

**Please print and complete the following Affiliate Agreement. Sign, then please fax to (619) 282-0606.**

### **AFFILIATE AGREEMENT**

This agreement is by and between \_\_\_\_\_  
(hereinafter referred to as "Affiliate")

of \_\_\_\_\_  
Street Address City State Zip Code

and **OSCAR PADILLA MEXICAN INSURANCE SERVICES, INC.**, a Surplus Line Broker, its successors and/or assigns, (hereinafter referred to as "Broker").

Pursuant to the request of the Affiliate, the Mexican insurance underwriting facilities of the Broker will be made available to the Affiliate at the sole discretion of the Broker. The Broker reserves the right to decline affiliation with any applicant and/or website for any reason.

Any and all links to Broker must have Broker's prior approval before posting online. Broker is entitled to order removal of any link Broker deems unacceptable. Affiliate is permitted to use banner ad provided by Broker. That banner ad must be used in the exact format that Broker presented, and cannot be altered by Affiliate without Broker's prior expressed approval.

#### **Compensation**

- **AUTO INSURANCE** By 25th day of month, Broker agrees to compensate Affiliate \$10.00 for each completed auto insurance transaction during previous ending month whose origin proves to be Affiliate's link. It is agreed that proof of origin will be Affiliate's ID reflected on face of policy.
- **HOMEOWNER INSURANCE** Within 60 – 90 days of Homeowner insurance transaction, Broker agrees to compensate Affiliate \$50.00 for each completed Homeowner insurance transaction whose origin proves to be Affiliate's link. It is agreed that proof of origin will be Affiliate's ID reflected on face of Homeowner insurance binder. It is also agreed that compensation is subject to Binder's final acceptance of risk by Seguros Atlas, S.A.

Compensation paid to Affiliate is subject to change without prior notice, although Affiliate will receive such change in writing from Broker.

The Broker's relationship with Affiliate is non-exclusive.

Other than posting the Broker's banner online, Affiliate will have no active role in administrating or servicing any needs associated with Mexican insurance. All Mexican insurance-related inquiries received by Affiliate, whether written or verbal, must be directed to Broker.

Affiliate agrees to indemnify and hold Broker harmless from any and all expenses, costs, attorney fees, for any cause of action, loss or damage from neglect, fraudulent or unauthorized acts or omissions by Affiliate or it's employees.

Broker reserves right to withdraw Affiliate's internet link without notice upon discovery of Affiliate's violation of any part of this Agreement, or other conduct by Affiliate that Broker deems unsuitable to the continued protection and well-being of Broker's integrity.

Broker shall have no responsibility for any expenses incurred by the Affiliate.

Affiliate shall act as an independent contractor. Nothing contained herein shall be construed to create the relation of employer and employee, or principal and Agent, between Broker and Affiliate.

This Agreement shall be effective as of date signed below, and shall remain in force to and until cancellation, which may be effectuated by either party giving to the other fifteen (15) days written notice of cancellation.

\_\_\_\_\_  
Affiliate's Signature Affiliate's Name Date Taxpayer I.D. Number