

AGENCY AGREEMENT

This Agreement is made between Prime Rate Premium Finance Corporation, Inc. (hereinafter referred to as "Prime Rate"), located at 2141 Enterprise Dr., Florence, South Carolina 29501, _____ (hereinafter referred to as "Agency"), located at _____.

1) AGENCY OBLIGATIONS

Agency agrees to meet the following obligations throughout the term of this Agreement.

- (a) Agency and/or its producers shall be licensed to do business in all states for which coverages may be financed.
- (b) Agency shall forward a signed copy of the premium finance agreements to Prime Rate prior to any funding by Prime Rate.
- (c) Agency represents that the insured named in the premium finance agreement is, in fact, the person or entity they purport to be and the agreement has been signed in accordance with prevailing state statutes. Agency represents that all insurance policies listed on any premium finance agreement submitted by Agency are in force, that the premiums are correct, and that the insured and, if required, the carrier has received a copy of the premium finance agreement.
- (d) Agency shall remit all monies collected from insureds to Prime Rate within 7 days of receipt.
- (e) Agency agrees that it is legally bound to deliver, and shall deliver, all unearned premiums and commissions on cancelled accounts to Prime Rate within 30 days of the receipt or credit of such funds.
- (f) Agency shall be responsible for all losses incurred by Prime Rate that result from errors or omissions on the part of Agency.
- (g) Agency shall notify Prime Rate immediately when it becomes aware of an additional premium charged to any policy financed by Prime Rate.
- (h) Agent shall follow all underwriting guidelines and procedures published by Prime Rate.
- (j) Agent shall notify Prime Rate prior to any change in ownership or business location, or when any significant changes in operations are implemented.

2) TERM

Agency's approval to deliver contracts for funding by Prime Rate is subject to termination at any time by Prime Rate. Regardless of such termination, Agency's representations and duties will continue so long as a balance remains on any contract previously delivered by Producer.

3) INDEPENDENT CONTRACTOR

Agency acknowledges that it is not an employee, agent, or representative of Prime Rate and that its relationship with Prime Rate is that of Independent Contractor.

4) AGREEMENT OF CONFIDENTIALITY BY AGENCY

Agency agrees that the rates and terms offered by Prime Rate to Agency are proprietary and confidential information and that Prime Rate could suffer financial harm should the general nature, specific provisions, or documentation of this confidential information be disclosed to unauthorized individuals. Agency warrants that it will not disclose Confidential Information in any manner except (a) to authorized officers of Agency or its affiliates (current, prospective and future, as well as lawyers and accountants of Agency) who agree to be equally bound by this Agreement of Confidentiality, and (b) in response to a legitimate request from a regulatory authority or in compliance with any court order.

5) ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive agreement between the parties and supersedes any and all prior negotiations, representations, understandings, and agreements between the parties.

6) ATTORNEY FEES

The parties hereto agree that, if any action or dispute arises regarding enforcement of this Agreement, or any of the terms, covenants, or conditions hereof, whether the same shall proceed to judgment or not, the prevailing party shall be reimbursed for all reasonable expenses incurred in resolving such dispute, including attorneys' fees.

7) BINDING EFFECT

This Agreement shall be binding upon the heirs, administrators, executors, successors, and assigns of the respective parties hereto, and any parent, subsidiary, and affiliated entity of each party.

8) JURISDICTION

The laws of the State of South Carolina shall govern this Agreement. The parties waive the right to trial by jury of any controversy arising under this Agreement. Agent agrees that any actions or proceedings initiated by Agent arising out of this Agreement shall be litigated either in the state courts of Florence, South Carolina or in the United States District Court of South Carolina.

9) AUTHORITY

Each person who signs this Agreement represents and warrants he is authorized to enter into this Agreement and to bind the party on whose behalf he signs. Each party to this agreement has the authority to verify the accuracy of information provided and to obtain business, as well as personal credit information.

PRIME RATE PREMIUM FINANCE CORP., INC.

AGENCY

By (signature)

Print Name

Date

By (signature)

Print Name

Date