



## Application Checklist

Thank you for considering a business relationship with Quantum Alliance General Agency LLC. Please complete and submit the following items to Quantum by email or fax:

Email: [Marketing@QuantumMGA.com](mailto:Marketing@QuantumMGA.com)

Fax: 972.476.1253

- 1 \_\_\_\_\_ Application for Appointment
  - 2 \_\_\_\_\_ Producer Agreement
  - 3 \_\_\_\_\_ Error and Omissions Policy
  - 4 \_\_\_\_\_ W9
  - 5 \_\_\_\_\_ Producer Agreement (signed)
  - 6 \_\_\_\_\_ Commission Rate Sheet (signed)
  - 7 \_\_\_\_\_ Copy of Agent and / or Corporate License
- All locations owned and operating. If near renewal, please provide renewal binder.
- 8 \_\_\_\_\_ DBA or Assumed name (not required if Corporate License is submitted)
  - 9 \_\_\_\_\_ Submit Loss experience from your 3 largest Auto Carriers showing 24 months of loss data.
  - 10 \_\_\_\_\_ Commission Deposit Authorization Form (must include a "Void" check)
  - 11 \_\_\_\_\_ Electronic Withdrawal Authorization Form (must include a "Void" Check)



# ≡ PRODUCER QUESTIONNAIRE ≡

## Quantum Alliance General Agency LLC

2531 Ridge Rd #106,  
 Rockwall, Texas 75032  
 Phone (855) 935-1233  
 Email: Marketing@QuantumMGA.com

This information will be used to evaluate your agency with regards to your production and loss experience. Please complete this questionnaire and email it to our office at Marketing@QuantumMGA.com.

<b>Agency Name:</b>	This agency is owned by: <input type="checkbox"/> an individual <input type="checkbox"/> a partnership <input type="checkbox"/> a corporation	Owner Name:
<b>Physical Address:</b>	Federal Tax ID / Social Security Number:	
<b>City, State, &amp; Zip Code:</b>	How many locations does this agency have? 1)	
<b>County:</b>	2)	
<b>Phone Number:</b>	3)	
<b>Fax Number:</b>	4)	
<b>E-mail address:</b>	5)	
How long have you owned this agency?	Does this agency have a website? (If so, please provide the URL, www.123.com)	

Please list all owners, officers, and employees (both licensed & unlicensed) below:

NAME	Indicate position with agency	DOB	SSN for Appointment	Insurance License Number	Email address
1)	owner    officer / manager    employee				
2)	owner    officer / manager    employee				
3)	owner    officer / manager    employee				
4)	owner    officer / manager    employee				
5)	owner    officer / manager    employee				

Estimate this agency's <b>TOTAL ANNUAL AUTO PREMIUM VOLUME</b>		\$	Estimate the percentage of business this agency writes by policy coverage	Liability Only %	(OTC & Collision) %
Estimate the percentage of business this agency writes by policy term	Annual policies %	Semi-Annual policies %	Estimate the percentage of business this agency writes by liability limits	Minimum Limits Liability %	Excess Limits Liability %
	Monthly policies %	Other: %			

Does this agency write business in STANDARD AUTO markets? (if so please list top 3 below)	YES NO	Does this agency write HOMEOWNERS, MC, MOBILE HOME or RENTERS INSURANCE?	YES NO
NAME	Annual premium volume	NAME	Annual premium volume
1)	\$	1)	\$
2)	\$	2)	\$
3)	\$	3)	\$

With how many companies does this agency write NON-STANDARD AUTO business? (please list top companies below)	Additional Information / Locations		
MGA & COMPANY NAME	Appointment Date	Annual premium volume	
1)		\$	
2)		\$	
3)		\$	
4)		\$	
5)		\$	
6)		\$	

**Include a copy of your Insurance License, copy of your E&O Policy Dec page with limits, W9, Banking Forms as well as a signed copy of the contract with this questionnaire. Email to marketing@quantummga.com**

Quantum Alliance Managing General Agency welcomes your comments and questions. Please email all pages to Quantum upon completion. If you have questions about this form contact our marketing department at 855-935-1233.



## PRODUCER'S AGREEMENT

**This Agreement** is made by and between the insurance producer identified in Article XII (hereinafter, "you" and "your"), and the insurance companies identified in Article XII (collectively, "we," "us," and "our"). The parties hereby agree as follows:

### Article I. Definitions

- A. "Effective Date" means the date that this Agreement becomes effective, as set forth in Article XII.
- B. "Expiration Information" means business records and information originating with you regarding any applicant or insured under a Policy or Renewal, including, without limitation, the date of expiration and policy limits of any Policy or Renewal.
- C. "Policy" means any insurance contract issued in the Territory by us pursuant to this Agreement.
- D. "Renewal" means any insurance contract issued in the Territory by us or any of our corporate affiliates that:
  - 1. is effective within sixty (60) days after the expiration date of any Policy or Renewal thereof;
  - 2. provides substantially similar coverage as any such Policy or Renewal;
  - 3. is issued to the same named insured as such Policy or Renewal; and
  - 4. is issued using your Expiration Information.A Renewal shall include any insurance contract issued in the Territory by us pursuant to any previous agreement between you and us with respect to the subject matter hereof, provided that such insurance contract is renewed after the Effective Date of this Agreement.
- E. "Territory" means the jurisdiction(s) where you are licensed, and we make insurance products available to you, as listed in Article XII. Subject to your licensing status, we may add jurisdictions with written notice to you.
- F. "Trademark(s)" means any and all of our company names, trade names, domain names, slogans, tag lines, logos, trademarks or service marks.
- G. "Underwriting Requirements" means instructions that we provide or make available to you in written or electronic format, including, without limitation, insurance applications, product or underwriting guides, rates and rating software, processes and procedures, commission schedules, or premium payment plans.

### Article II. Authority

- A. Subject to and in accordance with this Agreement and the Underwriting Requirements, you have the authority in the Territory to solicit, provide quotes, receive applications, and collect money and provide receipts for premiums for authorized insurance products specified in Article XII.
- B. You have no authority to, and agree that you will not:
  - 1. submit to us any application for insurance:
    - a. that you know or have reason to know is false, inaccurate or misleading;
    - b. with a requested effective date and time prior to the date and time that you receive a request for such coverage and an acceptable down payment, a complete quote from you is registered electronically in our quoting systems, and you meet any and all additional conditions specified in the Underwriting Requirements; or
    - c. for any class of risk not specified in the Underwriting Requirements;
  - 2. adjust or settle any claim under a Policy or Renewal; or
  - 3. collect from any person who is or has applied to be insured with us any fees or charges in connection with the performance of this Agreement that are in addition to those specified in the application for a Policy or declarations page for a Renewal, except in compliance with all applicable laws. You are solely responsible for any legally required disclosure of such fees and charges to applicants and insureds. You are not authorized to, and nothing in this Agreement shall be construed as, authorizing the imposition or collection of any such fees or charges on our behalf.
- C. Without our prior written consent, you have no authority to, and agree that you will not:
  - 1. bind coverage, grant binding authority to, or accept business subject to this Agreement from, anyone other than your duly licensed and appointed employees or duly licensed and appointed producers who are subject to a written agreement allowing them to solicit business for you;
  - 2. make or issue with respect to Policies or Renewals financial responsibility filings, certificates of insurance (except on forms provided by us), filings with any government agency, policies, endorsements, or r e n e w a l or cancellation notices;
  - 3. disclose to our competitors or their agent's information contained in our Underwriting Requirements; or

4. display or use, or instruct or permit others to display or use, any of our advertising, in whole or in part, or any of our Trademarks, or any words, phrases, pictures or graphics that are derived from or confusingly similar to the same, in any way, including, without limitation, in signs, advertisements (e.g., print, electronic, radio, television, etc.), promotional material, business cards, directory listings, domain names, Web sites or search engines. If you violate this provision and such violation is not remedied to our satisfaction within fifteen (15) days after our written notice thereof, then in addition to any other remedies available to us at law or in equity, you agree that we shall have the right to do any or all of the following: (a) terminate this Agreement immediately upon written notice to your last known address; (b) obtain immediate injunctive relief against any such display or use; or (c) collect for each month in which such violation occurs liquidated damages equal to the greater of \$1,000 or 2% of your previous year's total written premium with us.
- D. We have the authority to:
1. expand, restrict, suspend or modify any part or all of your authority hereunder upon written notice to you;
  2. change our Underwriting Requirements by providing written notice or making the same available to you; and
  3. access and use Expiration Information only as described in Article V.

### **Article III. Duties**

- A. You agree to:
1. submit to us promptly all applications and premiums in any manner that we may specify, which may include, without limitation, electronic transmission;
  2. use all reasonable efforts to ensure that applications contain complete and accurate information;
  3. maintain an errors and omissions policy of insurance, covering you and each of your employees, with minimum limits of liability of at least \$300,000 from an insurance company acceptable to us;
  4. comply with our Underwriting Requirements, as these may be changed by us pursuant to this Agreement;
  5. notify us promptly of any and all felony convictions involving your producers;
  6. present to each applicant or insured:
    - a. all notices that we may determine are legally necessary or legally prudent; and
    - b. all informational materials that we supply and ask you to provide;
  7. notify us in writing of any and all Policies and Renewals subject to premium financing arrangements, and the name and address of the premium financing company, promptly after you arrange for or learn of the same. Nothing in this Agreement shall be construed as authorizing any premium financing arrangements, premium financing is prohibited;
  8. pay for all of your operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes;
  9. comply with all applicable laws relating to the performance of this Agreement, including, without limitation, privacy, producer licensing and anti-steering laws;
  10. instruct each insured to immediately report directly to us all claims or losses, and immediately refer to us any inquiry or report concerning any claim or loss that you may receive;
  11. retain in an orderly fashion and for the period specified in the Underwriting Requirements, each of the following, to the extent applicable, with respect to Policies and Renewals: all original signed applications, driver exclusions, selections and rejections of optional coverage, documents required by us in support of premium discounts, vehicle inspection reports, and powers of attorney. You may retain electronically scanned documents in lieu of hard copy, provided that they are retrievable, durable, legible, unalterable and compatible with our systems. Upon expiration or termination of this Agreement, or at any time upon our request, you agree to send to us all such documents or copies;
  12. allow us access to your facilities during business hours to review documents and records pertaining to Policies and Renewals, and assist in performing any such review;
  13. provide to us any information in your possession or control that we may request in connection with this Agreement, including, without limitation, a copy of all or any part of any file concerning any person insured under, or who has applied for, a Policy or Renewal with respect to that Policy or Renewal or application for the same;
  14. cooperate with us fully in our investigation of any claim or loss involving a Policy or Renewal;
  15. pay to us any and all amounts due hereunder within the time specified in the Underwriting Requirements or, if not specified, within thirty (10) days after receipt of our invoice; and
  16. refund unearned commissions to us at the same rate that such commissions were paid to you.

- B. We agree to:
1. issue all policy contracts and related forms;
  2. adjust or arrange for the adjustment of all claims;
  3. notify you of any material change to any Policy or Renewal;
  4. fulfill our obligations under our Underwriting Requirements, Policies and Renewals;
  5. pay you commissions as provided in this Agreement;
  6. comply with all applicable laws relating to the performance of this Agreement, including, without limitation, privacy, producer licensing and anti-steering laws;
  7. pay for all of our operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes; and
  8. develop and provide or make available to you the Underwriting Requirements.

#### **Article IV. Commissions**

- A. Subject to Article IV.B, we will pay you commissions on Policies and Renewals based on our applicable commission schedules in effect as of the inception date of each such Policy or Renewal, provided that:
1. if required by law, you are licensed as an insurance producer;
  2. you have paid all amounts that are due and owing to us;
  3. you are the producer of record at the inception of the Policy or Renewal; and
  4. we have not terminated this Agreement pursuant to Article VI.C.
- B. We may change our commission schedules for Policies upon thirty (30) days prior written notice to you, and for Renewals upon ninety (90) days prior written notice to you. Notwithstanding the foregoing, we may change our commission schedules immediately upon written notice to you if we determine that it is legally necessary or legally prudent.

#### **Article V. Expiration Information**

- A. You own all rights in Expiration Information, subject to the provisions of this Article. Without your prior written consent, we have no authority to, and agree that we will not:
1. use any Expiration Information for the purpose of soliciting any Policy, Renewal, or other insurance product, except in accordance with Article V.C or Article V.E; or
  2. disclose Expiration Information to any third party, except for the purposes set forth in Article V.B.
- B. Notwithstanding the foregoing, we may:
1. contact, or use any third party to contact, any person insured by us, formerly insured by us, or who has applied to be insured by us, to:
    - a. provide customer service to any such person;
    - b. process an agent of record change requested by any such person with respect to his or her Policy or Renewal or application for the same;
    - c. request, receive or verify any information related to any such person with respect to his or her Policy or Renewal or application for the same;
    - d. notify any such person of, and collect premiums due on, any Policy or Renewal;
    - e. change the terms of any Policy or Renewal;
    - f. provide information regarding insurance-related issues; or
    - g. refer to another independent insurance producer any such person who is insured by us and who moves to a jurisdiction where you are not licensed or authorized to solicit our insurance products;and
  2. access, use and disclose information regarding Policies and Renewals, including Expiration Information, only for the purposes set forth in Article V.B.1, Section 502(e) of the Gramm-Leach-Bliley Act, market research, product development, regulatory compliance, or determining compliance with this Agreement.
- C. Unless otherwise notified by you in writing, we may, in our discretion, offer to renew Policies and Renewals written hereunder. When required by applicable law, we will offer to renew such Policies and Renewals. If we make such offers to renew, then subject to Article IV and Article V.E, we will continue to designate you as the producer and pay you commissions on each resulting Renewal in accordance with our then-current commission schedules.
- D. Until you fully discharge your financial obligations to us under this Agreement, we hereby retain and you hereby grant to us a security interest in your Expiration Information to the extent of any such financial obligation, and you agree to execute such documents as we may require to evidence, preserve or perfect this security interest.

- E. We will own all rights in Expiration Information and all expiration and renewal rights related to Policies and Renewals, and we will have no further obligation to pay you commissions hereunder only if:
  - 1. we terminate this Agreement pursuant to Article VI.C.1 due to your failure to timely pay all amounts due and owing to us;
  - 2. we terminate this Agreement pursuant to Article VI.C.2 because you have abandoned, or been deemed to have abandoned, your business; or
  - 3. after termination of this Agreement, you fail to remit or make available funds due and owing to us when and as required by this Agreement, and such funds are not remitted or made available to us within ten (10) days after the date of our written notice to remit such funds.

**Article VI. Term and Termination**

- A. This Agreement will become effective upon the Effective Date, and will continue in effect until terminated as provided in this Section.
- B. Unless otherwise required by law, we may terminate this Agreement at any time immediately upon the expiration of at least ninety (90) days' advance written notice to your last known address. Any such notice shall take effect on the later of ninety (90) days after the date of such notice, or the date for termination specified in the notice.
- C. Unless otherwise required by law, the advance notice required by this Section does not apply to us, and we may terminate this Agreement immediately upon written notice to your last known address, if:
  - 1. you fail to remit or make available funds due and owing to us when and as required by this Agreement, and such funds are not remitted or made available to us within ten (10) days after the date of our written notice to remit such funds;
  - 2. you abandon your business. You will be deemed to have abandoned your business if you cease to maintain a published telephone number or office location open to the public, or you change your telephone number or office location without providing prior written notice of the change to us and to your customers who are insured by us;
  - 3. your producer license is suspended or revoked;
  - 4. you engage in any fraudulent act against us or any applicant for or insured under a Policy or Renewal; or
  - 5. you otherwise fail, in any material respect, to comply with this Agreement, and do not cure such failure, or such failure is incapable of being cured, within ten (10) days after the date of our written notice thereof.
- D. You may terminate this Agreement at any time immediately upon written notice to us.

**Article VII. Rights After Termination**

- A. Upon and after the expiration or termination of this Agreement:
  - 1. all authority given to you by this Agreement ends;
  - 2. we may notify any person insured under a Policy or Renewal of the expiration or termination of this Agreement;
  - 3. you will promptly cease use of our advertising and Trademarks and return, at your expense, all of our manuals, forms, identification cards, signs, records, materials, applications, rate guides, Underwriting Requirements, software, and any and all other property that we have made available to you;
  - 4. all in-force Policies and Renewals will continue to normal expiration, subject to their terms; and
  - 5. in our discretion, we may pay you commissions on New Business and Renewals as a percentage of earned premium, rather than written premium.
- B. Notwithstanding the foregoing:
  - 1. unless this Agreement is terminated by us pursuant to Article VI.C, and subject to Article II.D.1, you will continue to have authority to service Policies and Renewals outstanding after termination of this Agreement, you may retain those materials of ours that are necessary to exercise this authority, and we will provide you with access to information necessary to the exercise of this authority; and
  - 2. at your request, we will provide to you copies of any Policy and Renewal contracts and related declarations pages in our possession or control. We shall provide the same either electronically or in hard copy, at our option.
- C. The following provisions will survive the termination of this Agreement: Article II.C.4; Article II.D; Article III.A.7 through Article III.A.16; Article III.B.1 through Article III.B.7; Article V; Article VII; Article VIII; Article IX; and Article X.

### **Article VIII. Fiduciary Responsibilities**

- A. You agree to hold in a fiduciary capacity for our benefit all funds received by you on our behalf, including, without limitation, premiums for insurance written under this Agreement. If mutually agreed between you and us, you will deposit such funds into a bank account for electronic transfer to us. If you fail to remit or make these funds available to us in a timely fashion, as required by this Agreement and the Underwriting Requirements, we will have a first lien on such funds. After the expiration or termination of this Agreement, you agree to continue to hold these funds in a fiduciary capacity for our benefit until you remit or make these funds available to us.
- B. Notwithstanding anything in this Agreement to the contrary, we may set off any amounts due and owing to you under this Agreement or any other agreement between you and us, against any amounts due from you to us under this Agreement or any other agreement between you and us.

### **Article IX. Privacy Compliance**

- A. We will provide a privacy notice to our insureds as required by law. We will notify you in writing if you are required to provide a privacy notice to applicants on our behalf.
- B. We may provide to you information regarding applicants, insureds or claimants that is not collected by you. The use and disclosure of such information is subject to the terms of our privacy notice and applicable privacy laws. Accordingly, you agree not to further disclose or use any such information, except as necessary to carry out the purpose for which we provide it, or as expressly authorized by the person to whom it pertains.
- C. You must take steps to ensure the security and confidentiality of information concerning applicants, insureds and claimants under Policies and Renewals. Subject to the provisions of Article III.A.11, this includes taking reasonable steps to destroy, or arrange for the destruction of, records containing such information that are no longer to be retained by you by shredding, erasing or otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

### **Article X. Indemnification**

- A. We will indemnify, defend, and hold you harmless for and from all liabilities, losses, damages, judgments, actions, and expenses, including reasonable attorneys' fees (collectively, "Losses"), that you sustain due to our negligence, any wrongful acts, errors or omissions on our part, or our failure to comply with the provisions of this Agreement or our Underwriting Requirements. This indemnification shall include, without limitation, any Losses that you sustain due to our use of consumer credit information if you have complied with our procedures for use or ordering of the same. You agree to immediately notify us when you learn of or receive any claim that you feel is covered under this Article. We shall have the right to participate, at our expense, in the investigation and defense of any such claim, and may, at our option, assume full defense of any action filed. If we assume the defense, we will not be liable to you for any cost of litigation, including, without limitation, court costs and attorneys' fees, that you incur subsequent to our decision to assume defense of any such action.
- B. You will indemnify, defend and hold us harmless for and from all Losses that we sustain due to your negligence, any wrongful acts, errors or omissions on your part, or your failure to comply with the provisions of this Agreement or our Underwriting Requirements. We agree to immediately notify you when we learn of or receive any claim that we feel is covered under this Article. You shall have the right to participate, at your expense, in the investigation and defense of any such claim.

### **Article XI. Miscellaneous**

- A. Written notices under Article V.C and Article VI shall be provided in hard copy and shall be sent to the intended recipient's last known address. All other written notices required under this Agreement may be provided in writing, by email or other electronic means, such as fax, and the parties hereby consent to receive such notices via fax. Notices shall be effective: (1) upon receipt if hand delivered; (2) upon receipt or refusal to accept delivery if sent by certified mail; (3) three days after mailing if sent by U.S. first-class mail, postage prepaid; (4) the next business day after being sent by overnight delivery service; and (5) the next business day after machine-confirmation of successful transmission if sent by fax or email.
- B. This Agreement will be governed by and interpreted under the laws of the jurisdiction of your address for notices set forth in Article XII. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it in compliance with that law. The determination by a court of competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement.
- C. This Agreement contains the entire understanding between the parties and supersedes all previous agreements between the parties, oral or written, with respect to any insurance product that you are authorized to solicit under this Agreement. Such agreements are hereby terminated by the mutual agreement of the parties as of the Effective Date of this Agreement.
- D. This Agreement may not be modified or amended except in writing that expressly refers to this Agreement and that is signed by both parties.

- E. This Agreement will be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in this Section, neither this Agreement nor any rights, duties or authority hereunder may be assigned or delegated by either party without the prior consent in writing of the other party. Upon written notice to you, we may assign this Agreement, or assign our rights or delegate our duties under this Agreement, to any of our existing or future corporate affiliates. Upon written notice to us, you may assign your rights to receive commissions on Renewals to any duly licensed insurance producer, and upon receipt of such notice we will pay such commissions to the assignee, subject to our right to set off under Article VIII.B and the assignee's agreement to refund unearned commissions under Article III.A.16, and provided that the conditions of Article IV.A, other than Article IV.A.3, are met with respect to the assignee and such Renewals.
- F. The captions contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.
- G. A party's failure to insist upon strict compliance with any of the provisions of this Agreement or the Underwriting Requirements will not constitute a continuing waiver of the right to insist upon such compliance.
- H. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies available to the parties at law or in equity.
- I. The relationship between the parties is that of independent contractors. You are responsible for the development and execution of your marketing plans, and all other aspects of the operation of your business and facilities, including, without limitation, hours of operation, advertising, utilities, taxes, hiring, employment and training. Neither party is responsible for the debts and liabilities of the other, and nothing shall be deemed to create or recognize any relationship other than that which is expressly described herein. This is not an exclusive Agreement.

<b>Article XII. Effective Date, Territory, Identifying Information, etc.</b>	
<b>Effective Date:</b>	<b>Authorized Insurance Product(s):</b>  Redpoint County Mutual: Personal Auto, Mercury Insurance: Commercial Auto Qualitas Insurance Company: Personal Auto FMBC: Home Owner, Mobile Home, Farm & Ranch Selective Flood Chubb Insurance Company
<b>Territory:</b> Texas	
<b>Insurance Producer Information</b>	<b>Insurance Company Information</b>
<b>Address for Notices:</b>	<b>Address for Notices:</b>  Corporate Compliance Officer  Quantum Alliance 2931 Ridge Road #106 Rockwall TX 75032  Fax: 1-972-476-1253 email: <a href="mailto:Marketing@QuantumMGA.com">Marketing@QuantumMGA.com</a>



**Commissions payable for coverages provided in various insurance companies at rates set out below:**

Insurance Company	New Business Commission	Renewal Business Commission
Quantum Personal Auto	10%	10%
Mercury Commercial Auto	10%	10%
Quantum Azul Personal Auto	10%	10%
Qualitas Mexico Insurance	10%	10%
FMBC	10%	10%
Selective Flood	17%	17%
Chubb Insurance Company	15%	15%

Article XIII. Effective Date, Territory, Identifying Information, etc. (Continued)	
Insurance Producer Information (Continued)	Insurance Company Information (Continued)
<p><b>Legal Name:</b></p> <p><b>Business Type:</b></p>	<p><b>Legal Names:</b> Quantum Alliance Corporation LLC, Quantum Alliance General Agency LLC</p>
<b>Accepted and agreed:</b>	
<p><b>Insurance Producer</b></p> <p><b>By:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p>	<p><b>Insurance Company's or MGA</b></p> <p><b>By:</b> <i>Charles McMillan</i></p> <p><b>Name:</b> Charles McMillan</p> <p><b>Title:</b> CEO</p>



# Quantum Alliance General Agency LLC

2931 Ridge Road #106,  
Rockwall TX 75032

Phone (855) 935-1233 \* Fax (972) 476-1253 Email: Marketing@QuantumMGA.com

## Agent Commission Deposit Authorization

Quantum Alliance General Agency LLC/Quantum Alliance Corporation, (Quantum) is hereby authorized to present credit/debit entries of any amount on the agency's account at the depository financial institution named below for the payment of settlement due to Quantum by the agency. This authorization, when completed constitutes compliance with NACHA ACH rules.

The authority is to remain in effect until Quantum has received written notification of its termination in such time and manner as to afford Quantum and the financial institution a reasonable opportunity to act on it.

Any changes to the account mentioned below will require completion of new forms and voided check copy.

\_\_\_\_\_  
Authorized Signature (as shown on Account)

\_\_\_\_\_  
Date

### Bank Information

\_\_\_\_\_  
Bank Name and Branch (or Main Office) and Phone Number

\_\_\_\_\_  
Bank Address (street, city, state, zip)

\_\_\_\_\_  
Title of Bank Account

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
ABA Routing Number (9 digits)

\_\_\_\_\_  
Account Type

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agency Contact Person and Telephone Number

**AFFIX VOIDED CHECK HERE**



# Quantum Alliance General Agency LLC

2931 Ridge Road #106  
Rockwall Texas 75032

(855) 935-1233 FAX (972) 476-1253, Email Marketing@QuantumMGA.com

## Agency ACH Debit Authorization

### Electronic Withdrawal for New Business, Installment, Endorsement and Restart Payments

Quantum Alliance General Agency LLC/Quantum Alliance Corporation, (Quantum) is hereby authorized to initiate electronic debit withdrawals on the agency's account indicated below and the depository financial institution named below for payment of settlements due to Quantum by the agency and to debit or credit the same to such account. This arrangement does not affect the agency's primary obligation for payment. If this item is returned unpaid, I authorize an additional returned check fee of the maximum amount as allowed by the state to be charged to this account. This authorization is to remain in effect until Apollo is notified in writing to the contrary. Payments received on the Apollo website as producer electronic checks will be withdrawn from the agency's account.

\_\_\_\_\_  
Authorized Signature (as shown on Account)

\_\_\_\_\_  
Date

### Bank Information

\_\_\_\_\_  
Bank Name and Branch (or Main Office) and Phone Number

\_\_\_\_\_  
Bank Address (street, city, state, zip)

\_\_\_\_\_  
Title of Bank Account

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
ABA Routing Number (9 digits)

\_\_\_\_\_  
Starting Check Number

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agency Contact Person and Telephone Number

**ATTACH VOIDED CHECK HERE**

**FOR OFFICE USE ONLY:**

Quantum Alliance Producer Number \_\_\_\_\_ EFFECTIVE DATE to begin Electronic Withdrawal process \_\_\_\_\_

**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) ▶	
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.

<b>Sign Here</b>	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,

**FARMERS MUTUAL INSURANCE ASSOCIATION OF BURNET COUNTY (FMBC)**

**Agency Agreement**

Name of Agency:
Social Security Number or Federal Tax ID Number:
Agent Number:

Agreement between (Agent/Agency) \_\_\_\_\_, located in \_\_\_\_\_, Texas, (\_\_\_\_\_ County), hereinafter called “Agent”, and **Farmers Mutual Insurance Association of Burnet County (FMBC)**, located in Marble Falls, Texas, (Burnet County), hereinafter called “Company”.

**A. Effective Date**

This agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B. Authority to Solicit**

The Company authorizes Agent to solicit such kinds of insurance as are specified in this agreement and its attached schedules, subject to the limits and provisions stated and subject to revision by written notice at any time. Subject to all legal requirements, rules and rate, underwriting guidelines, notices and memos, and other written instructions of the Company, together with such updates thereof as the Company may from time to time provide, and in accordance with the terms and conditions of this Contract, the Agent is hereby authorized to:

1. Solicit, receive and transmit to the Company for acceptance or rejection, applications for insurance coverage, or changes and/or increases in such coverage, for which the Company has provided the Agent express written authority in the attached schedule(s) or otherwise, which authority may be restricted or expanded by the company at its sole discretion;
2. Receive and transmit initial premiums with the application, direct to Company within seventy-two (72) hours or receipt.

Agent agrees to forward copies of all applications and endorsements issued by the Agent on the Company’s behalf to the Company, or otherwise notify the Company in writing of all liability accepted, not later than three (3) calendar days following the inception date of coverage or the date of acceptance of coverage, whichever occurs first.

Agent shall not bind coverage on any policy covering a risk located outside of the legal boundaries of the State of Texas.

Immediately upon receipt, Agent agrees to report all losses and forward related documents to Company.

Notice of any commitment to liability and/or application for any policy or policies shall be in compliance with all written or printed instructions now or hereafter provided to Agent. Agent shall

cancel or change the conditions of any insurance bound or issued hereunder, in conformity with any request of the Company.

Any negligent delay in complying with the provisions of the foregoing paragraph shall render Agent liable for loss occurring on any unreported or uncanceled risk during the period of such delay.

This Contract and Agent's authority herein agreed upon may not be assigned.

### **C. Premiums and Accounting**

All insurance premiums are direct-billed, except for the initial premium with the application, which the Agent will send directly to the Company. The Agent will not retain commissions out of premiums collected. The Company shall pay commissions at the rate or rates specified in the attached Commission Schedule. The Company, in accordance with the terms and conditions of the Contract, may from time to time provide revisions to commissions.

The Agent agrees that if the Company is required to refund premiums under any contract, policy or certificate of insurance by reason of any cancellation, reduction in coverage, or change in law or regulation, or otherwise, either during or after the term of this Contract, the Company will deduct such commissions at the same rate at which such commissions were originally paid to the Agent.

It is understood and agreed that all premiums, and other monies collected for and on behalf of the Company by the Agent, are received by the Agent in a fiduciary capacity and are accepted by the Agent as trustee for the Company for direct remittance to the Company. The Agent will not hold any funds and will not retain any commissions.

If the Agent is delinquent in either accounting or payment of monies due, the Company may by written notice to the Agent, immediately terminate, suspend or modify any provision of the Contract.

### **D. Compensation**

As full compensation for services, Company shall pay Agent commissions on premiums written and paid for at the rates specified in Schedule A attached. Commissions shall be paid to the Agent within 30 days after the end of the month in which such premiums are received and recorded by the Company, subject to offset by the Company of any returned commissions, including return premium on cancellations ordered or made by Company. The schedule of commissions allowable shall be subject to change by Company at any time by 30-day written notice to Agent respecting insurance written or renewed thereafter.

### **E. Successor in Interest**

If Agent has succeeded to, or hereafter succeeds to, the insurance business of an agency for Company, Agent shall agree to be bound by this contract.

### **F. Termination of Agreement**

This agreement may be terminated by either party at any time by giving a minimum of 30 days written notice, which termination shall be effective on the date specified. Termination shall not relieve either party of its obligations with respect to insurance written hereunder except as stated in Section G. This agreement shall terminate automatically if any public authority cancels or declines to renew Agent's license or Certificate of Authority. This agreement shall terminate immediately upon either party

giving written notice in the event of delinquent payments of accounts, abandonment, fraud, insolvency; or gross and willful misconduct on the part of Agent.

#### **G. Ownership of Expirations**

In the event of termination of this agreement, Agent not being in default and thereafter promptly accounting for and paying all amounts for which Agent may be liable, Agent's records and use and control of expirations shall be deemed the property of Agent and left in Agent's undisputed possession. In the event of termination because of default by Agent, ownership of the records and use and control of the expirations shall be vested in the Company.

#### **H. Subagents and Brokers**

Agents shall have no authority to appoint subagents, or to accept business from an insurance broker, except upon specific written authority. Respecting any business so authorized, Agent shall report the name, address, copy of insurance license and proof of E & O coverage of the subagent or broker to Company. This provision does not apply to subagents owned in whole or in part by the agent. The Company reserves the right to not appoint any subagent of the agent.

#### **I. Independent Contractor**

Agent shall be an independent contractor and nothing herein shall be construed to create the relation of employer and employee between Company and Agent. Agent shall be free to exercise Agent's own judgement as to persons from whom Agent will solicit insurance, the time and place of solicitation and the methods and means of solicitation, subject only to the rules and limits established by this agreement and by the rules and regulations of the Company.

#### **J. Cooperation**

Agent shall promptly report all claims and shall cooperate fully with Company to facilitate investigation and adjustments of any claim when requested by Company to do so.

#### **K. Underwriting and Records**

Company shall have the absolute right to decline any insurance application or to cancel any and all insurance that may be written hereunder. Agent shall keep complete records and accounts of all transactions pertaining to insurance covered by this agreement, which records and accounts shall be accessible to the representatives of Company at any time while this agreement is in force or within three (3) years after the termination date of any insurance written hereunder.

#### **L. Assignment, Prior Agreements and Notice**

No right, benefit or interest hereunder may be assigned without written consent of Company. This agreement supersedes all previous agreements, whether oral or written, between the parties hereto. Whenever written notice is used by either party, the mailing of a notice postage prepaid to the last known address of the other party shall constitute notice.

#### **M. Schedules, Rules and Regulation**

The schedules attached hereto and the rules and regulations of Company contained in Company's Agent Manual and as may be announced by Company from time to time, shall be binding upon the parties the same as though printed herein prior to the signature.

**N. Policy Termination Notices**

Company shall forward to agent a copy of any notice of termination or non-renewal of insurance, the expirations of which are owned by Agent, directed by Company to an insured. Subject to requirements imposed by law and compliance with the applicable policy cancellation or non-renewal provisions contained in the agreement and within the policy, at the Agent's request, the Company shall cancel any policy, decline to renew any policy and upon the Agent's request give written notice of non-renewal to the policyholder.

**O. Hold Harmless**

Company agrees to hold Agent harmless from claims by policyholders resulting from Company error in the processing or handling of Company billed policies unless the insurance has been placed elsewhere or unless responsibility for the claim has been increased by an act of Agent. Conversely, Agent will hold Company harmless against liability it may incur to or on behalf of its policyholders, actual or alleged, based on error or omission of the Agent, if the Company has not contributed to or compounded such error or omission.



**SCHEDULE A**

**SCHEDULE OF COMMISSIONS AND COVERAGES**

This Schedule of Commissions and Coverages is a supplement to the Agency Agreement by and between Agent and Company. This schedule sets for the the type of coverage the Agent is authorized to produce and the commission rate applicable for the coverage and, as of the effective date shown below, supersedes any previous Schedule of Commissions and Coverages.

New Business – defined as any class or line of coverage, not carried by the insured and/r any former insured with FMBC during the 90-day period preceding the policy effective date.

Renewal Business – defined as any other line or class of coverage which does not meet the definition of new business.

	<u>New</u>	<u>Renewal</u>
A. Dwelling Fire and Storm – Individual dwellings & personal property therein	10%	10%
B. Farm Fire and Storm – Individual farm buildings & farm personal property therein	10%	10%

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

COMPANY: \_\_\_\_\_

AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SCHEDULE B**

**BINDING AUTHORITY**

The maximum amounts of insurance to be bound on any one risk are as follows:

- A. Dwelling Fire and Storm – individual dwellings & personal property therein \$600,000 TIV
- B. Farm Fire and Storm – individual farm buildings & farm personal property therein \$600,000 TIV
- C. Comprehensive Personal Liability and Farm Comprehensive Personal Liability \$300,000 TIV
- D. Mobile Homeowners \$200,000 TIV

Requests for limits in excess of the limits in this schedule must be approved by the Company.

A completed signed application must be submitted to the Company within two business days of the date coverage is bound.

Binding authority may be amended or terminated at any time. Binding authority terminates immediately upon notification by either party of intent to terminate the Agency Agreement.

Effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this schedule of binding authority becomes a part of the Agency Agreement entered into between \_\_\_\_\_ and Farmers Mutual Insurance Association of Burnet County (FMBC) . This schedule supersedes all previous schedules of binding authority.

COMPANY: \_\_\_\_\_

TITLE: \_\_\_\_\_

AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

## SCHEDULE C

### AGENCY REQUIREMENTS FOR FMBC CONTRACT

1. Production – Home Office will perform periodic reviews for overall productivity, considering factors such as sales productivity (our target new business submissions is 15 acceptable new policies per year) service of existing customers and policies, acceptable customer satisfaction levels, compliance with Home Office reporting requirements, and other factors including any special circumstances.
  2. Agency Submission Requirements – Fully completed, signed and dated applications, (incompletes will be returned for completion and processing suspended pending receipt of properly completed application). If all requested underwriting information is not received within the first 30 days of the effective date of the application, the risk will be declined, and a notice and explanation will be sent to applicant.
  3. E & O Coverage – Current policy and valid coverage is required. Minimum Limits - \$500,000 per claim and/or aggregate and \$2,500 maximum deductible.
  4. Home Office Inquiries – Prompt response (within 5 working days) required from agencies upon receipt from the Home Office. This applies to all correspondence including, but not limited to, letters, emails, telephone calls and faxes.
  5. Failure to comply with these basic requirements could constitute cause for probation and/or termination proceedings.
- **Full compliance with all provisions (1-6) will provide Agent with binding authority for the per/risk limit of \$600,000. Non-compliance will initially require removing the Agency's Binding Authority.**

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

COMPANY: \_\_\_\_\_

TITLE: \_\_\_\_\_

AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_