



Commission (*Operating Account*)

**ELECTRONIC FUNDS TRANSFER (EFT)
AND CHECK AUTHORIZATION AGREEMENT**

Aspire Insurance (“Aspire”) is hereby authorized to present EFT items on the broker’s account indicated below and the depository name below for payment and settlements due to Aspire by the broker’s or for payment of settlements due to the broker by Aspire.

This arrangement does not affect broker’s primary obligation for payment. This authorization is to remain in effect until Aspire is notified to the contrary in writing.

Bank Name: _____ **Bank Phone:** _____

Bank Address: _____

Name/Title Bank Account: _____

Checking Account #: _____ **Routing #:** _____

Broker Name: _____ **Producer #:** _____

Contact Name: _____

Contact Phone#: _____ **Contact Fax#:** _____

<p>Authorized Signature on Account:</p> <p>_____ Date: _____</p>
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<p>ATTACH VOIDED CHECK HERE</p>
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Trust *(Sweep)*

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Bank Name: _____ **Bank Phone:** _____

Bank Address: _____

Name/Title Bank Account: _____

Checking Account #: _____ **Routing #:** _____

Broker Name: _____ **Producer #:** _____

Contact Name: _____

Contact Phone#: _____ **Contact Fax#:** _____

<p>Authorized Signature on Account:</p> <p>_____ Date: _____</p>
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<p>ATTACH VOIDED CHECK HERE</p>
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Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2	Business name/disregarded entity name, if different from above		
	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC		<input type="checkbox"/> C Corporation	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____		<input type="checkbox"/> S Corporation	
	<input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> Partnership	
			<input type="checkbox"/> Trust/estate	
5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)		
6	City, state, and ZIP code			
7	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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
				-					-				
or													
Employer identification number													
				-									

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

THIS CALIFORNIA BROKER AGREEMENT (the "Agreement") is made as of the date written on the signature page (the "Effective Date"), between , Aspire General Insurance Services, LLC (DBA: Aspire Insurance Services) a Nevada limited liability company, (hereinafter "Aspire"), with its principal place of business located at 8885 Haven Ave Ste 250 Rancho Cucamonga, CA 91730 and the producer set forth on the signature page, with its principal place of business listed therein (hereinafter "Broker"). Aspire and Broker may be referred to individually as "Party" and collectively as the "Parties." The Parties hereby agree as follows:

1. DEFINITIONS

- 1.1. Definitions. As used in this Agreement:
 - 1.1.1. "Effective Date" means the date first written above.
 - 1.1.2. "Expiration Information" means business records and information originating with Broker 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.
 - 1.1.3. "Policy" means any insurance contract issued in the Territory by Aspire or any of Aspire's corporate affiliates pursuant to this Agreement.
 - 1.1.4. "Renewal" means any insurance contract issued in the Territory by Aspire or any of Aspire's corporate affiliates that:
 - 1.1.4.1. is effective within sixty (60) days after the expiration date of any Policy or Renewal thereof;
 - 1.1.4.2. provides substantially similar coverage as any such Policy or Renewal;
 - 1.1.4.3. is issued to the same named insured as such Policy or Renewal; and
 - 1.1.4.4. is issued using Broker Expiration Information as set forth in Section 5.
 - 1.1.5. "Submission Information" means information that Aspire provides or makes available to Broker in written or electronic format, including, without limitation to; insurance applications, product guides, rates and rating software, processes and procedures, commission schedules, or premium payment plans.
 - 1.1.6. "Territory" means the state of California.
 - 1.1.7. "Trademark(s)" means any and all of Aspire's or company names, trade names, domain names, slogans, tag lines, logos, trademarks or service marks both common law and filed with the State and Federal governments.
 - 1.1.8. References to "Aspire" in connection with obtaining insurance or quotes for insurance and in connection with manuals, trademarks or other materials shall be understood as referring as well to insurance or quotes for insurance from Aspire General Insurance Company, a California-domiciled insurance company ("Carrier") through Aspire and to manuals, trademarks or other materials provided by the Carrier to Aspire ("Company IP") and any other insurance company's Company IP under the terms of this Agreement.

2. SUBMISSION OF BUSINESS

- 2.1. Subject to and in accordance with this Agreement and the Submission Information, Broker may within the Territory obtain quotes for insurance from Aspire, and submit applications and premiums for insurance products in accordance with this Agreement.
- 2.2. Broker is not authorized to and agrees that Broker cannot and will not effect or bind insurance coverage on Aspire's behalf in any manner. For coverage to be bound, Broker must request that Aspire do so, electronic format, as specified by Aspire. Coverage will be bound only if and when Aspire has manifested Aspire's acceptance of the request through issuance of a policy number or other written or electronic confirmation.
- 2.3. Broker agrees that, if a conflict exists as to which broker is authorized to represent an insured with respect to any policy, Broker will supply Aspire with a written Broker of Record letter from the insured authorizing the Broker to represent the insured.
- 2.4. Any rights and obligations of Broker under this Agreement apply to Broker only. Without limiting the foregoing, Broker shall not sub-broker any policy or business contemplated under this Agreement.
- 2.5. Broker agrees that Broker will not:
 - 2.5.1. Submit to Aspire any application for insurance:
 - 2.5.1.1. That Broker knows or has reason to know is false, inaccurate or misleading;
 - 2.5.1.2. With a requested effective date and time prior to the date and time that a complete quote from Broker is registered electronically in Aspire's quoting systems, and Broker meets any and all additional conditions specified in the Submission Information; or
 - 2.5.1.3. For any class of risk not specified in the Submission Information;

- 2.5.2. Adjust or settle any claim under a Policy or Renewal; or
 - 2.5.3. Without Aspire's prior consent, make or issue with respect to Policies or Renewals any financial responsibility filings, certificates of insurance, filings with any government agency, policies, endorsements, or renewal or cancellation notices; or
 - 2.5.4. Collect from any person who is or has applied to be insured with Aspire, 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. Broker is solely responsible for any legally required disclosure of such fees and charges to applicants and insureds. Nothing in this Agreement shall be construed as authorizing the imposition or collection of any such fees or charges on Aspire's behalf.
- 2.6. Aspire shall have the right to:
- 2.6.1. Suspend Brokers ability to submit business to Aspire upon written notice to Broker;
 - 2.6.2. Change Aspire's Submission Information by providing written notice or making the same available to Broker; and
 - 2.6.3. Access and use Expiration Information only as described in Section 5.

3. OBLIGATIONS

- 3.1. **Broker's Obligations.** Broker shall comply with all applicable laws relating to the performance of this agreement and:
- 3.1.1. Submit to Aspire promptly all premiums and documentation Aspire requires in any manner that Aspire may specify, which may include, without limitation, electronic transmission;
 - 3.1.2. Maintain all required bonds, and an errors and omissions policy of insurance covering Broker and each of Broker's employees, with minimum limits of liability of at least \$1,000,000 from an insurance company acceptable to Aspire;
 - 3.1.3. Submit all applications in accordance with Aspire Submission Information, as it may be changed by Aspire pursuant to this Agreement;
 - 3.1.4. Present to each applicant or insured:
 - 3.1.4.1. All notices that Aspire may determine are legally necessary or legally prudent;
 - 3.1.4.2. All informational materials that Aspire supplies and asks Broker to provide; and
 - 3.1.4.3. All notices required by California regulation or statute or any other law or regulation.
 - 3.1.5. Notify Aspire 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 Broker arranges for or learns of the same. Nothing in this Agreement shall be construed as allowing any premium financing arrangements if prohibited by the Submission Information;
 - 3.1.6. Pay for all of Broker's operating expenses, including, without limitation, fees for broker bond, license, fees and taxes, and occupational or municipal license fees and taxes;
 - 3.1.7. Comply with all applicable laws relating to the performance of this Agreement and brokers within the Territory, including, without limitation, privacy, licensing, and broker anti-steering laws;
 - 3.1.8. Instruct each insured to immediately report directly to Aspire all claims or losses, and any inquiry or report concerning any claims or losses that Broker may receive;
 - 3.1.9. Retain in an orderly fashion and for the period specified in the Submission Information, 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 Aspire in support of premium discounts, vehicle inspection reports, photos (four, one of each corner) and powers of attorney. Broker may retain electronically scanned documents in lieu of hard copy, provided that they are retrievable, durable, legible, unalterable and compatible with Aspire's systems. In lieu of retaining the same during the term of this Agreement, Broker may send to Aspire any such electronically scanned documents. Upon expiration or termination of this Agreement, Broker agrees to send to Aspire all such documents or copies; the failure to retain adequately the information required to be retained or not provided for as required by Aspire could lead to a denial of a claim and, in such event, producer will be responsible for payment thereof;
 - 3.1.10. Provide to Aspire any information in Broker's possession or control that Aspire 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;

- 3.1.11. Cooperate with Aspire fully in Aspire's investigation of any claim or loss involving a Policy or Renewal;
 - 3.1.12. Pay to Aspire any and all amounts due hereunder within the time specified in the Submission Information or, if not specified, within twenty (20) days after receipt of Aspire's invoice; and
 - 3.1.13. Refund unearned commissions to Aspire at the same rate that such commissions were paid to Broker.
- 3.2. **Aspire's Obligations.** Aspire shall:
- 3.2.1. Issue and sign all policy contracts and related forms for accepted policies;
 - 3.2.2. Arrange for the adjustment of all claims;
 - 3.2.3. Notify Broker of any material change to any Policy or Renewal;
 - 3.2.4. Fulfill Aspire's obligations under Aspire's Submission Information, Policies and Renewals;
 - 3.2.5. Pay Broker commissions as provided in this Agreement;
 - 3.2.6. Comply with all applicable laws relating to the performance of this Agreement, including, without limitation, privacy, producer licensing and anti-steering laws;
 - 3.2.7. Pay for all of Aspire's operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes; and
 - 3.2.8. Develop and provide or make available to Broker the Submission Information.

4. COMMISSIONS & RIGHT TO SET OFF

- 4.1. Subject to Section 4, Aspire will pay Broker commissions on Policies and Renewals based on Aspire's applicable commission schedules in effect as of the inception date of each such Policy or Renewal, provided that:
 - 4.1.1. If required by law, Broker is licensed as an insurance producer;
 - 4.1.2. Broker has paid all amounts that are due and owing to Aspire;
 - 4.1.3. Broker is the broker of record at the inception of the Policy or Renewal; and
 - 4.1.4. Aspire has not terminated this Agreement pursuant to this Agreement.
- 4.2. Aspire may change Aspire's commission schedules for Policies upon thirty (30) days' prior written notice to Broker, and for Renewals upon ninety (90) days' prior written notice to Broker. Notwithstanding the foregoing, Aspire may change Aspire's commission schedules immediately upon written notice if Aspire determines that it is legally necessary or legally prudent.
- 4.3. Notwithstanding anything in this Agreement to the contrary, Aspire may set off any amounts due and owing to Broker under this Agreement or any other agreement between Broker and Aspire, against any amounts due from Broker to Aspire under this Agreement or any other agreement between Broker and Aspire.
- 4.4. Broker is responsible for returning commission on any uncollected premium.

5. EXPIRATION INFORMATION

- 5.1. Broker owns all rights in Expiration Information, subject to the provisions of this section. Without Broker's prior written consent, Aspire agrees that Aspire will not:
 - 5.1.1. Use any Expiration Information for the purpose of soliciting any Policy, Renewal, or other insurance product, except in accordance with Section 5; or
 - 5.1.2. Disclose Expiration Information to any third party, except for the purposes set forth in this Section 5. Notwithstanding the foregoing, Aspire may:
 - 5.1.2.1. Contact, or use any third party to contact, any person insured by Aspire, formerly insured by Aspire, or who has applied to be insured by Aspire, to: (i) provide customer service to any such person; (ii) process a broker of record change requested by any or Renewal or application for the same; (iii) 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; (iv) notify any such person of, and collect premiums due on, any Policy or Renewal; (v) change the terms of any Policy or Renewal; (vi) provide information regarding insurance-related issues; or (vii) refer to another independent insurance producer any such person who is insured by Aspire and who moves to a jurisdiction where Broker is not licensed or permitted to submit applications for Aspire insurance products; and
 - 5.1.2.2. Access, use and disclose information regarding Policies and Renewals, including Expiration Information, only for the purposes set forth in Section this 5, Section 502(e) of the Gramm-Leach-Bliley Act, and for market research, product development, regulatory compliance, or determining compliance with this Agreement.

- 5.1.3. Aspire may, in Aspire's discretion, offer to renew Policies and Renewals written hereunder. When required by applicable law, Aspire will offer to renew such Policies and Renewals. If Aspire makes such offers to renew, then, subject to Section 4 and 5, Aspire will continue to designate Broker as the broker of record and pay Broker commissions on each resulting Renewal in accordance with Aspire's then-current commission schedules.
- 5.1.4. To secure the payment of Broker's financial obligations to Aspire under this Agreement and the performance of Broker's other obligations to Aspire hereunder, Broker hereby grants to Aspire a security interest in Broker's Expiration Information, and Broker agrees to immediately execute such documents as Aspire may require to evidence, preserve or perfect this security interest. Broker hereby authorizes Aspire to file Uniform Commercial Code financing statements with respect to such security interest and naming Broker as debtor in such jurisdictions as Aspire may deem necessary or desirable.
- 5.1.5. Aspire may exercise the rights of a secured party under the Uniform Commercial Code with respect to Broker's Expiration Information if:
 - 5.1.5.1. Aspire terminates this Agreement pursuant to Section 7 due to Broker failure to timely pay all amounts due and owing to Aspire;
 - 5.1.5.2. Aspire terminates this Agreement pursuant to Section 7 because Broker has abandoned, or been deemed to have abandoned, Broker's business; or
 - 5.1.5.3. After termination of this Agreement, Broker fails to remit or make available funds due and owing to Aspire when, as required by this Agreement, such funds are not remitted or made available to Aspire within ten (10) days after the date of Aspire's written notice to remit such funds.

6. ADVERTISING & TRADEMARKS

- 6.1. Broker agrees not to display or use, instruct or permit others to display or use, any of Aspire's advertising, in whole or in part, or any of Aspire's 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, web, pay-per-click advertising, etc.), promotional material, business cards, directory listings, domain names, web sites or search engines. Notwithstanding the foregoing, with Aspire's prior written consent, Broker may display Aspire's Trademarks together with other insurer names or logos solely for the purpose of announcing insurers with which Broker can place business on behalf of Broker's customers. Nothing herein shall be construed as prohibiting Broker distribution of materials that Aspire may provide concerning Aspire or Aspire's products or services.
 - 6.1.1. Broker agrees that use of Aspire's Trademarks in any online advertising, to include but not limited to pay-per-click advertisements, key word advertising, and meta tags via services such as but not limited to Google, Overture, MSN or other search engines is a clear violation of this Agreement if the Broker does not receive prior written approval from Aspire.
- 6.2. If Broker violates the provisions of Section 6 and such violation is not remedied to Aspire's satisfaction within fifteen calendar (15) days after Aspire's written notice thereof, then in addition to any other remedies available to Aspire at law or in equity, Broker agrees that Aspire shall have the right to do any or all of the following: (a) terminate this Agreement immediately upon written notice to Broker's last known address; (b) obtain immediate injunctive relief against any such display or use; and or (c) collect for each month in which such violation occurs liquidated damages equal to the greater of \$1,000 or 2% of Broker previous year's total written premium with Aspire.

7. TERM AND TERMINATION

- 7.1. This Agreement will become effective upon the Effective Date, and will continue in effect until terminated as provided in this Agreement.
- 7.2. Unless otherwise required by law, Aspire may terminate this Agreement at any time immediately upon the expiration of at least ninety (90) days' advance written notice to Broker's last known address. Any such notice shall take effect on the later of ninety (90) days after the date of mailing of such notice, or the date for termination specified in the notice.
- 7.3. Unless otherwise required by law, the advance notice required by this Section does not apply to Aspire, and Aspire may terminate this Agreement immediately upon written notice to Broker's last known address, if:

- 7.3.1. Broker fails to remit or make available funds due and owing to Aspire when and as required by this Agreement, and such funds are not remitted or made available to Aspire within ten (10) days after the date of Aspire's written notice to remit such funds;
 - 7.3.2. Broker abandons Broker's business. Broker will be deemed to have abandoned Broker's business if Broker ceases to maintain a published telephone number or office location open to the public, or Broker changes Broker telephone number or office location without providing prior written notice of the change to Aspire and to Broker's customers who are insured by Aspire;
 - 7.3.3. Broker's producer license is suspended or revoked;
 - 7.3.4. Broker engages in any fraudulent act against Aspire or any applicant for or insured under a Policy or Renewal; or
 - 7.3.5. Broker otherwise fails, in any material respect, to comply with this Agreement, and does not cure such failure, or such failure is incapable of being cured, within thirty (30) days after the date of Aspire's written notice thereof.
- 7.4. Broker may terminate this Agreement at any time immediately upon written notice to Aspire.

8. RIGHTS AFTER TERMINATION

- 8.1. Upon and after the expiration or termination of this Agreement:
 - 8.1.1. Broker may no longer submit insurance business to Aspire;
 - 8.1.2. Aspire may notify any person insured under a Policy or Renewal of the expiration or termination of this Agreement;
 - 8.1.3. Broker shall promptly cease all use of Aspire's Trademarks in all advertising; including, but not limited to any use of Aspire's Trademarks that were approved for use in any form of written agreement.
 - 8.1.4. All in-force Policies and Renewals will continue to normal expiration, subject to their terms; and
 - 8.1.5. At Aspire's discretion, Aspire may pay Broker commissions on Renewals as a percentage of earned premium, rather than written premium and at a reduced commission rate.
- 8.2. Notwithstanding the foregoing:
 - 8.2.1. Unless this Agreement is terminated by Aspire pursuant to Section 7, and subject to Section 2, Broker may service Policies and Renewals outstanding after termination of this Agreement, and Aspire will provide Broker with access to information and materials that are necessary to do so; and
 - 8.2.2. At Broker's request, Aspire will provide to Broker copies of any Policy and Renewal contracts and related declarations pages in Aspire's possession or control. Aspire shall provide the same either electronically or in hard copy, at Aspire's option.

9. PRIVACY COMPLIANCE

- 9.1. Aspire will provide a privacy notice to Aspire's insured as required by law. Aspire will notify Broker in writing if Broker is required to provide Aspire's privacy notice to applicants. Broker is responsible for the provision of Broker's own privacy notice as may be required by law.
- 9.2. Aspire may provide to Broker information regarding applicants, insured or claimants that is not collected by Broker. The use and disclosure of such information is subject to the terms of Aspire's privacy notice and applicable privacy laws. Accordingly, Broker agrees not to further disclose or use any such information, except as necessary to carry out the purpose for which Aspire provides it, or as expressly authorized by the person to whom it pertains. Further, Broker agrees to take steps to ensure the security and confidentiality of such information, including taking reasonable steps to destroy, or arrange for the destruction of, records containing such information that is no longer to be retained by Broker by shredding, erasing or otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

10. INDEMNIFICATION

- 10.1. Aspire will indemnify, defend, and hold Broker harmless for and from all liabilities, losses, damages, judgments, actions, and expenses, including reasonable attorneys' fees (collectively, "Losses"), that Broker sustains due to Aspire's negligence, wrongful acts, errors or omissions on Aspire's part, or Aspire's failure to comply with the provisions of this Agreement or Aspire's Submission Information. This indemnification shall include, without limitation, any Losses that Broker sustains due to Aspire's use of consumer credit information if Broker has complied with Aspire's procedures for use or ordering of the same. Broker agrees to immediately notify Aspire when Broker learns

of or receives any claim that Broker believes is covered under this Section. Aspire shall have the right to participate, at Aspire's expense, in the investigation and defense of any such claim, and may, at Aspire's option, assume full defense of any action filed. If Aspire assumes the defense, Aspire will not be liable to Broker for any cost of litigation, including, without limitation, court costs and attorneys' fees, that Broker incurs subsequent to Aspire's decision to assume defense of any such action.

- 10.2. Broker will indemnify, defend and hold Aspire harmless for and from all losses that Aspire sustains due to Broker's negligence, wrongful acts, errors or omissions on Broker's part, or Broker's failure to comply with the provisions of this Agreement or Aspire's Submission Information. Aspire agrees to immediately notify Broker when Aspire learns of or receives any claim that Aspire believes is covered under this Section. Broker shall have the right to participate, at Broker's expense, in the investigation and defense of any such claim.

11. MISCELLANEOUS

- 11.1. Written notices under Sections 5 and 7 shall be provided in original form and shall be sent to the intended recipient's last known address as provided in this Agreement. 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 to the fax number provided in this Agreement. 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.
- 11.2. This Agreement will be governed by and interpreted under the laws of the Territory. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it into 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. Venue for all arbitration / legal actions arising from or commencing under this Agreement shall be in San Bernardino County, California.
- 11.3. This Agreement contains the entire understanding between the Parties and supersedes all previous agreements between the Parties, oral or written, with respect to the subject matter of this Agreement. Such previous agreements are hereby terminated by the mutual agreement of the Parties as of the Effective Date of this Agreement.
- 11.4. This Agreement may not be modified or amended except in writing that expressly refers to this Agreement and that is signed by both Parties.
- 11.5. 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 or duties hereunder may be assigned or delegated by either party without the prior consent in writing of the other party. Upon written notice to Broker, Aspire may assign this Agreement, or assign Aspire's rights or delegate Aspire's duties under this Agreement, to any of Aspire's existing or future corporate affiliates. Aspire may also grant Carrier a security interest in this Agreement and in connection therewith assign to Carrier Aspire's security interest in Broker's Expiration Information. Upon written notice to Aspire, Broker may assign Broker's rights to receive commissions on Renewals to any duly licensed insurance producer, and upon receipt of such notice Aspire will pay such commissions to the assignee upon assignee's written consent to be bound by the terms of this Agreement, and, subject to Aspire's right to set off under Section 4 and the assignee's agreement to refund unearned commissions under Section 2, and provided that the conditions of Section 4, are met with respect to the assignee and such Renewals.
- 11.6. The headings contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.
- 11.7. A party's failure to insist upon strict compliance with any of the provisions of this Agreement or the Submission Information will not constitute a continuing waiver of the right to insist upon such compliance. All waivers to any right or obligation of this Agreement shall be in writing and signed by the Party to be charged.
- 11.8. 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.

- 11.9. The relationship between the Parties is that of independent contractors. Broker is responsible for the development and execution of Broker's marketing plans, and all other aspects of the operation of Broker's 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. Broker does not represent Aspire. As a broker, Broker is expected to exercise independent judgment in finding an appropriate insurance market for the consumers who Broker represents.
- 11.10. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties hereto and their respective successors and assigns; nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement; and no provision will give any third party any right of subrogation or claim against any Party to this Agreement.

12. NOTICE

- 12.1. All notices, demands, requests, or other communications required or permitted by this Agreement shall be in writing and shall be deemed duly served when personally delivered to the Party or to an officer or agent of the Party, or when deposited in the United States mail, first-class postage prepaid, addressed to:

ASPIRE AT: Aspire General Insurance Services, LLC
8885 Haven Ave Ste 250
Rancho Cucamonga, CA 91730
Fax No. (909) 354-3248

BROKER AT: At the address listed on the signature page

13. AUTHORITY

- 13.1. Each Party executing this Agreement on behalf of Aspire and Broker hereby warrants that: (a) the entity on whose behalf such person is signing is duly organized and validly existing under the laws of its state of organization; (b) such entity has full right and authority to enter into this Agreement and to perform all of its obligations hereunder; and (c) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

COMMISSION SCHEDULE:

A. **COMMISSION SCHEDULE AS OF** 01/01/2020

a. **New Business:**

i. Base: 12% of Direct Written Premium on an as Collected basis;

b. **Renewal:**

i. Base: 10% of Direct Written Premium on an as Collected basis;

c. **Definitions:**

"Direct Written Premium" means the total of all written premiums, net of cancellations, reinstatements and endorsements.

B. **TARGET PRODUCTION LEVEL:** Target production is a minimum of ten (10) new business policies per month.

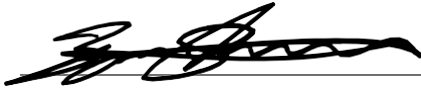


BROKER AGREEMENT

CALIFORNIA

SIGNATURE PAGE

Aspire General Insurance Services, LLC
8885 Haven Ave Ste 250
Rancho Cucamonga, CA 91730

 _____ / / _____

Byron W. Storms
Chief Executive Officer

DATE

CONTACT _____

AGENCY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

_____ / / _____

CONTACT SIGNATURE

DATE