

GUARD INSURANCE GROUP

16 South River Street, P.O. Box A-H, Wilkes-Barre, Pennsylvania 18703

GUARD REPORTING INTERFACE FOR PAYROLL (“GRIP”) Policyholder Program Agreement

I desire to purchase a Workers' Compensation and Employer's Liability Insurance Policy from an affiliated carrier of GUARD Insurance Group, Inc. (hereinafter “GUARD”). In accordance with GUARD's Premium Payroll Processing Program, I elect to pay premium on my Policy in smaller increments over a longer period of time based on my payroll processing schedule.

In exchange for more favorable payment terms, I agree to the following:

I understand and agree that I can only accept GUARD's offer of Workers' Compensation and Employer's Liability coverage by signing, accurately completing, and returning this Agreement to GUARD on or before the proposed effective date of coverage.

GUARD will calculate as accurately as possible, from payroll and other information provided by me, the Periodic Premium Costs for the Policy. Periodic Premium Costs are the costs based on payroll and other information for each of my payroll periods. GUARD will deduct the Periodic Premium Costs by direct draft from the account I designate at the end of this Agreement.

GUARD will notify me of the amount of the premium charged at least 24 hours prior to each deduction from my bank account.

I will provide GUARD with all information necessary for GUARD to calculate the policy premium. I will provide the necessary information to GUARD within three days of each payroll processing period. If I or my payroll processor fails to provide GUARD with the necessary information, I agree that GUARD may, but at no time shall be obligated to, assume that the payroll for the then current period is the same as the payroll used to process my most current premium payment, and GUARD may process the premium payment accordingly. However, GUARD is not required to calculate my premium payments based on a prior payroll period; thus, my failure or the failure of my payroll processor to provide all the information needed to perform a premium calculation may result in acceleration of my premium balance, making all unpaid premium due immediately.

If I use a third-party to process my payroll, I agree to authorize GUARD, by executing the authorization on the next page, to obtain my payroll information directly from such third-party payroll processor, and I agree to also promptly execute any documents required by my payroll processor to release payroll information to GUARD. If I change payroll processors during the policy period or my relationship with my payroll processor is terminated or suspended for any reason, I will immediately notify GUARD. If my payroll processor has changed or my relationship with my payroll processor has been terminated or suspended, GUARD may accelerate my premium balance, making all unpaid premium immediately due and payable. If I fail to maintain sufficient funds in my account to meet my obligations to GUARD, the entire remaining unpaid balance shall then become immediately due and payable.

I am responsible for the accuracy of all information furnished to GUARD and will inform GUARD of any inaccuracies. GUARD shall not be responsible for any claims or damages arising out of or resulting from inaccuracies in the information furnished to GUARD.

I hereby authorize GUARD, specifically InterGUARD, Ltd., to initiate pre-authorized debit transfers on behalf of my business for ongoing use according to the banking information outlined at the end of this Agreement.

I will have sufficient funds available in the bank account designated on the next page on the dates of premium collection.

If I do not have sufficient funds in my account upon presentation of GUARD's Electronic Funds Transfer (EFT) charge to my bank account, GUARD may take action to collect monies due, including, but not limited to, reissuance of the EFT. A Non-Sufficient Funds fee will be charged for each returned item in accordance with state regulations.

My policy is subject to audit as provided by the terms in my policy. In the event that an audit results in additional premium due, I am fully responsible for all premiums owed, as determined by the audit. If the final premium is more than the premium I paid to GUARD, I must pay the balance. If it is less, GUARD will refund the balance to me. GUARD will not pay interest on any return premium.

I agree to indemnify, defend, and hold GUARD harmless against any and all claims, losses, damages, or expenses and to pay GUARD for all costs, losses, damages, or expenses incurred, including, but not limited to, reasonable attorneys' fees, in-house counsel fees, and EFT reissuance charges. GUARD shall only be liable for its own negligence and not the negligence or deliberate act of any other person or entity which provides services in connection with or as a result of GUARD's deduction of Periodic Premium Costs from your account. GUARD's sole liability and my sole remedy for GUARD's failure to deduct the Periodic Premium Costs shall be GUARD's correction of any error, if reasonably possible, which may have prevented GUARD from deducting the premium from my account. GUARD shall, under no circumstances, be liable for any special, indirect, incidental, or consequential damages which I may incur as a result of GUARD's failure to perform any term or condition of this program, even if I have been advised of the possibility of such damages.

GUARD REPORTING INTERFACE FOR PAYROLL (“GRIP”) Policyholder Program Agreement (Continued)

I hereby agree to all of the terms and conditions of this Agreement and all of the terms and conditions of premium payment contained in the policy.

Company Name: _____

Policy Number: _____

Authorized Signature: _____

Printed Name/Title: _____

Date Signed: _____

Business Contact Name: _____

Business Phone Number(s): _____

Business Fax Number: _____

Contact E-mail Address: _____

Bank Name: _____

Bank Account Number: _____

Account Type: Checking Savings

Bank Routing Number: _____

Payroll Processor Name: _____

Payroll Client Number(s): _____

Payroll Frequency: _____

Next Payroll Date: _____

Upon completion, please return this document with a copy of a voided check via fax at 570-820-7968 or e-mail at underwriting3@guard.com.

GUARD REPORTING INTERFACE FOR PAYROLL (“GRIP”) Policyholder Program Agreement (Continued)

I hereby authorize my payroll processor, _____,
located at _____,
(telephone number) _____ to release all information relating to my payroll records to GUARD Insurance
Group, Inc., specifically InterGUARD, Ltd., so that my Periodic Premium Costs for my Workers' Compensation premium can be calculated.

Company Name: _____

Street Address: _____

City/State/Zip Code: _____

Authorized Signature: _____

Printed Name/Title: _____

Date Signed: _____

Payroll Client Number(s): _____

Policy Number: _____

Policy Inception Date: _____

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via fax at 570-820-7968 or e-mail at underwriting3@guard.com.**