



**ELECTRONIC TRANSMISSION AGREEMENT**

Name and address of Company (hereinafter called Company)

CITY:  
STATE: ZIP CODE:

This agreement is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is by and between AFCO Credit Corporation/AFCO Acceptance Corporation (hereinafter called AFCO) and Company.

**ELECTRONIC TRANSMISSION AGREEMENT**

AFCO hereby agrees to receive by facsimile or computer transmission, electronic images of originally executed Premium Finance Agreements (“PFAs”) and other related executed ancillary agreements that are entered into by Company’s insured clients (the “insureds”) with AFCO. Any such PFA and related agreements (hereinafter the “Imaged Agreement(s)”) must (a) be produced on the AFCO computer quoting system on the standard AFCO form for use in the Insured’s jurisdiction (b) be originally signed by an authorized signatory of the insured who has the authority to bind the insured to all terms of the PFA (c) be originally signed by the Company as to the agent’s representations, warranties and covenants and (d) be clearly legible and contain type size for its text and data which (except for the inadvertent change in type size which may be caused by the facsimile or electronic transmission process) shall not be smaller than the text set forth on the PFA as it originates from the AFCO computer quoting system. Except for the fact that AFCO will not require the Company to submit original PFAs bearing original ink signatures, all of AFCO’s customary underwriting standards and procedures shall apply to each Imaged Agreement and the acceptance of any Imaged Agreement for financing by AFCO shall always be in AFCO’s sole discretion. This statement is to state Company’s obligations to AFCO when AFCO agrees to accept and fund an Imaged Agreement.

- 1. On all PFAs submitted by Company to AFCO, Company agrees to be bound by all of the representations, warranties and covenants made by Agent in the Imaged PFA.
- 2. Company agrees to defend, indemnify and hold harmless AFCO from any loss, damage, costs or expenses (including reasonable attorney’s fees) based on any assertion that the Imaged PFA does not constitute the authorized and binding agreement of the insured (and with respect to the Agent’s representations set forth there, the agreement of the Company).

Agreed and accepted by Company. The person signing on behalf of Company has the requisite authority to bind Company to the terms of this agreement.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title