



Please Accept my appointment Package together with:

- Signed Agreement(s)
- Copy of Insurance Agent or Broker License
- Copy of Insurance Bond
- EFT Form (Attach a Void Trust Check)
- Copy of ID (CDL) for owners/agency principals
- W-9 Tax Form
- Proof of Insurance



Marketing Manager: _____

Referral Code:

TOP PREMIUM FINANCE APPLICATION

The following financial information will be held in strict confidence by TOP PREMIUM FINANCE COMPANY, A Division of Premier America Credit Union ("TOP"), and will be used only for the purpose of determining the credit worthiness of the applicant. The information contained herein will be used only by entities employed by TOP to complete the credit review.

NOTICE: The normal procedure used by TOP to evaluate applications for draft issuance authority may include obtaining an investigative consumer and credit report involving information on such things as character, general reputation, personal characteristics and mode of living. Information on the nature and scope of such a report, if one is made, will be given to you upon request.

Date : 04/09/2012

APPLICANT INFORMATION:

Company Name : TATA Ins Corporation Sole Proprietor Partnership

Street Address : 12 WestView

City : Calcutta

Zip Code :234234

FAX Number : (234)234-2342

Federal Tax I.D. Number : 23-4324234

Lines of Business Offered

Comm. Lib, D&O, HOA, Truck Other: Health

State : California

Phone Number : (324)324-3243

Email : sdfdsf@sdfdsf.com

E & O Carrier : sdfdsfdf

I would like all my

notices E-mailed to : sdfdsf@sdfdsf.com

OFFICERS/OWNERS

1. Name : Arun Kumar

Home Address : 27/42 New Gate

City, State, Zip : Deno, California 234234

SSN : 234-23-4324 DOB : 03/22/1987

2. Name : Deepak Singh

Home Address : 14 New Market Road

City, State, Zip : Bombay, California 345353

SSN : 234-32-43244 DOB : 05/22/1977

3. Name : Reema Gupta

Home Address : 24 New Gate Office

City, State, Zip : New Delhi, California 324324

SSN : 234-32-4234 DOB : 04/22/1988

BANK REFERENCE:

Name : HDFC

Address : 223 MG Road

Bank Contact Name : Kamal Yadav

Account Number :234234234234

Phone Number : (345)345-3453

BROKER AGREEMENT

This BROKER Agreement ("Agreement") is made between Top Premium Finance, a division of Premier America Credit Union ("TOP") and TATA Ins ("BROKER") as of 04/09/2012 (the "Effective Date"). TOP and BROKER may collectively be referred to as "parties" and individually as "party".

INTRODUCTION

WHEREAS, BROKER is in the business of procuring insurance policies for individuals and entities (each an "Insured" and collectively the "Insureds");

WHEREAS, TOP is in the business of providing insurance premium financing services to Insureds (the "Premium Financing Services");

WHEREAS, TOP wishes to authorize BROKER to offer the Insureds the Premium Financing Services on behalf of TOP, and BROKER wishes to offer the Insureds the Premium Financing Services on behalf of TOP; and

WHEREAS, BROKER and TOP have agreed to enter into this Agreement to set forth the terms and conditions relative to BROKER's offering the Premium Financing Services on behalf of TOP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, BROKER and TOP agree as follows

AGREEMENT

1. Authorization. TOP hereby authorizes BROKER to offer the Premium Financing Services to Insureds in the State of California on a non-exclusive basis as of the Effective Date, and BROKER hereby accepts such appointment, upon the terms and conditions set forth below.

2. Procedures for Insurance Policies. BROKER will comply with the following procedures with respect to all insurance policies for which it offers the Premium Financing Services (each a "Financed Policy" and together the "Financed Policies"):

2.1 General Procedures.

(a) Eligibility. BROKER will offer the Premium Financing Services only with respect to policies written with insurance companies with a "B+" A.M. Best rating or better, subject to TOP's discretion. Notwithstanding the foregoing or anything set forth herein to the contrary, TOP shall have the right in its sole discretion to decline to provide Premium Financing Services with respect to any Financed Policy.

(b) Permitted Financed Policies. BROKER may offer the Premium Financing Services for personal property and casualty insurance premiums for personal insurance policies (the "Personal Financed Policies") and commercial insurance policies (the "Commercial Financed Policies"). In no event will BROKER offer the Premium Financing Services with respect to any workers' compensation insurance policies, auditable or reporting form policies, retrospective rating policies, payroll policies, or minimum earned premium policies (unless sufficient down payment is received as determined by TOP in its sole discretion).

(c) Rules and Regulations. In addition to the obligations set forth in this Agreement, BROKER will at all times during the term of this Agreement comply with (i) all state and federal laws and regulations applicable to the Premium Financing Services and Financed Policies and (ii) all of TOP's Rules and Regulations. The Rules and Regulations may be changed from time to time by TOP. It is the obligation of BROKER to regularly monitor state and federal laws for any changes applicable to the Premium Finance Services and Financed Policies.

(d) If a Financed Policy is flat cancelled or the Insured fails to make the first installment payment to TOP, BROKER will not earn a Producer Fee (a "Producer Fee" is the fee paid to the BROKER for arranging premium financing with TOP, if allowed by law and if negotiated by BROKER.) If the Producer Fee has been paid, BROKER shall refund the Producer Fee within 30 days of written request by TOP. If repayment is not received within the 30 days, the repayment amount shall accrue interest at 10% per annum or the highest applicable legal rate.

(e) Any and all changes, modifications, or endorsements (collectively "Endorsements") to a Policy shall be reported to TOP within 72 hours. BROKER shall collect from the Insured all required additional premium necessary to pay the Endorsement in full or, if financed, to pay the required down payment. BROKER shall be liable for any damages, losses, and costs incurred by TOP as a result of BROKER's failure to notify TOP of a change in the Policy or to obtain the required Endorsement premium or down payment.

(f) In the event of a Policy cancellation, BROKER shall return all unearned premium and unearned commissions in its possession immediately to TOP. TOP may apply the Producer Fee to offset any unearned commission or any other monies due TOP, which are not returned within 30 days.

(g) In order to comply with the "Know Your Customer" requirements of the Patriot Act, BROKER shall implement a Customer

Identification Program and perform due diligence checks on its customers seeking premium financing. In furtherance of the "Know Your Customer" requirements, BROKER shall provide TOP with the names and personal identification/social security numbers for all individual customers or sole proprietors and Federal Employment Identification Numbers for all corporate customers. The information provided shall be subject to verification by TOP. Additionally, TOP may conduct random audits to verify identification information is being obtained and validated.

2.2 Specific Procedures for Commercial Insurance Policies. BROKER will adhere to the following procedures with respect to Commercial Financed Policies:

(a) BROKER will submit a percentage of the down payment as determined by TOP to the Approved Carrier/General Agent on the premium payable for the Commercial Financed Policy, net of BROKER's commission, together with the applicable application for the Commercial Financed Policy. The down payment shall be submitted to the Approved Carriers/General Agent within 72 hours of binding.

(b) BROKER and Insured will fully and accurately complete and execute the Finance Agreement for the applicable Commercial Financed Policy and submit it by fax or mail to TOP together with all other documentation and information that TOP may request in its sole discretion, within 72 hours of binding.

(c) Upon receipt of confirmation that Approved Carrier/General Agent has accepted the application for the Commercial Financed Policy, and upon satisfaction of all other conditions as may be required by TOP in its sole discretion, TOP will fund the financed premium directly to the Approved Carrier/General Agent.

(d) Any Commercial Financed Policy over \$50,000 must be personally guaranteed by the Insured or if the Insured is a corporation or limited liability company, by an officer or controlling shareholder.

3. Representations and Warranties. BROKER represents and warrants to TOP as follows:

3.1 Authority.

(a) BROKER has full legal right, power and authority to enter into and perform its obligations under this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by BROKER;

(c) No consent, approval, authorization, or order of any securities or insurance regulatory agency or self-regulatory organization is required, except as may have already been obtained by BROKER in order to perform the services to be performed by it and

(d) The due performance of BROKER's obligations hereunder does not violate or conflict with any agreement, lease, arrangement, or other understanding, whether oral or written, to which BROKER is a party or any order or decree by which BROKER is bound.

3.2 Licensing. BROKER is a duly licensed insurance BROKER or producer under the laws and regulations of the state in which BROKER operates and shall remain so licensed at all times during the term of this Agreement. BROKER will provide a copy of all applicable licenses and permits to TOP on an annual basis or more frequently if so requested by TOP.

3.3 Accuracy of Information. BROKER understands and agrees that in permitting BROKER to offer the Premium Financing Services, TOP is relying on all representations, warranties, and covenants made by BROKER herein, by BROKER and the Insured in the Finance Agreement and in any document or other instrument delivered by BROKER or Insured to TOP. BROKER further agrees that regardless of any investigation made by TOP, all of such representations, warranties and covenants:

(a) will survive the extension of the Premium Financing Services and delivery to TOP of each Finance Agreement and such other documents and instruments,

(b) shall be continuing in nature,

(c) shall be deemed made and redated by BROKER at the time of its submission of each and every Finance Agreement, and

(d) shall remain in full force and effect until such time as all amounts owed TOP from BROKER and/or any Insured shall be paid in full, or until this Agreement shall be terminated in the manner provided below, whichever is the last to occur.

3.4 Insurance. BROKER carries and at all times during the term of this Agreement will carry errors and omissions insurance having a liability limit of no less than One Million Dollars (\$1,000,000) and a deductible amount not exceeding Ten Thousand Dollars (\$10,000) with an insurer rated at least "A" rated by A.M. Best's. BROKER has provided copies of such insurance to TOP prior to executing this agreement and will provide evidence of such coverage to TOP annually (or more frequently at the request of TOP).

3.5 Power of Attorney. With respect to any Finance Agreement that BROKER has executed on behalf of an Insured, BROKER represents and warrants that BROKER has received a power of attorney executed by such Insured that is valid and enforceable under the laws of the state of such Insured's domicile, and that such power of attorney has not been revoked by such Insured. BROKER will provide copies of all of such powers of attorney to TOP immediately upon TOP's request and at BROKER's sole expense.

3.6 Accuracy of Information. All documents and other papers delivered by or on behalf of BROKER and any Insured in connection with this Agreement are true, complete, accurate and authentic. The information furnished by or on behalf of BROKER to TOP in connection with this Agreement does not contain any untrue statement of a material fact and does not omit to state a material fact

required to be stated therein or necessary to make the statements made, in the context in which made, not false or misleading. There is no fact which BROKER has not disclosed to TOP in writing which could be reasonably expected to have an adverse effect on the ability of BROKER to perform its obligations under this Agreement or which could be reasonably expected to have an adverse effect on BROKER's condition, financial or otherwise.

4. Covenants. During the term of this Agreement, BROKER hereby covenants and agrees as follows:

4.1 Financed Policies. BROKER will monitor all Financed Policies regularly and immediately notify TOP of any and all changes to such Financed Policies, including without limitation changes in premium amounts.

4.2 Payments. In the event BROKER receives payment for any amounts due TOP, BROKER will hold such payment(s) in trust for the benefit of TOP and deliver the same immediately to TOP.

4.3 Disclosure of Producer Fee. BROKER shall only charge a Producer Fee if allowed by applicable law. BROKER shall make all required disclosures to the Insured of the Producer Fee as required by applicable law.

4.4 Record Retention. BROKER will maintain complete and accurate records and accounts of all Financed Policies, Insureds, and Finance Agreements during the term of this Agreement and for a period of five (5) years thereafter. Upon reasonable advance notice to BROKER, TOP may inspect all of such records at any time during the term of this Agreement.

4.5 Further Assurances. The parties hereto each agree to execute such other documents or agreements as may be necessary or desirable for the implementation of this Agreement and the transactions contemplated hereby.

5. Term; Termination.

5.1 Term. The term of this Agreement shall commence on the Effective Date and continue until terminated by either party in accordance with this Section 5.

5.2 Termination. This Agreement may be terminated immediately by either party upon written notice to the other party. Upon termination, BROKER shall comply with all obligations required under this Agreement concerning any outstanding and active Financed Policies and shall take all steps required under this Agreement to protect TOP's security interest in the unearned premiums, including but not limited to, the immediate return of all unearned premiums and unearned commissions to TOP, requiring paid-in-full Endorsements, and notifying TOP of any changes to the Financed Policies.

6. Indemnification.

6.1 BROKER shall indemnify, defend and hold harmless TOP, its directors, officers, employees, affiliates and subsidiaries (collectively, "TOP Indemnitees") against any losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and expenses) arising from or relating to:

(i) a breach of any provision, representation, warranty or covenant of this Agreement by BROKER, including without limitation Section 4.1;

(ii) a breach of any provision of a Finance Agreement by the applicable Insured and/or BROKER;

(iii) the negligence, bad faith, recklessness, or intentional misconduct of BROKER, agents, employees, affiliates or subsidiaries in connection with the Premium Finance Services or this Agreement; and

(iv) a violation of any state or federal law or regulation or other law applicable to the Premium Financing Services or this Agreement by BROKER, its agents, employees, affiliates or subsidiaries. Notwithstanding the foregoing, BROKER shall not be required to indemnify any TOP Indemnitee for any such losses, claims, damages, liabilities or expenses to the extent caused by or arising from the negligence, bad faith or willful misconduct of any TOP Indemnitee.

6.2 Any amount owing to a TOP Indemnitee pursuant to this Section 6 shall be paid to such TOP Indemnitee on a dollar-for-dollar basis in the following order until satisfied: (a) first, by offsetting any other amount owed by TOP to BROKER and (b) second, if necessary, by payment from BROKER to TOP.

7. Miscellaneous

7.1 Relationship. This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor

of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever. BROKER acknowledges that it is not an agent of TOP, and in no event shall TOP be legally bound by anything BROKER represents to any Insured, either in writing or orally.

7.2 Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given, made, and received only when personally delivered or delivered by Federal Express or other nationally recognized courier service, or two (2) days after having

been deposited in the United States mail, certified mail, postage prepaid, return receipt requested (except when such notice is a termination notice, in which event any two (2) of the delivery methods described above must be used), addressed as set forth below:

If to TOP: Top Premium Finance Company,
A Division of Premier America Credit Union
19867 Prairie Street
Chatsworth, CA 91311
Attention: Melina A. Khachoo

If to BROKER: TATA Ins
12 WestView
Calcutta, California 234234
Attention: Arun Kumar

7.3 Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by an authorized representative of each party hereto.

7.4 Governing Law and Jurisdiction. This Agreement is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. BROKER agrees to submit to the personal jurisdiction of the courts of the State of California.

7.5 Headings. The headings herein are for convenience only; they form no part of this Agreement and shall not be given any substantive or interpretive effect whatsoever.

7.6 Attorneys' Fees. The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.

7.7 Arbitration. Any controversy (whether on an individual or class action basis) regarding any provision of this Agreement, any Exhibit, or Addendum hereto, shall be submitted to binding arbitration in accordance with the then existing rules of the American Arbitration Association. Any award made by the American Arbitration Association may be enforced as a final judgment in any court of competent jurisdiction. The site for said arbitration shall be Los Angeles County, California.

7.8 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable during the term hereof, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

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

BROKER SIGNATURE: _____

By: _____ **Date:** _____
Officer or Principal Name, Title

TOP PREMIUM FINANCE COMPANY
A Division of Premier America Credit Union

Melina A. Khachoo, Operations Manager



PERSONAL LINES BROKER AGREEMENT

This PERSONAL LINES BROKER Agreement ("Agreement") is made between Top Premium Finance, a division of Premier America Credit Union ("TOP") and TATA Ins ("BROKER") as of 04/09/2012 (the "Effective Date"). TOP and BROKER may collectively be referred to as "parties" and individually as "party".

INTRODUCTION

WHEREAS, BROKER is in the business of procuring insurance policies for individuals and entities (each an "Insured" and collectively the "Insureds");

WHEREAS, TOP is in the business of providing insurance premium financing services to Insureds (the "Premium Financing Services");

WHEREAS, TOP wishes to authorize BROKER to offer the Insureds the Premium Financing Services on behalf of TOP, and BROKER wishes to offer the Insureds the Premium Financing Services on behalf of TOP; and

WHEREAS, BROKER and TOP have agreed to enter into this Agreement to set forth the terms and conditions relative to BROKER's offering the Premium Financing Services on behalf of TOP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, BROKER and TOP agree as follows.

AGREEMENT

1. Authorization. TOP hereby authorizes BROKER to offer the Premium Financing Services to Insureds in the State of California on a non-exclusive basis as of the Effective Date, and BROKER hereby accepts such appointment, upon the terms and conditions set forth below.

2. Procedures for Insurance Policies. BROKER will follow the following procedures with respect to all insurance policies for which it offers the Premium Financing Services (each a "Financed Policy" and together the "Financed Policies"):

3. Specific Procedures for Personal Insurance Policies. BROKER will follow the following procedures with respect to Personal Financed Policies:

3.1 Premium Finance Agreements. If an Insured desires to obtain the Premium Financing Services, BROKER and such Insured will fully and accurately complete and execute TOP's standard premium finance agreement (the "Finance Agreement"), a form of which has been or will be provided to BROKER. BROKER agrees and acknowledges that it has no authority to modify, waive, or amend any provision of the Finance Agreement without TOP's prior written consent, which may be withheld in TOP's sole discretion.

3.2 Drafts. BROKER acknowledges and agrees that it will be provided with ten (10) blank drafts payable on a TOP account in connection with the Premium Finance Services (the "Drafts"). Drafts are to be made out in the amount of the premiums for each Personal Financed Policy and shall be payable to the applicable insurance carrier. No Drafts shall be issued payable to BROKER or any third party other than those approved insurers, general agents, managing general agents, and/or surplus lines brokers approved by TOP in writing in advance. In addition, BROKER acknowledges and agrees as follows:

(a) Drafts are to be used solely to fund Personal Financed Policies which (A) have premiums that are determined in advance and (B) are in full force and effect. In no event shall BROKER use Drafts to fund Commercial Financed Policies unless TOP has agreed otherwise in writing.

(b) No Draft may exceed the amount of Five Thousand Dollars (\$5,000.00).

(c) Drafts must be filled in completely and issued in numerical sequence. All voided Drafts must be mailed to TOP immediately as of the day they are voided.

(d) BROKER agrees to return all unused Drafts immediately upon the earlier to occur of (A) the request of TOP or (B) upon the termination of this Agreement.

3.3 BROKER will mail or fax a copy of the completed and executed Finance Agreement, together with a copy of the completed Draft, to TOP at the address specified in Section 8.2 within 72 hours of the earliest effective date of any policy listed in the Finance Agreement. BROKER shall be liable for any loss and/or expenses TOP incurs arising out of BROKER's failure to comply with the provisions of this Section, including without limitation any loss and/or expenses due to TOP's inability to timely issue billings and/or notices to the Insured.

3.4 If a Personal Financed Policy for which a Draft was issued by BROKER cancels for any reason, BROKER will immediately return all return unearned premiums and unearned commissions to TOP.

4. Representations and Warranties. BROKER represents and warrants to TOP as follows

4.1 Authority.

(a) BROKER has full legal right, power and authority to enter into and perform its obligations under this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by BROKER;

(c) No consent, approval, authorization, or order of any securities or insurance regulatory agency or self-regulatory organization is required, except as may have already been obtained by BROKER in order to perform the services to be performed by it hereunder; and

(d) The due performance of BROKER's obligations hereunder does not violate or conflict with any agreement, lease, arrangement, or other understanding, whether oral or written, to which BROKER is a party or any order or decree by which BROKER is bound.

4.2 Licensing. BROKER is a duly licensed insurance BROKER or producer under the laws and regulations of the state in which BROKER operates and shall remain so licensed at all times during the term of this Agreement. BROKER will provide a copy of all applicable licenses and permits to TOP on an annual basis or more frequently if so requested by TOP.

4.3 Accuracy of Information. BROKER understands and agrees that in permitting BROKER to offer the Premium Financing Services, TOP is relying on all representations, warranties, and covenants made by BROKER herein, by BROKER and the Insured in the Finance Agreement and in any document or other instrument delivered by BROKER or Insured to TOP. BROKER further agrees that regardless of any investigation made by TOP, all of such representations, warranties and covenants: (a) will survive the extension of the Premium Financing Services and delivery to TOP of each Finance Agreement and such other documents and instruments, (b) shall be continuing in nature, (c) shall be deemed made and redated by BROKER at the time of its submission of each and every Finance Agreement, and (d) shall remain in full force and effect until such time as all amounts owed TOP from BROKER and/or any Insured shall be paid in full, or until this Agreement shall be terminated in the manner provided below, whichever is the last to occur.

4.4 Insurance. BROKER carries and at all times during the term of this Agreement will carry errors and omissions insurance having a liability limit of no less than One Million Dollars (\$1,000,000) and a deductible amount not exceeding Ten Thousand Dollars (\$10,000) with an insurer rated at least "A" rated by A.M. Best's. BROKER has provided copies of such insurance to TOP prior to executing this agreement and will provide evidence of such coverage to TOP annually (or more frequently at the request of TOP).

4.5 Power of Attorney. With respect to any Finance Agreement that BROKER has executed on behalf of an Insured, BROKER represents and warrants that BROKER has received a power of attorney executed by such Insured that is valid and enforceable under the laws of the state of such Insured's domicile, and that such power of attorney has not been revoked by such Insured. BROKER will provide copies of all of such powers of attorney to TOP immediately upon TOP's request and at BROKER's sole expense.

4.6 Accuracy of Information. All documents and other papers delivered by or on behalf of BROKER and any Insured in connection with this Agreement are true, complete, accurate and authentic. The information furnished by or on behalf of BROKER to TOP in connection with this Agreement does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements made, in the context in which made, not false or misleading. There is no fact which BROKER has not disclosed to TOP in writing which could be reasonably expected to have an adverse effect on the ability of BROKER to perform its obligations under this Agreement or which could be reasonably expected to have an adverse effect on BROKER's condition, financial or otherwise.

5. Covenants. During the term of this Agreement, BROKER hereby covenants and agrees as follows:

5.1 Financed Policies. BROKER will monitor all Financed Policies regularly and immediately notify TOP of any and all changes to such Financed Policies, including without limitation changes in premium amounts.

5.2 Payments. In the event BROKER receives payment for any amounts due TOP, BROKER will hold such payment(s) in trust for the benefit of TOP and deliver the same immediately to TOP.

5.3 Disclosure of Producer Fee. BROKER shall only charge a Producer Fee if allowed by applicable law. BROKER shall make all required disclosures to the Insured of the Producer Fee as required by applicable law.

5.4 Record Retention. BROKER will maintain complete and accurate records and accounts of all Financed Policies, Insureds, and Finance Agreements during the term of this Agreement and for a period of five (5) years thereafter. Upon reasonable advance notice to BROKER, TOP may inspect all of such records at any time during the term of this Agreement.

5.5 Further Assurances. The parties hereto each agree to execute such other documents or agreements as may be necessary or desirable for the implementation of this Agreement and the transactions contemplated hereby.

6. Term; Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and continue until terminated by either party in accordance with this Section 6.

6.2 Termination. This Agreement may be terminated immediately by either party upon written notice to the other party. Upon termination, BROKER shall comply will all obligations required under this Agreement concerning any outstanding and active Financed Policies and shall take all steps required under this Agreement to protect TOP's security interest in the unearned premiums, including but not limited to, the immediate return of all unearned premiums and unearned commissions to TOP, requiring paid-in-full Endorsements, and notifying TOP of any changes to the Financed Policies.

7. Indemnification.

7.1 BROKER shall indemnify, defend and hold harmless TOP, its directors, officers, employees, affiliates and subsidiaries (collectively, "TOP Indemnitees") against any losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and expenses) arising from or relating to: (i) a breach of any provision, representation, warranty or covenant of this Agreement by BROKER, including without limitation Section 4.1; (ii) a breach of any provision of a Finance Agreement by the applicable Insured and/or BROKER; (iii) the negligence, bad faith, recklessness, or intentional misconduct of BROKER, agents, employees, affiliates or subsidiaries in connection with the Premium Finance Services or this Agreement; and (iv) a violation of any state or federal law or regulation or other law applicable to the Premium Financing Services or this Agreement by BROKER, its agents, employees, affiliates or subsidiaries. Notwithstanding the foregoing, BROKER shall not be required to indemnify any TOP Indemnitee for any such losses, claims, damages, liabilities or expenses to the extent caused by or arising from the negligence, bad faith or willful misconduct of any TOP Indemnitee.

7.2 Any amount owing to a TOP Indemnitee pursuant to this Section 7 shall be paid to such TOP Indemnitee on a dollar-for-dollar basis in the following order until satisfied: (a) first, by offsetting any other amount owed by TOP to BROKER and (b) second, if necessary, by payment from BROKER to TOP.

8. Miscellaneous.

8.1 Relationship. This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever. BROKER acknowledges that it is not an agent of TOP, and in no event shall TOP be legally bound by anything BROKER represents to any Insured, either in writing or orally.

8.2 Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given, made, and received only when personally delivered or delivered by Federal Express or other nationally recognized courier service, or two (2) days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested (except when such notice is a termination notice, in which event any two (2) of the delivery methods described above must be used), addressed as set forth below:

If to TOP: Top Premium Finance Company,
A Division of Premier America Credit Union
19867 Prairie Street
Chatsworth, CA 91311
Attention: Melina A. Khachoo

If to BROKER: TATA Ins
12 WestView
Calcutta, California 234234
Attention: Arun Kumar

8.3 Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by an authorized representative of each party hereto.

8.4 Governing Law and Jurisdiction. This Agreement is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. BROKER agrees to submit to the personal jurisdiction of the courts of the State of California.

8.5 Headings. The headings herein are for convenience only; they form no part of this Agreement and shall not be given any substantive or interpretive effect whatsoever.

8.6 Attorneys' Fees. The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.

8.7 Arbitration. Any controversy (whether on an individual or class action basis) regarding any provision of this Agreement, any Exhibit, or Addendum hereto, shall be submitted to binding arbitration in accordance with the then existing rules of the American Arbitration Association. Any award made by the American Arbitration Association may be enforced as a final judgment in any court of competent jurisdiction.

The site for said arbitration shall be Los Angeles County, California.

8.8 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable during the term hereof, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

IN WITNESS WHEREOF, the parties have executed this BROKER Agreement as of the date first above written.

BROKER SIGNATURE: _____

By: _____ **Date:** _____
Officer or Principal Name & Title

TOP:

Top Premium Finance Company,
A Division of Premier America Credit Union

By: _____ **Date:** _____

Melina Khachoo, Operations Manager

AUTHORIZED DRAFT SIGNATURES

AUTHORIZED SIGNATURE TITLE

AUTHORIZED SIGNATURE TITLE

AUTHORIZED SIGNATURE TITLE

AUTHORIZED SIGNATURE TITLE

AUTHORIZED SIGNATURE TITLE

I certify that the information provided herein is true, complete, and correct to the best of my knowledge and belief. Furthermore, I authorize TOP or any of its subsidiaries or affiliates to obtain an investigative consumer and/or credit report in order to evaluate this application.

Name (typed or printed)

(Signature)



BROKER'S FEE FINANCE AGREEMENT

This BROKER'S FEE FINANCE AGREEMENT (hereinafter "Agreement") is made and entered into 04/09/2012 by and between TOP PREMIUM FINANCE COMPANY, A Division of Premier America Credit Union, (hereinafter "TOP"), and TATA Ins (hereinafter "BROKER"). TOP and BROKER may collectively be referred to as "parties" and individually as "party".

INTRODUCTION

WHEREAS, TOP is a premium finance company, duly authorized to conduct business in the States of **California and Texas**;

WHEREAS, BROKER is a California and/or Texas licensed insurance broker; and

WHEREAS, BROKER desires that TOP finance a certain percentage of the Broker's Fee and TOP agrees to finance a certain percentage of the Broker's Fee subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, and the covenants, conditions, representations, and warranties contained herein, the parties agree as follows:

AGREEMENT

1 DEFENITIONS:

- 1.1 Broker's Fee(s): A fee charged by the BROKER to the insured for finding and procuring insurance.
- 1.2 Financed Broker's Fee: A Broker's Fee that is advanced by TOP, at TOP's sole and absolute discretion, to Broker and included on the Premium Finance Agreement ("PFA") as a financed item.
- 1.3 Reserve Account: An account in which a portion of the Financed Broker's Fee will be held as security for payment of the Financed Broker Fee in case of cancellation by the insured/borrower.
- 1.4 Charge-Backs: The pro-rated portion of the Financed Broker's Fee calculated from the cancellation effective date of the policy/policies through the intended expiration date of the policy/policies listed on the PFA.
- 1.5 Loan: The amount financed by TOP on behalf of the insured/borrower to pay the insurance premium and Financed Broker Fee pursuant to the terms of the PFA.

2. TOP'S SERVICE FEE

In exchange for TOP's services as herein stated, BROKER agrees to pay and TOP shall retain 5% of the Financed Broker's Fees as a non-refundable, fully earned service fee (the "Service Fee").

3. FINANCING BROKER'S FEES

The parties agree as follows:

- 3.1 TOP shall have the sole and absolute discretion to finance Broker's Fees and reserves the right to reject any request by BROKER to finance Broker's Fees on a case-by-case basis.
- 3.2 The amount of the Financed Broker's Fee shall be limited to 50% of the first \$1,000.00, and 10% of any amount above \$1,000, subject to TOP's sole and absolute discretion to modify the Financed Broker's Fee amount on a case-by-case basis.
- 3.3 TOP shall pay a percentage of the Financed Broker's Fee to BROKER in monthly statements over the term of the PFA within ten (10) business days after the close of each monthly cycle.
- 3.4 TOP shall retain in a Reserve Account the remaining portion of the Financed Broker's Fee. At the discretion of TOP, the funds from a Reserve Account may be deposited into United States government bonds, treasury certificates, certificates of deposit, municipal bonds, and/or other sound investments. TOP will solely retain any and all interest, profits and proceeds generated from the aforementioned investments.
- 3.5 TOP reserves the right to unilaterally, at its sole discretion, increase the amount of the Reserve Account.

3.6 In the event of a cancellation of the insurance policy or PFA, BROKER authorizes TOP to retain Charge-Backs on the Loan(s) from the Reserve Account. TOP may retain the Charge-Backs for any outstanding Loan(s) where funds are due for Financed Broker Fees attributable to Broker. Additionally, TOP may apply Reserve Account funds against any unpaid unearned commissions or other monies due by Broker to TOP for any Loan(s). Subject to the terms and conditions contained in this Agreement, TOP shall pay the remaining balance in the Reserve Account to BROKER within sixty (60) calendar days after BROKER or TOP provides written notice of termination of this Agreement and all loans have matured and no further Charge-Backs, fees and/or charges are due TOP.

3.7 Broker's Reserve Account must, at all times, be equal to or greater than the average of eight (8) months of cancellations attributable to Financed Broker Fees. By way of example only, if Broker's average cancellations attributable to Financed Broker Fees over 8 months equals \$500.00, then the Reserve Account balance must be at least \$500.00. TOP may apply monies due Broker to adequately fund the Reserve Account in accordance with this Agreement.

3.8 In the event there are insufficient funds held in the Reserve Account attributable to BROKER to pay TOP the Charge-Backs, BROKER will be held responsible for any and all funds due TOP. Said funds must be paid to TOP within ten (10) business days of the date written notice is mailed to BROKER. Ten percent (10%) per annum interest, or the maximum legal rate of interest, will be charged on all Charge-Backs not remitted to TOP within ten (10) business days of the date written notice is mailed to BROKER. BROKER agrees that TOP may electronically debit BROKER's bank account for Charge-Backs and interest not remitted timely.

4. BROKER'S WARRANTIES AND REPRESENTATIONS

BROKER warrants and represents it will comply with all laws, regulations and Department of Insurance Bulletins concerning written disclosure of Broker's Fee to the insured. Additionally, BROKER warrants and represents that it will disclose to the insured that the Broker's Fee will be financed and non-refundable to the insured.

5. RELATIONSHIP OF PARTIES

This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever. BROKER acknowledges that it is not an agent of TOP, and in no event shall TOP be legally bound by anything Broker represents to any insured, either in writing or orally.

6. TERMINATION

It is understood by the parties that this Agreement is not for a specified term and is at the mutual consent of TOP and BROKER. Either TOP or BROKER may terminate this Agreement with or without cause, immediately upon notice.

7. INDEMNIFICATION

BROKER shall indemnify, defend and hold harmless TOP, and its officers, directors, shareholders, employees, contractors and agents from and against any and all claims, damages, costs (including reasonable attorneys' fees and costs), liabilities and losses of any kind arising out of or relating to the financing of Broker's Fee.

8. CHOICE OF LAW

The rights and duties of the parties in the construction of this Agreement shall be governed by the laws of the State of California.

9. MODIFICATION

Except as specifically provided herein, the provisions of this Agreement may be changed, modified or portions deleted by mutual agreement made in writing and attested to by the parties hereto.

10. NOTICE

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given, made, and received only when personally delivered or delivered by Federal Express or other nationally recognized courier service, or two (2) days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested (except when such notice is a termination notice, in which event any two (2) of the delivery methods described above must be used), addressed as set forth below:

If to TOP: Top Premium Finance Company,
A Division of Premier America Credit Union
19867 Prairie Street
Chatsworth, CA 91311
Attention: Melina A. Khachoo

If to BROKER: TATA Ins
12 WestView
Calcutta, California 234234
Attention: Arun Kumar

11. CONSTRUCTION

As used herein, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

12. INTEGRATION

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

13. ATTORNEY FEES/COSTS

The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.

14. NON-ASSIGNABILITY

This Agreement shall not be assignable by BROKER without prior written consent of TOP. Any attempt to assign any rights, duties, or obligations that arise under this Agreement without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors.

15. MUTUAL AGREEMENT TO ARBITRATE CLAIMS

Any controversy (whether on an individual or class action basis) regarding any provision of this Agreement shall be submitted to binding arbitration in accordance with the then existing rules of ADR or JAMS. Furthermore, it is mutually agreed that the California Code of Civil Procedure shall be adopted, and followed, in the event of arbitration. Any award made by the ADR or JAMS may be enforced as a final judgment in any court of competent jurisdiction. The site for said arbitration shall be Los Angeles County, California.

16. SEVERALBILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable during the term hereof, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first set forth above.

BROKER SIGNATURE: _____

By: _____ **Date:** _____
Officer or Principal Name & Title

TOP PREMIUM FINANCE COMPANY
A Division of Premier America Credit Union

_____ **Date:** _____
Melina A. Khachoo, Operations Manager



ELECTRONIC TRANSACTION AGREEMENT

This ELECTRONIC TRANSACTION AGREEMENT (this "Agreement") is made between Top Premium Finance, a division of Premier America Credit Union ("TOP") and TATA Ins ("BROKER") as of 04/09/2012 (the "Effective Date"). TOP and BROKER may collectively be referred to as "parties" and individually as "party".

INTRODUCTION

WHEREAS, certain insurance premium finance transactions are available online through TOP's website including, but not limited to, execution of the premium finance agreement;

WHEREAS, TOP wishes to authorize BROKER to conduct electronic transactions with TOP;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, BROKER and TOP agree as follows.

AGREEMENT

1. TOP hereby authorizes BROKER to conduct premium financing transaction online utilizing TOP's website and BROKER hereby accepts such appointment upon the terms and conditions set forth in this Agreement.
2. BROKER agrees that the transactions shall be conducted in accordance with Federal and State laws governing electronic transactions and signatures and agrees to comply with such laws and regulations.
3. BROKER acknowledges and agrees that in order to electronically sign the premium finance agreement, BROKER will click the online button that states "Accept" or "I Agree", which shall represent BROKER's electronic signature and have the same legal effect as a handwritten signature.
4. BROKER represents and warrants that it is authorized by the borrower, in such states where legally allowed, to electronically sign the premium finance agreement on behalf of the borrower as the authorized agent of the borrower.
5. If the amount financed is greater than \$50,000.00, BROKER represents and warrants that it has a valid and binding executed Power Of Attorney authorizing BROKER to sign the personal guaranty on the premium finance agreement on behalf of the shareholder, member, partner, or principal of the borrower agreeing to the expressed terms of such personal guarantee. BROKER shall be jointly and severally liable for any unpaid balance due TOP from borrower if BROKER fails to comply with this Section 5.
6. TOP may, at its sole discretion, terminate this Agreement at anytime, with or without notice.
7. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.
8. This Agreement is shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. BROKER agrees to submit to the personal jurisdiction of the courts of the State of California.
9. The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs.

10. Any controversy regarding any provision of this Agreement shall be submitted to binding arbitration in accordance with the then existing rules of the American Arbitration Association. Any award made by the American Arbitration Association may be enforced as a final judgment in any court of competent jurisdiction. The site for said arbitration shall be Los Angeles County, California.

IN WITNESS WHEREOF, the parties have executed this BROKER Agreement as of the date first above written.

BROKER:

Agency Name: _____

By: _____
Officer or Principal Name, Title

Signature Date: _____



(Please sign within the box for the e-signature image)

TOP:

Top Premium Finance Company, a Division of Premier America Credit Union

By: _____ Date: 04/09/2012
Melina Khachoo, Operations Manager



EFT Authorization

Broker's Name : TATA Ins

Broker's Code :

Bank Name : HDFC

Routing Number :

Account Number : 234234234234

Place VOID check here

I, the undersigned, hereby authorize Top Premium Finance Company to initiate debit entries electronically, by paper means, or by any other commercially accepted method, to my above referenced bank account for any amounts due, when they are due. I hereby authorize my financial institution to debit the same such account. I understand that if the transaction is rejected/returned by my financial institution, for any reason (including NSF), a \$15.00 return check fee will be due, and added to my balance. I further grant permission to debit the return item fee electronically in same manner as payment.

Account Holder's Signature : _____ **Date:** 04/09/2012

<h1 style="margin:0;">W-9</h1> <p style="margin:0;">Form (Rev. January 2003) Department of Treasury Internal Revenue Service</p>	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	<p style="margin:0;">Give from to the requester. Do not send to the IRS.</p>
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Name : TATA Ins	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Health <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suit no.) 12 WestView Calcutta, California 234234	Requester's name and address (optional)
List account number(s) here (optional) 234234234234	

Part I	<h2 style="margin:0;">Taxpayer Identification Number (TIN)</h2>
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Enter your TIN in the appropriate box . For individuals, this is your social security number (SSN) **However, for a resident alien, sole proprietor, or disregarded entity, see the part 1 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
or
Employer Identification Number 23-4324234

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

Part II	Certification
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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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup witholding 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 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 04/09/2012
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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.

U.S. person. 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.

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.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (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 recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exemption 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 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 that qualifies for the exemption from tax under the terms of the treaty article.