

Thank you for your interest in becoming an agency for Applied Home National Underwriters, LLC (operating under the licenses of Vale Insurance Agency, LLC and United Risk Insurance Agency, LLC) to produce business on a surplus lines basis for Applied Home National's domestic and international non-admitted carriers and intermediaries (collectively referred to as the "Company").

Please complete the following Agency Agreement (the "Agreement") and include the following items:

- A completed W-9
- A copy of your insurance license
- A copy of your broker bond
- A copy of your E&O insurance declarations page

Agency Name: _____

Location Address: _____

Mailing Address (if difference than above): _____

Office Phone: _____

Email Address: _____

Website Address: _____

Agency Set-Up:

In order to access our agency portal for you and your employees the following information is needed:

Agency Principal

First Name: _____

Last Name: _____

Email Address: _____

Preferred Phone # (Office or Mobile#): _____

Main Office Locations:

Location Address: _____

Mailing Address (if difference than above): _____

Main Phone Number: _____

Other Locations (if applicable):

Location Address: _____

Mailing Address (if difference than above): _____

Main Phone Number: _____

Other Locations (if applicable):

Location Address: _____

Mailing Address (if difference than above): _____

Main Phone Number: _____

Portal Users to be Added:

First Name: _____

Last Name: _____

Email Address: _____

Phone #: _____

First Name: _____

Last Name: _____

Email Address: _____

Phone #: _____

First Name: _____

Last Name: _____

Email Address: _____

Phone #: _____

First Name: _____

Last Name: _____

Email Address: _____

Phone #: _____

First Name: _____

Last Name: _____

Email Address: _____

Phone #: _____

AGENCY AGREEMENT

This Agreement (the "Agreement") effective _____ is made and entered into between Applied Home National Underwriters, LLC ("AHNU") and _____, ("AGENCY"). AHNU and AGENCY are each a "Party" and collectively the "Parties".

PURPOSE

WHEREAS, the AGENCY desires to become an independent producer of AHNU. The purpose of this relationship is for AHNU to provide AGENCY the Company's products on a surplus lines basis to market existing and prospective customers.

The Parties, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, agree as follows:

1. AGENCY shall have no underwriting authority or binding authority.
2. AHNU may cancel binders and policies in accordance with applicable regulatory requirements and the cancellation provisions of such binders and policies. No binder or policy may be returned for flat cancellation after the effective date of the binder or policy without the written consent of AHNU.
3. The AGENCY shall indemnify and hold AHNU harmless against any and all losses, including any and all costs incurred in defense of any claim, suit or proceeding (including, but not limited to, reasonable fees and disbursements or counsel), if such loss reasonably results from or arises out of the acts or omission of the AGENCY or any agent, employee or officer of the AGENCY, except to the extent that AHNU has contributed to such errors.
4. AHNU shall indemnify and hold the AGENCY harmless against any and all losses, including any and all costs incurred in defense of any claim, suit or proceeding (including, but not limited to, reasonable fees and disbursements or counsel), if such loss reasonably results from or arises out of the acts or omission of AHNU, except to the extent that the AGENCY has contributed to such errors.
5. The rights and obligations of AHNU, under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of AHNU. This Agreement shall not be assigned by the AGENCY without the prior written consent of AHNU, which may be withheld for any or no reason.
6. The Parties hereto agree to comply with the laws of the states covered by this Agreement and with the rules and regulations of all regulatory authorities having jurisdiction over their activities. The Parties shall, whenever necessary, maintain at their own expense all required licenses and/or certificates of authority and meet any other requirements to transact business in such states. The AGENCY specifically shall comply with all applicable insurance agent statutes and regulations in any state in which business arising under this Agreement is transacted and shall provide copies as requested of all required licenses to AHNU.
7. AGENCY agrees to faithfully perform its duties in accordance with the terms and conditions of this Agreement and to the best of its knowledge, skill and judgment.
8. Any and all disputes or claims arising between the Parties relating to this Agreement, shall be resolved first by discussions between the Chief Executive Officer of AHNU and the Chief Executive Officer of the AGENCY. In the event such discussions fail to resolve the dispute, the Parties will upon mutual Agreement enter into mediation. If the Parties are unable to resolve a dispute arising out of or relating to this Agreement, the Parties will in good faith attempt to resolve such dispute through non-binding mediation before a mediator acceptable to both sides. Any controversy or claim between or among the Parties not resolved through mediation under the preceding provision, shall at the request of a Party be determined by binding arbitration. The arbitration shall be conducted by one independent arbitrator who shall be a retired judge or attorney practicing in the areas of insurance. The Arbitration shall be held in Sarasota, Florida in accordance with the Federal Arbitration Act (Title 9, U. S. Code), notwithstanding any choice of law provision in this Agreement, and under the auspices and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of JAMS, Inc. then in effect. If JAMS, Inc. is unable or legally precluded from administering the arbitration, then it shall be conducted under the auspices and Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall follow the law in reaching a reasoned decision and shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for the decision. The arbitrator shall reconsider the decision once upon the motion and at the expense of a party. The Section of this Agreement entitled "Confidentiality" shall apply to the arbitration proceeding, all evidence taken, and the opinion, which shall be Confidential Information of both Parties. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction. No provision of this Section shall limit the right of a Party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration for matters or claims based on an allegation of irreparable harm and the need for injunctive relief. The exercise of a remedy does not waive the right of either party to resort to arbitration. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either party to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

9. AGENCY has authority to collect and receive premium on risks submitted by the AGENCY to, and accepted by, AHNU. AGENCY has authority to retain, out of premiums, collected commissions at the rates or terms as may be agreed upon between AHNU and AGENCY, in accordance with Schedule 1 attached hereto. Subject to the terms of this Agreement, the retained commissions shall serve as sole and full compensation for business placed with AHNU. If any interim or final additional premiums developed by endorsement cannot be collected by the AGENCY, the AGENCY shall remain primarily responsible for payment to AHNU of the full amount of such items, net of the commissions that would have been payable to the AGENCY had such items been timely collected, unless the calculated unearned return premium as part of a cancellation for non-payment fully satisfies the amount of such items.
10. Any state surplus lines taxes, countersignature fees, or other state assessments and charges are the responsibility of AHNU. The AGENCY is not permitted to alter or amend a quote offered by AHNU with any additional fees. Any and all fees that are displayed on a quote are to be remitted to AHNU and are fully earned.
11. The AGENCY agrees to comply with all applicable laws governing the conduct of business which is the subject of this Agreement, including but not limited to surplus lines laws and other licensing laws, rules and regulations of all jurisdiction(s) where the AGENCY solicits business.
12. AGENCY shall report promptly to AHNU any incident or complaint for an insurance policy issued by AHNU hereunder.
13. AGENCY must be currently licensed as an agent, broker or producer in every State in which business is produced for AHNU and as required by each State to procure surplus lines or non-admitted business. The license must be maintained at all times, without lapse, by the AGENCY and AGENCY shall furnish copies to AHNU upon request. The AGENCY shall immediately notify AHNU in writing if its license is terminated, non-renewed, suspended or revoked. AGENCY is responsible for paying all countersigning commissions to the countersigning agent.
14. As of the Original Effective Date, the AGENCY shall have an Errors and Omissions policy in full force and effect providing coverage for the AGENCY and all of its agents in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate and shall continue to maintain Errors and Omissions coverage with at least the same minimum limits, and rating as set forth below, during the original Term and any renewals of this Agreement covering the AGENCY and all of its authorized and, where applicable, appointed agents. The AGENCY'S Errors and Omissions coverage shall be issued by an insurer with at least an AM Best 'A-' rating authorized to do business in the state in which the AGENCY is licensed and produces policies or by an eligible surplus lines insurer with at least an 'A-' rating. Proof of the Errors and Omissions coverage required by this Agreement shall be provided by the AGENCY to AHNU on the original effective date of this Agreement and thereafter upon such policy's renewal within five (5) days of any request by AHNU.
15. The waiver by either Party or the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party of the same or any provision of this Agreement.
16. This Agreement shall commence on the effective date set forth above and all terms contained herein shall remain in effect until modification by AHNU or until termination of the Agreement by either Party in accordance with the provisions hereof. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party or immediately by AHNU if AGENCY'S license is suspended or revoked.
17. This Agreement may be amended by AHNU at any time and without prior written notice by providing an Addendum to this Agreement.
18. AGENCY agrees and is specifically prohibited from performing any underwriting function or activity in California in connection with the business to be produced hereunder, or perform any function in California inconsistent with California's Surplus Lines laws. All underwriting shall be exclusively performed by AHNU outside of California.
19. AGENCY is prohibited from appointing sub-producers on behalf of the Company.
20. Controlling Law and Venue. Any matters related to or arising under this Agreement shall be controlled and be subject to the laws of the state of New York. Venue for any legal proceeding arising out of or in any way connected with this Agreement or the performance of the parties hereunder shall be exclusively in New York County, New York.
21. Entire Agreement. This Agreement supersedes and terminates all prior agreements between the parties. This Agreement, together with all Schedules hereto, which Schedules are incorporated herein by reference and adoption, constitute the sole and entire Agreement setting forth the benefits and obligations of the parties hereto with respect to the subject matter thereof.
22. Amendment and Modification. This Agreement may not be modified except in writing signed by the parties hereto. However, the parties acknowledge that AHNU may, from time to time, unilaterally adopt requirements and/or standards applicable to Agencies, which requirements and/or standards shall be adhered to and enforced by Agencies and be deemed incorporated into this Agreement and shall be deemed as a part of the Documents, as defined and referred to herein.
23. Survival of Obligations. The Parties hereto acknowledge that they shall continue to be bound by, and shall perform, subsequent to the termination or expiration of the Agreement, all of the obligations set forth herein necessary to fulfill the obligations of the Parties pursuant to this Agreement.
24. Severability. In the event any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement not held otherwise unenforceable shall be deemed valid and enforceable.

- 25. Waiver. The failure of either Party to take any action, or to delay taking any action, respecting any default by the other hereunder shall not be deemed to constitute a waiver of the default, any subsequent default, or any other right hereunder or an amendment to this Agreement.
- 26. Headings. The section and paragraph headings herein are for convenience of reference only and do not define or limit any of the provisions hereof.
- 27. Advertising. The AGENCY shall not use AHNU'S, Company's, or any of their affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without AHNU'S prior written consent. AHNU shall not use the AGENCY'S, or any of its affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without the AGENCY'S prior written consent.
- 28. Confidentiality. The term "Confidential Information" shall mean this Agreement, the Documents, and all data, trade secrets, business information, and other information of any kind whatsoever that a party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of AHNU and/or Company, to the AGENCY, or its customers, employees, third-party vendors or licensors. Confidential Information includes Customer Information, as defined below. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise. AHNU acknowledges that AGENCY and its agents have a responsibility to its customers and other consumers using its services to keep information it has received or produced about their usage of its services and about their accounts ("Customer Information") strictly confidential. Each of the Parties to this Agreement, as Recipient, hereby agrees that it will not, and will cause its employees, officers, directors or agents, consultants, affiliates and independent contractors not to, disclose Confidential Information of the other party or use Confidential Information, including Customer Information, during or after the Term of this Agreement, other than on a "need to know" basis and then only: (a) to affiliates of Discloser; (b) to Recipient's employees or officers; (c) to affiliates of Recipient, its independent contractors at any level, agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; (d) pursuant to the exceptions set forth in 15 U.S.C. 6802(e) and accompanying regulations, which disclosures are made in the ordinary course of business and (e) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the other party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. Recipient shall notify Discloser of any actual or threatened requirement of law or legal process to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall assist and cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Such requirements include, but are not limited to, requests or demands for Confidential Information by banks or insurance examiners and regulators, or courts of competent jurisdiction. The Recipient agrees that Confidential Information shall remain confidential and shall not be used or disclosed to any third party other than to perform the business of insurance as permitted by law and pursuant to this Agreement. In the event the Recipient intends to disclose Confidential Information, the Recipient agrees to provide affected customers and/or consumers with the required legal notice and an opportunity to tell the Recipient that they do not want the receiving party to share the information. The Recipient acknowledges and agrees that any violation of this subsection 6.11 shall cause immediate and irreparable harm to the Discloser and, in addition to any other available rights and remedies, the Discloser shall be entitled to immediate injunctive and other relief to prevent the further use and disclosure of the Confidential Information. This Section shall survive any termination or expiration of this Agreement.
- 29. Website. AGENCY agrees to adhere to the terms and conditions governing AGENCY'S use of any existing AHNU or Company website or any website AHNU or Company may own, make available, operate, acquire, use from time to time, create or sponsor in the future, and any services available under such websites. These terms and conditions may change without notice. AGENCY'S use of these websites constitute agreement to the terms and conditions that exist at that point in time.
- 30. Notices. Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein, or as may otherwise be required or necessitated by this Agreement, shall be given as provided for herein, and if not specifically provided, such actions may be undertaken in writing and sent via facsimile, hand delivery, recognized national overnight carrier, or by registered or certified mail and shall be addressed or delivered as follows:

As to AHNU:
Applied Home National Underwriters, LLC:
Attention: Jeffrey A. Silver, Secretary
10805 Old Mill Rd.
Omaha, NE 68154
Fax: 402-393-8558
E-Mail: jeffreysilver@silver-law.net

As to the AGENCY:

Name: _____

Attention (Principal Agent): _____

Address: _____

Phone Number: _____

Fax: _____

E-mail: _____

Notices sent by hand delivery or facsimile transmission shall be deemed effective on the date of hand delivery or confirmed facsimile transmission. Notices sent by overnight courier shall be deemed effective on the next business day after being placed into the hands of the overnight courier. Notices sent by registered or certified mail shall be deemed effective on the third (3rd) business day after being deposited into the post office.

31. No Third Party Benefits. This Agreement and all of its provisions will apply to, be binding upon, and inure to the benefit of the Parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties hereto any rights or remedies of any nature whatsoever under or by reason of this Agreement or any provision of this Agreement except that the Company shall be deemed a Third Party Beneficiary of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.
32. Execution. The use of any of the following will constitute a valid execution of this Agreement or any amendments thereto:
- (a) Paper documents with an original ink signature;
 - (b) Facsimile or electronic copies of paper documents showing an original ink signature; and/or
 - (c) Electronic records with an electronic signature made via an electronic agent. For the purposes of this Agreement, the terms “electronic record,” “electronic signature” and “electronic agent” will have the meanings set forth in the Electronic Signatures in Global and National Commerce Act of 2000 or any amendments thereto.

IN WITNESS HEREOF: the parties hereto have caused the Agreement to be executed in duplicate by their duly authorized representatives effective on the date herein above first written.

AHNU:	Applied Home National Underwriters, LLC.
BY:	Jeffrey A. Silver
TITLE:	Secretary
DATE:	

AGENCY:	
BY:	
TITLE:	
DATE:	

Agency Schedule No. 1

The Schedule is attached to the Agency Agreement between AHNU and AGENCY. All other terms, covenants, and conditions not in conflict with this Schedule contained in the Agency Agreement remain unchanged. This Schedule applies only to the classes of business listed in this Schedule. AHNU reserves the right change this Agreement at any time without notice.

Rate of Commission	
	% New
	% Renewal