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NEW / UPDATE AGENT QUESTIONNAIRE

Agency Information	
Structure:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship
Years in Business:	Tax ID Number:
Agency Name:	
DBA (if applicable):	
Existing Honor Capital Internal Code (if applicable):	
Street Address:	
City State Zip:	
Phone:	Fax:
E-Mail:	
Website Address:	Agency Management System Used (if applicable):

AGENCY Department of Insurance License/Registration #:	
Licensed AGENT Name (Natural Person):	
Licensed AGENT Department of Insurance License No. (Resident State):	
Principal's Name:	Title:
Contact Re: Premium Financing:	Title:

Aggregate Average Premium Written Per Month (total written \$):		Amount of Total Premium Written Premium Financed (%):	
Premium Written Through Direct Bill Programs \$ (Non-Agency Bill):		Any Digital Billing Providers Utilized Today (if applicable):	
Current Premium Finance Company:			
Indicate Your Portfolio Mix	Commercial %:		Personal Lines %:
Referred by:			

Errors and Omissions Policy		
Carrier	Policy Number	Expiration Date

Primary Insurance Carriers / MGAs / MGUs Represented		
Name	Telephone Number	Contact Name

**HONOR CAPITAL FINANCIAL CORPORATION
AGENCY PRODUCER AGREEMENT**

THIS AGENCY PRODUCER AGREEMENT (hereinafter the "Agreement") is entered into by and between **Honor Capital Corporation** f/k/a ETI Financial Corporation, a Florida corporation ("**HONOR**"), having its principal place of business at 1551 Sawgrass Corporate Pkwy Ste 130, Sunrise, FL 33323 and _____ (hereinafter "**AGENCY**") having its principal place of business at _____ having assented to the terms hereof, as evidenced by their execution below.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HONOR and AGENCY (collectively "the Parties") agree as follows:

DEFINITIONS:

"**AGENCY**" is the entity described herein and shall include all branches and locations under common ownership or operation engaged in the sale or marketing of insurance policies to insureds, as allowed by law.

"**PFA**" is an insurance premium finance agreement ("PFA") generated by the AGENCY utilizing HONOR's approved form or online portal.

"**Amount Financed**" is the amount of insurance premiums, taxes, and fees listed on a PFA less the amount of down payment paid or credited by the Insured.

"**Eligible PFA**" is a premium finance agreement originated by the AGENCY that meets all the terms of eligibility for financing as described in attached Exhibit A. Said terms are subject to all revisions in effect at the time of the delivery of the PFA. The decision to finance any Eligible PFA shall remain in the sole discretion of HONOR. Any reference to PFAs herein shall be assumed to refer to Eligible PFAs. In the event of any conflict in the terms between this Exhibit A and Exhibit B, the terms of Exhibit A shall control with the exception of the required down payment for a PFA, in which case, Exhibit B shall control.

AGENCY REPRESENTATION AND DUTIES

1. **Good Standing of AGENCY:** The AGENCY hereby warrants and represents that it is a properly licensed insurance agency or broker, in good standing in all states in which it operates or provides services, and that it is and shall remain in full compliance with all laws and regulations, promulgated by the legislative or regulatory bodies, Departments of Insurance, or other administrative bodies, for those states in which it operates. The AGENCY represents that all information provided to Honor is accurate and is being relied upon by Honor. Further, the Agency authorizes HONOR to conduct ongoing background checks of the AGENCY and its Agents, including but not limited to appointments, licensing, and regulatory actions.
2. **The AGENCY hereby acknowledges that it is not an agent, affiliate, or representative of HONOR.** In no event shall HONOR be legally bound by any representations that the AGENCY shall make to the insured or any third party, either in writing or orally, unless otherwise confirmed in writing by HONOR.
3. **PFA Production & Delivery:** The AGENCY will, at its expense, produce and deliver to HONOR via authorized means only, including the online portal, only authorized and Eligible PFAs, which have been signed by the Insured or their authorized representative as well as the AGENCY, subject to any restrictions provided by state law. Should a PFA be submitted that is not signed by the insured, the AGENCY represents that it was authorized to sign on behalf of the insured, and said execution is allowed by state law where the insured resides, and the AGENCY will provide a fully signed PFA.

4. **AGENCY Collection of Down Payment:** The AGENCY shall collect the required down payment from the Insured and ensure its delivery to the Insurance Company issuing the policies set forth in the PFAs or to HONOR as the circumstances warrant. HONOR may, at its sole discretion, allow the AGENCY the option of processing the insured's down payment through HONOR's ACH or credit card facilities. The processing of the down payment in this manner requires the AGENCY to provide the insured's ACH or credit card information to HONOR during the point-of-sale process. Any ACH or credit card payments processed for these down payments via HONOR's facilities that are ultimately dishonored or returned for any reason by the applicable financial institution will become the responsibility of the AGENCY to immediately honor and reimburse said funds to either the insurance company or Honor, as applicable.
5. **Payment of Premium:** The source of funds for payment of the total premium shall be the down payment collected by the AGENCY from the insured and the amount financed, as stated in the PFA, to be funded by HONOR. If funding of the amount financed is done via direct payment to the AGENCY, then the AGENCY agrees that it is authorized by the Insurance Carrier to receive such funds from HONOR and that it will promptly pay the total premium shown in the Contract directly to the Insurance Carrier or their authorized managing general agent in the timeframe established by the carrier. If funding of the amount financed is to be sent by HONOR directly to the Insurance Carrier or its authorized managing general agent, then the AGENCY agrees to pay to the Insurance Carrier or their authorized managing agent the down payment received from the insured, less any commissions due it, if authorized to be retained by the carrier and/or the managing general agent, to the carrier within the time frame required by the carrier. Any surplus amounts collected by the AGENCY and not required for funding will be promptly sent to the HONOR for credit to the insured's account.
6. **Delivery and Funding of PFAs:** Eligible PFAs containing all required signatures must be delivered by the AGENCY to HONOR within 7 days of the date written. Funding of a PFA will not occur until the Eligible PFA is received, processed, and approved by HONOR. The AGENCY must submit a signed PFA either manually or using HONOR's Electronic Signature system or authorized online portals.
7. **Return of Unearned Premium and Commission on Cancellations:** In the event an insurance policy financed by HONOR is canceled for any reason, the AGENCY is responsible for paying HONOR unearned commission on such policies unless such amounts have been remitted to the carrier. Additionally, if the AGENCY receives or has credited to them unearned premiums, return endorsements, dividends, down rates, or any other policy credits from the carrier, MGA, or any other party, the AGENCY agrees and covenants that it shall deliver, such amounts to HONOR within fifteen (15) days following receipt or credit of such funds.
8. **Payments Received by AGENCY:** AGENCY shall direct Insured to send payments by mail to HONOR CAPITAL CORPORATION at PO Box 829522 Pembroke Pines, FL 33082 or other address as notified to AGENCY by HONOR. AGENCY agrees to promptly remit to HONOR within one business day following receipt of all payments received relating to the PFAs funded by HONOR. These payments received by AGENCY are not credited to the PFA until received by HONOR.
9. **Additional Premiums:** On financed accounts where an Additional Premium ("AP") is needed, and the Insured wishes to finance the AP, HONOR may finance such AP if the insured is current as to all payments and at least 4 payments are remaining, and the correct down payment, per HONOR's guidelines, is collected from the insured. Further the AGENCY agrees to indemnify HONOR for any losses, should the AGENCY fail to obtain from the Insured an appropriate down payment and financing of any needed endorsements or APs, to ensure that all return premiums due HONOR under the terms of any PFAs financed by HONOR are not impaired.
10. **AGENCY Representations and Warranties:** The AGENCY makes the following representations and warranties: (a) The Cash Down Payments listed on any PFA furnished to HONOR have been paid by the insured, and any portion of which is owing to the Insurer, MGA or HONOR will be paid within 15 days of

receipt. (b) That all policies listed on any PFA submitted are or will be in force on the stated effective dates; AGENCY or Agent is authorized by the issuing insurance companies and is duly licensed as required by state statute to produce the policies listed therein. (C) AGENCY represents that the insured named in the premium finance agreement is the person or entity they purport to be, all signatures are genuine and authorized, or to the extent permitted by applicable law the AGENCY has been authorized by the insured to sign the PFA on the insured's behalf and to take all other actions on behalf of the insured as allowed by law; and that the insured is not in bankruptcy or receivership. AGENCY represents that all information on all premium finance agreements submitted is correct and that the premium amounts are correct and that the insured (and if required, the carrier) have timely received an executed copy of the premium finance agreement. HONOR reserves the right to verify any or all information provided by the AGENCY, and the AGENCY agrees to cooperate with any such verification. (D) None of the policies listed on any PFA are subject to reporting or retrospective rating provisions. (E) Policies subject to audit shall only be financed upon specific written request by AGENCY, stating such audit provisions, and then only subject to specific written approval by a corporate officer of HONOR. (F) Upon the request of the HONOR, the AGENCY will cancel with the insurance company all policies financed with the HONOR that are in default and all return premiums, endorsements or other credits received by the AGENCY on behalf of HONOR shall be remitted to HONOR within 15 days of receipt. (G) AGENCY is responsible to pay unearned commissions to HONOR in the event of cancellation, provided they are not obligated to pay the same to the scheduled insurance company (H) AGENCY warrants that no premium being financed is fully earned, either at the time of inception or upon a claim or loss event and that no such no premiums are eligible to be financed. (I) AGENCY shall hold HONOR, its officers, directors, agents, employees, representatives, parents, affiliates, subsidiaries, successors, and assigns harmless from, and indemnify them against any liability, claim, cause of action, damages, losses, and expenses (including, without limitation, reasonable attorney's fees and costs at all pre-trial, trial, post-trial, post-judgment, and appellate levels) resulting from errors, omissions or inaccuracies of AGENCY in preparing any PFA. The AGENCY shall maintain sufficient insurance coverage to cover potential liabilities arising from their errors, omissions, or inaccuracies.

11. **Term:** AGENCY's approval to deliver PFAs for funding by HONOR is subject to termination at any time by HONOR. Regardless of such termination, AGENCY's representations and duties will continue so long as a balance remains on any PFA previously delivered by AGENCY.
12. **Confidentiality:** AGENCY agree to maintain the confidentiality of all information related to this AGENCY Producer Agreement, including but not limited to, the terms of this Agreement, business operations, customer information, and any data related to the PFAs. Except as required by law or for the performance of this Agreement, AGENCY shall not disclose any such confidential information to any third party without the prior written consent of HONOR. This confidentiality obligation shall survive the termination of this Agreement and continue indefinitely. Any breach of this confidentiality provision by AGENCY will give HONOR the right to seek all available legal remedies, including but not limited to injunctive relief and damages.
13. **PFA Subject to Confirmation:** HONOR, in its sole discretion, may confirm any term or condition of any policy financed with the issuing insurance company, their designated general agent, and/or the Insured. Any discrepancy found during any such confirmation may cause the PFA to be rejected by HONOR, and AGENCY shall refund any funds received in such event.
14. **Jurisdiction; Venue; Governing Law:** The laws and decisions of the State of Florida shall govern this Agreement. The parties waive the right to trial by jury of any controversy arising under this Agreement. Each of the parties hereto consents and submits to the jurisdiction of any local, state, or federal court located within Broward County, Florida, and waives any right it may have to transfer the venue of any such litigation.
15. **Interest & Attorney's Fee; Guaranty; Miscellaneous:** AGENCY agrees to be responsible for agent statement balances owing to HONOR; plus, attorney fees, whether suit is brought or not, and interest at the highest

rate allowed by state law, if past due. If the AGENCY requests to be funded by HONOR, AGENCY gives HONOR the authority to conduct a personal credit check of the principals of the AGENCY as well as the AGENCY itself.

16. **Personal Liability:** In the event the AGENCY or any of its employees, agents, or representatives breach any of the warranties, representations, or duties contained herein, then, in addition to all other parties who may be individually liable as a matter of law (i.e., Agent in Charge), **the Licensed Agent or Agent in Charge, as well as the individual executing this Agreement below, shall be personally liable for all balances owed to HONOR arising out of this relationship.**
17. **Severability:** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable, such term or provision in any other jurisdiction

MAILING ADDRESS: All PFAs, amounts due from AGENCY, and required documents shall be sent to HONOR CAPITAL CORPORATION at PO Box 829522 Pembroke Pines, FL 33082 or other such address notified to AGENCY by HONOR.

For questions on PFAs, please call our customer service (toll-free) at 800-995-7001.

Agreed and accepted by both HONOR and AGENCY as of the date shown below.

HONOR CAPITAL CORPORATION
"HONOR"

By: _____
Name _____
Title _____

"AGENCY"

Signature Licensed Agent: _____
Name _____
Date: _____

EXHIBIT A
PREMIUM FINANCING ELIGIBILITY CRITERIA

In order for a Premium Finance Agreement to be considered for financing by HONOR, it must meet each of the following criteria. AGENCY acknowledges that it has verified the compliance with these requirements and warrants that all PFAs submitted to HONOR have met these criteria.

- 1. PFA Form:** Be on an HONOR approved Premium Finance Agreement form, be legal, valid, and binding to the Insured, and evidenced by only one originally executed PFA. PFA containing all required signatures must be delivered by AGENCY to HONOR within 7 days of the date written. HONOR will not finance any PFAs entered into more than 10 days after policy effective date without written **authorization from HONOR.**
- 2. Minimum Annual Percentage Rate:** The annual percentage rate stated in the PFA shall not be less than the then-current Program Rate in accordance with HONOR's applicable Program Rate table as delivered to AGENCY from time to time or appearing on HONOR's website and be payable only in U.S. currency.
- 3. First Payment Due Date and Level Payments:** The first payment is due not later than 35 days following the inception date of the policy. Under no circumstance will the PFA provides for no more than 10 level monthly payments that fully amortize the Amount Financed, unless approved in writing by HONOR prior to submission of the PFA.
- 4. Basis of Premium Earned:** Each insurance policy premium financed is earned by the issuing insurance company not more rapidly than short-rate except as to a maximum of a 25% minimum earned in the case of surplus lines policy. No earned at writing premium or fully earned policy (or a policy that has a fully earned if a claim filed provision) shall be submitted to HONOR for financing unless otherwise approved in writing by HONOR. Flood or Wind Only insurance can only be financed upon written approval of HONOR.
- 5. PFA Originated in Normal Course of Business:** Each PFA shall be originated within the normal course of business of the AGENCY and has no additional or undisclosed risk factors than the typical PFA.
- 6. Insured to be domiciled in the United States of America:** Each Insured and obligor under the PFA shall be domiciled in the United States of America at the time of PFA origination.
- 7. Information True and Correct:** All information shown on the PFA is true and correct as of the date of origination and includes all information required for the proper and lawful origination of such PFA.
- 8. Minimum and Maximum Amount:** The Amount Financed by any Insured shall be not less than \$200; maximum amounts shall be set by HONOR and programmed into the website rate table; amounts exceeding maximum will require written approval.
- 9) Eligible Insurance Company:** Only policies issued by eligible Insurance Companies will be considered for financing. An eligible Insurance Company must have a minimum rating limit of not less than "B" by A.M. Best. HONOR may, from time to time, in its sole discretion, allow specific insurance company exceptions to the Insurance Company rating limit, as delivered in writing to the AGENCY.
- 10) Insured in Bankruptcy or Receivership:** HONOR cannot finance any insurance where the insured is in Bankruptcy or Receivership.
- 11) Down-payment Minimums and Maximum Number of Payments:** The following minimum down payments and maximum number of payments shall be required unless HONOR has approved, in writing, any exceptions to the levels.
 - Semi-Annual policies 45%
 - Commercial Policies – Admitted carriers 20% (unless minimum earned is greater than 25%, then down payment shall be no less than minimum earned)
 - Commercial Policies – surplus lines carriers 20% plus fully earned fees (unless minimum earned is greater than 25%, then down payment shall be no less than minimum earned)
 - Auto Policies- determined by state.
 - Homeowners Policies -admitted carriers - 15% with 10 payments.
 - Homeowners Policies -surplus lines - 20% with 10 payments

30-Day Notice Requirements – if any policy has filing notice requirements, add an additional 5% to the down payment. If the requirement exceeds 30 days, special written approval is required from HONOR.
The maximum number of payments on an annual policy is 10 and on a semi-annual policy is 4.

ADDITIONAL PREMIUM DOWN PAYMENT SCHEDULE

Time Elapsed Since Effective Date of Policy	Down Payment Required on Existing PFA (as % of additional premium)
0 – 29 days	25%
30 – 59 days	30%
60 – 89 days	40%
90 – 119 days	50%
120 days or greater	Call for requirement