

## WAREHOUSE AGREEMENT

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by the producer named in the signature blank below (“Producer”) and iA American Warranty Group, Inc., and its affiliated companies (collectively the “Company”).

### RECITALS

- A. Producer has executed a producer agreement with the Company (the “Producer Agreement”) to sell the Company’s vehicle service contracts or other ancillary products (the “Business”).
- B. Producer has expressed a desire to participate in the underwriting profits on the Business by forming a new reinsurance company or designating an existing reinsurance company owned by Producer or persons associated with Producer (the “Reinsurer”), and Company is willing to cede to the Reinsurer all or part of the Business produced under the Producer Agreement, as designated by Producer.
- C. To facilitate Producer’s ability to commence selling the Business and retain the right to reinsure the Business upon completion of the Reinsurer’s organizational activities and/or the execution and implementation of all reinsurance documents, including but not limited to a reinsurance agreement and a trust or other collateral agreement (“Reinsurance Documents”), iAAWG is willing to warehouse the Business under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereby agree:

- 1. iAAWG agrees to hold and warehouse all amounts remitted to it by Producer that would otherwise constitute reinsurance premiums under the terms of the Reinsurance Documents until all conditions required for Reinsurer to begin reinsuring the Business have been fulfilled (the “Warehouse Period”). During the Warehouse Period, iAAWG shall credit and debit the warehoused funds for all obligations set forth in the Reinsurance Documents as if such documents were in full force and effect. iAAWG shall not be required to hold the warehoused funds in a segregated account or credit such funds with investment income. Upon implementation of the new reinsurance arrangement, iAAWG shall cause all Business to be ceded to the Reinsurer retroactive to inception of the Warehouse Period.
- 2. The Warehouse Period shall not exceed nine (9) calendar months unless extended by agreement of the parties.
- 3. This Agreement shall terminate on the earlier of (i) the last day of the Warehouse Period, including any extension thereof, (ii) a date mutually agreed upon by the parties, or (iii) notice from iAAWG, given at iAAWG’s discretion, if after 60 days the Producer does not sell at least 25 contracts per month. If the proposed reinsurance does not take effect prior to termination of this Agreement, iAAWG shall not be obligated to cede any business to the Reinsurer and all rights in the Business shall revert to iAAWG.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by as provided below.

Producer: \_\_\_\_\_

iA American Warranty Group, Inc.

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

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

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

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

**ACCOUNTS SUBJECT TO PREMIUM WAREHOUSE AGREEMENT**  
**Schedule Page**

Producer Information	Producer:			
	DBA (if applicable):			
	Producer Address:			
	Producer City:	Producer State:	Producer Zip:	
	Producer Phone:	Website:		
	Producer Fax:	Producer Tax ID No:		
	Contact Name:			
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