

ELECTRONIC TRANSMITTAL OF SIGNATURE AGREEMENT

THIS ELECTRONIC TRANSMITTAL OF SIGNATURE AGREEMENT (the "Agreement") is entered into by and between General Agents Acceptance Corporation ("GAAC") and _____ ("PRODUCER"), a corporation organized under the laws of the State of California, as of this ____ day of _____, year _____.

The PRODUCER is in the insurance business and includes among its services to its customers the offering of financing arrangements for policies of insurance generated by the PRODUCER (each such customer individually referred to as an "Insured" and collectively referred to herein as the "Insureds").

GAAC is in the business of providing commercial insurance premium financing and as such, GAAC has, and will continue to provide premium financing arrangements for the benefit of the Insureds of the PRODUCER.

The form of the Commercial Premium Finance Agreement Security Agreement, Disclosure Statement and Limited Power of Attorney (each such agreement a "Premium Finance Agreement") and all such agreements, whether currently existing or executed in the future, are collectively referred to herein as the "Premium Finance Agreements") used by General Agents Acceptance Corporation at time of this Agreement.

Due to the desire of the PRODUCER to have greater efficiency and timeliness of delivery and premium funding of insurance policies of its Insured's whose insurance premiums are being financed by GAAC; GAAC and the PRODUCER have agreed to enter into this Agreement to expedite the processing of such Premium Finance Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) Recitals. The above-captioned Recitals are hereby incorporated by reference and made part hereof.
- 2) Submission and Processing of Premium Finance Agreements. Traditionally, GAAC has required that the PRODUCER and every Insured execute each and every Premium Finance Agreement entered into with each Insured that is subject to a financing agreement with GAAC. On occasion and where legally allowed, PRODUCER will, pursuant to its delegated authority from its Insureds, execute a Premium Finance Agreement for the benefit of its Insured. PRODUCER and GAAC have agreed to expedite the execution of the documentation regarding the funding of the loans evidenced by the Premium Finance Agreements and agree that PRODUCER may electronically deliver to GAAC each fully-executed Premium Finance Agreement for each loan transaction where the loan amount financed is less than \$100,000, provided as follows:
 - a) GAAC shall not be obligated to consider for acceptance any request for a premium finance loan made by PRODUCER for the benefit of its Insureds until PRODUCER has generated, using GAAC's internet premium finance quoting system, a quotation acceptable to GAAC for the benefit of an Insured of PRODUCER and the Premium Finance Agreement generated by such quote has been electronically accepted by PRODUCER and transmitted to GAAC as provided in such internet quoting system.

- b) Any Premium Finance Agreement submitted by PRODUCER as described in this section is subject to acceptance by GAAC in its sole discretion, and any such Premium Finance Agreement accepted will have mailed by GAAC to PRODUCER and INSURED a Notice of Acceptance.
 - c) Upon the request of GAAC, PRODUCER will immediately execute, for itself and for the benefit of its Insureds, any and all Premium Finance Agreements submitted to GAAC as described in this Agreement, and deliver such manually executed Premium Finance Agreements to GAAC promptly following such request.
 - d) PRODUCER and GAAC agree that Premium Finance Agreements submitted electronically under this agreement are “transferable records” as defined by the Uniform Electronic Transactions Act.
- 3) Representations and Warranties. For each Premium Finance Agreement which is not manually executed by PRODUCER or its Insureds but electronically delivered to GAAC as described herein, PRODUCER represents and warrants that each and every representation and warranty as contained in the form of Premium Finance Agreement attached hereto will be true and correct, without modification, for every new Premium Finance Agreement requested by PRODUCER for its Insured. As an inducement to GAAC to enter into this Agreement, PRODUCER agrees that the representations and warranties which are referenced in the Premium Finance Agreement will be duly made and enforceable for each and every Premium Finance Agreement, whether manually executed by PRODUCER and/or its Insureds, and furthermore, each and every representation and warranty shall be binding upon both PRODUCER and its Insureds as though manually executed. Without limiting the generality of the foregoing, and as an inducement to GAAC to enter into this Agreement, PRODUCER further represents and warrants to GAAC as follows:
- a) PRODUCER is a duly formed and validly existing corporation in good standing under the laws of the State of its incorporation. PRODUCER has the requisite corporate power, authority and legal right to transfer each and every Premium Finance Agreement for the benefit of its Insureds to GAAC, and furthermore, PRODUCER has the requisite corporate power, authority and legal right to execute, deliver and engage in the transactions contemplated by each Premium Finance Agreement, and perform and observe the terms and conditions of each and every Premium Finance Agreement.
 - b) This Agreement has been duly and validly authorized, executed and delivered by PRODUCER, and this Agreement constitutes the valid, legal and binding agreement of PRODUCER, enforceable in accordance with its terms.
 - c) No consent, approval, authorization of, registration or filing with, or notice to, any governmental authority or court is required, under federal or state law, for the execution, delivery and performance of, or compliance by, PRODUCER with this Agreement, or any of the Premium Finance Agreements contemplated under the terms of this Agreement.
 - d) There are no proceedings or actions against or investigations of the PRODUCER pending or, to PRODUCER’S knowledge, threatened against PRODUCER before any court, administrative agency or other tribunal that could reasonably be expected to adversely affect

PRODUCER'S ability to execute the Premium Finance Agreements to be delivered to GAAC by AGENTS NAME, individually or on behalf of its Insureds.

- e) Each loan resulting from the Premium Finance Agreements for the benefit of the Insureds will be created in the ordinary course of business of each Insured without adverse selection by PRODUCER for submission to GAAC for financing.
 - f) Each Premium Finance Agreement for which GAAC has funded a loan is a valid and binding obligation of the Insured, relating to the loan as set forth under the terms of the Premium Finance Agreement, regardless of whether or not the Premium Finance Agreement has been manually executed by either PRODUCER or the Insured.
 - g) PRODUCER represents and warrants that, pursuant to state law of PRODUCER'S domicile, PRODUCER is authorized to sign each and every Premium Finance Agreement on behalf of itself and on behalf of each Insured, and any such execution by PRODUCER on behalf of any such Insured will be binding upon each such Insured.
 - h) PRODUCER accepts and maintains responsibility for its employees in the submission of premium finance quotes and electronic acceptance and delivery of Premium Finance Agreements under this Agreement and GAAC may rely on the electronic submission and acceptance of any Premium Finance Agreement by PRODUCER under GAAC's internet quoting software. PRODUCER acknowledges the importance of maintaining the security of its assigned password(s) and shall request in writing revised password(s) in the event of changes in PRODUCER'S authorized employees with access to the GAAC internet premium finance quoting system.
 - h) PRODUCER and GAAC each represent for themselves that they are capable of sending, receiving, printing and storing electronic documents,
- 4) Affirmative Covenants. PRODUCER agrees to provide the following for any Premium Finance Agreement, which has been accepted and funded by GAAC:
- a) Upon the request of GAAC, any Premium Finance Agreement, which has not been signed by either PRODUCER or the Insured, will be executed by the PRODUCER on behalf of itself and/or its Insured, and delivered to GAAC within two (2) business days of GAAC's request for such delivery.
 - b) PRODUCER will execute such additional documentation as GAAC may reasonably request in order to insure that any loan made pursuant to any Premium Finance Agreement remains a valid and binding obligation of the Insured in accordance with the terms of such Premium Finance Agreement.
- 5) Notices. All communication provided for or permitted hereunder shall be in writing and shall be deemed to have been duly given if:
- a) Personally delivered:
 - b) Mailed by registered or certified mail, postage prepaid and received by the addressee;

(c) Sent by express courier or delivery service and received by the addressee; or

c) Transmitted by facsimile or e-mail

Such notice addressed to GAAC shall be sent to:

General Agents Acceptance Corporation
PO Box 1177
Lake Forest, CA 92609
Facsimile No: 800-568-5462

Such notice addressed to PRODUCER shall be sent to:

Address

City, State, Zip

Facsimile No:

- 6) Severability: Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provision hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law, which prohibits or renders void or unenforceable any provision hereof.
- 7) Further Assurances. PRODUCER and GAAC each agree to execute and deliver such instruments and take such actions as the other may, from time to time, reasonably request in order to effectuate the purpose and to carry out the terms of this Agreement.
- 8) Survival. PRODUCER agrees that the representations, warranties and agreements made by it herein and in any certificate or other instrument delivered pursuant hereto shall be deemed to be relied upon by GAAC notwithstanding any investigation heretofore or hereafter made by GAAC and shall survive the delivery of the funding for the loans financed by the Premium Finance Agreements, and shall continue in full force and effect notwithstanding any restrictive or qualified endorsement on the notes and notwithstanding subsequent termination of this Agreement.
- 9) Miscellaneous. This agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Neither this Agreement nor any term hereof may be changed,

waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise effect the meaning hereof. The rights and obligations of PRODUCER under this Agreement shall not be assigned by PRODUCER without prior written consent of GAAC, except that any person into which PRODUCER may be merged or consolidated, or any corporation resulting from any merger, conversion or consolidation to which PRODUCER is a party, or any person succeeding to the entire business of PRODUCER shall be the successor to PRODUCER hereunder.

IN WITNESS WHEREOF, GAAC and PRODUCER have caused their names to be signed by their respective duly authorized officers as of the date first above written.

GENERAL AGENTS ACCEPTANCE CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Please sign your name in box below as you would like it to appear on finance agreements.

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