

MARKET FINDERS Insurance Corp.®

*Handling the Unusual Risk...
Unusually Well*

Correspondent at Lloyd's
Plus domestic markets!



P.O. Box 8549 • Louisville, Ky. 40206

502-423-1800
Kentucky WATS 1-800-282-1875
Nationwide WATS 1-800-628-5660
www.mfic.com

TO: ALL BROKERS

RE: BROKERAGE AGREEMENT

In order to afford proper protection to you our Broker, and to ourselves, we have executed a Brokerage Agreement. To better service your company, we are limiting the number of brokers from whom we can accept business. We require all producers to execute a BROKERAGE AGREEMENT. We feel this agreement fairly states the position of both parties.

Kindly read, sign, and have the Brokerage Agreement witnessed. Please return the following documents to us:

- 1) Signed Brokerage Agreement
- 2) Completed Agency Profile
- 3) Completed W-9 Form
- 4) Copy of your individual P&C license (or corporate license for corporations)
- 5) Copy of your E & O Dec Page

A Broker Code will be assigned once we bind the first account.

Yours truly,

James Ryan
President

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**MARKET FINDERS INSURANCE CORPORATION
BROKERAGE AGREEMENT-STANDARD**

No. _____


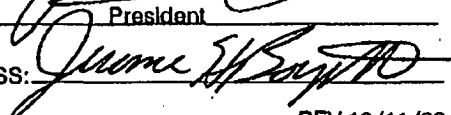
The agreement made and entered into this _____ day of _____, 20____, by and between Market Finders Insurance Corporation, hereinafter referred to as Market Finders and _____ (licensed by the State of _____ and /or as an Insurance Agency under License number _____ and Brokering Agent number _____), hereinafter referred to as BROKER.

WITNESSETH, in consideration of the mutual covenants herein contained; the parties agree as follows:

1. Market Finders shall use its best efforts in assisting the BROKER in finding appropriate markets for various risks.
2. BROKER hereby warrants that he or she has a valid insurance license, said number set forth hereinabove; that he or she is in good standing with the Department of Insurance in the State of _____, and that his or her license has never been revoked in any state. BROKER shall immediately or no later than 5 days notify Market Finders if his or her license is revoked or suspended. If BROKER'S license is revoked or suspended this "Brokerage Agreement" is null and void.
3. BROKER shall maintain in full force and effect a professional liability policy with minimum single limits of \$1,000,000.00 and shall provide with this agreement a copy of the declaration page.
4. BROKER is an independent contractor and acknowledges that he or she is the agent of the insured, that there is not a sub-producer and BROKER is not the agent of, and has no authority to bind Market Finders or any of its principals or insurers.
5. BROKER shall be liable to Market Finders for the full earned amount of premium and applicable state taxes, less commission, including additional premium developed under audits or retrospective penalties on every insurance contract placed for BROKER, whether collected by BROKER or not. Provided that BROKER makes a good faith effort to collect additional premiums from insured and said effort being unsuccessful and BROKER notifies Market Finders of their failure within 15 days and the carrier refunds the additional premium accordingly then BROKER'S statement will receive appropriate credit for the additional premium developed by audit.
 - A. Market Finders shall invoice BROKER for each insurance contract placed. Payment must be received within five (5) days after the coverage effective date.
 - B. Reporting policies' gross receipts, mileage value, etc. must be received by Market Finders by the 10th day of the month following the period covered by report. Payment shall accompany the report.
6. No insurance contract may be returned to Market Finders by BROKER for flat cancellation unless it is returned prior to the inception, or effective date, of contract. Earned premium shall be computed and charged on every contract cancelled after inception in accordance with the cancellation provisions of such contract.
7. In consideration of commission allowed BROKER on all premiums, and additional premiums, BROKER agrees to pay Market Finders the commissions on all returned premiums at the same rate such commissions were originally retained.
8. In the event of non payment by the BROKER, Market Finders shall own the book of business and shall be entitled to reimbursement for the cost of collection, including reasonable attorney's fees, incurred in an effort to collect unpaid premium from any BROKER.
9. The furnishing of promotional materials including, but not limited to, kits, applications, rate schedules, specimen policies, brochures, advertising or any other material by Market Finders to the BROKER does not create or imply an agency relationship or bidding authority between Market Finders and the BROKER.
10. This agreement shall apply to current policies already placed in force at the date hereof and all future policies which may be placed by Market Finders for BROKER.
11. This Agreement constitutes the full and complete contract between Market Finders and the BROKER. Neither party has relied upon any oral representation not included herein.
12. Any amendment to this Agreement shall be made only with the written consent of both parties and attached hereto through an addendum.
13. This Agreement may be cancelled at any time by written notice either party to the other, but said cancellation shall not alter in any way the continued application of this Agreement to insurance policies affected prior to the dates of such cancellation.
14. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and the BROKER hereby consents to the jurisdiction of the Kentucky courts.

MARKET FINDERS INSURANCE CORPORATION

BROKER _____
 SIGNATURE: _____
 TITLE: _____
 PERSONAL GUARANTY _____
 WITNESS: _____

BY:  _____
 TITLE: JAMES RYAN
 President
 WITNESS:  _____



IMPORTANT !! ALL MARKET FINDERS BROKERS

Please assist us with the following information to update our accounting records.

A form W-9 "REQUEST FOR TAXPAYER IDENTIFICATION NUMBER" is enclosed for you to supply us with a certified identification number.

The following information is needed:

1. Your complete agency name, (including Inc. or Corp. if Incorporated) and current mailing address.
2. Please advise us as to whether you operate as an individual, partnership, or corporation. (Indicate in upper right hand corner of W-9 form.)
3. Provide us with your current taxpayer identification number (TIN) on the enclosed "W-9" form. For individuals your TIN is your social security number, for corporations it would be your federal tax ID number, Partnerships would use individual social security numbers.
4. Sign and date form.
5. Please complete attached agency profile.
6. Also, please enclose a current copy of your individual P&C license. If a corporation, a copy of your corporate license.
7. Please provide a current copy of your E & O Insurance declaration page.
8. Return the W-9 form, copy of license and agency profile to Market Finders Ins. Corp., P O Box 6549, Louisville, KY 40206.

Thank you for your Cooperation on this matter.

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

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

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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



AGENCY PROFILE

1. FULL NAME of Agency/Broker: _____

Corporation _____ Partnership _____ Individual _____

Year business established _____

2. Telephone Number _____ Fax # _____

3. Street Address: _____

City _____ State _____ Zip _____

P. O. Box _____ City _____ State _____ Zip _____

E-mail address _____

Website Address _____

4. Name of owners of the Agency and Percentage Owned:

_____ %

_____ %

_____ %

_____ %

5. Is the agency engaged in any other business activity? _____ Yes _____ No

If yes, give details: _____

5. A. DO YOU REQUIRE A 1099? _____

6. Annual premium volume: \$ _____

7. Give a breakdown of your total staff:

Active Partners, Directors, Officers, Owners _____

Employed Solicitors, Brokers _____

Other Employees _____

Total Staff _____

8. Name of E & O Carrier _____

Policy # _____ Eff. Date _____ and Limits _____

9. Have any E & O claims been made during the past five years against you?

10. Name and location of bank(s) that handle your business account(s):

_____ Acct. # _____

_____ Acct. # _____

_____ Acct. # _____

Signature _____

Title _____ Date _____

Return To: Market Finders Ins. Corp., P. O. Box 6549, Louisville, KY 40206