Administered By:
Trip Mate, Inc.
(In CA & UT, dba Trip Mate Insurance Agency)
9225 Ward Parkway, Kansas City, MO 64114

Explorer Series
Travel Agency/Organization Agreement

Effective Date: _____

This Organization Agreement is by and between Trip Mate, Inc., dba MH Ross (hereinafter referred to as "Ross") and the Organization indicated in Part 1 (hereinafter referred to as "Organization").

Part 1 - Agency/Organization Information

Legal Name

Trade Name (DBA)

Owner/Manager Name

Make Checks Payable To

Are you currently licensed to sell travel insurance? ☐ Yes ☐ No

Please indicate your organization structure:

☐ Corporation — FEIN

☐ Partnership or LLP — FEIN

☐ Sole Proprietorship — SSN

☐ Limited Liability Co. — NAME

Contact Information

Contact Name

Phone (include Area Code) | Fax (include Area Code)

Email Address

Website Address

Mailing Address

Address

City | State | Postal Code

Shipping Address

Address

City | State | Postal Code

For Multiple Locations: Please complete the Additional Location Form for all additional locations.

Consortiums / Associations

Please provide the names of any Consortiums or Associations to which you belong.

Part 2 - Licensing Information

Please provide your Travel Insurance License number*:

☐ Corporate License** — License No.

☐ Individual License — Licensee Name — License No.

☐ Not currently licensed

* License not required in some states
** Required in some states

Please attach copies of your current travel insurance licenses. You must be properly licensed to receive commissions. If attached, you must also complete and sign the **Appointment Information Form**.

Part 3 - Authorized Plans and Commissions

☐ **All Explorer Series Individual Plans**

Silver Plan: 25% Online or 20% by Phone, Mail or Fax
Gold Plan: 30% Online or 25% by Phone, Mail or Fax
Platinum Plan: 35% Online or 30% by Phone, Mail or Fax

☐ **All Explorer Series Group Plans - Net**

Group Explorer - Basic Plan
Group Explorer - Standard Plan
Group Explorer - Plus Plan

Questions? Call 800-423-3632

Part 4 - Contract Terms and Conditions

1. **Underwriters:** Ross authorizes Organization to sell policies underwritten by: Nationwide Mutual Insurance Company (herinafter referred to as "Underwriters"). Organization will offer Plans, as authorized in Part 3 of this Agreement, to all eligible clients.
2. **Independent Contractor:** It is expressly agreed and understood by the parties that Organization is an independent contractor (and not otherwise affiliated with the other parties hereto) and has no authority to bind another party except as expressly provided herein.
3. **Compliance With Law:** Organization is required to maintain any such insurance licenses if required by law in the state/province in which Organization resides. Organization must report to Ross any change in license status such as: suspension, termination or non-renewal. Organization also agrees to comply at all times with all applicable laws and regulations set forth by any lawful authority.
4. **Product and Sales Materials:** Organization will distribute Insurance Certificates/Brochures to all persons at the time of purchase of any Plan. Any premiums received by Organization, shall be held in a fiduciary capacity for the other parties hereto until delivery.
5. **Claims:** Organization will immediately provide the Explorer Series Claims Administrator with any notice of claims forwarded to Organization for any product sold under the terms of this Agreement. The Underwriters and/or the Claims Administrator will have responsibility for administration of all claims and Organization shall not admit liability, adjust, settle, compromise or commit Ross or Underwriters to any policies sold or any claims or settlements of claims. Organization will assist Underwriters and/or the Claims Administrator in the adjudication of claims by providing information when requested in a timely manner.
6. **Term and Termination:** This Agreement shall be for a term of one year from the effective date hereof and shall automatically renew for additional one year terms, unless earlier terminated as provided hereunder. This Agreement: 1) may be terminated by any party hereto, for any reason, upon 30 days written notice to the other parties; or 2) will automatically terminate upon Organization's cessation of business, assignment or sale for the benefit of creditors or insolvency or due to Organization's misconduct or noncompliance with the terms of this Agreement.
7. **Advertising:** Any use of the name, description of benefits/coverage, trade name or service marks of Ross or Underwriters in any advertising (including electronic media) or product material or medium not prepared by Ross or Underwriters must be approved in writing by Ross or Underwriters.
8. **Indemnification:** Organization agrees to hold Ross and Underwriters harmless from and indemnify them against any liability or costs resulting from Organization's general performance or failure to perform under this Agreement.
9. **Financial Insolvency:** Any policies subject to this Agreement that include benefits for Financial Insolvency do not cover bankruptcy, insolvency or other default of the Organization selling the policies.
10. **Commission Protection (Individual Explorer Series Plans Only):** 1) Commission Protection is not in effect until the client has made final payment for the trip; 2) the client must have purchased a policy, incurred a covered Trip Cancellation event/claim, and received a claim benefit payment resulting from this event/claim **(including under the Cancel For Any Reason Benefit);** 3) the total amount payable to the Travel Agent/Organization (including retained commissions and Commission Protection payments) will not exceed the commission that the agency would have earned had the client traveled (up to a maximum of 15% commission); 4) if a covered claim occurs, the maximum amount payable (claim payments to the client plus Ross Commission Protection payments) is 100% of the covered trip cost; 5) If a claim is paid due to financial default of an airline, cruise line, tour operator or other travel supplier, Commission Protection is not in effect; 6) Pre-Departure Trip Cancellation benefits are payable to the client first; any excess amount will be available to provide Commission Protection to Organization; 7) Organization must provide a completed and signed Commission Protection Claim Form with appropriate supporting documentation; 8) if the method of payment for the travel arrangements was by check, Organization should refund to the client the entire amount established according to the suppliers' published cancellation penalties (including the applicable travel agency commission) and Organization will be paid the forfeited commission in accordance with the terms and conditions of this Agreement **only if** the passenger's Pre-Departure Trip Cancellation claim is covered and claim benefits are paid; 9) if the method of payment for the travel arrangements was by credit card and the supplier has refunded a portion of the client's total payment for the trip (including the agency's commission) directly by crediting the client's credit card, a check will be issued in accordance with this Agreement for the amount of the commission Organization would have earned had the client traveled (In addition to the requirements outlined in item 7 above, we may require written proof of the recalled commission); 10) In the event of a full refund by the supplier, Commission Protection is not in effect; and 11) No payment will be made under this Agreement for any penalties or fees imposed by Organization.
11. **Modifications:** No term or condition of the Travel Insurance policy(ies) may be waived or modified by any party without the written signed approval of Ross or Underwriters.
12. **Entire Agreement:** This Agreement, and any Addendums attached hereto, constitutes the entire Agreement between the parties and cannot be amended unless in writing and signed by all parties. This Agreement and the rights contained herein may not be assigned by Organization to any other person or entity without the written consent of Ross or Underwriters.

I have read and agree to the terms and conditions of this Agreement which becomes effective when signed and dated by an Authorized Representative of Trip Mate, Inc., dba MH Ross.

_____
Signature

_____
Name and Title

Date: _____ / _____ / _____

_____
Authorized by Trip Mate, Inc., dba MH Ross

Date: _____ / _____ / _____

Submit By Fax
Toll free at 888-424-8731

Submit By Mail

MH Ross
9225 Ward Parkway
Kansas City, MO 64114

Nationwide
On Your Side

Appointment Request Form

❑New Appointment ❑ Change Name ❑Change Address

COMMISSIONS PAID TO: ❑ Individual ❑ Agency

MH Ross Explorer Series

SECTION I – INDIVIDUAL AGENT INFORMATION

First Name	Middle	Last Name	Social Security Number -- --	Date of Birth	Gender M ❑ F❑

Home Address Street City State ZIP
County

Home Phone Number	Home Fax Number	Email Address
( ) -	( ) -	

SECTION II – AGENCY INFORMATION

The Agency is a: ❑ Individual/Sole Proprietorship ❑ Partnership or LLC ❑ Corporation ❑ Other

Business/Agency Name	EIN Number (For Agency Pay)

Agency Street Address City State ZIP County

Agency Mailing Address City State ZIP County

Agency Phone Number	Agency Fax Number	Agency Email Address
( ) -	( ) -	

State(s) in which to be appointed:

License Number(s). Please attach a copy(ies) of the current license(s)
Agent: Broker:

SECTION III – BROKER/AGENCY QUESTIONNAIRE

A letter of explanation must be attached on any "Yes" answer to the following questions.

1. Have you ever been convicted of any criminal activity involving dishonesty or a breach of trust? ❑Yes ❑No
2. Have you ever been convicted or are currently under indictment for any criminal felony? ❑Yes ❑No
3. Have you ever had a license or an appointment cancelled by an insurer for reasons other than low production? ❑Yes ❑No
4. Have you ever been suspended, disqualified or disciplined as a member of any profession? ❑Yes ❑No

I hereby authorize Nationwide and its representatives to make an independent investigation of my background, references, character, past employment, education, and criminal or police record, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on this form and all other obtained information which may be material to my qualifications for licensing and/or appointment.

I release Nationwide, its representatives, and any other person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regards to the information obtained from any and all of the above referenced sources used.

SECTION IV – SIGNATURE

I certify that to the best of my knowledge and belief, the above information is correct and complete.

Signature _____ Date _____

Print Name _____

Return with copies of all current travel insurance licenses for applicable state to:
Licensing, MH Ross-Explorer Series, PO Box 481157, Kansas City, MO 64148 Phone Number: 1-800-423-3632 Fax Number: 1-888-424-8731

SHM-0293AO (6/11)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding 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, cancellation 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 3.

Sign Here	**Signature of U.S. person ▶**	**Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.