

# **FAX COVERSHEET**

TO:



FAX NUMBER: **816-817-1621**

FROM: \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

Date: \_\_\_\_\_

Pages: \_\_\_\_\_

## **PLEASE FIND ATTACHED:**

- ☐ Agency Appointment Forms
- ☐ VIP Roadside Assistance Forms
- ☐ ACH form for sweep set up
  - ☐ Voided Check
- ☐ ACH form for commission account
  - ☐ Voided Deposit Slip
- ☐ Background form *(needed only for Agency Principal)*
- ☐ Agency License
- ☐ Individual Licenses
- ☐ E & O dec page
- ☐ Signed Traders Contract



TRADERS GENERAL AGENCY  
AGENCY APPOINTMENT/CHANGE FORM

Date: \_\_\_\_\_

☐ Appointment ☐ Transfer ☐ Change ☐ Termination ☐ Additional Agency No.

**MASTER AGENCY INFORMATION**

Master Producer # \_\_\_\_\_

Agency Name: \_\_\_\_\_ Agency License # \_\_\_\_\_

Tax Name (as is appears on tax return): \_\_\_\_\_ Date Agency Established \_\_\_\_\_

Income Tax Return Form # ☐ 1040 ☐ 1120 ☐ K7 FEIN or Social Security # \_\_\_\_\_

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC

Former Agency Name: \_\_\_\_\_

*Put "NA" if you've always had the same name*

*Put "same" if same as physical*

Physical Address	Mailing Address
City/State _____	City/State _____
Zip _____ County _____	Zip _____ County _____
Business Phone _____	Business Fax _____

Name

Contact's E-Mail

Agency Contact: \_\_\_\_\_

Personal Lines Manager: \_\_\_\_\_

**Agency Principal (s):** (All persons having an ownership interest in agency; and any investors especially if not licensed insurance producers, agents or brokers)

Name:		
Address:		
City/State/Zip:		
Title:		
S. S. N.:		
Date of Birth:		
Year Licensed:		

Licensed In PC:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Active in Agency:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Agency or Individuals Licensed in the following states? ☐ Kansas ☐ Missouri ☐ Arkansas ☐ Oklahoma

Percentage of auto business from the following states? \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_% \_\_\_\_\_%

**Within the last two years have there been:**

A Change in Name? ☐ Yes ☐ No B Agency Cluster Arrangements? ☐ Yes ☐ No

C Changes in agency ownership? ☐ Yes ☐ No D Is this a new Agency? ☐ Yes ☐ No

E Individual License Terminations? ☐ Yes ☐ No

F Mergers w/or purchases of other agencies? ☐ Yes ☐ No

*If you answered yes to any please attach an explanation*



TRADERS GENERAL AGENCY  
AGENCY APPOINTMENT/CHANGE FORM

Date: \_\_\_\_\_

Do you own, own any interest, operate or have affiliation with any of the following:

Claim Adjuster Service:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Auto Dealership:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance Company:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Auto Repair Facility:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Auto Salvage Facility:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Bank or Savings & Loans:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Law Firm:	<input type="checkbox"/> Yes <input type="checkbox"/> No		

If yes,  
attach an  
explanation

**AGENCY CARRIER INFORMATION**

List top 3 Non Standard Auto Companies (in order of annual volume and attached 3 years loss ratio figures)

Company	Written Premium	Loss Ratio	SR-22 Authority
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Have you or anyone in or affiliated with your agency been sued concerning any insurance related activity? ☐ Yes ☐ No

Have you or anyone in or affiliated with your agency had their license suspended or revoked? ☐ Yes ☐ No

If yes, please describe: \_\_\_\_\_

Does your agency use a rater? ☐ Yes ☐ No Does your agency use an agency management system? ☐ Yes ☐ No

Which rater do you use? \_\_\_\_\_ Which agency management system? \_\_\_\_\_

**AGENCY BUSINESS PROFILE**

☐ MULTI-LINE AGENCY ☐ SPECIALTY LINE AGENCY

Non-Standard Auto Volume:	By Premium	App by Week	App by Month	App by Year:

Percentage of Agency Lines of Business by Premium Volume:

Personal Lines	_____ %	Commercial Lines	_____ %
Auto Standard	_____ %	Commercial Auto	_____ %
Non-Standard	_____ %	Other Commercial Lines	_____ %
Other Personal Lines	_____ %		

**PRODUCER'S (S) LICENSE INFORMATION**

(You must attach a copy of the license)

Name \_\_\_\_\_  
Home Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
License # \_\_\_\_\_

\*\*\*If you have additional producers please add them on the Addendum

**PRODUCER'S (S) LICENSE INFORMATION**

(You must attach a copy of license)

Name \_\_\_\_\_  
Home Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
License # \_\_\_\_\_

Agency Principal: \_\_\_\_\_

Signature

Date

Print Name

Thank you for completing the Traders  
Appointment Form. Page 3 is Optional



TRADERS GENERAL AGENCY  
AGENCY APPOINTMENT/CHANGE FORM

Date: \_\_\_\_\_

*Please note: This form is only needed if you have additional staff or locations*

ADDITIONAL LOCATION/STAFF ADDENDUM- **OPTIONAL**

**ADDITIONAL LOCATION INFORMATION**

# of Additional Locations: \_\_\_\_\_

Are the Following Offices Under Direct Control of the Agency? ☐ Yes ☐ No

FEIN ID # (if different): \_\_\_\_\_

FEIN ID # (if different): \_\_\_\_\_

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

City/State \_\_\_\_\_

Zip \_\_\_\_\_ County \_\_\_\_\_

Zip \_\_\_\_\_ County \_\_\_\_\_

Piggy Back to Master Producer # \_\_\_\_\_

Piggy Back to Master Producer # \_\_\_\_\_

Agency Volume \_\_\_\_\_

Agency Volume \_\_\_\_\_

Agency Contact \_\_\_\_\_

Agency Contact \_\_\_\_\_

Business Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

Business Fax \_\_\_\_\_

Business Fax \_\_\_\_\_

Total # of Employees \_\_\_\_\_

Total # of Employees \_\_\_\_\_

Total Licensed \_\_\_\_\_

Total Licensed \_\_\_\_\_

**ADDITIONAL STAFF INFORMATION**

**PRODUCER'S (S) LICENSE INFORMATION**

*(You must attach a copy of the license)*

Name \_\_\_\_\_

**PRODUCER'S (S) LICENSE INFORMATION**

*(You must attach a copy of license)*

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Date of Birth \_\_\_\_\_

License # \_\_\_\_\_

License # \_\_\_\_\_

Please list other employees, whether or not licensed in the space provided: \_\_\_\_\_

Do you have independent agents, not employed by your agency placing business through your agency? \_\_\_\_\_

If yes please provide detail: \_\_\_\_\_

**PLEASE FAX COMPLETED FORMS ALONG WITH THE FOLLOWING:**

- ☐ ACH form for sweep set up
- ☐ Voided Check
- ☐ Background form *(In KS & MO only the Agency Principals need to complete)*
- ☐ Agency License
- ☐ Individual Licenses *(please put SS# and DOB on license)*
- ☐ E & O dec page

**FAX ALL TO 816-817-1621**



**TRADERS GENERAL AGENCY**  
**Authorized Agreement for Automatic Withdrawals**  
**(ACH Debits)**

I hereby authorize Traders General Agency, (Traders Insurance Company Premium Trust Account) hereinafter called the Company, to initiate debit and credit entries to my

☐ **Checking Account**    ☐ **Savings Account** *(please check one)*

Indicated below at the depository (Bank or Savings & Loan, etc.) named below, hereinafter called Depository, for the purpose of collecting insurance premiums and fees deposited by me in that same such account. In the event of an over or under withdrawal to my account, I grant to the Company the right to make an adjusting entry to my account up to the amount of the adjustment.

Agency Number	
Agency Name	
Street	
City/State/Zip	

Bank Name	
Bank Mailing Address	
City/State/Zip	
Bank Telephone Number	
Bank Routing & Transit # (ABA)	
My Account Number	
My Account Name (legal business name)	

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Print Name</div> <hr style="border: none; border-top: 1px solid black; margin-top: 20px;"/> <div style="text-align: center;">Signature</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Authorization Date</div> <p style="text-align: center; margin-top: 20px;">Please include the date that you want the change to become effective. If there is no date entered, we assume it is the date that we received the form.</p>
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**A COPY OF A VOIDED CHECK MUST BE ATTACHED TO THIS FORM**

**PLEASE FAX TO:**

If this is a change form:  
Attention- Alyssa Larson (918) 516-0403  
If this is a new appointment:  
Attention- Licensing (816) 817-1621



**TRADERS GENERAL AGENCY**  
**DIRECT DEPOSIT COMMISSIONS ACCOUNT**  
**Authorized Agreement for Direct Deposit**  
**(ACH Credits)**

I hereby authorize Traders General Agency, (Traders General Agency Commission Account) hereinafter called the Company, to initiate debit and credit entries to my

☐ **Checking Account**    ☐ **Savings Account** *(please check one)*

Indicated below at the depository (Bank or Savings & Loan, etc.) named below, hereinafter called Depository, for the purpose of depositing commissions earned in that account. In the event of an over or under withdrawal to my account, I grant to the Company the right to make an adjusting entry to my account up to the amount of the adjustment.

Agency Number	
Agency Name	
Street	
City/State/Zip	

Bank Name	
Bank Mailing Address	
City/State/Zip	
Bank Telephone Number	
Bank Routing & Transit # (ABA)	
My Account Number	
My Account Name (legal business name)	

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-top: 1px solid black; margin-top: 5px; text-align: center;">Print Name</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-top: 1px solid black; margin-top: 5px; text-align: center;">Authorization Date</div>
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-top: 1px solid black; margin-top: 5px; text-align: center;">Signature</div>	<p>Please include the date that you want the change to become effective. If there is no date entered, we assume it is the date that we received the form.</p>

**A COPY OF A DEPOSIT SLIP MUST BE ATTACHED TO THIS FORM**

**PLEASE FAX TO:**

If this is a change form:  
Attention- Alyssa Larson (918) 516-0403  
If this is a new appointment:  
Attention- Licensing (816) 817-1621



# AUTHORIZATION For BACKGROUND INVESTIGATION

File Number (online users only): \_\_\_\_\_

To Whom It May Concern:

I, \_\_\_\_\_, hereby authorize A-Check America, Inc. and/or its agents to make an independent investigation of my background, which may include my character, general reputation, personal characteristics, and mode of living in connection with an application of employment with \_\_\_\_\_.

The Scope of the report may include information concerning my driving record, civil and criminal court records, credit, worker s compensation record, education, credentials, identity, past addresses, social security number, previous employment and personal references.

I authorize and request any present or former employer, state/federal government office, state department of motor vehicles, credit bureaus, school, police department, court records, including those maintained by both public and private organizations, financial institution or other persons having personal knowledge about me to furnish A-Check America, Inc. with any and all information in their possession regarding me for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material to my qualifications for employment. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this authorization request.

The following is my true and complete legal name and all information is true and correct to the best of my knowledge:

Print Full Name: \_\_\_\_\_

Print Maiden Name or Other Names Used: \_\_\_\_\_

Present Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Birth (for I.D. purposes only): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Driver s License Number: \_\_\_\_\_ State of Issue: \_\_\_\_\_

A-Check America will need to contact you if additional information is needed to process your Background Investigation. Please provide a telephone/cell phone number where we may contact you.

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**NOTICE TO CALIFORNIA, MINNESOTA AND OKLAHOMA RESIDENTS:**

If you would like to receive a free copy of your background information obtained by A-Check America, please indicate by checking the following box: ☐ Yes (Please send me a copy of my Background Report)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



## ROADSIDE ASSISTANCE PLAN SUMMARIES

### Basic Plan: 1 Car, 1 Driver

You set the amount you make!

VIP PLAN BENEFITS	Base Membership Fee:		You Charge
	6 Month	12 Month	
Plan Includes:	\$19.15	\$25	???
Emergency Towing Assistance Flat Tire Assistance Oil, Fluid and Water Delivery Fuel Delivery Service Battery Assistance Lock-Out Assistance Collision Assistance			

### Family Plan: All Cars & Drivers in Household

VIP FAMILY PLAN	Base Membership Fee:		You Charge
	6 Month	12 Month	
Plan Includes:	\$23.10	\$35	???
All of VIP Plan Benefits plus: Member, spouse, and all dependent children in all vehicles that your own or lease (12 month lease or longer).			

### Family Plan Plus: All Cars & Drivers in Household and Lots of Benefits

Similar to AAA, but cheaper!

VIP ALL ACCESS	Base Membership Fee:		You Charge
	6 Month	12 Month	
Plan Includes:	\$27.65	\$37.00	???
All of VIP Plan Benefits plus: Member, spouse, and all dependent children in all vehicles that you own or lease (12 month lease or longer). \$1,000 Emergency Travel Expense Reimbursement \$1,000 Vehicle Theft Reward Cruise America: RV Rental Savings Custom Trip Routing Driver's Valet (see brochure) Security Credit Card Registration Legal Defense Reimbursement Emergency Message Relay Road America Savings Connection			





**TRADERS ROADSIDE ASSISTANCE  
APPLICATION FORM**



Provided through:  
Innovative Auto Protection

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_

*Put NA if you don't have a website*

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Are you currently using a Roadside Assistance Program? ☐ Yes ☐ No

What states are you licensed to sell Motor Club? \_\_\_\_\_

Who are you currently using for your Roadside Assistance Program? \_\_\_\_\_

How many Roadside Assistance Plan do you sell a month? \_\_\_\_\_

What states do you plan to sell our Roadside Assistance in? \_\_\_\_\_

How many Personal Auto Policies do you have? \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Print, Sign/Date then FAX or Mail to Traders:**

**Fax: 816-817-1621**

**Mail: 8916 Troost Ave, Kansas City, MO 64131**



## **PRODUCER AGREEMENT**

### **Road America Motor Club Program**

**This Agreement**, dated below, is entered into by and between Brickell Financial Service Motor Club, Inc. dba Road America Motor Club, 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126, hereinafter referred to as “COMPANY”, and [REDACTED], hereinafter referred to as “PRODUCER”.

WHEREAS, COMPANY has a Road America Motor Club Program (“RA Program”) and PRODUCER desires to provide administrative assistance and market the Road America Motor Club Program while operating as an independent PRODUCER under the terms, covenants, and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and agreements of the parties hereto as hereinafter contained, IT IS AGREED AS FOLLOWS:

#### **I. COMPANY RESPONSIBILITIES**

- a. COMPANY will provide PRODUCER with RA Program forms, rate schedules, and miscellaneous marketing materials. All provided materials are the property of COMPANY and, upon request or termination, must be returned to COMPANY. Approved RA Program forms, rate schedules, and marketing materials are attached to this Agreement as Addendum I, and by this reference made a part of this Agreement.
- b. COMPANY will provide administration and secure insurance, if necessary for the RA Program.

#### **II. PRODUCER RESPONSIBILITIES**

- a. PRODUCER may not appoint sub-producers without the written approval of COMPANY.
- b. PRODUCER agrees to market the RA Program through its agency, and through such approved sub-producers, to individuals in those states approved by COMPANY.
- c. PRODUCER agrees to assist COMPANY to collect and remit all proceeds from the sale of RA Program to COMPANY by the tenth (10<sup>th</sup>) day of the month following such sales.
- d. PRODUCER agrees to abide by all State and Federal laws relating to the RA Program.
- e. PRODUCER shall be responsible for and shall pay all expenses of every kind in connection with the conduct and operation of its business and shall hold COMPANY harmless for any such expenses.

#### **III. TERM OF AGREEMENT**

The term of this Agreement shall commence as of the date set forth on the signature page hereof and shall continue for one year unless cancelled by either party.

#### **IV. TERMINATION WITHOUT CAUSE**

- a. This Agreement may be cancelled upon thirty (30) days notice by either party.
- b. Following the effective date of termination, PRODUCER will continue to receive full commission on those contracts sold and for which COMPANY has received full payment prior to the effective date of termination, provided that PRODUCER continues to service each account in the same manner and without interruption of such service as was provided prior to termination.

- c. All materials provided to PRODUCER by COMPANY shall be returned immediately upon notification of termination.

V. TERMINATION FOR CAUSE

- a. Termination must be in writing and shall be effective immediately upon receipt.
- b. Termination for cause shall, at the election of COMPANY, be invoked should PRODUCER violate any terms of this Agreement, in any way obstruct or interfere with the business of COMPANY, or be convicted of any felony in any jurisdiction.
- c. No compensation will be paid to PRODUCER for business processed after the date of termination.
- d. All materials provided to PRODUCER by COMPANY shall be returned immediately upon notification of termination.

VI. LIMIT OF AUTHORITY

- a. PRODUCER shall have no authority other than that expressly granted in this Agreement.
- b. PRODUCER is specifically not authorized to:
  - i. Extend the credit of COMPANY;
  - ii. Alter, waive or modify any terms, conditions or limitations of the RA Program; and
  - iii. Enter into an Agreement of any kind on behalf of COMPANY without the specific written permission of COMPANY.

VII. DISCONTINUANCE OF PROGRAM

COMPANY may discontinue or withdraw from PRODUCER, the RA Program upon thirty (30) days written notice. If such discontinuance or withdrawal is required by any State, Federal, or other legal authority, then COMPANY shall provide written notice of immediate discontinuance to PRODUCER.

VIII. NATURE OF RELATION

The parties intend that an independent PRODUCER relationship is created by this Agreement, and that nothing contained herein shall be construed to create a relationship of employer and employee.

IX. INDEMNIFICATION

- a. PRODUCER agrees and does hereby indemnify and hold COMPANY free and harmless from any and all claims, actions, demands, liabilities or costs (including attorney's fees) arising out of claims, whether well founded or not, whether in law or equity, that may be asserted by third parties, arising out of injuries caused by PRODUCER or its sub producers to the person or property of another. PRODUCER further agrees to indemnify and hold COMPANY harmless for any and all claims, actions or demands from or by any Federal, State or Local government agency for the non-licensing or improper licensing of PRODUCER or sub producers of PRODUCER.
- b. COMPANY agrees to indemnify and hold PRODUCER harmless from any actions, claims, judgments, costs (including attorney's fees) and expenses which may arise from COMPANY'S servicing and or administration of the RA Program.

X. PROHIBITION AGAINST ASSIGNMENT

PRODUCER may not assign this Agreement, any interest therein, nor any benefits accruing hereunder, without the prior written consent of COMPANY.

XI. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

IN WITNESS WHEREOF, the parties agree this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

COMPANY

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

PRODUCER

By: \_\_\_\_\_

Company:

\_\_\_\_\_, \_\_\_\_\_  
Signed:

Title:

**PRODUCER INFORMATION:**

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Federal ID Number or Social Security Number: \_\_\_\_\_

## **Addendum I**

### **PRODUCER RATE CHART**

#### **VIP Plan \$100 Benefit Limit**

<b><i>Membership Fee</i></b>	
<i>1 Year</i>	<i>6 Month</i>
<i>\$25.00</i>	<i>\$19.15</i>

#### **VIP Family Plan \$100 Benefit Limit**

<b><i>Membership Fee</i></b>	
<i>1 Year</i>	<i>6 Month</i>
<i>\$35.00</i>	<i>\$23.10</i>

#### **VIP All Access Plan \$100 Benefit Limit**

<b><i>Membership Fee</i></b>	
<i>1 Year</i>	<i>6 Month</i>
<i>\$37.00</i>	<i>\$27.65</i>

# Traders VIP Stand Alone Roadside Assistance Plan Mutual Confidentiality and Non-Circumvention Agreement

This Mutual Confidentiality and Non-Circumvention Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 2010 (the “**Effective Date**”), by and between \_\_\_\_\_ (AGENCY) and Traders General Agency, Inc.. (Traders). AGENCY and Traders are each referred to herein as a “party” and together as the “parties”.

## Recitals

A. AGENCY and Traders are considering entering into a business relationship and /or transaction with each other for a Stand Alone Roadside Assistance Plan by creating a contractual relationship between AGENCY and Road America that would otherwise not be possible without Traders relationship with Road America (the “**Proposed Transactions**”).

B. In connection with evaluating the Proposed Transaction, each of AGENCY and Traders has and will be furnishing the other with certain trade secrets, technical data, marketing data, and other proprietary and nonpublic information. As a condition to each of AGENCY and Traders furnishing such information to the other, each of the parties is requiring the other to agree to treat the Confidential Information (as defined below) confidentially and in all respects in accordance with this Agreement. For purposes hereof, the party disclosing its Confidential Information of the other party shall be referred to as the “**Disclosing Party**” and the party receiving the Confidential Information of the other party shall, together with such recipient party’s subsidiaries and affiliates, be referred to as the “**Receiving Party**”.

## Agreement

NOW THEREFORE, in consideration of the foregoing Recitals and of mutual promises and covenants set forth below, the parties agree as follow:

- Confidential Information. The term “**Confidential Information**” includes all documents, materials and other information, whether in oral, written or electronic form, concerning the Disclosing Party that are furnished by or on behalf of the Disclosing Party and identified by the Disclosing Party either orally or in writing as confidential to the Receiving Party at the time of disclosure, and includes, without limitation, all note, analyses, compilations, materials, products, product information, client or account names, pricing information, and studies or other documents or materials prepared by the Receiving Party and its agents and employees which contain or reflect all or any portion of the originally disclosed materials. Notwithstanding the foregoing, Confidential Information does not include information that: (i) was or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its agents or representatives to one or more unauthorized parties; or (ii) becomes available to the Receiving Party on a non confidential basis from an independent source without breach of any confidentiality obligations.
- Covenant of Confidentiality. The Receiving Party covenants and agrees to keep confidential all Confidential Information of the Disclosing Party confidential, with the same level of care accorded by the Receiving Party to its own proprietary information, and the Receiving Party further covenants and agrees not to disclose or otherwise convey any portion of such Confidential Information either within or outside the Receiving Party’s organization, except to those of the Receiving Party’s employees, accountants, attorneys, agents, representatives and advisers who need to know such information for the purpose of the Proposed Transaction (it being understood and agreed by the Receiving Party that such employees, agents, advisers and representatives shall be informed by the Receiving Party of the confidential nature of such information and the Receiving Party shall direct them to treat such information confidentially and to return such Confidential Information to the Receiving Party upon request in accordance with this Agreement). The Receiving Party further covenants and agrees to use the Confidential Information solely with respect to the Proposed Transaction and not to use the Confidential Information directly or indirectly for any other purpose, including, but not limited to contracting directly or indirectly with any companies or providers of product which AGENCY is currently doing business; provided that if any definitive agreement governing the Proposed Transaction (a “**Definitive Agreement**”) shall permit broader use of any of the confidential Information, the terms of such Definitive Agreement shall control. The obligations s under this Section 2 shall continue for three years from the date of disclosure of the particular information.
- Return of Materials. The Receiving Party will promptly (but in any event within ten (10) business days) after the written request of the Disclosing Party return to the Disclosing Party (or with the Disclosing Party’s permission, destroy) the Confidential Information (without retaining any copies thereof), together with any notes, discs, tapes and other writings and materials prepared by or on behalf to the Receiving Party based on Confidential Information.
- Confidentiality of the Proposed Transaction. The parties covenant and agree not to disclose to any person any terms or conditions, or the existence or status, of any Proposed Transaction except that disclosure of such information may be made when disclosure is required by law upon advice of legal counsel and except as may otherwise be permitted or required by any Definitive Agreement.
- Permitted Disclosures. Notwithstanding the foregoing provisions, if any court, governmental agency or regulatory body requires that the Receiving Party disclose any of the Confidential Information of the Disclosing Party, the Receiving Party may disclose to such governmental authority that portion of the Confidential Information which the Receiving Party’s legal counsel advises it in writing must be disclosed. The Receiving Party shall, however, furnish the Disclosing Party with prompt written notice of such requests or demands as far

in advance of such disclosure as reasonably practicable in order that the Disclosing Party may seek an appropriate protective order, and Receiving Party shall cooperate with the Disclosing Party in seeking such an order.

6. No Implied License. Neither this Agreement nor the disclosure of the Confidential Information shall be construed as a legally binding obligation of the parties to consummate any Proposed Transaction. No license or right is granted or implied in favor of either party with respect to any intellectual property rights of the other party.

7. Covenant of non-circumvention. AGENCY will not, in any manner, solicit, contract with, submit, nor accept any business in any manner from sources offering similar or like products as offer via the Proposed Transactions without the express written permission of Traders, unless AGENCY is already contracted with said sources prior to the disclosure or introduction. Because both Parties acknowledge that a significant value of the consideration for Traders in conducting business with AGENCY is the exclusivity of being the sole stand alone roadside benefit program offered in the AGENCY. If this agreement is terminated by AGENCY, this clause shall survive termination of this agreement for one (1) year.

8. Remedies. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the necessity or posting bond. Such remedies shall not be deemed to be the exclusive remedy for breach or this Agreement, but shall be in addition to all other remedies that may be available at law or equity, Each party agrees to be fully responsible to the other party for, and indemnify such other party against, any damage or harm (including without limitation the legal fees and other costs incurred in enforcing such other party's rights hereunder) caused to such other party by any breach of this Agreement by itself, its employees, advisers, representatives or agents.

9. Waivers. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. In the event any provision of this Agreement is held to be unenforceable or contrary to law then the Agreement shall be interpreted, to the extent possible, without such provision.

11. Term Termination. This Agreement shall commence as of the date this Agreement is signed and will continue thereafter for a period of three (3) years (the "Initial Term"), unless terminated sooner pursuant to the terms of this Agreement. After the initial term of this agreement, it shall automatically renew subsequent for one year terms, until terminated by either party pursuant to this agreement. Either party may terminate this agreement with 120 day advance written notice to the other party sent certified mail to the last know business address. This Agreement shall terminate immediately upon the termination of the agreement between Road America and Traders

12. Entire Agreement; Amendments. This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. No modification or waiver of this Agreement or any provision hereof, nor consent to any departure therefrom shall in any event be effective, irrespective of any course of dealing between the parties, unless the same shall be in a writing executed by duly authorized officers of the party whose rights are being waived, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same Agreement.

14. Governing Law. This Agreement shall be subject to and governed by the internal laws of the State of Missouri, without giving effect to conflicts of law principles.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

AGENCY

Traders General Agency, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_