

Texas Producer Appointment Checklist



SPECIALTY AUTO

PO Box 701749, Dallas, Texas 75370-1749
Phone 800.856.0191 | Fax 800.856.2746
marketing@amwinsauto.com

Producer Name _____

AmWINS Specialty Auto defines a producer as the licensed name the agency operates under day to day, such as how the taxes are filed.

Documents Attached

TDI Confirmation of Agency DBA Filing

Please note that your agency DBA must be filed with the Texas Department of Insurance (TDI) and that confirmation or proof of your DBA filing must be included with this application. If you are unsure or have any questions as to this process, please do not hesitate to contact our marketing department at marketing@amwinsauto.com. For your convenience a copy of the LDTL registration form is included at the end of this packet.

Producer Questionnaire (including agent of record Social Security Number even if you have a tax ID)

Producer Agreement (Producer Name should match the name used in "Box #1" on the W-9)

Commission Deposit Authorization Form

Electronic Withdrawal Authorization Form

Errors and Omissions Declarations Page Expiration Date _____

Insured Name listed on E&O matches W-9

Address on E&O matches business address

Additional business locations are listed or language covers sub-locations

Policy minimum limits are \$300,000

W-9

Webusers * If no login credentials are noted a temporary password will be provided.

Manager Preferred Login _____

CSR Preferred Login _____

Password _____

Password _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
-	
-	
or	
Employer identification number	
-	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); 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 for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-DIV (dividends, including those from stocks or mutual funds)

- 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, later.

Producer Questionnaire

We keep completed forms completely confidential.



SPECIALTY AUTO

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marketing@amwinsauto.com

Owner Profile

Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Mobile Number: _____ Home Number: _____

Owner E-Mail: _____

Agent License Number: _____

Social Security Number (REQUIRED): _____

Agency Profile

Producer Name: _____ DBA Name: _____

Employer EIN (if filed): _____ Business License: _____

Agency Physical Address: _____ City: _____ State: _____ Zip: _____

Do you have multiple agency locations (*Must complete additional location form)

Agency Mailing Address: _____ City: _____ State: _____ Zip: _____

Agency Office Number: _____ Agency Fax Number: _____

Agency E-Mail: _____ Agency Website: _____

How did you hear about AmWINS? _____

Hours: Mon/Fri: - Sat: - Sun: - Year Agency Established: _____

Does your agency use a rater? Please specify.

ITC QuickQuote EX Lynx PLRater Quomation Other _____ None

Please list all owners, officers, and employees (both licensed and unlicensed):

Name	Title	Email
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list top 5 auto MGA's/Companies

1. Name: _____ Premium: _____ Loss Ratio: _____
2. Name: _____ Premium: _____ Loss Ratio: _____
3. Name: _____ Premium: _____ Loss Ratio: _____
4. Name: _____ Premium: _____ Loss Ratio: _____
5. Name: _____ Premium: _____ Loss Ratio: _____

Producer Agreement

THIS PRODUCER AGREEMENT (the "Agreement") is made by and between AmWINS Specialty Auto, Inc. ("Manager") and

("Producer") _____
Producer Name (matching box 1 or box 2 of W9) DBA Name (matching box 1 or box 2 of W9)

Producer Address (matching box 3 and box 4 of W9)

WHEREAS, Manager acts as a Managing General Agent for various insurance companies (the "Insurers"); and

WHEREAS, Producer holds a valid and existing property and casualty license as an agent issued by the Department of Insurance; and WHEREAS, Producer desires to solicit business from time to time for Insurers, which business such Insurers in their sole discretion may accept or reject; and NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

ARTICLE I: APPOINTMENT AND AUTHORITY

- A. Manager hereby appoints and grants authority to Producer to:
1. Solicit, prepare, accept and transmit applications from Producer's clients ("Insured") only with respect to Private Passenger Automobile Insurance and only for the products offered by the Insurers listed in Schedule A, which may be amended from time to time by the Manager.
 2. Deliver policies and endorsements to Producer's clients, but only with respect to business that has been accepted by Insurers.
 3. Collect and remit premiums and Manager's fees for such policies to Manager.
- B. It is expressly agreed that the authority of the Producer shall be limited and only as defined in this Agreement, in appropriate program manuals, underwriting manuals and/or instructions received in writing from Manager or an Insurer.

ARTICLE II: LIMITATION OF RESPONSIBILITIES OF MANAGER

- A. Manager retains sole and absolute discretion to accept, reject, or submit to an Insurer for consideration any application of insurance for risks submitted by Producer and shall incur no liability to Producer, the Insured, or any other person for failure to place any such risks. Manager shall have no responsibility to any Insured, sub-agent, solicitor, or sub-producer of Producer with respect to the adequacy, amount, or form of coverage obtained through Manager. Without limiting the effect of Article X, Producer expressly agrees to indemnify and hold Manager harmless from any claim or liability asserted against Manager as a result of following the Producer's instructions.
- B. Subject to applicable state and/or federal laws, Manager reserves the right, in its sole discretion, to refuse to consider or to decline any application for any Insurance Product or offer to issue any Insurance Product on terms and conditions different than applied for, or to terminate, rescind, or non-renew any Insurance Product issued by Manager. Manager may also, at any time and in its sole discretion, alter or discontinue offering any Insurance Product or line of business, or change any of its underwriting guidelines. Manager may take these actions irrespective of any effect they may have upon Producer.

ARTICLE III: NO BINDING OR REPRESENTATIONAL AUTHORITY

- A. Authority of Producer: The authority of Producer to bind insurance coverages shall be limited as defined and set forth in this Agreement, in specific program manuals and/or underwriting guidelines, receipt of which is hereby acknowledged, or as otherwise specifically set out in writing by Manager or an Insurer. Producer shall have no authority, beyond what is allowed in the Manager's policy administration system, to: (1) bind any Insurer for Manager; (2) commit to or issue binders, policies, or other written evidence of insurance on behalf of Manager; (3) countersign policies, endorsements, insurance certificates or any other evidence of insurance on behalf of Manager or Insurer; or make representations not strictly in accordance with the provisions of the policies and contracts placed under the terms of this Agreement. Producer shall not make, alter, or vary any terms of coverage or payment of any premium or and Manager's fees, deposit, or incur any liability for or on behalf of Manager or any Insurer.
- B. Flat Cancellations: Once coverage has been bound, no flat cancellations by Producer shall be permitted except to the extent permitted by the applicable program manuals, underwriting guidelines and/or the Insurer.

ARTICLE IV: INDEPENDENT CONTRACTOR

Producer is an independent contractor relative to Manager. Although this Agreement entitles Producer to submit Insurance Product applications to the Manager on behalf of its clients, Producer shall not represent or imply to anyone that it acts on behalf of the Manager, except as expressly set for in this Agreement. Nothing contained in this Agreement, or any written material or correspondence of the Manager, shall be construed to create an employer-employee or principal-agent relationship between the Producer and the Manager. The parties recognize that:

- A. The parties expressly intend and agree that Producer is an independent contractor, acting as the agent of Producer's clients and not as Manger's agent. Producer is free to exercise its own judgment as to the time, place, and manner of dealing with its Clients.
- B. Due to the particular state's licensing/appointing requirements, Producer may be appointed or authorized in that state as an "agent".
- C. From time to time, Manager or others may refer to Producer as an "agent", but that these references may occur only because of a particular state's nomenclature or the general use of these works in everyday vocabulary.
- D. Producer shall be responsible for all costs and expenses incurred in connection with the operation of Producer's business.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Understanding and agreeing that breach of or noncompliance with any one or more term or condition hereof shall be deemed a material breach of this Agreement, entitling Manager, without limiting any other remedies that may be available, to terminate this Agreement immediately and without prior notice, Producer now represents, warrants, and covenants as follows:

- A. Licensing: Producer is properly licensed to sell and/or solicit insurance as contemplated by this Agreement in its state of domicile and in all other states in which Producer transacts business. Producer will maintain such licensees in good standing for the duration of this Agreement and will furnish proof of such proper licensing upon request by Manager. Producer will promptly notify Manager of any suspension, revocation, or other disciplinary action taken, or any other impairment, of or with respect to such licensees.
- B. Compliance: Producer is in compliance, and will continue to comply, with all federal, state, and local laws, rules, and regulations applicable to the conduct of the business contemplated by this Agreement, including but not limited to laws, rules and regulations applicable to insurance professionals' compensation disclosure requirements. Producer also authorizes Manager to conduct credit and criminal background checks on a periodic basis so long as this Agreement

remains in effect.

- C. Insurance: Producer has, and will maintain throughout the duration of this Agreement, an errors and omissions policy covering its activities and obligations under this Agreement, as well as those of its agents, solicitors, servants, employees, and anyone else acting as its representative, with limits of not less than \$300,000 per claim and a per claim deductible not to exceed the Producer's financial capabilities, as determined in Manager's sole discretion. Producer agrees to provide Manager with proof of such coverage annually and at such other times as Manager may reasonably request. Such proof must list all locations to be covered.

ARTICLE VI: PREMIUMS AND COMMISSIONS

- A. Remittance of Premium and Manager's fees: Producer, upon receipt of any payments from an Insured or proposed Insured, shall within 48 hours remit such premiums and Manager's fees to Manager. Producer shall be allowed a commission on such premiums as set forth in Article VI C1, as may be revised from time to time in a manner consistent with the terms of this Agreement. Premiums shall be remitted as follows:
1. New and Renewal Business: Producer shall remit without deduction the gross premiums plus and Manager's fees to Manager upon receipt.
 2. Premiums generated by policy changes will be remitted by Producer to Manager in the same manner as new and renewal premiums.
- B. Premiums Held in Trust: All premiums received by Producer are the property of the Insured (or proposed Insured) and the Insurer and shall be held by Producer in trust until delivered to Manager. The keeping of an account on Manager's books as a credit and debit account, and the payment of commissions by Manager, shall not be held to modify, affect, or waive the trust relationship as to premiums collected by Producer, nor Manager's interest in unpaid premiums that have not been collected by Producer.
- C. Payment of Commissions:
1. Producer commissions will be paid at least monthly for all transactions completed in the previous calendar month in accordance with Schedule A attached. Commissions may be changed unilaterally by the Manager by giving the Producer at least thirty (30) days advance notice of the change.
 2. No commission will be paid on policy, billing or other Manager's fees.
- D. Insurer not a Party to Agreement: Producer commissions are paid by the Manager. The Insurer is not a party to this Agreement and is not responsible to the Producer for any commission or other amounts arising from such Producers activities pursuant to this contract. If Manager places business under this Agreement with a program that limits the liability of the program's sponsoring insurance company to Producer, then Producer agrees that it shall have no right, claim or cause of action against that insurance company and shall look exclusively to Manager for the payment of or satisfaction of any and all damages, losses, claims, costs, causes of action or expenses (including attorneys' fees), including, but not limited to, extra-contractual damages or losses in excess of policy limits, arising, directly or indirectly, out of or in connection with such business, unless and to the extent such damages, losses, costs, causes of action or expenses are the result of the acts, omissions, or conduct of such insurance company.
- E. Unearned Commissions: Producer shall be liable to Manager and shall pay return commissions at the same rate as originally allowed to Producer for all return premiums. Such return commission shall be paid to Manager by the due date indicated on the billing document.
- F. Offset: Producer agrees that any amounts due the Producer that are held by Manager, including undistributed commissions due, may at any time be applied to and constitute an offset against balances due Manager from the Producer.
- G. Authority to Withhold: Manager may withhold commission payments if the Producer does not provide to manager in a

timely manner documentation in its possession that the law requires the Insurance Company or Manager to maintain. Upon receipt, Manager shall release any withheld commission payments to the Producer.

ARTICLE VII: RESPONSIBILITY IN EVENT OF CLAIMS

- A. Producer shall have absolutely no authority for the investigation, adjustment or litigation of claims arising from policies placed by Producer. Producer has no authority to and shall not admit any liability on the part of the Insurance Company in which the business is placed or on behalf of the Manager.
- B. Producer shall notify Manager promptly of any claims, suits, or demands ("Claims") against Manager arising out of or related to business placed under this Agreement, or circumstances that might reasonably be expected to give rise to such claim, suit, or demand. Producer further agrees to cooperate fully with Manager to facilitate the investigation and adjustment of any Claim when and as requested by Manager, including without limitation by making available for review and copying all records, documents, and information of any kind arising out of or related to such Claim or the underlying account.

ARTICLE VIII: TERMINATION AND SURVIVAL

This Agreement may be terminated by either party by providing no less than thirty (30) days written notice to the other by certified mail, return receipt requested. This Agreement will also terminate: (1) automatically, if any public authority cancels or declines to renew the Producer's license or certificate of authority; (2) automatically, on the effective date of the sale, transfer, or merger of Producer's business, provided, that Manager may, upon review and in its sole discretion, appoint the successor as a Producer; (3) automatically, upon the death or dissolution, as applicable, of Producer; or (4) immediately, upon either party giving written notice to the other of termination because of breach of any provision hereof, fraud, insolvency, failure to pay balances, or willful or gross misconduct. Any termination will not affect the respective rights or liabilities of either party accruing up to the date of such termination, and all representations and obligations of Producer herein shall survive the termination of this Agreement, including without limitation the obligations under Article X. Any new or renewal policies that are written with an effective date subsequent to the termination date of this agreement, whether to comply with statutory or administrative requirements, will be paid at one-half of the otherwise applicable commission rate that is displayed on Schedule A unless otherwise agreed to by Manager. This Article is intended to comply with Texas law and to the extent the law requires additional notice time or different termination requirements, Manager shall comply with Texas law.

ARTICLE IX: OWNERSHIP OF THE BUSINESS

Producer shall control all renewals of insurance placed under this Agreement; provided, however, in the event that Producer fails to account for or to make payment of all amounts due to Manager or an Insurer, such renewals, including any future commissions relating thereto, shall become the property of Manager for such use and disposal as Manager shall determine, in its discretion, in order to satisfy the financial obligations of Producer to Manager and/or an Insurer. To the extent the disposition of the renewals are insufficient to satisfy the indebtedness owed by Producer, Producer shall remain liable for all remaining amounts owed plus any expenses incurred in disposing of such renewals as well as reasonable costs and attorneys' fees.

ARTICLE X: INDEMNITY AND HOLD HARMLESS

Producer shall indemnify and hold Manager and Insurers harmless from and against any claims, liabilities, obligations, judgments, settlements or costs of any kind whatsoever (including but not limited to attorney's fees and expenses) that Manager or Insurers may become obligated to pay caused directly or indirectly by any actual or alleged act, error, omission, misstatement, misleading statement, breach of duty, or breach of this Agreement by Producer. Manager shall indemnify and hold Producer harmless from and against any claims, liabilities, obligations, judgments, settlements or costs of any kind whatsoever (including but not limited to attorney's fees and expenses) that Producer may become obligated to pay to Insureds caused directly by an act, error, omission, misstatement, misleading statement, or breach of duty by Manager in the processing of any business placed and/or attempted to be placed by Manager for Producer.

ARTICLE XI: CONFIDENTIAL INFORMATION

A. Definition of Confidential Information

1. Information to be treated as Confidential Information shall be all information that is supplied by Manager before or after the effective date of the Agreement to Producer concerning or relating to the Purpose (as defined below) or by Producer before or after the effective date of the Agreement to Manager concerning or relating to the Purpose, including, but not limited, to the following:
 - a. Confidential proprietary computer software, including any programs, source or object codes, data bases, specifications, techniques, technical information, know how, and other related information;
 - b. Confidential strategic business information, including current and future marketing and business plans, confidential financial data, and related documentation and/or information; and
 - c. Confidential account and customer lists and other account and customer information, such as policy terms, premium amounts, and information gathered as part of the underwriting process relating to persons or entities, including but not limited to their personal or unique identification data.
2. Notwithstanding any other provisions to the contrary, the obligations of the parties with respect to information designated to be Confidential Information shall not apply if, and to the extent that:
 - a. The disclosing party's information was legally and rightfully known to or already in the possession of the receiving party prior to disclosure;
 - b. The disclosing party's information becomes part of the public domain without breach of the Agreement by the receiving party;
 - c. The information is independently developed by the receiving party or any of its subsidiaries without reference to or use of the disclosing party's Confidential Information; or
 - d. A third party legally and rightfully disclosed such Confidential Information to the receiving party without violating obligations of confidence.
3. Notwithstanding the foregoing, the fact that some of the information, including Confidential Information, may have originally been obtained from or provided by public information does not by this provision create any presumption that such information is "part of the public domain" or generic information or knowledge.

B. Purpose, Use, and Disclosure Obligations

1. The use of all Confidential Information disclosed to a receiving party shall be limited solely to and for the purposes of conducting business between the parties as contemplated and governed by the Agreement (the "Purpose").
2. The parties agree that disclosure of Confidential Information shall be limited solely to directors, officers, employees, representatives and other authorized third parties of the parties (collectively, "Representatives") with a need to know such Confidential Information to accomplish the Purpose. Each party agrees to obligate such Representatives to a level of care sufficient to protect the Confidential Information from unauthorized use or disclosure.
3. When either party disposes of any paper or electronic copies of Confidential Information pursuant to regular business practice, the disposing party shall destroy such copies using reasonable care and in such a manner so as to protect such Confidential Information from disclosure to or use by unauthorized third parties.
4. In the event that a receiving party or any of its Representatives are requested or required by legal process to disclose any of the Confidential Information of the disclosing party, the receiving party shall give prompt advance notice so that the disclosing party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the receiving party shall disclose only that portion of the Confidential Information that its counsel advises it is legally required to disclose; provided that, the receiving party shall use reasonable efforts to preserve the confidentiality of the Confidential Information after such disclosure including, without limitation, by obtaining an appropriate order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal and the parties thereto.

5. The obligations set forth in this Agreement shall remain in full force and effect in perpetuity or until such Confidential Information has become generally known in the public domain other than by a violation of the Agreement.

C. GENERAL

1. The holding of discussions between the parties or the disclosure of Confidential Information shall not restrict either party from using, disclosing or disseminating their own information, including Confidential Information, in any way.
2. It is agreed that no license under any invention, patent, copyright, trade secret or other proprietary right is granted, either directly or indirectly, by this Agreement or by any disclosure of Confidential Information hereunder. Neither party represents or warrants that Confidential Information disclosed hereunder will not infringe any third party's patents, copyrights, trade secrets or other proprietary rights.
3. Subject to the limitations on damages and other terms of the Agreement, each party agrees to indemnify and hold harmless the other party for any breach of Article XI by it or any of its Representatives.

ARTICLE XII: OTHER PROVISIONS

- A. No Assignment: This Agreement for services by Producer is personal and may not be transferred, assigned, pledged, made subject to a security interest, or otherwise disposed of by Producer in whole or in part. This Agreement may be assigned by Manager to any of its affiliates.
- B. Advertising: Producer shall not use any advertisement referring to or using the name of Manager or any Insurer or referring to any of their products, or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of Manager.
- C. Consequential Damages Waiver: MANAGER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.
- D. Forms and Supplies: All supplies, including forms and policies furnished by Manager, shall always remain the property of Manager and shall be returned to Manager or its representative upon demand or upon termination of this Agreement.
- E. Records: Producer will keep complete records and account for all transactions pertaining to insurance written under this Agreement as required by applicable federal, state, or local laws, rules, and regulations and make these records available to Manager for review upon request at any reasonable time during business hours.
- F. Entire Agreement: This Agreement constitutes the entire agreement between Manager and Producer and supersedes and replaces any previous Producer Agreements between Manager and Producer. No oral promises or representations shall be binding, nor shall this Agreement be modified, unless signed by the President or Chief Executive Officer of Manager.
- G. Severability: If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision, which shall remain in full force and effect. Each of the provisions of this Agreement shall be enforceable independently of any other provision unless expressed otherwise herein.
- H. Waiver or Default: Failure of Manager to enforce any provision of this Agreement or to terminate it because of a breach hereof shall not be deemed to be a waiver of such provisions or of any breach committed by the Producer.
- I. Governing Laws and Venue: This Agreement shall be deemed to have been made and performed in Dallas County (hereinafter, the "County"), and shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (hereinafter, the "State"), without giving effect to any choice of law principles. The sole and exclusive venue for any suit or proceeding to enforce any provision of this Agreement shall be in the County. To the extent they are not dealt with specifically or by necessary implication in this Agreement, the rights, duties, and obligations of the parties shall be in accordance with the customs prevailing in the non-standard personal lines insurance business in the State.

- J. **Electronic Communications:** The parties agree that electronic communications, including without limitation, any applications, authorizations, representations, or submissions, transmitted by one party to the other via e-mail, internet, or any other digital or electronic means (collectively, "Electronic Communications"), are as valid and binding, with the same full legal force and effect, as any original manual or physical form of communication and may therefore be relied and acted upon in the normal course of business by the receiving party.
- K. **Confidentiality:** Both Parties agree to the terms of Article XI of this Agreement.
- L. **Attorney's Fees and Costs:** Producer agrees to pay all costs and expenses incurred by Manager in any action or proceeding brought by Manager to recover sums due from Producer, or otherwise enforce its rights, under the terms of this Agreement, including but not limited to, reasonable attorney's fees.
- M. **Interest:** In any suit or proceeding to collect any amount claimed due under this Agreement, the prevailing party shall be entitled to receive interest on the amount owed computed from the date the obligation accrued at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest per annum that may be incurred by contract in Dallas County, Texas.
- N. **Execution and Acceptance of Agreement:** Each individual who executes this Agreement in a representative capacity represents and warrants that he or she has the full right, power and authority to execute this Agreement and to bind the entity or individuals on whose behalf he or she so signs. If the Producer is an individual, the individual must sign; if the Producer is a partnership, one of the partners must sign; if the Producer is a corporation or limited liability company, an authorized manager or officer must sign and indicate the title of such authorized manager or officer.
- O. **Producer History:** Producer represents and warrants that within the past ten years Producer, including any of its past or present related business entities, partners, officers, directors, employees, representatives or agents, has had no insurance or other professional license revoked, suspended or impaired in any manner. Please submit a written description of any exception to these statements along with the signed Agreement.
- P. **Website Access and Conditions:** Manager agrees to provide Producer and its customer's access to Manager's website for the completion of insurance application and, in consideration of access, Producer shall follow proper identification procedures to determine and prove the identity of the applicant. Producer shall process all policy transactions and issue all applications on the Manager's website with the effective date and time accurately reflecting the same date and time that the policy was bound. Producer shall not attempt to explain any web pages that confuse or are unclear to the applicant when presented but shall stop the application process and notify Manager immediately. Producer shall advise the applicant that the application will utilize an electronic signature process and the acceptance and use of such electronic signature must only be elected by the applicant. If the Producer conducts business by phone or in any other manner that does not allow an applicant to execute the electronic signature process, the Producer is obligated to select the remote electronic signature process with that applicant. Producer shall also advise the applicant that the use of an electronic signature will not be denied legal effect or enforceability solely because it is in electronic form. The applicant may choose not to conduct transactions by electronic means. Producer shall provide the applicant with a copy of the completed application, digital signature acceptance confirmation, declarations, endorsements, exclusions, receipt and ID cards either in paper or an electronic format. It is understood and agreed that Producer cannot and shall not make, alter, waive, modify, misrepresent or discharge any of the terms or provisions set forth in an insurance policy or Manager's website. All other terms and conditions of the Producers Agreement remain unchanged.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED:

- Individual
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company

Producer: _____ FEIN or
 Producer: _____ SSN: _____

Signature: _____ Title: _____

Name: _____ Date: _____

Agent License #: _____ State: _____ Exp Date: _____

ACCEPTED, AGREED, AND EFFECTED by Manager as of the Effective Date shown below.

Manager: AmWINS Specialty Auto, INC.

Signature: _____

Name: David Scruggs

Title: President

Date: _____

A completed Schedule A will be provided upon approval.

Please sign and return to AmWINS Specialty Auto
 Email: agencysetup@amwinsauto.com

Producer Commission Deposit Form



SPECIALTY AUTO

PO Box 701749, Dallas, Texas 75370-1749
Phone 800.856.0191 | Fax 800.856.2746
marketing@amwinsauto.com

IMPORTANT: Before automatic commission deposits can be initiated, this form must be returned to AmWINS Specialty Auto, Inc.

AmWINS Specialty Auto (ASA) is hereby authorized to present ACH items of any amount on the producer's account indicated below. This authorization, when completed, constitutes compliance with NACHA ACH rules.

The authority is to remain in effect until ASA receives written notification of its termination in such time and manner as to afford ASA and the financial institution a reasonable opportunity to act on the request.

Any changes to the account mentioned below require the completion of new forms and a copy of a voided check.

BANK INFORMATION

Bank Name

Bank Account Name

Account Number

Routing Number

PRODUCER INFORMATION

Producer Name

Contact Person

Telephone Number

Authorized Signature *(as shown on bank account)*

Date

Attach check here or to a separate sheet of paper

Producer Sweep Authorization Form



SPECIALTY AUTO

PO Box 701749, Dallas, Texas 75370-1749
Phone 800.856.0191 | Fax 800.856.2746
marketing@amwinsauto.com

AmWINS Specialty Auto (ASA) is hereby authorized to present electronic withdrawal items on the agency's account indicated below and the depository named below for payment of settlements due to ASA due by the agency. This arrangement does not affect the agency's primary obligation for payment. This authorization is to remain in effect until ASA is notified in writing to the contrary. Payments receipted on the ASA website as producer e-checks will be withdrawn from the agency's account. *NOTE: Insured checks and credit card payments should be receipted as such. Only guaranteed funds (cash, money orders, cashier's checks, etc.) should be receipted as producer e-checks.**

*ASA will not refund the producer is insured check or credit card payment for installment or endorsement payment is deposited and is returned unpaid for any reason. However, if the original down payment is deposited to agent's account and returned unpaid for any reason, ASA will consider refunding the producer *if* the producer immediately notifies the company of the down payment NSF.

BANK INFORMATION

Bank Name

Bank Account Name

Account Number

Routing Number

Withdrawal Effective Date

PRODUCER INFORMATION

Producer Number Name

Contact Person

Telephone Number

Authorized Signature (*as shown on bank account*)

Date

Attach check here or to a separate sheet of paper

Additional Location Form



We keep completed forms completely confidential. Please complete this form and email it to our office at the address provided. Include a copy of your E&O declarations page showing your additional locations.

SPECIALTY AUTO
PO Box 701749, Dallas, Texas 75370
Phone 800.856.0191 | Fax 800.856.2746
marketing@amwinsauto.com

Producer Name _____

Physical Address

Mailing Address

City, State, & Zip Code

City, State & Zip Code

Phone Number

Fax Number

Office Contact

Agency Email Address

Producer Sweep Authorization

AmWINS Specialty Auto (ASA) is hereby authorized to present electronic withdrawal items on the agency's account indicated below and the depository named below for payment of settlements due to ASA due by the agency. This arrangement does not affect the agency's primary obligation for payment. This authorization is to remain in effect until ASA is notified in writing to the contrary. Payments receipted on the ASA website as producer e-checks will be withdrawn from the agency's account. *NOTE: Insured checks and credit card payments should be receipted as such. Only guaranteed funds (cash, money orders, cashier's checks, etc.) should be receipted as producer e-checks.**

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BANK INFORMATION

Bank Name

Bank Account Name

Account Number

Routing Number

Withdrawal Effective Date

PRODUCER INFORMATION

Producer Name

Contact Person

Telephone Number

Authorized Signature (as shown on bank account)

Date



Texas Department of Insurance

Licensing/Applications, Mail Code 107-1A

333 Guadalupe P.O. Box 12069 Austin, Texas 78711-2069

512-322-3503 telephone • 512-490-1052 fax • www.tdi.state.tx.us

LDTL Registration Form

License Division Trade Name/Location

Registration Form

**Filing fee for Reinsurance Intermediary-\$500
Filing Fee for Other Agents or Entities-\$50**

Make your check or money order payable to the Texas Department of Insurance. All fees are nonrefundable and nontransferable.

The LDTL form must be used in accordance with the provisions of 28 Texas Administrative Code, Section 19.902. It is used to register assumed names and branch office locations of currently licensed individuals and entities. It is also used to change the official name of a currently licensed entity. This form cannot be used for any other purpose. **To report a mailing address or business address change, please submit the Licensee Name/Address Change Request Form LHL389.** Complete all information required on this form. **Incomplete forms will be returned unprocessed.** This form must be typed or printed in ink.

This LDTL form is submitted to register:

- Assumed Name
- Branch Office Location
- Official Name Change of Licensed Entity

1 INDIVIDUAL AGENT or ENTITY TDI LICENSE NUMBER _____

Enter your Texas Department of Insurance (TDI) License Number in the space provided. The TDI License number is shown on your current license. The license number should be that of the agent or entity registering an assumed name, branch office, or new entity name.

2 SOCIAL SECURITY NUMBER (SSN) OF INDIVIDUAL AGENT or FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) OF ENTITY _____

Individual licensee—enter your SSN in the space provided. Disclosure of Social Security Number is required by the Texas Family Code § 231.302. Entity licensee—enter the entity’s FEIN in the space provided.

3 NAME OF INDIVIDUAL AGENT or ENTITY _____

Print the exact name as shown on your license in the space provided. Do not print your assumed name or new entity name in this space.

4 ASSUMED NAME or NEW NAME OF ENTITY _____

To register an Assumed Name, enter the exact ASSUMED NAME as it is shown on the assumed name certificate. To register an entity name change, enter the exact NEW NAME of the entity as it is reflected in the entity’s official name change document.

To register only an additional office location, the agent or entity name should be the same as shown on the license.

Assumed Name means any name other than a true name or present legal name. You must attach a copy of an Assumed Name Certificate that has been filed with the County Clerk’s office of the County in which the assumed name will be utilized if the assumed name:

- A** In the case of an individual, is a name that does not include the surname of the individual;
 - B** In the case of a partnership, is a name that does not include the surname or other legal name of each partner;
 - C** In the case of an individual or partnership, is a name, including a surname, that suggests the existence of additional owners by including words such as “Company”, “& Company”, “& Sons”, “& Associates”, “Brothers” and similar words, but not words that merely describe the business or professional service being conducted or rendered; and
 - D** In the case of a limited partnership (LP), a corporation, a limited liability partnership (LLP), or a limited liability company (LLC), any name other than the name stated in its certificate of formation or a comparable document.
- A corporation, LP, LLP, or LLC may file a copy of assumed name certificate that has been filed with the Texas Secretary of State rather than the County Clerk.

New Name of Entity means the new official name of a currently licensed entity. You **must attach** a copy of the Certificate of Amended Registration reflecting the official entity name change that was filed with the Texas Secretary of State’s office or a copy of the Certificate of Name Change that was filed with any other authorizing entity, or a partnership **must attach** a copy of the official name change as shown in the amendments to the partnership agreement.

5 ADDITIONAL BRANCH OFFICE OR PHYSICAL LOCATION ADDRESS OF LICENSED INDIVIDUAL AGENT or ENTITY

BUSINESS ADDRESS (PHYSICAL LOCATION REQUIRED; P.O. BOX NOT ACCEPTED)

CITY

STATE

ZIP CODE

Enter the physical location address of the additional office location you are registering. Only a street or rural route address will be accepted. If a post office box address is entered, the form will be returned unprocessed. If you are registering an additional assumed name, or new name of entity, then enter your agency's current business address.

6 LICENSE REQUIRED TO ACT AS AGENT IN BRANCH OFFICE. Are you aware that although an assumed name or branch office is registered with the Texas Department of Insurance, only individuals holding active licenses may perform any acts of an agent in the registered assumed name and/or branch office? YES NO

Refer to Texas Insurance Code, § 4001.003 for the definition of an agent.

7 HAVE YOU ATTACHED ALL REQUIRED DOCUMENTS? YES NO

Refer to question 4. Attach the assumed name certificate, if required. Each entity must attach (1) a copy of the assumed name or a copy of the official document verifying the change of the entity's name, (2) a franchise tax "certificate of good standing" obtained from the State Comptroller of Public Accounts, and (3) adjustment on financial responsibility requirement by either an endorsement to its errors and omissions policy extending coverage to include the assumed name and/or additional branch office location or listing the new entity name as a named insured on the policy. An entity that meets its financial responsibility requirement with a bond must provide a rider to the bond that reflects the entity's new name.

An entity changing its official name must attach its current license. When TDI changes the name, a license reflecting the new name will be mailed to the entity's mailing address of record.

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT AND THAT I HAVE ATTACHED ALL INFORMATION REQUESTED. I FURTHER CERTIFY THAT I AM AWARE OF THE LICENSING PROVISIONS IN THE TEXAS INSURANCE CODE AND THE PROVISIONS OF TITLE 28, TEXAS ADMINISTRATIVE CODE, SECTIONS 19.901 & 19.902, WHICH RELATE TO THE REGISTRATION OF ASSUMED NAMES AND BRANCH OFFICES.

8 _____
SIGNATURE OF INDIVIDUAL AGENT OR ENTITY'S OFFICER OR PARTNER

PRINT FULL LEGAL NAME OF SIGNING AGENT, OFFICER OR PARTNER

DATE

This form must be signed in ink by the individual agent or an officer or partner of the entity filing this registration. Print or type the full legal name of the individual signing this form. The form must be dated.

9 _____
DAYTIME PHONE NUMBER OF SIGNING INDIVIDUAL EMAIL ADDRESS OF SIGNING INDIVIDUAL

Provide a contact phone number and email address where you may be reached.

Completed form with attachments and required fee must be mailed to:

Texas Department of Insurance MC 107-A
P O Box 12069
Austin, Texas 78711-2069

If you have any questions or need further assistance in completing this form, please call Customer Service at **512-322-3503**.