



Dear Agent:

Thank you for your interest in Links Insurance Services. If you are interested in an appointment, please complete the attached application for each of your locations along with an ACH form and voided check for each location, a W9 and Broker Agreement.

In the event you have multiple locations please advise if you would like all commission checks and statements to be mailed to one location.

For faster service, fax the completed documentation to (866) 381-4546 or mail to the address below.

Upon receipt of all necessary documents our underwriting department will review and advise you of their decision within fourteen (14) days.

In the event you are appointed you will receive a Producer Code, an executed Broker Agreement and instructions as to how to begin producing business. In the event you are not appointed, you will receive a letter from us stating same.

Sincerely,

Marketing Support

Links Insurance Services  
Attn: Marketing  
2901 Clint Moore Road #317  
Boca Raton, Florida 33469

**Links Insurance Services, LLC**  
 2901 Clint Moore Road #317  
 Boca Raton, Florida 33487  
**Fax: 866-381-4546**

**APPLICATION FOR BROKER APPOINTMENT**

Agency Name		Year Established	Telephone Number
Physical Address (home office)		City, State, Zip	Fax Number
Mailing Address (if Different) (include city, state and zip)		E-Mail Address	
Agency Principal, Name and Title	Home Address (include city, state, and zip)		Date of Birth
Previous Residence locations in the last 5 years			
Previous Agency Business locations in the last 5 years			
<b>ARE YOU A CURRENT QUICK QUOTE SUBSCRIBER?</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>ARE YOU A CURRENT QUICK FILE SUBSCRIBER?</b>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>COMPANY</b>		<b>CURRENT APPOINTMENTS</b>	
Personal Lines Auto	# Years	Annual Premium Volume	Overall Loss Ratio
1.		\$	%
2.		\$	%
3.		\$	%
4.		\$	%
<b>Other Lines</b>		<b># Years</b>	
1.			%
2.			
3.			
4.			
5.			
How is your business derived?		<b>Line of Business Percentage by Premium Volume</b>	
Referrals	%	Personal Lines Auto	%
Yellow pages	%	Personal Lines Property	%
Radio / TV ads	%	Commercial Lines	%
New Car Dealers	%		
Used Car Dealers	%		
Other	%		



# BROKER AGREEMENT

**Producer Code:** \_\_\_\_\_

**Producer Name :** \_\_\_\_\_ (herein, "Producer")

**Producer State of Domicile/Residence:** Florida

This Broker Agreement (herein, "Agreement") is entered into and effective \_\_\_\_\_ (herein, "Effective Date") by and between **Links Insurance Services, LLC**, a Florida limited liability company, as Program Administrator for various insurance companies (herein, "Administrator"), and the Producer, with reference to the following facts:

## RECITALS

WHEREAS, Producer is an insurance broker licensed in Florida by the Florida Department of Insurance; and

WHEREAS, Producer desires to place applications for insurance with the insurers represented by the Administrator on behalf of Producer's client insureds; and

WHEREAS, Administrator, on behalf of its principal insurers, desires to accept such applications from Producer through an electronic binding system or as otherwise designated by Administrator.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Administrator and Producer agree as follows:

**1. Applicable Business.** This Agreement shall govern all business that Producer places with Administrator in the State of Florida.

**2. Licensing.** Producer warrants (a) that it holds a valid Florida insurance broker-agent license; and (b) that it has filed with the Florida Department of Insurance any appropriate bond required of insurance brokers under Florida law. Producer shall maintain its license and bond in force continuously during the Term, as defined below, and shall ensure that all of its employees involved in the transaction of insurance are properly licensed. All acts of Producer governed by this Agreement shall be in full compliance with all statutes, regulations, bulletins, rulings, circular letters and other proclamations applicable to the Producer's business.

**3. Representation.** Producer acknowledges that in the placement of business with the Administrator under this Agreement, Producer shall act on behalf of its client insureds and not on behalf of the Administrator.

**4. Placement of Business.** Producer will submit to Administrator requests for coverage and insurance applications, and Administrator will accept such applications from Producer in accordance with any applicable underwriting guidelines. Producer must submit any requests for coverage through the Administrator's electronic application and underwriting system. Upon receipt of a request for coverage meeting applicable underwriting guidelines,

Administrator will provide confirmation of coverage to Producer by electronic, telephonic or other appropriate means.

The Producer shall obtain a completed, signed application, along with the correct deposit premium and fees, from each applicant. The application will be transmitted immediately to the Administrator. The premium and fees will be deposited into the Producer's bank account to be electronically accessed and "swept" to the Administrator's premium account within 72 hrs of binding any policy or receipt of any payment. The signed application and accompanying documents will be mailed separately to the Administrator within 72 hrs of binding of any policy or processing any endorsement.

The Administrator reserves the right to reject any application or to adjust the initial quoted rate in accordance with its underwriting guidelines. Producer warrants that all information submitted to Administrator shall be accurate and complete to the best of Producer's knowledge.

**5. Premiums.** Any premiums received by Producer as payment for insurance placed with Administrator shall be held in a fiduciary capacity on the Administrator's behalf. Producer shall immediately remit to Administrator any premiums for policies placed with Administrator within 3 days after receipt of such funds.

**6. Fees.** Administrator shall have no responsibility for or control over any fees charged by Producer in excess of the premium; provided that any such fees shall be reasonable and charged in conformance with applicable law.

**7. Limitations on Authority.** Producer shall have no authority:

- (a) to bind, make, alter, vary or discharge any policy contract;
- (b) to extend time for payment of premiums;
- (c) to authorize any claim settlement;
- (d) to waive or extend any policy obligation or condition;
- (e) to incur any liability on behalf of Administrator; or
- (f) to produce, issue or distribute any advertisement, circular, brochure or any other promotional material on behalf of or mentioning the name of the Administrator without Administrator's prior written consent.

**8. Commissions.** As full compensation for business placed with and accepted by the Administrator, Producer shall be entitled to receive a commission based on paid premiums as stated on the Administrator's commission schedule then in effect (the "Commission Schedule"), which may be amended at any time at the sole discretion of the Administrator. Commissions will be paid monthly subject to set-off of Commission Refunds due to Administrator, as set forth in Section 9 of this Agreement.

**9. Commission Refunds.** Producer shall refund to the Administrator (a) any commissions on canceled insurance and premium reductions at the same rate at which such

commissions were originally paid; and (b) any commissions paid to Producer in excess of the amount indicated on the Commission Schedule (together, "Commission Refunds"). Producer authorizes Administrator to deduct any Commission Refunds from commission due to Producer pursuant to Section 8 of this Agreement. If refunds due exceed commissions owed, then Producer shall pay the debit balance within 15 days after receipt of a commission statement from the Administrator.

**10. Expirations and Accounts.** Producer's customer records, expirations and accounts for policies placed with the Administrator (together, the "Expirations") shall be the property of Producer. However, Producer agrees that the Expirations shall become the property of Administrator to utilize and dispose of in its sole discretion if (a) after termination of this Agreement, Producer fails to pay any amounts owed to Administrator when due; or (b) Administrator reasonably terminates this Agreement for cause under Section 11(c).

**11. Term and Termination.**

- (a) **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated pursuant to this section.
- (b) **Termination Without Cause.** Either party may terminate this Agreement without cause immediately upon notice to the other party.
- (c) **Termination For Cause.** Either party may terminate this Agreement immediately for cause upon written notification to the other party of such termination. Such written notice shall state the "cause" with specificity. As used in this Section 11 the term "cause" shall include, without limitation, any one or more of the following events:
  - (1) A party's indictment for or conviction of any felony, fraud or any crime involving dishonesty;
  - (2) The intentional misappropriation by a party of funds or property of the other party or funds received for it or policyholders by such other party, including but not limited to the intentional failure by Producer to remit to Administrator or any policyholder funds due promptly after written demand by Administrator;
  - (3) The filing by or on behalf of a party of any voluntary or involuntary petition seeking the conservation, rehabilitation or protection from creditors of that party under applicable insurer insolvency or bankruptcy statutes, rules or regulations;
  - (4) The cancellation or refusal to renew by the issuing insurance regulatory authority of any license, certificate or other regulatory approval required in order for a party to perform its duties under this Agreement.
- (d) **Effect of Termination.** Upon termination of this Agreement, in accordance with applicable law Administrator shall have no obligation to

accept new insurance applications from Producer and Administrator may cancel or non-renew existing policies. Producer shall not be entitled to commission for new [or renewal] business placed with Administrator after the date of termination. Upon termination, Administrator shall pay all commission amounts owing within 30 days, subject to the right of offsets. Producer shall pay any amounts owing to Administrator within 30 days following receipt of a statement from the Administrator. Producer's failure to pay such amounts when due shall result in transfer of the Expirations to Administrator under Section 10.

**12. Indemnification.** Producer shall indemnify, defend and hold harmless Administrator and its affiliates, as well as their directors, officers, agents, employees and shareholders against any and all claims, suits, hearings, actions, damages, liabilities, fines, penalties, costs, losses or expenses, including reasonable attorney's fees, caused by or resulting from any breach of this Agreement, misconduct, error or omission by Producer or by Producer's officers, directors, shareholders, employees, agents, or representatives, except to the extent such act or omission is primarily attributable to Administrator. This indemnification provision shall survive the termination of this Agreement.

**13. Cooperation.** Upon request by the Administrator or authorized claim representative, Producer shall cooperate fully to facilitate the investigation or adjustment of any claim under an insurance policy placed with Administrator by Producer.

**14. Arbitration.** Any dispute between the parties arising out of this Agreement shall be finally settled by a panel of three arbitrators in accordance with the Rules of the American Arbitration Association ("AAA"), in the form pertaining at the time the arbitration is initiated. Each party shall select an arbitrator, and the two arbitrators so selected shall select a third arbitrator. If the two arbitrators selected are unable to agree upon the name of a third arbitrator, the third arbitrator shall be appointed from a panel in accordance with AAA Rules.

This section shall not limit the rights of either party to exercise self-help remedies (including offset rights provided for herein) or to seek other remedies such as injunctive relief, sequestration, attachment, or the appointment of a receiver from a court having jurisdiction before, during, or after any arbitration proceeding. The exercise of self-help or ancillary remedies shall not constitute a waiver of the right of any party to submit a dispute to arbitration under this section.

**15. Independent Contractors.** Nothing in this Agreement shall be construed to create the relationship of agency, joint venture, partnership or employment between Insurer and Producer. Each party is an independent contractor and shall be free, subject to the terms and conditions of this Agreement, to exercise judgment and discretion with regard to the conduct of its business. Insurer shall have no authority to control Producer's methods of conducting business, except as otherwise expressly stated herein. Producer shall be free to exercise its own judgment as to the solicitation of business, including but not limited to the persons solicited and the time, manner and place of solicitation. Agent shall have no claim or cause of action against the Company and said Agent shall look solely to the Administrator for any and all expenses, costs, causes of action and damages, including but not limited to extra contractual damages or losses in excess of policy limits, arising in any manner from action taken or not taken by the Company or Administrator.

**16. Expenses.** The Administrator shall not be responsible for any expenses of Producer, including but not limited to marketing expenses.

**17. Administrator Property.** Any supplies furnished to Producer by Administrator shall remain the property of Administrator and shall be returned to Company promptly upon demand.

**18. Waiver.** All waivers must be in writing. A waiver of any term or condition in one instance shall not be a waiver of such term or condition in the future.

**19. Entire Agreement; Amendments; Assignment.** This Agreement represents the entire agreement between the parties and supersedes all previous contracts or agreements whether oral or written between Administrator and Producer. Any change or amendment to this Agreement shall be in writing and executed by an officer of the Administrator. Producer shall not assign this Agreement in whole or in part.

**20. Confidentiality.** Producer acknowledges that the financial terms of this Agreement and any information conveyed to or obtained by Producer in connection with this Agreement (including without limitation Company's financials, information technology, business and/or marketing plans and data) is confidential and proprietary to Company and/or its respective affiliates ("Confidential Information"). Producer agrees that in no event shall Producer disclose, transfer, copy, duplicate, or publish any Confidential Information to any third party without the prior written consent of Administrator, which consent may be withheld in Administrator's sole discretion. Producer further agrees that it shall not utilize any Confidential Information for any purpose whatsoever other than for the purpose of performing its obligations under this Agreement. Producer shall only make available the Confidential Information to its employees on a need-to-know basis and shall advise such employees of the restriction set forth with respect to the use of such Confidential Information. Producer shall be responsible for the unauthorized disclosure of any Confidential Information by its employees. Producer shall return the Confidential Information to Administrator upon termination of this Agreement or upon Administrator's earlier request—regardless of form of media.

Producer acknowledges that the Confidential Information is a valuable asset of Administrator and that the breach of this Section would cause Administrator irreparable harm for which there is no adequate remedy at law. Accordingly, in the event of a breach or alleged breach of this Section, Administrator shall be allowed injunctive relief and any other equitable remedies in addition to remedies afforded by law. Producer's non-disclosure obligations hereunder shall not apply to Administrator information which is now, or which hereafter, through no act or failure to act on the part of Producer, becomes generally known or available to the public.

This Section 20 shall survive termination of this Agreement.

**21. Privacy and Information Safeguarding.** Administrator represents and Producer acknowledges that the Privacy Laws (as defined below) require Administrator to include in its contracts provisions designed to carry out the objectives of the Guidelines and Standards (as such capitalized terms are defined below). Producer represents and warrants that Producer has implemented, and it will maintain in effect, appropriate measures designed to meet the objectives of all information security guidelines promulgated under and shall comply with the Privacy Laws, and all other applicable laws, regulations or directives, and any modification or updates



thereto and shall, upon the request of Administrator, provide all audit reports, summaries of test results or other equivalent evaluations demonstrating that Producer has satisfied all such information security obligations. Upon reasonable notice to Producer, Administrator, a designated agent thereof, or a governmental agency or authority having jurisdiction over Administrator, may conduct one (i) or more on-site audits of Producer's facility(ies) to verify its compliance with such requirements. Producer shall require that its subcontractors or service providers used to provide services contemplated by this Agreement are in compliance with the Guidelines and Standards and take the necessary steps to ensure same. The Administrator shall provide its current Privacy Policy to Producer and Producer shall provide to each new policyholder at its own cost and at or about the time of policy delivery a copy of the Privacy Policy, including as applicable any opt-out or opt-in notices. The Producer agrees that the Privacy Policy shall also be provided on all Renewal Policies not less than annually thereafter.

For the purpose of this Agreement, the phrase "Privacy Laws" refers collectively to the various federal and state laws and regulations governing the privacy of "Customer Information," as the same may be amended from time to time. The Privacy Laws include, but are not limited to, (i) Title V of the Gramm -Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) and its implementing regulations, (ii) 12 CFR Part 30 (Interagency Guidelines Establishing Standards for Safeguarding Customer Information) (the "Guidelines"), and (iii) 12 CFR Part 314 (Federal Trade Commission Standards for Safeguarding Customer Information) (the "Standards").

**This Section 21 shall survive termination of this Agreement**

**22. Governing Law.** This Agreement shall be governed by and construed under Florida law.

<remainder of page intentionally left blank>

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute this Agreement as of the date first above written

WITNESSES

“Producer”

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By:

Its:

“  
Links

Administrator”  
Insurance Services, LLC

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By: Les Schlesinger  
Its: President

**BROKER AGREEMENT – ADDENDUM #1**

**COMMISSION SCHEDULE**

This Addendum is attached to and forms part of the Broker Agreement between the Producer and the Administrator. This Addendum applies only to those Classes of Business and Insurers listed below.

<u>Classes of Business</u>	<u>Insurer</u>	<u>Commission Rate Monthly</u>	
Private Passenger Automobile		%New/	% Renewal

This addendum is not valid unless signed by the authorized representative of the Producer and the Administrator.

This addendum shall be effective \_\_\_\_\_ and shall remain in force until modified or replaced by a subsequent addendum mutually agreed upon by both parties, except as respects commission which may be changed upon written notification to the Producer by the Administrator.

“Producer”

Producer Code: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

“Administrator”

Links Insurance Services, LLC

\_\_\_\_\_  
By: Les Schlesinger

Its: President

**BROKER AGREEMENT – ADDENDUM #2**

**Policy Tracking System authorization and utilization agreement**

Producer agrees to utilize Administrators systems in accordance with all guidelines provided by Administrator and for the sole purpose of placing applications for insurance with the insurers represented by the Administrator on behalf of Producer’s client insureds. In addition to new business placement, Administrator will provide Producer access to their exclusive information on the Policy Tracking System for the purpose of endorsement processing, payment processing, document retrieval and general information look-up.

Producer agrees to allow Administrator to debit Producer’s commissions payable for the cost of all motor vehicle reports obtained through the Policy Tracking System as a result of all policies quoted, issued and or endorsed on the Policy Tracking System. This reduction in commission will be at the sole discretion of Administrator. Producer to the extent permissible by Florida Statute 627.7295 below may charge it’s customers the cost of obtaining these motor vehicle reports.

“ (b) To the extent that a licensed Producer's cost of obtaining motor vehicle reports on applicants for motor vehicle insurance is not otherwise compensated, the agent may, in addition to any other fees authorized by law, charge an applicant for motor vehicle insurance a reasonable, nonrefundable fee to reimburse the agent the actual cost of obtaining the report for each licensed driver when the motor vehicle report is obtained by the agent simultaneously with the preparation of the application for use in the calculation of premium or in the proper placement of the risk. The amount of the fee may not exceed the agent's actual cost in obtaining the report which is not otherwise compensated. Actual cost is the cost of obtaining the report on an individual driver basis when so obtained or the pro rata cost per driver when the report is obtained on more than one driver; however, in no case may actual cost include subscription or access fees associated with obtaining motor vehicle reports on-line through any electronic transmissions program “.

This addendum shall be effective \_\_\_\_\_ and shall remain in force until modified or replaced by a subsequent addendum mutually agreed upon by both parties.

“Producer”

Producer Code: \_\_\_\_\_

By: \_\_\_\_\_

“Administrator”

Links Insurance Services, LLC

\_\_\_\_\_  
By: Les Schlesinger  
Its: President

## **BROKER AGREEMENT – ADDENDUM #3**

### **ENDORSEMENT PROCESSING and ENDORSEMENT RECORDS MAINTENANCE AGREEMENT**

Producer agrees to utilize Administrator's systems in accordance with all guidelines provided by Administrator and for the sole purpose of endorsing existing in-force policies with the insurers represented by the Administrator on behalf of Producer's client insureds.

The Producer shall obtain a completed, signed endorsement application, along with the correct deposit premium and fees, from each insured. The premium and fees will be deposited into the Producer's bank account to be electronically accessed and "swept" to the Administrator's premium account on an agreed upon schedule. The signed endorsement application and accompanying documents will be mailed separately to the Administrator on an agreed upon schedule unless documents are retained pursuant to below Document Retention Policy.

Producer agrees to allow Administrator to debit Producer's commissions payable for the cost of all motor vehicle reports obtained through the Policy Tracking System as a result of all policies endorsed on the Policy Tracking System. This reduction in commission will be at the sole discretion of Administrator. Producer to the extent permissible by Florida Statute 627.7295 may charge its customers the cost of obtaining these motor vehicle reports.

#### **ENDORSEMENT DOCUMENT RETENTION POLICY**

The Administrator hereby adds as an additional duty of the Producer, and grants authority to the Producer, to receive and maintain original records and documents of policy endorsement forms referred to hereinafter as "Documents" created on behalf Administrator and the insurers represented by the Administrator.

In the event the Producer retains Documents, Producer must retain all Documents for seven (7) years from the date of policy termination or expiration. This shall include all original signed or scanned signed endorsement forms, exclusions and rejections under any policy as well as all documentation justifying premium discount and or surcharges. The Producer shall notify the Administrator in writing at least one hundred and twenty (120) days before discarding or destroying any Document. If the Producer retains the documents for a full seven (7) years, the Producer may then proceed to destroy the documents without notice to the Administrator after the seven (7) years have expired.

All Documents shall remain the sole property of the Administrator and shall be returned to the Administrator upon written request from the Administrator to the Producer.

Should the Administrator need Documents or copies thereof for any reason, the Producer agrees to provide such documents to the Administrator within twenty-four (24) hours of any Administrator request. The Producer further agrees to cooperate fully with the Administrator in the investigation or settlement of any claim, loss, accident or complaint.

At its discretion and in accordance with this agreement, the Administrator shall have the right, but not the obligation, to audit the Producer's records at any reasonable time upon twenty-four (24) hour notice. The Producer agrees to cooperate fully with the Administrator in connection with such audit.

Producer shall indemnify, defend and hold harmless Administrator and its affiliates, as well as their directors, officers, agents, employees and shareholders against any and all claims, suits, hearings, actions, damages, liabilities, fines, penalties, costs, losses or expenses, including reasonable attorney's fees, caused by or resulting from any breach of this Agreement, misconduct, error or omission by Producer or by Producer's officers, directors, shareholders, employees, agents, or representatives, except to the extent such act or omission is primarily attributable to Administrator. This indemnification shall also include any claim arising out of Producer's failure to obtain required signatures and documents for any and all endorsements processed under this agreement. This indemnification provision shall survive the termination of this Agreement.

This addendum shall be effective \_\_\_\_\_ and shall remain in force until modified or replaced by a subsequent addendum mutually agreed upon by both parties.

"Producer"

Producer Code: \_\_\_\_\_

By: \_\_\_\_\_

"Administrator"

Links Insurance Services, LLC

\_\_\_\_\_  
By: Les Schlesinger

Its: President

**BROKER AGREEMENT – ADDENDUM #4**

**AGENCY PRODUCTS PROCESSING and COMPENSATION AGREEMENT**

This Addendum is attached to and forms part of the Broker Agreement between the Producer and the Administrator.

Producer agrees to utilize Administrators systems in accordance with all guidelines provided by Administrator and for the sole purpose of selling Agency Products to new and in-force policies with the insurers represented by the Administrator on behalf of Producer’s client insureds.

The Producer shall obtain a completed, signed application, along with the correct funds from each insured. These funds will be deposited into the Producer’s bank account to be electronically accessed and “swept” to the Administrator’s account on an agreed upon schedule.

All Agency Products are underwritten and serviced by non-affiliated companies of Administrator.

**COMPENSATION**

**See Commission Schedule (addendum #1)**

This addendum is not valid unless signed by the authorized representative of the Producer and the Administrator.

This addendum shall be effective \_\_\_\_\_ and shall remain in force until modified or replaced by a subsequent addendum mutually agreed upon by both parties, except as respects commission which may be changed upon written notification to the Producer by the Administrator.

“Producer”

Producer Code: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

“Administrator”

Links Insurance Services, LLC

\_\_\_\_\_  
By: Les Schlesinger

Its: President



ACH Transmittals  
(Down Payments and Premium Sweep)

Broker# _____	Telephone# _____
Contact Person _____	Fax# _____
Account# _____	Tax ID# _____
Bank Transit/ ABA# _____ (Routing#)	Business Name _____
Bank Name _____	Name as it appears on Bank Account: _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

After you complete this form, please return to Link Insurance Services. Allow at least 48 hours for your account to be entered into our system.

\*\*\*PLACE COPY OF VOIDED CHECK HERE\*\*\*

Links Insurance Services  
2901 Clint Moore Road #317  
Boca Raton, FL 33496  
Phone: (561) 314-1710 • Fax: (561) 314-1711



## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### 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. person (including a U.S. resident alien).

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 on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

FUNDS COLLECTED & RETURN COMMISSION GUARANTEE

For value received and in consideration for and as an inducement to Links Insurance Services entering into a Broker/Producer Agreement with \_\_\_\_\_ hereinafter referred to as "producer", I/we unconditionally guaranty Links Insurance Services the full performance and observance of all of the provisions therein provided to be performed and observed by producer. This includes and not limited to commission refunds and any and all payments collected on behalf of Companies represented by Links Insurance Services. Producer shall refund to Links Insurance Services or its designee (a) any commissions on cancelled insurance and premium reductions at the same rate at which such commissions were originally paid; and (b) any commissions paid to Producer in excess of the amount indicated on the Commission Schedule (together, "Commission Refunds"). Producer authorizes Links Insurance Services to deduct any Commission Refunds from commission due to Producer. If refunds due exceed commissions owed, then Producer shall pay the debit balance within 15 days after mailing of the Commission Statement from Links Insurance Services.

Producer and authorized agent personally guarantee the payment of Commission Refunds and all payments collected on behalf of Companies represented by Links Insurance Services and assign the rights to any other commission due the producer and authorized agent from any other company up to the amount owed under the Commission Statement from Links Insurance Services and payments collected on behalf of Links. Producer and authorized agent agree to allow Links Insurance Services to debit and sweep any accounts established with Links Insurance Services for the amount owed under this agreement if payment is not received within 15 days after mailing of Commission Statement.

The obligations of the undersigned guarantor(s) hereunder shall not be terminated, affected or impaired and shall remain and continue in full force and effect as to any renewal, modification or extension of said Broker/Producer Agreement. In the event that Links Insurance Services incurs any expenses in the enforcement of this Guarantee, whether legal action be instituted or not, the undersigned agrees to be liable for all said expenses including, without limitation, reasonable attorney's fees.

Witnesses

Signatures:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Print or Type Name)

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street, City, State and Zip)

Social Security # \_\_\_\_\_