

PARTNER AGENT APPLICATION



Fill in either the individual SSN or the Federal Tax ID Number for Business Entity.
Income will be reported to the number you list below. The SSN or EIN must match the name listed.

Personal Information

Your ARM Representative _____ Date MM/DD/YYYY _____

Company (complete if applying under a company name) _____

Primary contact if company named above _____

Mr. Mrs. Miss Ms. Dr.

First Name _____ MI _____ Last Name _____

Applicant's SSN or Federal Tax ID Number _____

Address _____ Apt/Suite# _____ City _____ State _____ Zip _____

Shipping Address (If different than mailing address)

Address _____ Apt/Suite# _____ City _____ State _____ Zip _____

Phone _____ Mobile _____ Email _____ Fax _____

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number.
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 dividends, or (c) the IRS has notified me that I am no longer subject to backup withholdings.

NOTE: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax returns. The following questions **MUST** be answered, if applicable, or the application will be returned.

1. Have you pled to, or been convicted of, a felony? Yes No
2. Has anyone who might write business under this Agent Agreement pled to, or been convicted of, a felony? Yes No
3. Has any professional license (i.e. an insurance license) held by you in any state been suspended or revoked? Yes No
4. Has any professional license held by anyone who might write business under this Agent Agreement in any state been suspended or revoked? Yes No

Payment Information

We need your account information for direct deposit

Choose One: Checking Savings

To be paid by direct deposit, you must include a voided check or deposit slip from the account into which the commissions are to be deposited.

Bank Name _____

Routing Number _____

Account Number _____

- I have had explained to me and agree with the ARM Agent Compensation Plan
- I have read the Policies and Procedures of this agreement and agree to them as in effect from the date of this signed application.
- I hereby declare that the details furnished above are true and factual

Section One: Authority of Agent

A. Appointment and Authority: ARM markets financial products to farmers throughout the United States. Pursuant to the terms of this Agreement, Agent is hereby appointed and authorized as an independent contractor to market and solicit (and manage the solicitation of) financial services Agreement does not confer any exclusive rights in any territory or region. Agent may act personally or through the Agent's employees, agents, sub-agents, or personnel (a "Producer"). Agent hereby represents, covenants and warrants to ARM that any Agent and any Producers engaged by Agent are (and will be throughout the term of this Agreement) in full compliance with any and all applicable insurance licensing and regulatory requirements. For any business placed with ARM through Agent, ARM recognizes only the Agent, not Agent's Producer, as the agent of record and will hold Agent fully responsible for all duties and obligations under this Agreement as well as compliance with applicable insurance laws and regulations for such business of Agent and Producers.

B. Independent Contractor: Agent, is an independent contractor and nothing contained herein shall be construed to create an employer-employee relationship, partner or joint venture relationship or any other relationship other than the contractual relationship. Any Producers assigned or appointed by Agent shall not be considered contractors, agents or employees of ARM for any purpose whatsoever, nor shall any employee of Agent be considered an employee of ARM.

Section Two: Duties of Agent

Subject to requirements imposed by law, the terms of this Agreement, and other written policies of ARM, the Agent agrees as follows:

A. Solicit Financial Services: Agent shall (i) use best efforts and good business practices to solicit financial products on behalf of ARM and manage any solicitation by Producers; (ii) transmit promptly to ARM all such documentation, and inquiries for ARM financial services; (iii) use only promotional material approved, in writing, by ARM with respect to the ARM financial services; (iv) ensure that information submitted to ARM is completed accurately before submission; (v) comply with applicable federal, state and local laws, regulations and ordinances; train or ensure the training of any Producers; supervise the Producers and be responsible for any commissions or other compensation Agent may be obligated to pay the Producers; (viii) permit ARM reasonable access to Agent's records to ensure compliance with this Agreement and ARM's policies and requirements; (ix) market additional ARM products and services when introduced under company guidelines; and (x) stay informed about all aspects of all of the products and services offered by ARM; provided, however, that neither Agent or any of Agent's Producers shall be required to perform services exclusively or full time for ARM.

B. Taxes: No income tax or payroll tax of any kind shall be withheld or paid by ARM on behalf of Agent for any payment under this Agreement, except as may be required by law for payments to independent contractors. Agent shall be responsible for all taxes and similar payments arising out of any activities contemplated by this Agreement, as to Agent and any of Agent's Producers and employees, including without limitation, federal, state, and local income tax, social security tax (FICA), self-employment taxes, unemployment insurance taxes, and all other taxes, fees, and withholdings.

C. Compliance: Agent shall cause Agent's Producers and any other representative of Agent to comply fully with the terms of this Agreement and Agent shall be responsible to ARM for any such failure to comply by either Agent or any Producer or other representative.

D. Expenses: Agent shall be solely responsible for and shall pay all expenses incurred by Agent in connection with the solicitation, sale and distribution of financial products offered for sale through the Agent and in the performance of Agent's other duties under this Agreement.

E. Facilities and Equipment: Agent shall supply all necessary facilities and equipment for the performance of duties under this Agreement at Agent's own expense.

F. Insurance: Agent solely shall be responsible for all of Agent's own insurance, and the insurance of anyone working on behalf of Agent, and shall at all times maintain such types, amounts, coverages as required by local and federal agencies, including, without limitation, including, without limitation, errors and omissions insurance, automobile insurance, and workers' compensation insurance. Agent shall furnish proof of any form of insurance to ARM upon request. Agent will provide ARM with 30 days of advance written notice of the cancellation of, or a material change to, any insurance required by this Section. No workers' compensation insurance or unemployment compensation insurance will be obtained by ARM on behalf of Agent. Agent solely shall be responsible for obtaining unemployment compensation insurance and workers' compensation insurance for Agent and/or Agent's Producers, and Agent solely shall be responsible for complying with all applicable workers' compensation and unemployment compensation laws.

Section Three: Duties of ARM

- A. Payment of Commissions:** ARM shall be responsible for payment to Agent of all earned commissions on financial products issued through Agent. Commissions shall be payable according to the attached CONFIDENTIAL Schedule of Commissions in Exhibit A. ARM reserves the right to amend the Schedule of Commissions from time to time in its sole discretion, but any such change shall not affect commissions due or to become due to the Agent on financial products issued with an effective date prior to the date of such changes, subject to all other requirements then in force.
- B. Reservation of Rights:** ARM retains sole and exclusive discretion in the review, processing, and acceptance of all loan applications and of all loan terms, including but not limited to interest rates and fees. Loan terms and documentation are subject to revision by ARM at any time without notice.

Section Four: Restrictions

Agent shall not engage, and shall not permit any Producer to engage, in any of the following conduct:

- A.** make any contract or incur any obligation (express or implied) in the name of, or on behalf of ARM without specific authority including that Agent shall not make, modify or amend any application for financial services or financial services contract; or extend the time for making any payment which may become due for any financial services; nor may Agent waive any of ARM's rights, conditions or requirements pursuant to its financial services policies or applications.
- B.** advertise ARM's services without prior approval (including mass marketing, telemarketing or direct mail programs).
- C.** use ARM's name, trade name, trademark or logos in connection with Agent's business without prior approval of ARM.
- D.** induce or attempt to induce, directly or indirectly, other Agents, Associates, or employees of ARM to terminate or alter his, her or its relationship with ARM during the term of this Agreement and for a period of two years after any termination.
- E.** use any ARM Confidential Information (as defined below) for any purpose other than the performance of services on behalf of ARM pursuant to this Agreement.
- F.** in the case of a Agent whose business (1) includes the sale of crop insurance and (2) has involved soliciting or obtaining an application for financial services on behalf of ARM, ARM agrees to not pursue that crop insurance business.

Section Five: Term & Termination of Agreement

- A.** This Agreement shall have an initial term of one year ("Initial Term"), and thereafter automatically will be renewed on a month to month basis. ARM or Agent may terminate the Agreement during the Initial Term upon thirty (30) days written notice. After the Initial Term, ARM or Agent may give the other party written notice of non-renewal at any time prior to the beginning of the next month. Upon such notice by the ARM, Agent is not authorized to perform any other services under this Agreement.
- B.** Notwithstanding any other provision of this Agreement, ARM may terminate this Agreement immediately upon written notice to Agent in the event of the following: (i) violation of this Agreement by Agent; (ii) Agent's loss of any required licensure; (iii) Agent's failure to produce a result that meets the specifications set by ARM, or any act of dishonesty or misrepresentation by Agent in connection with the performance of the services under this Agreement.

Section Six: Indemnification

Agent agrees to indemnify, defend, save and hold harmless ARM and its affiliated companies, predecessors and successors, subrogees, and insurers and their respective directors, officers, agents and employees, from any and all claims, demands, losses, damages, actions and causes of action, including, without limitation, all expenses, costs and reasonable fees (including attorneys' fees) that ARM at any time and from time to time may sustain or incur by reasons of Agent's failure to abide by the provisions of this Agreement or arising from or related to any acts or omissions of Agent and/or any Producer in connection with providing services under this Agreement, whether negligent, reckless, or otherwise.

Section Seven: Assignment

This Agreement may not be assigned, whether voluntarily or by operation of law, by Agent without the prior written consent of ARM, which consent, shall not be unreasonably withheld. ARM may assign this Agreement without the consent of Agent.

Section Eight: Confidentiality & Work Product

Agent agrees that, during the term of this Agreement and following the termination this Agreement, Agent will not disclose or distribute or threaten to disclose or distribute to any third person, firm, corporation, company, entity, or association, for any purpose, any of ARM's Confidential Information (as defined below) without the express written consent of ARM.

For the purposes of this Agreement "Confidential Information" is defined as any secret or proprietary information relating directly to ARM and/or and that of ARM's other affiliated companies and subsidiaries, including, but not limited to, the commissions schedule set forth, or any commissions schedule similar to what is set forth, in Exhibit A, pricing policies, customer lists and information, employment records and policies, operational methods, marketing financial services and strategies, business development techniques or financial services, business acquisition financial services, new personnel acquisition financial services, trade knowhow, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, all data, writings, work papers, photographs, catalogs, microfilm, tape recordings, documents and other tangible materials, and other non-public information relating to the business and financial affairs of ARM (including its affiliated companies and subsidiaries), whether developed for or by ARM (including information developed by Agent), received from a third party in confidence, or belonging to others and licensed or disclosed to ARM in confidence for use in any aspect of its business.

Agent agrees that Agent is responsible for enforcing this Section Eight as to Agent and to any Producer and any other of Agent's representatives. Among other things, Agent shall take adequate steps to ensure that any Producers or other representatives utilized by Agent agree not to use or disclose ARM's Confidential Information, except insofar as necessary to advance the best interests of ARM.

Agent additionally agrees that, upon the termination of Agent's contractual relationship with ARM, Agent will immediately deliver to ARM any ARM property which is in Agent's possession, including, without limitation, any Confidential Information in any form (including all recorded media, such as papers, computer disks, drives and other data storage devices, electronic files, electronic data, copies, photographs, and maps).

To the extent Agent creates intellectual property, deliverables or other work product from or in connection with the services pursuant to this Agreement ("Work Product"), such Work Product shall be the sole and exclusive property of ARM, free from any claim or retention of rights thereto on the part of Agent or Agent's agents. The parties agree that all such Work Product shall be "works made for hire" within the meaning of the U.S. Copyright Act and for all such Work Product ARM shall be deemed to be the "author" and shall have sole ownership, right, title and interest in all intellectual property rights embodied therein, including all copyrights, invention rights, patent rights, and trade secret rights.

Irrespective of whether Work Product qualifies as a "work made for hire," Agent, on behalf of Agent and Agent's agents, hereby assigns to ARM all rights, title, and interest in and to all Work Product and all intellectual property rights contained or embodied therein.

Section Nine: Injunction

The Agent acknowledges and agrees that a breach or threatened breach of any of the provisions of this Agreement would cause ARM to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, in the event of a breach or threatened breach by Agent of any provision of this Agreement, ARM shall, in addition to any other remedies available to it, including monetary damages and attorney's fees, be entitled to a temporary restraining order or a preliminary injunction restraining Agent from breaching or threatening to breach this Agreement.

Section Ten: Representations & Warranties

Agent represents, warrants, and acknowledges as follows:

- A. Agent has full power, authority, and capacity to enter into this Agreement and to perform Agent's obligations hereunder. This Agreement has been voluntarily executed by Agent and constitutes a valid and binding agreement of Agent.
- B. Agent's services shall not be integrated into ARM's general business operations.

Section Eleven: Miscellaneous

This Agreement will be governed by and construed in accordance with the laws of the State of Texas. This Agreement constitutes the entire agreement between the Agent and ARM, and no amendment may be made without a writing and the signature of an authorized representative of ARM.

In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of this Agreement will remain in full force and effect. The failure of ARM to insist upon strict compliance with any of the provisions of this Agreement shall not be deemed to be a continuous waiver in the event of any future breach or waiver of this Agreement.

Agent has no authority other than that expressly granted herein, and no forbearance or neglect on the part of ARM shall be construed as a waiver of any of the terms of this Agreement nor imply the existence of any authority not herein expressly granted.

This Agreement contains the entire agreement between the parties with respect to the matters contemplated herein. This Agreement supersedes and replaces any previous agreements, statements, and representations by or between the parties. No promises or representations have been made by ARM or Agent other than those contained in this Agreement concerning the subject matter contained herein.

Sections Four, Six, Seven, Eight, Nine, and Eleven shall survive the termination of this Agreement for any reason and shall continue in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors, and assigns.

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, digital, scanned, and electronic signatures shall be treated as originals.

From time to time, ARM may offer special incentives. These incentives are designed to promote and motivate ARM Agents through recognition. By participating in any ARM incentive or bonus program and to receive benefits from the program, cash or otherwise, the Agent agrees to have Agent's image or likeness, full name, title, level or standing published and recognized in ARM marketing materials, whether oral, written or electronic.

Exhibit A: **CONFIDENTIAL***

1. **Confidential.** This Schedule of Commissions is not to be shared or discussed by ARM Agent with anyone other than ARM.

2. **Agent Compensation.** To be eligible for commission, Agent must submit a complete Qualifying Loan Package to ARM. Commission shall not be earned until the loan is approved and closed by ARM (or its lending partners, as applicable). Commissions vary based on the type of loan as follows:

- a. Commercial crop production loans: Agents will earn a commission of 20% of all Origination and Servicing Fees collected by ARM on the original principal amount of the loan. No subsequent fees collected by ARM for increases on the original principal amount will be eligible for commission. Agents shall also earn commissions of 20% of all Origination and Servicing Fees collected by ARM on all consecutive commercial crop production loans of the same borrower for each successive crop year that the borrower receives a loan from ARM. For example, if an Agent referred a borrower that has an existing 2025 crop year loan with ARM, and the borrower obtains a 2026 crop year loan from ARM, the Agent shall earn a commission for the 2026 crop year loan and each consecutive crop year loan that the borrower may receive from ARM thereafter.
- b. Real Estate and Equipment loans: Agents will earn a commission of 20% of all Lender fees received by ARM from our real estate and equipment partners. Real estate loans are for commercial agricultural property only, not residential property. Commissions on real estate and equipment loans are one-time payments only.
- c. Referral of Agents: Agents shall receive a one-time commission of \$500 for referring a new agent to ARM, provided that the referred agent is approved by and enters into an Agent Agreement with ARM. No referral commission shall be earned if the referred agent is not accepted by ARM.

3. **Other Conditions.**

- a. Commissions are paid as follows:
 - i. We will endeavor to pay 100% of earned commissions within forty-five (45) days after the close of the loan, or as soon as possible after ARM collects the fees from a third-party on real estate and equipment loans.
 - ii. Agent must be an active Agent (under current Agent Agreement) on the relevant payment date to be eligible to receive a ny commission payment.
 - iii. A form 1099 will be issued for all commission payments.

4. **Administration, Interpretation, and Amendment.** ARM shall administer and interpret this and any subsequent Schedule of Commissions in its sole discretion, and ARM reserves the right to amend or replace this Schedule of Commissions from time to time.

In addition, ARM will be providing various other products through the ARM Agent model. All future products will have varying pay rate structures. For commission rates and pricing related to other product lines, Agent should contact the ARM Director, Agent Development.

Signature _____

Date _____

Your privacy is a priority to us! We will not sell your email address or personal information of any kind to third party vendors.

ARM Corporate Office:
420 Throckmorton Street, Suite 1100, Fort Worth, TX 76102

