by the Agent with RRS.
 3. Collect and receipt for premiums and to retain commissions out of premiums so collected as provided in writing under Commission Schedule attached hereto, or otherwise in writing either online at www.appund.com/appointment/commission or by mutual agreement made in writing. The Agent agrees to refund unearned commissions on policy cancellations or reductions at the same rate which such commissions were originally retained.
- b. Neither the term "Agent" nor anything contained herein shall be construed as creating the relationship of employer-employee between RRS on the one hand and the Agent on the other. The Agent is not an agent of the company with respect to RRS; the Agent shall act only as an independent contractor.

2. NO BINDING AUTHORITY

Agent understands and acknowledges that it does **not** have any direct, express or implied authority to bind RRS for coverage on any risks except as agreed to in writing by the Agent and RRS, or where Agent has documented binding authority as set forth in the "Direct Select Agencies" program addendum if applicable.

3. AGENT'S REPRESENTATIONS AND WARRANTIES

- a. Agent acknowledges, represents and warrants that it possesses valid licenses to negotiate, solicit, and transact insurance in the name or names of the Agent, as set forth in this Agreement. Agent further acknowledges, represents and warrants that such licenses shall be maintained in full force and effect in all states in which Agent is transacting business with RRS.
- b. Agent warrants that the information contained in each application is true to the best of its knowledge, information and belief. If the agent knows or has reason to know that information provided by the applicant or insured is not true or accurate, Agent shall immediately notify Company and not request a quote, send a bind order, request an endorsement, or amend any policy for such applicant or insured.

4. INDEMNIFICATION

- a. Agent agrees to hold harmless, reimburse and indemnify RRS, its parent, affiliates, subsidiaries and their authorized representatives, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney's fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind arising out of the performance or nonperformance by Agent of its duties and responsibilities under

this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by RRS. This hold harmless and indemnification includes but is not limited to compensatory or consequential damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

- b. RRS agrees to hold harmless, reimburse and indemnify Agent, its parent, affiliates, subsidiaries and their authorized representatives, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney's fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind arising out of the performance or nonperformance by RRS of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by the Agent. This hold harmless and indemnification includes but is not limited to compensatory or consequential damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
- c. The Party to be indemnified shall provide prompt notice to the indemnifying party of any claim against the indemnified party for which indemnification will or could be made under this Agreement and shall provide reasonable cooperation to the indemnifying party in defending such claim.
- d. In the event Agent receives any inquiry, complaint, or other notice from any regulatory or governmental body regarding business placed under or involving this Agreement, Agent shall immediately notify RRS of any such inquiry, complaint, or other notice.
- e. This **Section 4** shall survive the termination of the Agency Agreement.

5. COMMISSIONS

Agent shall be paid commission on issued insurance contracts as sole and full compensation for the performance of his/her duties as Agent under this Agreement with RRS. Agent shall pay RRS a return commission at the same rate on any return premiums. RRS shall have the right to offset commissions due Agent against any return commissions due and payable to the Insurance Carrier.

If return premium results in a balance of commission payable to RRS, this amount is due and payable to RRS within fifteen (15) days from statement date.

No commission will be paid to Agent on any audited earned premiums that are not collected through the regular billing procedure and are referred to a collection agent or any kind of legal process for collection. RRS has the right to offset against any unpaid commission which may be owed to the Agent.

Commission rates payable pursuant to this Agreement may be revised by RRS at any time upon thirty (30) days written notice to Agency.

6. DIRECT BILL PROGRAM

All premiums, which RRS bills direct to the insured, are considered to be paid in full. The Agent shall not be liable for payment of any premiums on direct-billed policies, except for the initial premiums or increases in coverage for which the Agent has collected premium or has agreed to be responsible. Notwithstanding the previous provision, if the insured incurs late fees or other penalties which are fully earned on such direct billed policies and the insurance carrier reduces RRS's commission as a result of non-payment of those fees and penalties, RRS reserves the right to assess such late fee and/or penalty incurred in the form of return commission by the Agency back to RRS.

7. AGENCY BILL PROGRAM

The Agent will remit payment for all premiums, taxes or fees specifically billed to Agent on monthly statements provided by RRS by the 15th of the following month, whether collected or not, on all policies and endorsements placed by agent. Agent is responsible for any mid-term endorsements resulting in an increase in the amount of premium due from the insured under this program. The Agent will unconditionally guarantee the collection, receipt, and remittance of all monies due as a result of this Agreement regardless of the collectability, whether collected from the insured or collection status of the account by the Agent.

The omission of payment of any item(s) from a monthly statement may result in placing the Agent's account on hold or losing the ability to be on the Agency Bill Program. Further, RRS shall have the right to offset any commissions due Agent for any premiums due and payable to RRS or the carrier resulting from the Agent's failure to collect premium from the insured or to properly remit any premiums to RRS. Any credit extended by the Agent will be at the sole risk of the Agent.

Agent will not be responsible for payment of premiums from premium audits or retrospective (end of policy term) adjustments provided the Agent notifies RRS in writing within thirty (30) days after the billing that collection of such premium has been unsuccessful despite a diligent effort to collect by Agent. Consequently, the Agent will give up any commission with respect to any such additional premium. Agent will be responsible for any mid-term adjustments and/or endorsements to policies placed by Agent.

If the agent fails to collect any premium, taxes or fees within fifteen (15) days after the date that such premium is due, the Agent will notify RRS of its inability to collect such premium.

Assessments, surcharges, or taxes are due as billed. No commission is paid on assessments, surcharges, or collection fees.

Failure of Agent to collect and remit premium, taxes or fees to RRS shall result in breach of this section allowing RRS to be entitled to recover from Agent all damages incurred by RRS including, but not limited to, collection expenses, and reasonable attorney's fees, court costs, expert fees, paralegal fees, etc., incurred in efforts to collect unpaid amounts due through settlement, trial, appeal, mediation, arbitration or in bankruptcy proceedings. RRS shall also be entitled to reimbursement of any penalties levied by a government agency due to failure of Agent to remit proper taxes, fees, or documentation.

8. NET 10 PROGRAM

If eligible, the Agent will remit payment for all premiums, taxes or fees specifically billed ten (10) days following the invoice date, whether collected or not, on all policies and endorsements authorized by agent. Agent is responsible for any mid-term endorsements resulting in an increase in the amount of premium due from the insured. The Agent will unconditionally guarantee the collection, receipt, and remittance of all monies due as a result of this Agreement regardless of the collectability or collection status of the account by the Agent. The omission of payment of any item(s) from a monthly statement may result in placing the Agent's account on hold or losing the ability to be on the Net 10 Program. Further, RRS shall have the right to offset any commissions due Agent for any premiums due and payable to RRS or the carrier resulting from the Agent's failure to collect premium from the insured or to properly remit any premiums to RRS. Any credit extended by the Agent will be at the sole risk of the Agent.

Agent will not be responsible for payment of premiums from premium audits or retrospective (end of policy term) adjustments provided the Agent notifies RRS in writing within thirty (30) days after the billing that collection of such premium has been unsuccessful despite a diligent effort to collect by Agent. Consequently, the Agent will give up any commission with respect to any such additional premium. Agent will be responsible for any mid-term adjustments and/or endorsements to policies placed by Agent.

If the Agent fails to collect any premium, taxes or fees within ten (10) days after the date that such premium is due, the Agent will notify RRS of its inability to collect such premium.

Assessments, surcharges, or taxes are due as billed. No commission is paid on assessments, surcharges, or collection fees.

Failure of Agent to collect and remit premium, taxes or fees to RRS shall result in breach of this section allowing RRS to be entitled to recover from Agent all damages incurred by RRS including, but not limited to, collection expenses, and reasonable attorney's fees, court costs, expert fees, paralegal fees, etc., incurred in efforts to collect unpaid amounts due through settlement, trial, appeal, mediation, arbitration or in bankruptcy proceedings. RRS shall also be entitled to reimbursement of any penalties levied by a government agency due to failure of Agent to remit proper taxes, fees, or documentation.

RRS shall also be entitled to reimbursement of any penalties levied by a government agency due to failure of Agent to remit proper taxes, fees, or documentation.

9. REFUND PREMIUM/RETURN COMMISSION

Whenever premiums are refunded by RRS either under Agency and/or Net 10 programs, RRS shall have the right to either: (i) reduce the balance of the commission payable to the Agent or (ii) request the Agent refund the proportionate amount of the previously paid commissions at the same rate upon which they were paid to the Agent.

10. PENALTY CHARGE

RRS reserves the right to charge Agent penalty service fees and/or penalty interest charges, as applicable under policy based state law or regulation, on any past due premium balances or reinstatements of policies on those policies placed and billed by Agent who is responsible for such premium payment under referenced Agency Bill Program and/or Net 10 Program. Said fees shall include, but not limited to, late fees, non-sufficient funds (NSF) presented on Agency check or ACH authorization, reinstatement fees and/or interest charges on these unpaid past due balances owed by Agent. Such penalty charges shall **not** be passed through or assessed to the policyholder/insured or to the underlying policy under any circumstances as it is the intent of RRS to ensure proper payment procedures are followed by Agent as agreed to under this Agreement.

The penalty charge is payable and due from the Agent's Agency operating account as a penalty expense for non-compliance of payment terms under such Agency Billed program and/or Net 10 program agreed to under this Agreement with RRS. Agency agrees to pay such fee or interest charge on its next billing cycle. RRS as a courtesy to Agent will issue a non-compliance warning notice to Agency informing of such penalty will be assessed on its next unpaid past due balance.

11. BOOKS AND RECORDS

Agent shall keep orderly, identifiable, timely, complete and accurate records and accounts of all business and transactions hereunder. During the term of this Agreement, and for a period of five (5) years following termination for any reason (or for such longer period as may be required to satisfy any requirements under applicable laws and regulations), RRS shall have the right to audit, copy, and inspect the books, accounts, files, reports, workpapers and records concerning the business to which this Agreement applies. Such right shall be exercised during normal business hours upon reasonable notice to Agent and at Agent's offices by RRS or any third party which RRS may employ.

12. EXPENSES OF AGENT

The Parties understand and agree that the Agent is an independent contractor and responsible for all expenses resulting from operation of its business or incurred as a result of this Agreement

13. VENUE AND GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee, without regard to its choice of law rules, and the parties submit to the venue and jurisdiction of the Anderson County Circuit Court located in Clinton, Tennessee to govern interpretation of this Agreement and to litigate all disputes between the parties.

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Oak Ridge, TN 37831

14. NOTICE

- a. Except as otherwise provided in this Agreement, notices under this Agreement shall be sent to the following mailing address for RRS and Agent, respectively:

- i. Notices to RRS:

Reliance Risk Solutions, LLC
Attn: Legal Department
P.O. Box 800
Oak Ridge, TN 37831
Email: legal@appund.com

- ii. Notices to Agent:

- b. Any notice required to be given under this Agreement shall be deemed effective: (i) upon personal delivery, if delivered by hand; (ii) upon receipt, if mailed by certified or registered mail, return receipt requested; (iii) the next business day, if sent by prepaid overnight courier service such as Fed Ex or UPS; or (iv) when sent, if by e-mail.

15. PRIVACY

Both parties shall be prohibited from disclosing or using any nonpublic personal financial information or nonpublic personal health information related to any policyholder or beneficiary, or to any consumer or customer (as such terms are defined under applicable state and federal privacy laws), except as necessary to carry out its duties and obligations under this Agreement or otherwise required under applicable state or federal law, including, without limitation, the Gramm-Leach-Bliley Act, and any state law or regulation implementing the same.

16. LEGAL COMPLIANCE

Agent shall use all reasonable effort to monitor and enforce full compliance of such qualified and designated sub -producers and staff with all laws, regulations, rules and requirements applicable to Agent's activities, and, in addition, all written instructions provided from time to time by RRS concerning underwriting requirements and regulatory compliance in general; provided, however, that such written instructions shall not unreasonably alter or amend the terms of this Agreement.

17. STATUTORY REQUIREMENT

Terms of this Agreement that conflict with statute/law/regulation are hereby amended to conform to such statute/law/regulation.

18. AGENT'S REPRESENTATION AND WARRANTIES

As a material inducement for RRS to enter into this Agreement, Agent represents and warrants the following:

- a. **LICENSING.** Agent acknowledges that it is properly licensed in full force to transact business as an agent in accordance with the insurance laws, rules and regulations of each state in which Agent transacts business. Agent will maintain such license or licenses in good standing for the duration of this Agreement and will furnish proof of such licensing to RRS upon execution of this Agreement and then annually or upon request by RRS. Agent will provide RRS with all information required by RRS to select Agent on its behalf. Additionally, Agent will promptly notify RRS of any suspension, cancellation or disciplinary action with respect to its license(s) and will be responsible for the payment of any fines or penalties resulting from non-compliance with or violation of laws in connection with Agent's licenses.

- b. *ERRORS & OMISSIONS COVERAGE.* Agent now has, and shall always maintain throughout the term of this Agreement, professional liability (*ERRORS AND OMISSIONS*) insurance coverage with a minimum aggregate policy limit of one million dollars (\$1,000,000). Agent's Errors and Omissions carrier shall be of recognized reputation and responsibility and acceptable to RRS. Agent will furnish proof of such coverage to RRS upon execution of this Agreement and thereafter annually or upon request by RRS. Agent will provide RRS with prompt written notice of any material change, cancellation or other termination of this coverage. It is understood and agreed by the Agent that RRS will not transact business with Agent if RRS is made aware that Agent does always not carry this minimum limit of errors and omissions insurance during the term of this Agreement. Failure to maintain insurance in conformity with this Section shall be deemed a material breach of this Agreement by Agent.
- c. *INSURANCE APPLICATIONS/SUBMISSIONS.* Any and all information provided to RRS by Agent in connection with an application for insurance subject to this Agreement shall be true and complete. Agent represents and warrants that such applications shall contain no material misrepresentations of any kind of which Agent is, or should be, aware. Agent shall ensure that all material facts are accurately described and completely disclosed to RRS. Further, it is the duty of the Agent to make RRS aware of any material changes of which Agent is, or should be, aware of affecting the risk during the policy period and at any subsequent renewal.
- d. *CERTIFICATES OF INSURANCE.* After RRS has issued a binder or confirmation of coverage, Agent will have the authority to issue ACORD Certificates of Insurance ("COI") for the given insured subject to carrier's authorization and approval. The COI describes the insurance in effect as of the date and time of the certificate. It does not confer any legal rights on the holder, that is, the issuing insurer does not promise to inform the holder of change in or cancellation of coverage. The ACORD COI wording may not be modified without prior written approval by RRS; any modification to the standard wording or statutory references is considered outside Agent's authority. The COI may not be used as an endorsement or policy change request. Any policy changes must be requested in writing to RRS. Discretion is to be used when providing a COI, and if for any reason there is a question as to whether a COI is appropriate, Agent is directed to contact RRS at 888-376-9633.

19. CONFIDENTIAL INFORMATION

The Parties agree that all information regarding this Agreement, including but not limited to business plans and strategies, regulatory filings, pricing, systems and technology obtained or disclosed as a result of this Agreement, is proprietary to each of the Parties as specifically provided to each other and such information shall remain proprietary to such Party and shall at all times remain and be kept confidential by the Parties (the "Confidential Information"). Confidential Information shall not be deemed to include information that: (i) is or becomes publicly known and generally available in the public domain through no act or omission of the receiving Party; (ii) is known by the receiving Party, without confidentiality restrictions, at the time of receiving such information as evidenced by its contemporaneous written records; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on use or disclosure to the receiving Party's knowledge upon reasonable investigation; or (iv) is independently developed by or for the receiving Party without use of or reference to the other party's Confidential Information as evidenced by its contemporaneous written records. The receiving Party may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process; provided, however, that the receiving Party has provided the disclosing Party with prompt written notice thereof so that the disclosing Party may seek a protective order or other appropriate remedy, at its cost, and that, if such protective order or other remedy is not obtained, the receiving Party furnishes only that portion of the Confidential Information that is legally required. Each Party shall maintain the other Party's Confidential Information in confidence and shall not disclose any of the other Party's Confidential Information to any third party without the other Party's prior written permission, not to be unreasonably withheld or delayed; provided further that any such third party agrees to be contractually bound by the confidentiality obligations of this Agreement.

20. TERMINATION OR SUSPENSION

- a. This agreement shall terminate:
 - i. Automatically if any public authority cancels or declines to renew the Agent's insurance license or certificate of authority.
 - ii. Automatically on the effective date of the sale or transfer of the majority interest of the Agent's business, or its consolidation with a successor firm, unless Agent follows procedures as provided in **Section 21**.
 - iii. Upon either party giving at least, thirty (30) days advance written notice to the other.
 - iv. Immediately in the event of misrepresentation of any matters set forth in **Section 18** herein, abandonment, fraud, insolvency or gross and willful misconduct on the part of such Agent.
- b. If the Agent is delinquent, in either accounting or payment of monies due to RRS, then RRS may, by notice to the Agent, suspend the Agent's authority to change any existing policy or submit applications for quotes during this delinquency. This provision shall not apply to routine differences in the accounting records of the Agent and RRS which are minor in amount and do not involve premiums collected and withheld by the Agent.
- c. In the event of suspension of the Agent's authority or termination of this Agreement:
 - i. Agent's ownership of the records, use and control of expirations, including Direct Billed business and continuous term policies, shall remain the property of the Agent and left in its undisputed possession, provided the Agent has then rendered and continues to render accounts and payments of all amounts due RRS, or provides security therefore acceptable to RRS. Otherwise the records and use and control of all expiring business placed with RRS shall be vested in RRS. However, RRS shall provide Agency with thirty (30) days' notice to cure any past due amounts deemed to be grounds for such vesting of Agency's records and expirations in RRS. If Agency is unable to cure such deficiency, the Agency's records and expirations will vest in RRS on the thirty-first (31st) day.
 - ii. If in disposing of such records and expirations, RRS does not realize sufficient money to discharge in full the Agent's indebtedness to RRS, the Agent shall remain liable for the balance of the indebtedness and subject to lawful collection. Any amount realized in excess of indebtedness, less expense of disposing of such records and expirations shall be returned to the Agent.

21. AGENT SALE OR TRANSFER

The Agent agrees to give thirty (30) day notice to RRS of any potential sale or transfer of the majority interest of Agent's business, or its consolidation with a successor firm and immediate notice in case of valid sale or transfer within the thirty (30) day period. This Agreement has been entered into consideration of Agent's services. Any assignment or sale or transfer shall not be valid for future business with RRS unless approved by an authorized officer of RRS.

22. GENERAL PROVISIONS

- a. The provisions of this Agreement shall apply to business administered by Insurance Carriers, Underwriting Associations, Syndicates or Pools, except where in conflict therewith.
- b. The Agent will promptly report directly to the assigned adjusting firm any claims, losses and lawsuits brought to Agent's attention by the policyholder and agrees to cooperate fully with RRS to facilitate reporting, investigation and adjustment of any claim when and as requested by RRS or the Insurance Carrier. Agent has no authority to investigate, adjust, or administer any claim filed under a policy placed by Agent through RRS.
- c. So long as Agent is in full compliance with the terms of the Agreement and all applicable laws, including but not limited to all laws relating to the proper investment and deposit of insurance premiums, Agent shall have the right to retain interest or other income earned on the deposit of unremitted fiduciary funds from insurance policies generated by Agent pursuant to this Agreement and held in Agent's bank account(s) on behalf RRS. Notwithstanding any other provision of this Agreement, RRS shall have the right to withdraw this authorization at any time following written notice to Agent, and such authorization shall be deemed withdrawn upon the effective date of any termination of this Agreement.

- d. In the event of default by Agent in any of the premium accounting programs contained in this Agreement, or in the event of misconduct by the Agent resulting in fines, assessments or damages, of whatsoever nature, requiring payment of same by RRS, the Agent shall immediately reimburse RRS for all fines or assessments and shall be liable for all damages incurred by RRS as a result of said default, including, but not limited to, collection expenses, and attorney's fees, court costs, expert fees, paralegal fees, etc., incurred in RRS's efforts to defend or collect through settlement, trial, appeal, mediation, arbitration or in bankruptcy proceedings in the recovery of said damages, fines, assessments or premium payments.
- e. The obligations and duties of the parties to this Agreement shall survive the termination of this Agreement except as may be specifically described in this Agreement.
- f. The individuality or unenforceability of any of the terms, covenants, or conditions herein contained shall not render invalid or enforceable any of the other terms, covenants or conditions herein.
- g. **NO WAIVER:** No past practice, custom or usage, failure or forbearance of Agency or RRS to declare breach of any of the terms of this Agreement will constitute or be construed as a waiver of said term, or estop Agency or RRS from thereafter requiring strict compliance with any term of the Agreement. Unless such waiver is in writing and signed by the Party claimed to have waived, any waiver by any Party of a breach by the other, whether express or implied, shall not constitute a waiver of, or excuse for, any other different or subsequent breach.
- h. **COUNTERPARTS:** This Agreement may be signed and delivered in one or more counterparts, all of which shall be deemed an original, and together they shall constitute one and the same Agreement. A facsimile or e-mailed signature shall have the same effect as original signatures.
- i. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreement, whether written or oral, between RRS and the Agent and:
 - i. Shall become effective as of the date the Agreement is dated below.
 - ii. Shall remain in force and effect until suspended or terminated as provided herein.
 - iii. No amendments to or modifications of the Agreement shall be valid unless made in writing and executed by an authorized representative of each party in the form of an Addendum to this Agreement, except in respect to commissions, which may be changed by agreement of each party in writing other than by Addendum to this Agreement.
- j. **WAIVER OF TRIAL BY JURY: BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS WHATSOEVER CONCERNING THIS AGREEMENT THAT RESULT IN LEGAL RECOURSE.**

RELIANCE RISK SOLUTIONS

**HAVE QUESTIONS ABOUT HOW
TO COMPLETE THIS FORM?**

Call 865-481-2655
(Mon - Fri | 8am to 5pm EST)

FAX
888-220-1632

EMAIL
appointments@reliance-risk.com

MAILING ADDRESS
P.O. Box 800
Oak Ridge, TN 37831

IN WITNESS WHEREOF, the Agent and RRS have caused this Agreement to be executed this
_____ day of _____, 20_____.

Company Name

Reliance Risk Solutions, LLC

FEIN#

By: _____
Robert J. Arowood, Managing Member

By: _____
Your Signature

By: _____
Printed Name

Title: _____

STEP 3

PRE-AUTHORIZED DEPOSIT SERVICE AUTHORIZATION AGREEMENT

**Complete, date and sign the Pre-Authorization Deposit Service Agreement.
Please include a copy of a voided check with this form.**

RELIANCE RISK SOLUTIONS

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appointments@reliance-risk.com

MAILING ADDRESS
P.O. Box 800
Oak Ridge, TN 37831

I/We authorize Reliance Risk Solutions, LLC and my Financial Institution listed below.

ELECTRONICALLY TRANSFER FUNDS TO THE FOLLOWING ACCOUNT			<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
FINANCIAL INSTITUTION NAME				
STREET ADDRESS				
CITY	STATE	ZIP	PHONE NUMBER	
ACCOUNT NUMBER		BANK TRANSIT/ABA NUMBER		
DATE	SIGNATURE			

Please affix a **COPY** of a **VOIDED CHECK** to verify your bank account/routing number information:

{ Attach Copy of Voided Check }

VOID

STEP 4

FACSIMILE AUTHORIZATION FORM

Complete, date and sign the Facsimile Authorization Form.

RELIANCE RISK SOLUTIONS

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P.O. Box 800
Oak Ridge, TN 37831

The regulation promulgated by the Federal Communications Commission (FCC) under the Junk Fax Prevention Act of 2004 requires us to obtain your express written permission to send you faxes that contain “commercial” materials - essentially those that promote our products, programs and services.

So that we can fax your information about our products, programs and services, we ask you give us permission to communicate this type of information to you via fax. Please complete, sign and include this form to us along with the other documents required for appointment consideration with Reliance Risk Solutions, LLC

Please be assured that Reliance Risk Solutions, LLC values your right to privacy. If you have any questions, please contact us at 865-481-2655.

Organization Name for Which Consent Is Being Provided (Agency Name)

Fax Number(s) for Which Consent Is Being Provided

I am authorized to and hereby give consent for the organization listed above to receive faxes at the number(s) listed above. I further agree that my express permission to receive faxes will continue and have no date of expiration, unless revoked by me in writing.

Signature

Date

Printed Name

WERE YOU REFERRED BY ANOTHER AGENT?

We appreciate loyalty from our appointed agents and reward them with \$100 when they refer a new agency. Tell us who the agent is that referred you below.

Remember, once you are appointed you can also earn \$100 for referring new agencies!

REFERRING AGENT

Referring Agent Name: _____

Referring Agent Email: _____

Referring Agency, the Agent Belongs to:

Referring Agency Code: _____

**Only the newly appointed agency can turn in this referral form. Only one referral form is allowed per newly appointed agency. Referral forms are only acceptable within 30 days of 'Active' status date.*

AGENCY ONLINE PORTAL PROFILE REQUEST

THIS IS REQUIRED TO VIEW YOUR COMMISSION.

Now that we have different levels of access for our Agency Online portal, you can customize the level of access for the employees at your producing location. All users should have self-registered on our website before access can be updated. Also note that you can change these levels of access at any time. There are three levels of access available to Agency Portal users as described below (check beside the desired access level):

Please choose **ONE** option:

- Administrator** – This user can use our online rating tools and see all commissions and policy information (**We need a copy of the individual's Agent license on file as outlined in our Agency Agreement)
- Rating** – This user can use our online rating tools but CANNOT see commissions or accounting information and is the default for those producers who self register (**We need a copy of the individual's Agent license on file as outlined in our Agency Agreement)
- Accounting** – This user cannot use our online rating tools but can see Accounting screens including Commissions statements and policy information (no P&C License required as this profile is not intended for producing agents)

Printed Name of Your Agency

Agency Producer Code

Printed Name of User

Email Address of User

***Please also send any needed updated producer licenses with this form for access to be granted.*

By signing below, I acknowledge that I am authorized to grant the requested access to the user listed on this form and agree to the terms and conditions as outlined on our Agency Agreement with Reliance Risk Solutions, LLC

Signature of Authorized Producer Contact

Date

ADDITIONAL AGENCY AGENT PROFILE INFORMATION

Printed Name of User

Email Address of User

Check beside the desired access level (*choose ONE option*)

Administrator *Rating* *Accounting*

Printed Name of User

Email Address of User

Check beside the desired access level (*choose ONE option*)

Administrator *Rating* *Accounting*

Printed Name of User

Email Address of User

Check beside the desired access level (*choose ONE option*)

Administrator *Rating* *Accounting*

Printed Name of User

Email Address of User

Check beside the desired access level (*choose ONE option*)

Administrator *Rating* *Accounting*

Printed Name of User

Email Address of User

Check beside the desired access level (*choose ONE option*)

Administrator *Rating* *Accounting*