

PART 4 - CONTRACT TERMS AND CONDITIONS

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

1. **Underwriter:** TravelSafe authorizes Organization to sell TravelSafe policies underwritten by United States Fire Insurance Company (hereinafter referred to as "Underwriter") and administered by Trip Mate. Organization will offer a TravelSafe Plan, as authorized in Part 2 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. **Eligible Clients:** Only citizens or residents of the United States or Canada will be offered TravelSafe policies. Organization agrees to not sell any policy after the client has departed on his/her trip. Only one policy will be sold per client per trip.
4. **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 TravelSafe 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.
5. **Product and Sales Materials:** Organization will distribute Insurance Certificates/Brochures to all persons at the time of purchase of any TravelSafe Plan. Any premiums received by Organization, shall be held in a fiduciary capacity for the other parties hereto until delivery.
6. **Claims:** Organization will immediately provide Trip Mate with any notice of claims forwarded to Organization for any product sold under the terms of this Agreement. Trip Mate and Underwriter will have responsibility for administration of all claims and Organization shall not admit liability, adjust, settle, compromise or commit Trip Mate, Underwriter or TravelSafe to any policies sold or any claims or settlements of claims. Organization will assist Trip Mate and Underwriter in the adjudication of claims by providing information when requested in a timely manner.
7. **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.
8. **Advertising:** Any use of the name, description of benefits/coverage, trade name or service marks of TravelSafe, Trip Mate or Underwriter in any advertising (including electronic media) or product material or medium not prepared by TravelSafe, Trip Mate or Underwriter must be approved in writing by TravelSafe, Trip Mate or Underwriter.
9. **Indemnification:** Organization agrees to hold TravelSafe, Trip Mate and Underwriter harmless from and indemnify them against any liability or costs resulting from Organization's general performance or failure to perform under this Agreement.
10. **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.
11. **Commission Protection (where applicable):** 1) Commission Protection is not in effect until the client has made final payment for the trip; 2) the client must have purchased a TravelSafe policy, incurred a covered Pre-Departure Trip Cancellation event/claim, and received a claim benefit payment resulting from this event/claim (**there is no Commission Protection available under the Cancel For Any Reason Benefit**); 3) the total amount payable to the Travel Agent/Organization (including retained commissions and TravelSafe 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 TravelSafe 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.
12. **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 TravelSafe, Trip Mate or Underwriter.
13. **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 TravelSafe, Trip Mate or Underwriter.

By signing below, I agree that I have read and agree to the terms and conditions of this Agreement which will become effective when signed and dated by an Authorized TravelSafe Representative.

BY: _____ Date ____/____/____
 Your Signature Your Name and Title

FOR OFFICIAL TRAVELSAFE USE ONLY:

Authorized TravelSafe Representative _____ Effective Date ____/____/____

Please mail or fax completed and signed form to:
 QUESTIONS? Call 1-800-523-8020

TRAVELSAFE, P.O. BOX 7050, WYOMISSING, PA 19610
 Fax: 1-800-303-6015

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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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.

Social security number
or
Employer identification number

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

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).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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.

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. 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.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,