

**CAPITAL PREMIUM FINANCING, INC.**  
**AFP FLEX-PLAN™ PROFIT SHARING PROGRAM**  
**ACKNOWLEDGEMENT AND CERTIFICATION AGREEMENT**

This agreement (hereinafter referred to as the “AFP Flex-Plan™ Acknowledgement and Certification Agreement”) is between Capital Premium Financing, Inc. (“Capital Premium”) and the undersigned insurance agency (“Agency”). For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Capital Premium and Agency contract and agree as follows:

1. Agency hereby certifies the following:
  - Agency is engaged in the insurance business and is licensed in the State(s) of \_\_\_\_\_.
  - Agency is experienced and knowledgeable in the practice and business of insurance premium financing and is capable of assessing the inherent risks of insurance premium financing.
  
2. Capital Premium has posted on its website at [www.capitalpremium.net/flex](http://www.capitalpremium.net/flex) a copy of the AFP Flex-Plan™ Profit Sharing Agreement (hereinafter referred to as the “AFP Flex-Plan™ Agreement”). The parties hereby acknowledge and adopt by this reference the AFP Flex-Plan™ Agreement, as it appears at said website as of the Effective Date hereof, as a legally binding agreement between them. In addition to adopting the AFP Flex-Plan™ Agreement, this AFP Flex-Plan™ Acknowledgement and Certification Agreement modifies and supplements the AFP Flex-Plan™ Agreement, and by this reference incorporates all defined terms used therein.
  
3. Subject to the limitations set forth in the AFP Flex-Plan™ Agreement, the balance in Agency’s Flex-Plan Account may be increased or decreased upon 3 days prior written notice to Capital Premium. The initial amount contributed by Agency is: \$ \_\_\_\_\_.
  
4. As used herein and in the AFP Flex-Plan™ Agreement, “Flex-Plan Profit Participation Yield” means the average prime lending rate (APR) during a given Participation Month *less* the percentage stated in the applicable category below:
  - If the Agency’s Portfolio Yield is greater than or equal to PREF B COMPOSITE, then *less* 1.5% (“**Gold Rate**”);
  - If the Agency’s Portfolio Yield is less than PREF B COMPOSITE and greater than PREF V COMPOSITE, then *less* 2.0% (“**Silver Rate**”);
  - If the Agency’s Portfolio Yield is less than or equal to PREF V COMPOSITE, then *less* 2.5% (“**Bronze Rate**”)

IN WITNESS WHEREOF, the parties have entered into this AFP Flex-Plan™ Acknowledgement and Certification Agreement effective as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_ (“Effective Date”).

CAPITAL PREMIUM FINANCING, INC.  
 (“Capital Premium”)

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_ (“Agency”)

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Tax ID No.: \_\_\_\_\_