

Please print and complete the following two page AGENCY AGREEMENT. Following this, please then fax the completed two page form to (800) 906-1654 along with a copy of your insurance license. Once the completed form is received, we will promptly process your enrollment, and notify you of your Agent Log-In code number.

AGENCY AGREEMENT

This agreement is by and between _____
(hereinafter referred to as "Agent")

of _____
Street Address City State Zip Code

Agent's license number: _____ State licensed in: _____ Expiration date of license: _____

and **OSCAR PADILLA MEXICAN INSURANCE SERVICES, INC.**, a Surplus Line Broker, its successors and/or assigns, (hereinafter referred to as "Broker").

Pursuant to the request of the Agent, the Mexican insurance underwriting facilities of the Broker will be made available to the Agent on the following basis:

1. Agent pledges to apprise Broker in writing of any future changes to Agent's license status, address, or telephone numbers.
2. Agent is authorized to bind new and renewal risks and additional coverage only in strict compliance with the automated guidelines of Broker's electronic controls. In the event Agent circumvents those controls, or manually alters the imposed controls, Broker reserves the right to reject that risk. In the event Agent issues an unauthorized policy, Agent agrees to reimburse Broker or the applicable Insurance Company for any expenses incurred because of the unauthorized issuance, including but not limited to claims for indemnification, claims expense, and attorney's fees incurred by Broker or the applicable Insurance Company denying liability or collecting reimbursement.
3. Parties agree that the Broker and the Insurance Company reserve the right to cancel any policy of insurance by direct notice to the insured, copy of which shall be sent to Agent.

Commission

4. By 25th day of month, Broker agrees to compensate Agent the Auto insurance commission once a month equal to the following commission schedule:

- **Auto insurance: 25% of Premium** (excluding Policy Fee, Tax, ReMEX, and Surplus Line Broker Fee)

4a. Within 60 – 90 days of a Homeowner insurance transaction, Broker agrees to compensate Agent the Homeowner insurance commission (subject to Binder's final acceptance of risk by Seguros Atlas, S.A.) equal to the following commission schedule:

- **Homeowner insurance: 10% of Premium** (excluding Policy Fee, Tax, and Broker Fee)

4b. By 25th day of month, Broker agrees to compensate Agent the Travel & Health insurance commission once a month equal to the following commission schedule:

- **Travel & Health insurance: 10% of the Total**

5. Agent is authorized to charge client an additional service fee on all business, and is entitled to 100% retention of it.
6. Commissions paid to Agent are subject to change without prior notice, although Agent will receive such change in writing from Broker.
7. In the event of an early policy cancellation, deduction of the Agent's unearned commission will be reflected on the following month's Sales Summary Report.
8. Agent has no authority to process or adjust claims and must notify Broker or Insurance Company of any claim as soon as possible. No act or statement of Agent shall in any way be binding on Broker or Insurance Company.
9. Agent agrees to indemnify and hold Broker harmless from any and all expenses, costs, attorney fees, for any cause of action, loss or damage from neglect, fraudulent or unauthorized acts or omissions by Agent or it's employees.
10. Broker reserves right to withdraw Agents policy writing privileges without notice upon discovery of Agent's violation of any part of this Agreement, or other conduct by Agent which Broker deems unsuitable to the continued protection and well-being of Broker's integrity.
11. Any supplies furnished to the Agent by the Broker shall remain the property of the Broker and returned to the Broker promptly upon demand.
12. Broker shall have no responsibility for any expenses incurred by the Agent.
13. Agent shall act as an independent contractor. Nothing contained herein shall be construed to create the relation of employer and employee, or principal and Agent, between Broker and Agent. The Agent shall be free to exercise his own judgment as to the persons from whom he will solicit insurance, and the time and place of solicitation. Agent shall have discretion as to the methods and means of operation of his agency, however, the authority of Agent under this Agreement shall not extend to affect the general practices and policies of the Broker.
14. This Agreement shall be effective as of date signed below, and shall remain in force to and until cancellation, which may be effectuated by either party giving to the other fifteen (15) days written notice of cancellation, unless Broker enforces Item 6 (above). In either case, notice shall be mailed to the party at the address first hereinabove written, or of such other address as may from time to time in writing be specified by a party to this Agreement for the giving of notice.

Agent's Signature _____ Agent's Name _____ Date _____ Taxpayer ID Number _____

IMPORTANT: Please complete all information below.

Agency have previous experience selling Mexican insurance? Yes No

If yes, with what company? _____ For how long? _____

What prompts your interest in Mexican insurance? _____

What marketing methods do you anticipate using? _____

On average, approximately how many online policies per month do you anticipate selling? _____

**Upon completion please fax to (800) 906-1654.
Please remember to attach copy of insurance license.**