



TRAWICK
INTERNATIONAL

Finder's Agreement 15%

Agency Name or DBA

Name _____

Contact Name

Address _____

City _____ State _____ Zip _____ Country _____

Business Phone (_____) _____ Fax

(_____) _____

Email _____ Website _____

Agency FEIN Number _____ - _____ (Attach corporate license)

Finder's Fee Schedule

Safe Travels Plans 15%

All other plans/policies are on a case by case basis

The Administrative Company, Trawick International, Inc. ("The Company"), and the Undersigned Applicant (The "Finder")
IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS SET FORTH HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS
ACKNOWLEDGED, THE COMPANY AND THE FINDER HEREBY AGREE AS FOLLOWS:

1. Appointment and Independent Contractor Relationship

- A. The Company hereby appoints the above Finder to accept applications on behalf of The Company for approved products.
- B. In providing services under this Contract, the Finder will act as The Company's independent contractor. The Finder will not be The Company's employee or partner. Nothing contained in this Contract will create, or be construed as creating, the relationship of employer and employee, partner, or of franchisor and franchisee between The Company and the Finder or between The Company and any employee of the Finder. Neither party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of, or on behalf of the other party except as expressly set forth herein.

2. Finder Authority

- A. The Finder is authorized to solicit applications for the Products, provided such authorization is where The Company is authorized to do business, and subject to the Finder's compliance with all applicable laws, ordinances, codes, and regulations, and to the terms and conditions set forth in this Contract.
- B. The Finder may use the Approved Material. "Approved Material" means any material in any medium (print, electronic, or otherwise) for publication or distribution, advertisement, circular, statement, product illustration, or any other material provided by The Company for the Finder related to the Products to distribute them.
- C. The Finder has no authority to make, alter, modify, or discharge any Product, policy, application or contract; extend any provision thereof; extend the time for payments; waive any forfeiture; incur any debts or expenses for which The Company may be liable; receive any money for The Company except as authorized under Section 2(B) or by The Company in writing; withhold or convert to the Finder's own use or for the benefit of any third party any moneys, securities, policies or receipts belonging to The Company; or accept payments in other than the currency of the United States of America.
- D. The Finder must promptly submit to The Company any application for a Product.
- E. The Finder is free to exercise personal judgment as to the time and manner of performing services authorized under this Contract, subject to compliance with all applicable laws, ordinances, codes, and regulations and such rules of professional business conduct as The Company may adopt. Notwithstanding the foregoing, the Finder specifically agrees that: (1) the Finder will not misrepresent any benefit, condition or limitation of a Product; (2) the Finder will comply with applicable requirements of all federal,

state, and local laws, ordinances, codes, and regulations, including, but not limited to, insurance and consumer laws; (3) the Finder will disclose all Product conditions, exclusions, and limitations to clients; (4) the Finder will not advise an applicant to omit information in response to any question on an application for a Product; and (5) the Finder will not alter or amend any answer given by an applicant on an application for a Product

F. If the Finder exceeds the authority granted by The Company pursuant to this Contract, or fails to abide by the authority limitations set forth in this Contract, and such act or omission results in a loss to The Company, the Finder will defend and indemnify The Company for such loss, including the costs and attorneys' fees associated with such loss.

4. Finder Compensation

A. As full compensation for services performed under this Contract, The Company will pay the Finder fees which will be provided to you upon receipt of the acceptance of this agreement. Fees will be based on actual premiums paid applications submitted by the Finder prior to the termination of this Contract. Payment of fees shall be subject to the Finder's satisfaction of all the terms and conditions set forth in this Contract.

B. The Finder may not deduct or retain fees from any gross payments, premiums, or other moneys received or collected on behalf of The Company without the prior written consent of The Company.

C. The Company will pay the Finder any fees to which the Finder is entitled under this Contract after the later to occur of: (a) the due date of the payment, or (b) receipt of the payment in cash, credit or credit card by The Company at its notice address.

D. The Finder will be paid a fee on account of a Product only for so long as they are servicing the client in a manner satisfactory to The Company.

E. No fees will be payable to the Finder on account of waived payments or payments refunded for any. If the Finder receives fees for payments which are subsequently refunded or waived, the Finder will promptly return such fee to The Company upon notice from The Company. Any portion of the fee which remains unpaid will constitute indebtedness of the Finder to The Company and The Company may deduct such indebtedness from future fee payments as set forth in Section 7(E).

F. If the Finder is a natural person and this Contract terminates due to the death of the Finder, all unpaid fees due to the executor or administrator of the Finder's estate.

G. If the Finder is a corporation, partnership, or other entity and this Contract terminates because of the voluntary or involuntary dissolution of the Finder, The Company will not pay any further fees to the Finder after the date of dissolution.

H. The Company has the right to change or withdraw Products, introduce new Products, or change Fee Schedules by notifying the Finder in writing of such changes. A Fee Schedule may be amended by written notice to the Finder. The amendment shall take effect thirty (30) days after delivery of the notice. No such amendment shall affect fees payable with respect to any Product sold prior to the effective date of such amendment, but all renewals will be subject to the revised Fee Schedule.

Effective Date

This Contract will be effective after it has been signed by The Company and the Finder.

Termination

A. This Contract may be terminated, without cause and without any fees, charges, or penalties, by either party upon thirty (30) days written notice to the other party. The Company may, in its sole and absolute discretion, terminate this Contract for cause, which include the following:

1. The breach by the Finder of any covenant, provision, representation, or warranty set forth in this Contract upon notice by The Company to the Finder of such breach, and the Finder's failure to correct such breach within ten (10) days after such notice; 2. The failure by the Finder to perform any obligation imposed upon it by this Contract within a period of ten (10) days after notice by The Company to the Finder; and/o, 3. The violation by the Finder of The Company's trademarks or intellectual property rights.

B. If the Finder is a natural person, this Contract will immediately terminate upon death of the Finder.

General Provisions

A. Cooperation. The Finder will cooperate with The Company concerning any investigations arising from claims adjudication or otherwise.

B. Confidential Information. The Finder acknowledges that, during the course of performance under this Contract, the Finder may have access to The Company's confidential/proprietary information, including, but not limited to, confidential information which relates to The Company's business operations, marketing strategies, technology, underwriting and the terms of this Contract (collectively, the "Confidential Information"). The Finder agrees to maintain in confidence and not to disclose, or distribute any of The Company's Confidential Information, or any part thereof, without the prior written consent of The Company. The obligations of confidentiality shall not extend to information publicly or generally available or known to the public, lawfully disclosed to the recipient by a third party, or independently developed by the Finder.

C. Records and Supplies. All records maintained by the Finder hereunder and all forms and other supplies furnished to the Finder by The Company, including all Confidential Information, will remain the property of The Company and must be returned to The Company promptly following termination of this Contract.

D. Underwriting. The Company reserves the right, at its sole and absolute discretion, to decline any application for coverage, to refuse to renew any coverage, to withdraw any Product, or to return directly to insured persons or potential applicants any payments submitted to The Company. The Finder expressly waives any right to contest an underwriting decision by The Company, and the Finder expressly waives any liability against The Company for an underwriting decision.

E. Indebtedness. 1. Any amount owed by the Finder to The Company for any reason shall constitute indebtedness of the Finder to The Company (the "Indebtedness").

2. The records of The Company concerning the Indebtedness are deemed prima facie evidence of the existence and authenticity of the Indebtedness. The Indebtedness is due and payable to The Company upon demand. 3. The Finder will be responsible for any costs, including reasonable attorney fees, interest and other collection expenses, incurred by The Company in connection with the Indebtedness. Such costs are payable upon demand. 4. The Finder authorizes The Company to offset the Indebtedness against any sums due or becoming due to the Finder. The Finder hereby grants to The Company a first priority lien in all fees becoming due under this Contract to secure the Indebtedness, and authorizes The Company to file any financial statement it deems necessary to perfect its security interest.

F. Assignment. The Finder will not assign or otherwise dispose of this Contract or its right, title or interest therein, or any part thereof, to any individual, partnership, or corporation, or other entity or person without the prior written consent of The Company in its sole and absolute discretion. The Company shall have the right to assign or otherwise dispose of this Contract or its right, title, or interest therein, or any part thereof, to any individual, partnership, or corporation or other entity or person without the prior written consent of the Finder.

G. Amendment. Except for The Company's rights in Section 4(H), this Contract may be amended only in writing and signed by duly authorized representatives of both parties.

H. Indemnification. The Finder hereby agrees to defend, indemnify, and hold harmless The Company and its Finders, affiliates, officers, directors, shareholders and employees (collectively, "Indemnified Parties") from and against any losses, claims, damages, expenses, or liabilities, joint or several, to which the Indemnified Parties may become subject insofar as such losses, claims, damages, expenses, or liabilities (or actions in respect thereof) arise out of or are based upon or relate to the actions or omissions of the Finder and/or the Finder's Sub-Producer(s), whether negligent or intentional. The Finder will pay the Indemnified Parties for any legal or other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such loss, claim, damage, expense, liability, or action.

Notice. Unless otherwise specified in this Contract, any notice, request or other communication to be given by either party under this Contract must be in writing and delivered in person or sent by (1) registered or certified mail, postage prepaid, with return receipt requested or (2) an overnight courier guaranteeing overnight delivery to The Company, and to the Finder at the last known address appearing in The Company's records. Notice will be deemed delivered on receipt if delivered by hand or on the third business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

Governing Law. This Contract and the validity, construction, effect, and enforcement hereof and the obligations, rights, and remedies of the parties under this Contract shall be construed, governed, and enforced in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Jurisdiction. The Finder expressly agrees to be subject to the exclusive jurisdiction of the state and federal courts of Alabama regardless of Finder's legal domicile, the place of the transaction, or the principal place of business of the Finder. The Finder further agrees that any action will be venued in the circuit or superior court of Mobile County in the state of Alabama or the United States District Court for the Southern District of Alabama, and the Finder agrees to waive its rights to removal.

Attorneys' Fees. In the event that any legal proceeding is brought by or against The Company in connection with this Contract and The Company prevails in any such legal proceeding, The Company will be reimbursed by the Finder for reasonable attorneys' fees and costs incurred in connection with such proceeding. Such attorneys' fees and costs are payable upon demand.

Remedies. No remedy herein conferred upon or reserved to The Company is intended to be or shall be restrictive of any other remedy, but every remedy herein provided shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, or by statute. Every such right and remedy may be exercised from time to time and as often as may be deemed necessary. No delay or omission by Company to exercise any such right or remedy shall be construed to be a waiver thereof or an acceptance therein.

Disclaimer and Limitation of Liability. Under no circumstances, whether based on a theory of tort, contract, equity or any other legal theory, will The Company be liable to the Finder for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind, including without limitation lost revenues or profits or loss of business, arising out of this contract or relating to Finder's relationships and/or contracts with any sub-producer. This limitation of liability applies regardless of whether The Company had reason to know, or in fact knew of the possibility of any damages. The maximum liability of The Company is limited to an amount not to exceed the amount The Company paid to the Finder in fees under this Contract in the six (6) months immediately preceding the date any alleged damage occurred.

Severability of Provisions. Each provision of this Contract shall be considered separable and if for any reason any provision is determined to be invalid and contrary to any existing or future law, such invalidity shall not prejudice the operation of or affect the remaining provisions of this Contract.

R. Entire Agreement. Any contracts, agreements, and amendments executed by the parties subsequent to the Effective Date, this Contract, including the Agency and licensing material and all exhibits attached hereto, sets forth all (and is intended by all parties to be an integration of all) of the promises, representations, understandings, and agreements between the parties to this Contract with respect to the relationship between the parties.

I authorize the release of Finder Fees to the entity as indicated above and further agree to indemnify and hold Trawick International, Inc./ Icon Services inc and their insurance carriers harmless from any liability resulting from or arising out of any payments made in accordance with such designations. I agree to comply with and be bound by the terms and all of the guidelines, rules, bulletins, or other written instructions issued by Trawick International, Inc now in force or as they may be hereafter amended or supplemented and regulations and all applicable laws of an insurance feeer or other federal authorities having jurisdiction over Trawick International, Inc., its carriers or any subject matter of any contract. I affirm all of the information provided on this agreement is true and accurate.

_____/_____/_____
Signature Date

To be completed only by General Agent when contracting sub-producers: Community Insurance Agency, Inc Agent # 123

DO NOT COMPLETE THIS SECTION. HOME OFFICE USE ONLY. Finder Writing Number: _____
X _____/_____/_____
Signature Date