

WAKE COUNTY

NORTH CAROLINA

FIRST BENEFITS INSURANCE MUTUAL, INC.

AGENT/AGENCY AGREEMENT

First Benefits Insurance Mutual, Inc. (hereinafter called the "FBI") and

(company name), hereinafter called the "Agent", for the
consideration herein expressed, agree as follows:

1. This agreement shall become effective as of the date signed by the Agent and accepted by the FBI Administrator or its authorized representative.
2. FBI operates pursuant to the terms of the North Carolina Workers' Compensation Law. FBI complies with the rules established for mutual insurance companies as promulgated by the North Carolina Department of Insurance.
3. FBI shall:
 - A. Meet all state requirements.
 - B. Be appropriately reserved and reinsured.
 - C. Provide computer loss reports as designated.
 - D. Provide billings to covered employers.
 - E. Provide a copy of the coverage document to the Agent.
4. The Agent shall:
 - A. Become and remain a member in good standing of the North Carolina Retail Merchants Association, North Carolina Tire Dealers or a participating Chamber of Commerce (www.firstbenefits.org for listing).
 - B. Collect the first premiums on approved policies in the form of a check made payable to FBI.
 - C. Indemnify and hold FBI and its authorized representatives harmless from all damages and liabilities resulting from unauthorized acts or transactions by you or any employee or independent contractor hired by you.
 - D. Assist in collecting any overdue payments due FBI, including annual audits.
 - E. Assist insured in obtaining and supplying information required by FBI.
 - F. Assist in communicating with participants.
 - G. Maintain a current license to sell workers compensation insurance in North Carolina and remain in good standing with the North Carolina Department of Insurance.
 - H. Maintain Errors and Omissions Insurance Coverage with a minimum of \$1 million in coverage.

5. FBI and the Agent agree that they are independent parties and that the Agent is not an Agent of FBI, but rather it will be an Agent of the insured. The Agent is not authorized to bind coverage nor to make any recommendations on behalf of FBI. The Agent has no authority to make, alter, vary or discharge any coverage provided by FBI, to extend the time of payments for coverage, to waive or extend any obligation or condition, to issue any binder, or to incur any liability on the part of FBI.
6. Appointments are not territorially exclusive and are issued and revoked entirely at the discretion of FBI. The appointment as an FBI agent shall no longer be in effect and shall be immediately revoked upon the appointed agent terminating their relationship with their Agency.
7. The prevailing commission of collected premiums shall be payable to the Agent as designated by the FBI Administrator. Commissions may not be assigned or transferred and are determined by FBI. The current FBI Commission schedule as provided in Exhibit A and is hereby incorporated by reference. FBI may unilaterally amend the Commission Schedule, which may include increasing or decreasing the Commission Schedule, at anytime by providing notice of such an amendment to the Agent. This section shall supersede Section 12 of this Agency Agreement.
8. FBI is not responsible for any Agent expenses such as rentals, transportation, facilities, clerical help, solicitor's fees, postage, advertising, personal license fees or any other Brokerage expenses whatsoever.
9. If coverage is terminated by FBI or the insured cancels coverage, this agreement shall terminate immediately as pertaining to any individual company and Agent shall only be entitled to a commission on earned and paid premium on contributions to FBI. This agreement may be terminated by either party at any time upon written notice to the other. Notice shall be mailed to the last known business address of the party to be notified. If the Agent can no longer service the covered employer because of change of occupation, change of residence or for any other reason, this agreement will terminate immediately. This contract may be terminated with 24-hour notice if any regulatory authority determines that these agreements are not authorized for mutual insurance companies.
10. Agent acknowledges that it is not an employee or agent of FBI and FBI is not liable for any representation made by the Agent.
11. This Agreement shall be governed and construed by the laws of the State of North Carolina. All claims arising out of and from this Service Agreement shall have venue only in Wake County, North Carolina Superior Court.
12. This Agent/Agency Agreement is the final and complete Agreement between the parties and supersedes any and all prior oral or written understanding of the parties with respect to the subject matter herein, and constitutes all duties and obligations agreed to by the parties. This Agent/Agency Agreement, may be amended, changed or modified by a written notification and signed by both authorized representatives of both parties.

IN WITNESS WHEREOF, FBI has caused this contract to be signed and the Agent has subscribed his name hereto this _____ day of _____, 20 _____.

First Benefits Insurance Mutual, Inc.:

By: _____

Title: FBI Representative

Date: _____

Agent:

By: _____
(please print name)

Title: _____

Date: _____

Signature: _____

Address (P.O. and Physical):

(Mailing address)

(City, State, Zip)

(Physical location)

(City, State, Zip)

E-mail: _____

Telephone: _____

Fax #: _____

Return to:
Peg Pirrotta
First Benefits Insurance
PO Box 12408
Raleigh, NC 27605

2013 Key Agency Programs

Covers Premium Written 1/1/13—12/31/14 ■ Bonus Commission Paid Q2 2014

There are three “Key Agency” levels for 2013:

- 1 New Business Bonus Program** Earn 9% New!
- 2 Quality Retention Bonus Program** Earn 10% Renewals!
- 3 Premiere Agency Bonus Program** Earn 12% New!
when both Level 1 & 2 reached

First Benefits is offering you 3 ways to get green!

1 New Business Bonus Program:

To qualify: Write a minimum of **\$50,000** new business premium in the 2013 calendar year

Bonus Commission: **2%** of 2013 new business written premium (*in addition to 7% standard commission that is paid monthly*)

2 Quality Retention Bonus Program:

To qualify: **Renew 85%** of Agency’s previous year’s written premium (minimum \$75,000); and Write a minimum of **\$25,000** New Business premium in the 2013 calendar year; and Maintain a **35%** Loss Ratio (or less) for the 2013 calendar year

Bonus Commission: **3%** of 2012 renewal premium (*in addition to 7% standard commission that is paid monthly*)

3 Premiere Agency Bonus Program:

To qualify: Meet the requirements of both level 1 & 2 above

Bonus Commission: Additional **3%** of 2013 new business written premium (*in addition to 7% standard commission that is paid monthly plus 2% level 1 bonus commission*)

CRITERIA: Throughout the 2013 calendar year, Agencies will receive monthly commission at our standard **7%** commission rate for both new and renewal premium. In the second quarter of 2014 and upon verification of the qualifying criteria, Agencies will receive their 2013 Key Agency Bonus Commission. To receive the Key Agency Bonus, the Agency must be active at the time of payment. *FBI retains the right to amend and/or eliminate the Key Agency Bonus program at any time. Written notification of such amendment and/or elimination will be mailed to the Agency’s last known address.*

Start Earning Your Bonus Commission today!

Questions? Contact us at 888-393-2667 or visit us online at www.firstbenefits.org.

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
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.

Social security number
: : : : : : : : :
OR
Employer identification number
: : : : : : : : : : : : : : :

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. citizen or other U.S. person (defined below).

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

~ FBI APPOINTMENT OF NORTH CAROLINA AGENT ~

Social Security Number _____			Date of Birth _____/_____/_____		
LAST NAME _____		FIRST _____	M.I. _____	NAME OF AGENCY _____	
RESIDENCE STREET ADDRESS _____				STREET ADDRESS _____	
MAILING ADDRESS IF DIFFERENT FROM ABOVE _____				MAILING ADDRESS IF DIFFERENT FROM ABOVE _____	
CITY _____	STATE _____	ZIP CODE _____	COUNTY _____	CITY _____	STATE _____ ZIP CODE _____
HOME TELEPHONE (_____) _____ - _____			BUSINESS TELEPHONE (_____) _____ - _____		
PREFERRED E-MAIL ADDRESS _____			BUSINESS FAX (_____) _____ - _____		

↓Office use only: The official(s) signing below certifies(y) that the company(ies) have investigated and are satisfied that this appointee is trustworthy and meets all other licensure qualifications of the North Carolina General Statutes. Each company has verified with the agent that on the effective date of the appointment, this agent was properly licensed for the kinds of insurance indicated hereon and for which the company appoints him/her and that the company appointment was effective prior to soliciting or negotiating for insurance by this agent on behalf of the company. **IN THE SECTIONS BELOW INDICATE THE KIND OF INSURANCE FOR WHICH YOUR COMPANY GRANTS AUTHORITY TO THIS AGENT UNDER TERMS OF THE APPOINTMENT CONTRACT.**

Company One <input type="checkbox"/> Life <input type="checkbox"/> Variable Lines <input type="checkbox"/> Accident & Health or Sickness <input type="checkbox"/> Medicare Supp/Long Term Care <input type="checkbox"/> Title	Property <input checked="" type="checkbox"/> Casualty <input type="checkbox"/> County Farmers Mutual <input type="checkbox"/> Auto Physical Damage <input type="checkbox"/> Other – Limited Lines (PLMA)	<u>First Benefits Insurance Mutual Inc.</u> Company Name 13098 _____ (Required for processing) Company Number
_____ Signature of Company Official		_____ EFFECTIVE DATE OF APPOINTMENT
_____ Date Signed		

~ CHANGE OF AGENCY ~

_____	_____
Date of Change	New Company E-mail Address
_____	_____
New Agency Name	New Agency Mailing Address
_____ / _____	_____
Phone / Fax	City, State, Zip Code

~ FBI TERMINATION OF NORTH CAROLINA AGENT APPOINTMENT ~

Social Security Number _____			*National Producer Number (NPN) _____		
LAST NAME _____		FIRST _____	M.I. _____	NAME OF AGENCY _____	
RESIDENCE STREET ADDRESS _____				STREET ADDRESS _____	
MAILING ADDRESS IF DIFFERENT FROM ABOVE _____				MAILING ADDRESS IF DIFFERENT FROM ABOVE _____	
CITY _____	STATE _____	ZIP CODE _____	COUNTY _____	CITY _____	STATE _____ ZIP CODE _____
HOME TELEPHONE (_____) _____ - _____			BUSINESS TELEPHONE (_____) _____ - _____		

The official signing below certifies that the company has terminated the agent on the date specified. In compliance with NCGS 58-33-56(d), each company has notified the licensee in writing, or has made all reasonable effort to so notify the licensee of this action prior to the effective date of the termination.

IF CANCELLATION IS FOR A CAUSE LISTED IN G.S. § 58-33-46, DESCRIBE: _____ IN THE SECTION BELOW INDICATE EACH APPOINTMENT WHICH YOUR COMPANY CANCELS.		
Life Variable Accident & Health or Sickness Property <input checked="" type="checkbox"/> Casualty	Other – Limited Lines (PLMA) Auto Physical Damage Medicare Supplement/Long Term Care County Farmers Mutual Title	<u>First Benefits Insurance Mutual Inc.</u> Company Name 13098 _____ (Required for processing) Company Number _____ Effective Date of Termination
_____ Signature of Company Official		_____ Date Signed

Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at www.nipr.com.



Uniform Application for Individual Producer License Renewal/Continuation

(Please Print or Type)

Check appropriate box for license requested.

- Resident License
- Non-Resident License
 - Identify Home State: _____
 - Identify Home State License #: _____

Demographic Information

① Soc. Security Number _ - _	② Date of Birth	③ If assigned National Producer Number (NP#)		
④ Last Name JR./SR. etc		⑤ First Name		
⑥ Residence/Home Address (Physical Street) ⑤ Individual Applicants Email Address:	⑦ City	⑧ State	⑨ Zip or Foreign Country	
⑩ Business Entity's Name				
⑪ Business Address (Physical Street)	⑫ P.O. Box	⑬ City	⑭ State	⑮ Zip or Foreign Country
⑯ Business Phone Number (include extension) () - ()	⑰ Business Fax Number () -	⑱ Business E-Mail Address	⑲ Business Web Site Address	
⑳ Mailing Address	㉑ P.O. Box	㉒ City	㉓ State	㉔ Zip or Foreign Country

Agency or Business Entity Affiliations

㉕ List your Insurance Agency Affiliations: (Complete only if the applicant is to be licensed as an active member of the business entity)

FEIN _____	NPN _____	Name of Agency _____
FEIN _____	NPN _____	Name of Agency _____
FEIN _____	NPN _____	Name of Agency _____

Background Information

㉖ 1. Have you been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime, which has not been previously reported to this insurance department? Yes ___ No ___

Note: "Crime" includes a misdemeanor, a felony or a military offense.

You may exclude misdemeanor traffic citations and misdemeanor convictions or pending misdemeanor charges involving driving under the influence (DUI) or driving while intoxicated (DWI), driving without a license, reckless driving, or driving with a suspended or revoked license and juvenile offenses.

"Convicted" includes, but is not limited to, having been found guilty by verdict of a judge or jury, having entered a plea of guilty or nolo contendere or no contest, or having been given probation, a suspended sentence or a fine.

If you answer yes, you must attach to this application:

- a) a written statement explaining the circumstances of each incident,
- b) a copy of the charging document,
- c) a copy of the official document, which demonstrates the resolution of the charges or any final judgment.

If you have a felony conviction involving dishonesty or breach of trust, have you applied for written consent to engage in the business of insurance in your home state as required by 18 USC 1033? N/A ___ Yes ___ No ___

If so, was that consent granted? (Attach copy of 1033 consent approved by home state.) N/A ___ Yes ___ No ___

Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at www.nipr.com.



Uniform Application for Individual Producer License Renewal/Continuation

Background Information continued

2. Have you been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding regarding any professional or occupational license or registration, which has not been previously reported to this insurance department? Yes ___ No ___

“Involved” means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, placed on probation, sanctioned or surrendering a license to resolve an administrative action. “Involved” also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license, or registration. “Involved” also means having a license, or registration, application denied or the act of withdrawing an application to avoid a denial. INCLUDE any business so named because of your actions in your capacity as an owner, partner, officer or director, or member or manager of a Limited Liability Company. You may exclude terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.

If you answer yes, you must attach to this application:

- a) a written statement identifying the type of license and explaining the circumstances of each incident,
- b) a copy of the Notice of Hearing or other document that states the charges and allegations, and
- c) a copy of the official document which demonstrates the resolution of the charges or any final judgment.

3. Do you have a child support obligation in arrearage, which has not been previously reported to this insurance department? Yes ___ No ___

If you answer yes,

- a) by how many months are you in arrearage? _____ Months
- b) are you currently subject to and in compliance with any repayment agreement? Yes ___ No ___
- c) are you the subject of a child support related subpoena/warrant? Yes ___ No ___

4. In response to a “yes” answer to one or more of the Background Questions for this renewal application, are you submitting document(s) to the NAIC/NIPR Attachments Warehouse? N/A ___
Yes ___ No ___

If you answer yes

Will you be associating (linking) previously filed documents from the NAIC/NIPR Attachments Warehouse to this application? Yes ___ No ___

Note: If you have previously submitted documents to the Attachments Warehouse that are intended to be filed with this renewal application, you **must** go to the Attachments Warehouse and associate (link) the supporting document(s) to this application based upon the particular background question number you have answered yes to on this application. You will receive information in a follow-up page at the end of the application process, providing a link to the Attachment Warehouse instructions.

Please note the application may be revised on a bi-annual basis. To ensure you are filing the current version of the application, please reference the National Insurance Producer Registry web site at www.nipr.com.



Uniform Application for Individual Producer License Renewal/Continuation

Applicant's Certification and Attestation

27 The producer must read the following very carefully:

1. I hereby certify that, under penalty of perjury, all of the information submitted in this application and attachments is true and complete. I am aware that submitting false information or omitting pertinent or material information in connection with this application is grounds for license revocation or denial of the license and may subject me to civil or criminal penalties.
2. Unless provided otherwise by law or regulation of the jurisdiction, I hereby designate the Commissioner, Director or Superintendent of Insurance, or other appropriate party in each jurisdiction for which this application is made to be my agent for service of process regarding all insurance matters in the respective jurisdiction and agree that service upon the Commissioner, Director or Superintendent of Insurance, or other appropriate party of that jurisdiction is of the same legal force and validity as personal service upon myself.
3. I further certify that I grant permission to the Commissioner, Director or Superintendent of Insurance, or other appropriate party in each jurisdiction for which this application is made to verify information with any federal, state or local government agency, current or former employer, or insurance company.
4. I further certify that, under penalty of perjury, a) I have no child-support obligation, b) I have a child-support obligation and I am currently in compliance with that obligation, or c) I have identified my child support obligation arrearage on this application.
5. I authorize the jurisdictions to which this application is made to give any information concerning me, as permitted by law, to any federal, state or municipal agency, or any other organization and I release the jurisdictions and any person acting on their behalf from any and all liability of whatever nature by reason of furnishing such information.
6. I acknowledge that I understand and will comply with the insurance laws and regulations of the jurisdictions to which I am applying for licensure.
7. I hereby certify that upon request, I will furnish the jurisdiction(s) to which I am applying, certified copies of any documents attached to this application or requested by the jurisdiction(s).

Month/Day/Year

Original Producer Signature

Full Legal Name (Printed or Typed)



**Participating Associations
AND
Chambers of Commerce**

Associations:

Carolinas Food Industry Council (CFIC)
North Carolina Mutual Drug
North Carolina Retail Merchants Assn. (NCRMA)
North Carolina Tire Dealers Assn. (NCTDA)
Turfgrass Council of North Carolina (TCNC)

Chambers Of Commerce:

Ahoskie*	Granville County	Rocky Mount Area*
Alleghany County	Greene County*	Sanford Area*
Archdale-Trinity	Greensboro*	Smithfield-Selma Area
Asheboro Randolph County	Greenville-Pitt County	Southport-Oak Island Area
Asheville Area*	Haywood County	Stanly County
Boone Area	Henderson County	Statesville
Caldwell County	Jacksonville-Onslow	Tarboro-Edgecombe
Carteret County	Kinston-Lenoir County	Topsail Area
Catawba County	Laurinburg-Scotland County	Tyrrell County
Chapel Hill-Carrboro	Lumberton Area	Wake Forest
Currituck	Martin County	Warren County
Dunn Area	Moore County	Washington-Beaufort County
Durham	Outer Banks	Washington County*
Edenton-Chowan	Pamlico County	Wayne County
Elizabeth City	Raleigh	Wilkes
Fayetteville	Reidsville	Wilson
Fuquay-Varina	Richmond County	Winston-Salem
Gaston	Roanoke Valley	*NEW