



DISCOVERY WORKSHEET – AGENCY PROFILE

DATE: _____

AGENCY INFO

AGENCY NAME: _____ PHONE: _____

CONTACT NAME: _____ PHONE: _____

ADDRESS: _____

FAX: _____ WEBSITE: _____

FEDERAL ID: _____ E&O CARRIER: _____

AMERICAN MODERN SALES LEADER: _____ DISTRIBUTION CHANNEL/AGENCY TYPE: _____

AREA	NAME	PHONE/FAX	EMAIL
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KEY CONTACTS

AGENCY OWNER(S)	_____	_____	_____
KEY DECISION MAKER	_____	_____	_____
PERSONAL LINES MANAGER	_____	_____	_____
PERSONAL LINES AGENT/CSR	_____	_____	_____
PERSONAL LINES AGENT/CSR	_____	_____	_____
PERSONAL LINES AGENT/CSR	_____	_____	_____
COMMERCIAL LINES MANAGER	_____	_____	_____
OTHER CONTACTS	_____	_____	_____

AGENCY OVERVIEW

YEAR ESTABLISHED: _____ TOTAL # OF EMPLOYEES: _____

ADDITIONAL LOCATIONS/NUMBER OF EMPLOYEES (REQUEST DIRECTORY): _____

LICENSED IN THE FOLLOWING STATES: _____

OF SUB-PRODUCERS IF APPLICABLE: _____ TOTAL AGENCY PREMIUM VOLUME: _____

% OF TOTAL WRITTEN PREMIUM BY SEGMENT

SPECIALTY PERSONAL LINES: _____

STANDARD PERSONAL LINES: _____

SPECIALTY COMMERCIAL: _____

STANDARD COMMERCIAL: _____

DISCLOSURE REGARDING CONSUMER REPORTS

Pursuant to the Fair Credit Reporting Act ("FCRA") (15 USC 1681b, 1681d), the following disclosure is required.

1. One or more of the affiliated companies of American Modern Insurance Group, Inc. (hereinafter "Company") may obtain a consumer report regarding you for the purpose of determining whether to enter into an agency relationship and/or to appoint you as our agent.
2. If you are appointed as an agent, the Company may obtain consumer reports concerning you from time to time, and may use the consumer reports in deciding whether to continue, revoke, or terminate your appointment as an agent, or to otherwise change the terms of the agency relationship with you.
3. The types of consumer reports the Company may obtain with respect to you include criminal background checks and credit reports.
4. Please fill in the information below and sign to indicate that you agree that we may obtain a consumer report regarding you. Note that prior to taking any adverse action, a copy of your consumer report and a summary of rights will be sent to the address listed below (or, if no address is listed below, the address that we have on file).

Minnesota and Oklahoma residents only: If you would like a copy of the consumer report prepared on you, please check this box:

California residents only: You may view the file on you by contacting Choicepoint (800-456-6004) or Employment Screening Associates (800-706-8848) during business hours. You may obtain a copy of this file at their office with proper ID and paying the costs to copy. You may be accompanied by one other person, provided that person has proper ID. You may make a written request to have your file sent to a specified address. Lastly, a summary of information will be provided by telephone, if you make a written request with the proper ID for disclosure.

Applicant's Statement Regarding Consumer Reports

I have received and read the Disclosure Regarding Consumer Reports above, advising me that the Company may obtain consumer reports about me. I understand that the Company is not permitted to obtain such consumer reports unless I authorize it to do so.

By signing below, I authorize the Company to obtain consumer reports about me. I authorize and direct each and every consumer reporting agency to provide consumer reports about me to the Company at its request.

Dated: _____

Signature of Applicant: _____

Printed Name of Applicant: _____

Address: _____

City / State / Zip: _____

Agency Code: _____

Producer/Sub Number: _____



American Modern Insurance Group, Inc.
7000 Midland Blvd., Amelia, Ohio 45102

Agency Agreement

Name of Agency/Agent: _____

Address of Agent: _____

Effective Date: _____

THIS AGENCY AGREEMENT (the "Agreement") is entered as of the effective date above (the "Effective Date") and is between the Agent or Agency indicated above (the "Agent") and the insurance company or companies of American Modern Insurance Group, Inc. with whom Agent has been granted authority (individually and collectively referred to herein as the "Company") as designated on the schedule attached to and made a part of this Agreement (the "Schedule of Authority"). The terms "you" and "your" mean the Agent, and the terms "we," "us," and "our" mean the Company. We may add and remove a Company to and from this Agreement, with immediate effect, upon providing you with a revised Schedule of Authority.

SECTION 1: APPOINTMENT AND AUTHORITY

- 1.1 **Appointment.** We appoint you as our nonexclusive agent for the State(s) and for the companies with whom Agent has been granted authority as designated in the Schedule of Authority, and you accept such nonexclusive appointment. We may amend such States and companies, with immediate effect, upon providing you with a revised Schedule of Authority.
- 1.2 **Authority.** We authorize you to solicit, receive and accept applications of insurance as we have authority to make for the product line(s) and in such company(ies) as designated in the Schedule of Authority and for which a commission rate is specifically listed in the Schedule of Authority. We may amend such product lines, with immediate effect, upon providing you with a revised Schedule of Authority.
- 1.3 **Limitations on Your Authority.**
 - a. We shall issue to you, from time to time, written underwriting guidelines which shall contain basic operating procedures required by us. You must abide by such underwriting guidelines and other underwriting instructions, manuals, rates, or other specifications supplied to you by us.
 - b. Any modification or supplementation of our underwriting guidelines (including, without limitation, withdrawal of your authority with respect to any particular line(s) of business or state(s)) may be effected unilaterally by us without your consent.
 - c. You do not have authority to solicit, issue, or deliver any insurance forms for us other than those we furnish to you, and you shall have no authority to change, alter, or waive any of the terms or conditions contained in such policies or

- d. You do not have the authority or responsibility to investigate, adjust, or pay any claims arising under policies written pursuant to this Agreement, and you agree to neither admit nor deny liability on our behalf.
- e. We reserve the right to reject any insurance business that is not satisfactory to us.

SECTION 2: YOUR RESPONSIBILITIES.

- 2.1 **Notification.** You are responsible for immediately sending us all documents and evidence of insurance and for reporting on all insurance accepted in our name. You are also responsible for notifying us of any additional information you acquire that affects the rating of the risk.
- 2.2 **Records and Audits.** All of your records and files pertaining to our business must be available to us for examination and copying by our representatives at any reasonable time, and you agree to provide reasonable cooperation and assistance to us in conducting such examinations. We shall furnish written reports to you following such inspections, indicating where corrective action is necessary, and you shall complete required corrective action as promptly as possible and confirm such completion in writing to us. Our right to inspect and copy records relating to our business shall survive this Agreement and shall continue until all matters affecting us are settled.
- 2.3 **Professional Liability Insurance.** You shall maintain professional liability insurance with limits of liability not less than \$1,000,000, and you shall provide us with a certificate of that insurance when requested by us.
- 2.4 **Report of Losses.** You shall immediately notify us of all claims, suits, and notices of losses, and you shall reasonably cooperate with us with respect to the investigation, settlement, and defense thereof.
- 2.5 **Changes at Your Agency.** You shall give us at least thirty (30) days' prior written notice of any changes in the form of the legal entity under which you do business. Changes include mergers, adding or changing owners and/or selling or transferring your business. You shall also give us prior written notice of any change in your agency name.
- 2.6 **Return of Premiums.** You are responsible for the prompt delivery to policyholders of all return premiums entrusted to you.
- 2.7 **Compliance.** You are responsible for complying with all laws, rules, regulations, and other requirements applicable to your business, including, without limitation, any licensing, privacy, disclosure requirements, and any requirements under the Fair Credit Reporting Act, and the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. §§ 6801 *et seq.*, and applicable federal and state laws and regulations implementing the act (hereinafter, "Privacy Laws").
- 2.8 **Independent Contractor Status.** You are an independent contractor, not our employee, and you are expected to exercise your own judgment and discretion in the conduct of your business, subject to the terms of this Agreement and the requirements of law. All of your employees and agents shall be your employees and agents and shall not be deemed our employees or agents.
- 2.9 **Expenses.** All of your expenses, including, but not limited to, inspection reports, motor vehicle reports, credit reports, audits of insureds, rentals, salaries, supplies not furnished by us, postage, advertising, producer license fees, attorney's fees, utilities, and cost of equipment, shall be borne by you and shall not under any circumstances be considered our expenses in the absence of our written agreement.
- 2.10 **Fiduciary Responsibilities.** You shall have a fiduciary status as trustee for our benefit with respect to each premium received by you until such premium is delivered to us and with respect to any monies received by you from us for refunds due to policyholders as the result of policy changes and/or cancellations. Unless immediately submitted to us, each premium received by you shall be deposited in a segregated bank account which shall serve as a premium trust account, established and maintained by you in your fiduciary status as trustee. The keeping of an account with you on our books in the form of a debtor-creditor account is to be deemed merely a record of business transacted.

- 2.11 **Document Retention.** All documents pertaining to the insurance business placed by you under the terms of this Agreement, including, but not limited to, signed applications, declaration pages, endorsements, riders, selection/rejection forms (including, but not limited to, Uninsured Motorist and Under Insured Motorist, PIP and Medical Payments forms (where applicable)), proofs of discount, and termination notices, must be retained by you for seven (7) years after your relationship with the policyholder has ended. At the end of such seven (7) year period, you shall destroy such documents in a confidential and secure manner.

SECTION 3: SYSTEMS ACCESS.

- 3.1 **Our System.** You may be granted access to our electronic resources including our computer systems, software, and network offerings (collectively, our "System") for business use only and to enter new business, policy changes, or other information about coverages or insureds.
- 3.2 **Confidentiality.** You may gain access through our System to Nonpublic Personal Information and Confidential Information (as defined in Section 8 of this Agreement). We consider all of our System information to be Confidential Information and access is restricted to those designated to perform our business.
- 3.3 **Access.** You are responsible for your use of our System and shall take reasonable measures to protect the confidentiality of access codes, passwords, user IDs, or other access methods. You shall not permit anyone to have access to our System, directly or indirectly, except those persons who have been designated by both you and us. Failure to restrict access shall constitute a material breach of this Agreement.
- 3.4 **Limitations.** We reserve the right to modify, limit, or eliminate your or anyone else's access to our System at any time, for any reason. We may alter the functionality of our System at any time for any reason. The terms and conditions contained in this Agreement supersede any conflicting terms contained in any System User Access Click-Through Agreements.
- 3.5 **Notification of Unauthorized Use.** You shall notify us immediately if you become aware of any unauthorized use of or access to our System.
- 3.6 **Termination Requirements.** Your obligation to maintain the confidentiality of our Confidential Information survives termination of this Agreement. In addition, you are obligated to cease use of and remove or erase all programs and software we provide you from your computer systems and/or return them to us, at our discretion. Upon notice of termination, we may choose to allow you to retain access to our System in order to service your business and process changes to in-force policies.
- 3.7 **Restricted Activities.** In connection with your use of our System, you shall not, nor shall you permit any other person or entity to, (i) copy, reproduce, modify, translate, reverse engineer, decompile, or disassemble our System; (ii) violate any law, statute, ordinance or regulation; (iii) interfere or attempt to interfere with the proper working of our System; (iv) distribute or publicly display our System or any information contained on our System; (v) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights; or (vi) link from another system or web site to any section of our System without our prior written permission. You shall not install or attach any executable program, either in your own systems or in our System, that is designed or intended to capture or store data without our written permission, or which contain any viruses, malicious code, software restraints, electronic self-help, or other computer programming routines which may damage, interfere, or result in denial of service with our System.
- 3.8 **Disclaimer of Warranties.** There may be delays, omissions, or inaccuracies in our System and the information and services available through our System. You understand and agree that your use of our System is at your sole risk and information on our System is furnished to you "as is" and "as available". ALL WARRANTIES, EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED. THIS DISCLAIMER SPECIFICALLY INCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT USE OF OUR SYSTEM SHALL BE UNINTERRUPTED OR ERROR FREE.
- 3.9 **Limitation on Liability.** We agree to run reasonable control checks on data and information provided on our System. However, we do not warrant or guarantee the accuracy of such data and information and shall not be subject to liability for accuracy or completeness of information on our System, or for errors, mistakes, or omissions therein. We are also not liable for any delays in or interruptions of the data or information stream, regardless of the causes. IN USING OUR SYSTEM, YOU AGREE THAT WE

SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF ANY USE OF OUR SYSTEM, WHETHER THOSE DAMAGES ARE FINANCIAL IN NATURE, OR RESULT FROM LOST, INCOMPLETE OR INTERRUPTED DATA OR TRANSACTIONS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 4: COMMISSIONS.

- 4.1 **Commissions.** You are entitled to commission on premiums paid to us at the commission rate indicated in the Schedule of Authority. If any of the business written by you was previously written by another agent and we make a good faith determination that we are legally liable to pay a commission on such business to the other agent, then you agree to return to us any commissions, including, without limitation, performance-based commissions you have received on that business.
- 4.2 **Notice.** We may revise the rate of commission in the Schedule of Authority upon providing you at least sixty (60) days' advance written notice. A change in the rate of commission shall be applicable to all insurance policies issued or renewed on or after the effective date of such change.
- 4.3 **Refunds.** When we refund premiums, you shall refund commissions to us at the same rate that they were allowed to you. This is true whether the transaction takes place during the term of this Agreement or after it terminates.
- 4.4 **Accounts Referred to Us for Collection.** We shall not pay commission on accounts you turn over to us for collection.
- 4.5 **Fees.** All inspection fees, policy fees, service fees, installment fees, or any other such fees charged to any policyholder relating to any policy written by you under this Agreement shall not be considered premium for the purposes of any commission calculation, and no commissions of any kind shall be paid on such fees.
- 4.6 **Disclosure to Customers.** You shall comply with any applicable law, statute, rule, or regulation requiring disclosure to prospective or existing policyholders of compensation paid to you in connection with this Agreement.

SECTION 5: PREMIUM COLLECTION.

- 5.1 **Agency Billed Policies.** If you have been approved for Agency Bill, the following billing procedures will be used:
- a. You are responsible for collecting and remitting all premiums due to us, including any premiums resulting from interim and final audits. You are authorized to retain, out of premiums you collect, commissions in accordance with the Schedule of Authority as full compensation for your services in connection with production and service of insurance placed with us. If you fail to pay us, in accordance with this Agreement, any or all premiums due to us, we reserve the right to apply any and all monies payable to you, including direct and performance-based commissions, against such outstanding balance. The remedy provided for in this Section is cumulative with, in addition to and not in lieu of, any other remedies available to any person at law or in equity.
 - b. We shall send you a monthly accounting statement no later than the fifteenth (15th) day of the next month for all transactions related to that month.
 - c. You shall pay the money due in the accounting statement to us, so that balances are received within thirty (30) days following the last day of the month of the statement, whether or not you collect such payments from the policyholder. The omission of any item from the monthly statement does not relieve you of the responsibility to account for and pay all premiums due, nor does it prejudice the right of either party to collect any premiums due.
 - d. If you fail to collect any premiums in accordance with the terms of this Agreement, we shall have the right to collect such premiums in any manner we see fit. Such action does not relieve you of your liability under this Agreement to pay us all other premiums. No commissions are paid on agency-billed premium we collect.

- e. You shall provide us with a written guaranty of your performances under this Agreement. The guarantor of your performance shall be a person or entity that is acceptable to us.
- f. You shall furnish to us as soon as possible, but in no event more than ninety (90) days after the end of each fiscal year, copies of your financial statements, including the balance sheet, as at the end of such year, in each case containing in comparative form the figures for the previous year; provided, that such financial statements are prepared using a commercially reasonable accounting method consistently applied from year to year.

5.2 Company Direct Billed Policies. Whenever direct billing procedures are used:

- a. You are responsible for and shall submit with each application the initial payment that is required by us. Thereafter, we shall endeavor to collect the balance of the premium written, by directly invoicing each policyholder to whom a policy is issued. Should you collect any premium on direct billed policies, you shall immediately send all premiums to us without deducting commissions.
- b. We shall send you a monthly accounting statement and pay commissions to you within fifteen (15) days after the last day of the month in which applicable premiums are received and recorded as paid.
- c. In the event of the return of premium for any business produced hereunder, we shall return the unearned premium to the policyholder, and you shall be responsible for refunding any unearned commissions to us at the same rate that they were allowed to you. We shall, at our option, either deduct the unearned commissions associated with the return premium from the amount due you in the next monthly accounting statement or invoice you for the unearned commission, which invoice shall be payable within twenty (20) days from the issuance of the invoice.

5.3 Delinquency. If you are delinquent in either accounting or payment, or have reporting discrepancies concerning any money due to us, we reserve the right to any actions set forth in this Agreement, as well as any actions allowed by law, including, but not limited to, any of the following:

- a. Upon written notice to you, suspend your authority to write any new business or to increase our liability, exposure, or risk or to extend the term of any policy without our prior written consent.
- b. Retain as our property all expirations and renewals pursuant to Section 6.2 below.
- c. We may offset commissions, or profit sharing awards, or other amounts we owe you, to the extent you owe us any money. If this Agreement is terminated due to nonpayment of balances due, all reasonable and necessary legal fees and court costs we incur to successfully collect the amounts owed may be added to and become part of your indebtedness to us.

SECTION 6: OWNERSHIP OF BUSINESS.

6.1 Expirations. Provided you have paid all money due to us in accordance with this Agreement, the ownership, use and control of all expirations, and all records applicable to business you have written with us shall be your exclusive property and shall be left in your undisputed possession and control.

6.2 Default. If you are in default under any provision of this Agreement, your rights to the expirations and all records applicable to business you have written with us shall vest in us and become our property. If we assume ownership of such expirations and records, we may, at our discretion, choose to keep all commissions payable on the policies and apply them against what you owe us and/or sell such expirations and records, at public or private sale. If we do not recover enough to pay off what you owe us, you are still responsible for the amount that remains unpaid. If the amount we recover is more than you owe us, we shall deduct our expenses and pay any remaining balance to you. You hereby grant to us a security interest in all expirations and records applicable to business you have written with us pursuant to this Agreement. This Agreement shall constitute a Security Agreement executed in favor of us in accordance with the law of every jurisdiction in which you and we conduct business. You

SECTION 7: INDEMNIFICATION.

- 7.1 **By Us.** We shall indemnify and hold you harmless from and against all claims, losses and expenses, including reasonable attorneys' fees and costs of defense and investigation, resulting from any act or failure to act by us, or breach by us of our obligations under this Agreement. Immediately upon receipt by you of notice of the commencement of any action or of a threat of action, you shall, if a claim in respect thereof is to be made against us under this Section, notify us in writing.
- 7.2 **By You.** You shall indemnify and hold us harmless from and against all claims, losses and expenses, including reasonable attorneys' fees and costs of defense and investigation, resulting from any act or failure to act by you, or breach by you of your obligations under this Agreement. Immediately upon receipt by us of notice of the commencement of any action or of a threat of action, we shall, if a claim in respect thereof is to be made against you under this Section, notify you in writing. We shall at all times have the right to receive and apply any amounts owed to us by you under this Section against any amounts we owe you under this Agreement.

SECTION 8: NONPUBLIC PERSONAL INFORMATION AND CONFIDENTIAL INFORMATION.

- 8.1 **Nonpublic Personal Information.** Both you and we have obligations to safeguard Nonpublic Personal Information as defined by the Privacy Laws. In accordance with those Privacy Laws, you and we agree to comply with the Privacy Laws and agree further not to take any action to cause the other party to violate such Privacy Laws. If the applicable Privacy Laws change, each party shall take such action as is necessary to comply with such changes. You also agree to comply with our published privacy policies, as may be amended by us from time to time.
- 8.2 **Confidential Information.** As used in this Agreement, the term "Confidential Information" shall mean any materials or information, in whatever form or medium (including conversations), relating to a party's business strategies, marketing strategies, financial information, technical information, methodologies, trade secrets, information processing, Nonpublic Personal Information, product development, service development, policyholder information, intellectual property, software, computer source and object codes, and any other information regarding a party's business. Information is not considered confidential or proprietary if it: (a) is or becomes publicly available information other than as a result of disclosure in violation of this Agreement; (b) was available to or already known by the recipient on a non-confidential basis prior to its disclosure by the other party; (c) is developed by the recipient independently of any information acquired from the other party; (d) becomes available to the recipient on a non-confidential basis from a third party, provided that the recipient has no reason to know that the third party is or may be bound by a confidentiality agreement with the other party; or (e) is disclosed pursuant to a court order or the requirement of any governmental authority, provided that the recipient promptly notifies the disclosing party of any such order or requirement, and cooperates, at the disclosing party's expense, in any effort to obtain a protective order.
- 8.3 **Your Responsibilities.** You agree not to disclose to third parties, without our prior written consent, any of our Confidential Information. You further agree to use our Confidential Information only for purposes of selling, soliciting, or negotiating insurance pursuant to the terms of this Agreement and for no other purpose. Your agreement and obligation to safeguard the confidentiality of such Confidential Information shall survive the termination of this Agreement.
- 8.4 **Our Responsibilities.** We agree not to disclose to third parties, without your prior written consent, any of your Confidential Information. We further agree to use your Confidential Information only for purposes of underwriting or servicing insurance pursuant to the terms of this Agreement and for no other purpose. Our agreement and obligation to safeguard the confidentiality of such Confidential Information shall survive the termination of this Agreement.
- 8.5 **Remedies.** In the event of any breach or threatened breach of the conditions contained in this Section 8, the party whose Confidential Information is at risk shall have the right to injunctive relief enjoining any such breach or threatened breach, it being

acknowledged that legal remedies are inadequate. The parties hereby acknowledge and agree that Confidential Information is valuable, proprietary and unique and that any disclosure of such Confidential Information in breach of this Agreement shall result in irreparable harm which cannot be adequately compensated by monetary damages alone.

SECTION 9: INTELLECTUAL PROPERTY.

- 9.1 **Approval.** You must obtain our prior written consent for use of our name, domain names, copyrighted materials, trademarks, service marks, logos, software, or any other intellectual property (individually and collectively referred to herein as the "Intellectual Property"). In the event that we provide such consent, you shall use our Intellectual Property only in accordance with our written or published rules and requirements. With respect to materials which were prepared by us and which refer to us and our products and services, you shall not alter any such materials, and thereafter broadcast, publish or distribute them as altered without first obtaining our written authorization.

SECTION 10: TERMINATION.

- 10.1 **Termination Methods.** This Agreement may be terminated pursuant to any of the following (the effective date of any such termination being the "Termination Date"):

- a. **Mutual Agreement.** You and we may terminate this Agreement any time by mutual written agreement.
- b. **Notification.** Either party may terminate this Agreement by giving the other party at least sixty (60) days' advance written notice.
- c. **Immediately for Certain Reasons.** We may terminate this Agreement immediately upon written notice to you for any reason listed below:
 - (1) If your license or authorization lapses, or is terminated or suspended by any regulatory authority;
 - (2) If you fail to pay any amount of money due to us on time;
 - (3) If you sell, mortgage, encumber, or transfer over twenty-five (25) percent of your insurance business underwritten by us, as measured by premium volume or policy count;
 - (4) If you change the form of the legal entity under which you do business, merge, add or change owners, or sell or transfer your business, unless we are notified by you at least thirty (30) days prior to such event and we consent in writing thereto;
 - (5) For fraud, material misrepresentation, insolvency, bankruptcy, assignment for the benefit of creditors, abandonment, commission of a felony, willful misconduct, misappropriation of funds, or abuse of authority; or
 - (6) For a material breach of this Agreement.

- 10.2 **Rights Following Termination.** Upon termination of this Agreement, the following shall apply:

- a. You shall no longer have the authority to solicit, receive, and accept applications of insurance on our behalf, and you must promptly return all property belonging to us.
- b. Your authority with respect to policies remaining in-force after termination of this Agreement is limited to servicing your business with us and making routine changes in policies which do not extend expiration dates or increase our liability, exposure, or risk except with our written consent.

- c. All policies of insurance which are in-force on the Termination Date may continue until their respective expiration dates. We shall have the right to cancel any such policies of insurance for underwriting reasons or for nonpayment of premiums, subject to applicable law and policy provisions.
- d. We shall send appropriate non-renewal notices to policyholders, subject to any requirements imposed by law or applicable policy terms.
- e. To the extent required by law, we shall notify policyholders of their rights to have an insurance policy renewed (whether directly or through another agency) following termination of this Agreement. You and we agree that such notice does not violate this Agreement.
- f. If we are required by law to renew policies that are in-force on the Termination Date, we shall do so, but only for the legally stipulated period, unless we are permitted to non-renew because we have stopped writing a class of business or line of insurance.

SECTION 11: MISCELLANEOUS PROVISIONS.

- 11.1 **Amendment.** Unless otherwise provided herein, this Agreement may be modified or amended only by a written amendment or addendum signed by you and us.
- 11.2 **Waiver.** Neither you nor we shall be deemed to have waived any right under this Agreement unless such waiver is in writing and signed by both parties. No delay or omission on the part of either you or us in exercising any such right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.
- 11.3 **Severability.** If any provision of this Agreement is or becomes in conflict with any applicable state or federal statute or regulation, such provision shall be deemed to be severed from the Agreement and shall not affect the validity of the Agreement.
- 11.4 **Assignment.** This Agreement shall not be assigned or otherwise transferred by either party, in whole or in part, to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- 11.5 **Entire Agreement.** This Agreement supersedes any and all previous agreements between you and us with respect to the subject matter hereof, whether written or oral, and represents the complete and exclusive agreement between us, as to the subject matter hereof. Any and all previous agreements between us with respect to the subject matter hereof, including, but not limited to, previous agency agreements, if any, are hereby terminated as of the Effective Date hereof.
- 11.6 **Headings.** Headings contained in this Agreement are for reference only and do not constitute part of this Agreement.
- 11.7 **Agent of Record Designation by Policyholder.** If a conflict exists as to whether you or another licensed agent is authorized to represent an existing or prospective policyholder, that policyholder's latest written instruction as to the designation of which agent is so authorized (i.e., an agent of record letter) shall control. All determinations by us in this regard shall be final and binding on you.
- 11.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law. The parties agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state courts located in Clermont County, Ohio or the federal court located in Hamilton County, Ohio and hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
- 11.9 **Notice.** Any written notice required hereunder shall be deemed sufficiently given if sent by overnight courier with confirmation of receipt, or if mailed by the United States Postal Service via certified mail return receipt requested, if addressed to the individual(s)

named below at the addresses first indicated above or to such other names and addresses as one party may advise the other in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

For the Agent:

Signature: _____

Name: _____

Title: _____

Date: _____

For the Company:

Signature: _____

Name: _____

Title: _____

Date: _____

For the Company:

Signature: _____

Name: _____

Title: _____

Date: _____

AMENDMENT TO AGENCY AGREEMENT

This Addendum is effective _____, _____, _____ and forms a part of the Agency Agreement dated _____, _____, _____ by and between one or more of the insurance companies affiliated with AMERICAN MODERN INSURANCE GROUP, INC (hereinafter "Company") and _____ (hereinafter "Agent").

The parties hereto agree as follows:

Agent acknowledges that it is a member of NEXT WAVE INSURANCE SERVICES, LLC ("The Master Agent"), and hereby authorizes Company to share Agent's premium and loss information with The Master Agent as needed by Company in order that Company can comply with Company's contractual obligations to The Master Agent. Agent agrees to provide written notice to Company within thirty days of Agent terminating its relationship with The Master Agent.

WITNESS:	Agent
By: _____ (Witness Signature)	By: _____ Title _____

WITNESS:	Company
By: _____ (Witness Signature)	By: _____ Title _____

WITNESS:	Company
By: _____ (Witness Signature)	By: _____ Title _____