



## Electronic Signature Agreement

By your execution and delivery of this agreement in favor of IPFS Corporation ("IPFS" or "us"), for itself and / or its affiliates engaged in the premium finance business, you will be authorized, subject to the terms of this agreement, to enter premium finance agreements ("PFAs") with us electronically by using our website at [www.ipfs.com](http://www.ipfs.com).

By signing this agreement, you agree with us as follows:

- Electronic signatures (including your signature) and electronic records may be used in the formation of PFAs you submit to us.
- We will furnish you with a master user identification and you will select a password, you then have the ability to establish user identifications and passwords for your staff on the website (together, these are the "Access Codes"). You will keep the Access Codes confidential and will disclose them only to your employees who are authorized by you to act and enter into a PFA on your behalf and to submit a PFA to us.
- The then current form of PFA that is available on our website together with the specific information applicable to the insured and the insured's policy or policies being financed (the "Insured's Information") that you provide, will constitute the PFA between us and the insured. Each time you submit a PFA to us, you represent and agree that the Insured's Information is complete and accurate in all respects and that you are duly licensed and authorized to conduct business as an insurance agent or broker in the jurisdiction applicable to the insured and /or the insured's policy(ies). Each time you submit a PFA under this agreement that does not contain the insured's actual signature (in those states as our website may permit from time to time), you also represent, warrant and agree that (i) the insured has validly and irrevocably appointed you as agent and attorney-in-fact with express authority to enter into the PFA with us on behalf of the insured, in the manner as required by applicable law; (ii) you are expressly authorized by the insured to use an electronic signature and an electronic record in the formation of the PFA; (iii) you are entering into the PFA on behalf of the insured; and (iv) the insured is bound by the terms and conditions of the PFA in all respects.
- You agree that use of your Access Codes constitute your signature for all purposes and are the equivalent of your or your representative's manual signature. You understand and agree that your Access Codes are the means by which electronic submissions will be attributed to you and that preventing their unauthorized use is essential in maintaining the integrity of the process by which our electronic contracts are formed. You understand and agree that you are solely responsible for the security, distribution and use of the Access Codes, and you will notify us promptly of any disclosure to, or use by, unauthorized persons of your Access Codes.
- You will provide each insured with a printed copy of the PFA as signed by the insured or by you or your representative on behalf of the insured. You will not modify the form of the PFA without our written consent. Upon receipt of a PFA acceptable to us, we will notify the insured of our acceptance of the PFA by delivering written notice to the insured, and the PFA will become effective when we do so.
- You will indemnify and hold us harmless from any and all claims, suits, judgments, damages, costs, liabilities, losses or expenses, including attorneys' fees, incurred by us as a result of any misrepresentation or breach of any obligation or covenant made by you in this agreement, including any claim relating to your authority to bind the insured and any claim arising out of the unauthorized distribution, disclosure or use of your Access Codes or your submission of incorrect or unauthorized Insured Information, and any other expense, including attorneys' fees, incurred by us in enforcing this agreement.



# INDEPENDENT INNOVATIVE SERVICE FLEXIBILITY TECHNOLOGY

- We may terminate this agreement at any time by giving notice of termination to you. Notwithstanding any termination, this agreement will continue to apply to any PFA accepted by us prior to such termination, and such termination will not affect any right or remedy available to us for any misrepresentation or breach occurring prior to such termination.
- You agree that we may create or change features or procedures at any time to secure, protect, authenticate or verify electronic signatures or electronic records.
- The representations, warranties and obligations in this agreement (including any addendum entered into in connection herewith, as applicable) will apply to each PFA that you submit to us.

If you agree with the terms of this agreement (and the attached Transmit Addendum as applicable, which if applicable forms a part of this agreement in all respects), please sign below and fax, mail or e-mail it to your local branch.

Sincerely yours,  
IPFS Corporation

The undersigned agrees to the foregoing as of this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Agency \_\_\_\_\_

By \_\_\_\_\_

PrintName: \_\_\_\_\_

Title: \_\_\_\_\_