SPECIAL INSURANCE SERVICES, INC. (Hereinafter called the Company)



SINGLE CASE AGREEMENT

| This section <u>must</u> be completed by Agent/General Agent | | | | |
|--|---|----------------------------------|---|--|
| Agent/General Agent | | Agent Number | Commission Percent* | |
| | | | | |
| | | | | |
| | | | (New & Renewal) | |
| | ne percentage of premium that the agen | | e as commission. Do <u>not</u> enter "100%" in this | |
| | | | | |
| ACCOUNT NAME: | | | | |
| # OF ELIGIBLE PER | SONS: | | | |
| | EASE READ THE REVERSE (No reproductio Special Insurance Services, Inc. | ns of this form will be accepted | | |
| | | | | |
| Signed: | | | Dated: | |
| AGREED: | | | | |
| Agent: | | | | |
| Signed: | | | Dated: | |
| Agent: | | | | |
| Signed: | | | Dated: | |
| Agent: | | | | |
| Signadi | | | Datade | |

Instructions:

The Writing Agent must complete this Agreement (<u>both front and back</u>) and submit it, along with the new business information, to the General Agent. The General Agent will complete the Agreement and forward it to Special Insurance Services, Inc. No agent will be paid commission until he/she is appointed by the underwriting carrier.

- 1. The Company agrees to pay you as full remuneration for services rendered for the production of insurance premiums, a commission as listed herein, on the premiums paid to the Company and received by the Company, and earned by the Company.
- 2. The commission provided herein shall not be payable after (a) the date on which you are no longer recognized by the employer as its Agent or Broker for this insurance; (b) the Department of Insurance has issued rules or adopted regulations affecting the commissions herein or necessitating the revision of such insurance (in the event of such contingency, this Agreement shall be subject to re-negotiation); (c) your ceasing to be a licensed Agent or Broker for any reason; (d) your ceasing to be an appointed Agent of the Company; or (e) your permanent or temporary loss of license for any reason.
- 3. The Agent/Broker shall receive compensation as specified for as long as the Company receives compensation at the same level as of the date of the execution of this Agreement, or until commission for all such policies is reduced by the Company. In the event of a reduction in the Company's income from levels applicable on the date of this contract, both parties agree that adjustments will be made accordingly.
- 4. This contract can be terminated by either party sending not less than 30 days written notice of such termination.

5. PREMIUMS AND ACCOUNTING

- 5.1 All premiums are to be paid directly to the Company. The Agent has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Company's Master Policy or certificates, to collect renewal premium, to extend time for payment of premium, or to endorse checks payable to the Company.
- 5.2 The right of the Agent or any other person to receive commissions shall, at all times, be subordinate to the right of the Company to offset or apply commissions against any indebtedness of the Agent to the Company. This right of offset shall include, but not be limited to, application against any liability incurred by the Company to any person by reason of the negligent or unauthorized acts committed by the Agent or any of his sub-agents or brokers. In the event commissions due hereunder are not sufficient to satisfy the debt, the Company may require immediate repayment of the debt from the Agent. An extension of time for repayment or modification of the amount due shall not waive the Company's rights hereunder.
- 5.3 All accounting and records of the Agent pertaining to insurance written through the Company shall be subject to inspection and audit by the Company at any reasonable time.

6. GENERAL PROVISIONS

- 6.1 The Company shall not be responsible for any expenses incurred by the Agent whether on the Agent's or Company's behalf. The Company shall administer the program and pay for all application forms, certificates, renewal billings and reporting forms.
- 6.2 Should the Company, for any reason, refund any premium on any policy or insured enrolled by any application procured by the Agent, his sub-agent or broker, the Agent shall be liable and shall make repayment of any commission paid to the Agent for the policy or application.
- 6.3 The assignment of commission or any other funds that may be due the Agent under this Agreement is prohibited and shall not be valid unless authorized in advance in writing by the Company. Any such authorized assignment shall at all times be subject to any and all indebtedness of the Agent to the Company.
- 6.4 All notices, requests, communications and demands under this Agreement shall be in writing and shall be duly given if delivered in person or sent by registered mail, postage prepaid, to the party entitled to notice at the address which appears in the records of the Company.

| Writing Agent's Initials: | Date: | |
|---------------------------|-------|--|
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