



Dear Producer,

Saqqara Risk Inc. is a Managing General Agent (MGA) committed to providing exceptional service. Our team of knowledgeable, courteous, and dedicated professionals is ready to offer tailored solutions to meet your customers' needs.

If you are interested in partnering with us for your insurance requirements, please complete our appointment application and return it to: **Info@saqqararisk.com**

Please include:

- Signed Producer Application & Questionnaire
- License(s) for all applicable states
- Errors & Omission declarations page
- Completed W9 form
- Completed ACH form

We look forward to establishing a professional and mutually beneficial business partnership with you.

Sincerely,

Dan Matteoni
Saqqara Risk Inc.
info@saqqararisk.com



SAQQARA RISK INC.
Broker Questionnaire

Legal Agency Name: _____

DBA: _____

Mailing Address: _____ City: _____ State: _____ Zip code: _____

Physical Address: _____ City: _____ State: _____ Zip code: _____

Billing Address: _____ City: _____ State: _____ Zip code: _____

Email: _____ Telephone: _____ #of Employees: _____ # of Producers: _____

Agency Type: _____ SSN/ Tax ID: _____

Agency Ownership (please attach additional ownership information)

Owner #1 Name: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip code: _____

Owner #1 Name: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip code: _____

List of Managing General Agents (MGAs) with whom you place business:

Name: _____ Premium: _____ Years: _____

Name: _____ Premium: _____ Years: _____

Name: _____ Premium: _____ Years: _____

List of Carriers with whom you place business:

Name: _____ Premium: _____ Years: _____

Name: _____ Premium: _____ Years: _____

Name: _____ Premium: _____ Years: _____

Agency Contact Information

Name: _____ Email: _____ Telephone: _____

Have you or anyone in your agency been involved in any lawsuits related to insurance activities? ☐ No ☐ Yes

If yes, please provide an explanation:

Have you, your employees, or your agency been disciplined by any State Agency or Department of Insurance? ☐ No ☐ Yes

If yes, please provide an explanation:

Have any Errors & Omissions (E&O) claims been made in the past 5 years against the agency, its officers, partners, or owners?

☐ No ☐ Yes / If yes, please provide an explanation:

The applicant affirms that all statements made in this application, as well as any accompanying materials, are true and accurate representations. These statements are considered material to the acceptance of the risk(s) from brokerage by Saqqara Risk Inc., and the acceptance is based on the veracity of these representations.

☐ I have read and agreed to the terms and conditions of the above questionnaire

Owner Signature: _____ Printed Name: _____ Date: _____

Business Address: 151 Holly Lane, Zephyr Cove, NV 89448 I License #4033568

Mailing Address: 1420 Shaw Ave, Suite 102 #194, Clovis CA 93611

Message: Info@saqqararisk.com

PRODUCER AGREEMENT

This PRODUCER AGREEMENT is made and entered into as of [Date] _____ (the “Effective Date”) by and among **Saqqara Risk, Inc.**, a Nevada for-profit corporation with its principal place of business located at 151 Holly Lane, Zephyr Cove, NV 89448 (“Company”) and [Producer Name] _____, a(n) [Producer Entity Type] _____ company with its principal place of business located at [Producer Principal Address] _____ (“Producer”).

RECITALS

WHEREAS, Company is in the general business of insurance and is engaged in activities related thereto; and

WHEREAS, the Company has a business relationship with Saqqara Risk Inc. (“Saqqara”) (“Saqqara Risk”) and has the ability to place insurance coverage with Saqqara Risk carriers conditioned upon the insured or proposed insured meeting the underwriting criteria of such carriers; and

WHEREAS, Producer is engaged in the business of selling insurance and desires to contract with Company, on a non-exclusive basis, to place insurance with Saqqara Risk carriers.

NOW THEREFORE, for and in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Authorization.** Producer is authorized to submit to Company applications for insurance coverage or applications for renewal of existing insurance coverage subject to the terms and conditions of this Agreement. Producer has no power or authority to bind Company or to make, alter, vary, or discharge any policy contract, to waive, extend or alter any policy obligations or conditions, to issue endorsements or renew coverage, or to adjust or settle any claim.
- 2. No Agency, Non-Exclusivity.** Producer is not an employee, agent or authorized representative of Company. Company may enter into similar agreements with other individuals or entities, that provide services identical to or similar to those performed by Producer.
- 3. Warranties.** Each of Producer and Company represent and warrant to one another that it is properly licensed to transact and conduct insurance business in accordance with this Agreement. Producer shall supply a copy of any such licenses to Company upon its request. Producer shall comply with all applicable laws in connection with such insurance business, including applicable federal and state privacy laws. In the event any regulatory authority cancels or declines to renew the Producer’s license or certificate of authority, Producer must, within 7 days of its receipt of a notification from such regulatory authority, provide such notification to Company. Producer acknowledges and agrees that Producer, not the Company, shall be responsible for providing its insureds with proper advice as to the adequacy, amount, and form of insurance coverage. Producer also acknowledges that Producer may receive coverage proposals containing terms and conditions which are different than those requested by Producer during the application process. Producer acknowledges and agrees that it is Producer’s sole responsibility to review the terms and conditions of each coverage proposal and determine its suitability for Producer’s insured.

4. Acceptance of Applications. Company may, at Company's sole discretion, accept applications for insurance coverage or applications for renewal of existing insurance coverage submitted by Producer. Upon Company's receipt from Producer of an application for insurance coverage and subsequent approval by an insurance carrier, Company will request that Saqqara Risk and/or the insurance carriers that Saqqara Risk represents to quote and/or bind and/or place insurance coverage solely upon the basis of Producer's written requests and instructions. Company assumes and undertakes no legal or regulatory obligation or other responsibility regarding the suitability, adequacy, or appropriateness of any insurance coverage terms or conditions, all of which shall be the exclusive responsibility and obligation of Producer.

5. Commissions. Company will allow Producer commissions at such rates as are agreed to from time to time by the parties hereto. In the event of return premium becoming due for any reason whatsoever, Producer shall refund commissions to Company at the same rate at which the commissions were originally allowed. It is agreed that no commission will be paid on any policy fees added to the policy and in the event of cancellation, the policy fee will be fully earned.

6. Payment of Premium. Producer shall be liable to Company for all premiums, fees and taxes due, less commission, on the insurance policies issued as a result of the business produced pursuant to the terms of this Agreement, whether or not collected from the insured. If Producer extends credit to an insured it shall be at Producer's sole risk, and all premiums due shall be paid to Company when due, regardless of whether such premium due have been collected by Producer. Company shall provide an accounting on a monthly basis of all policies and premiums generated by Producer which the Producer shall pay within fifteen (15) days after the end of the month in which the business was bound. Producer shall be entitled to credit for any cancellations when proof of such cancellations satisfactory to Company has been furnished to Company. The Company shall not refund any premium to a premium finance company unless such premium was received by Company. In the event a financed premium is cancelled and the premium is refunded by the finance company, Producer shall promptly refund to Company any unearned premiums due.

7. Cancellation. No in force policy, binder or cover note will be canceled flat, unless at the request of the Company. Notwithstanding the return of an original policy, lost policy release or signed request from the insured for cancellation, cancellation shall not be effective until sufficient time has elapsed for proper notice to mortgagees, loss payees, certificate holders, public utilities, regulatory bodies and other like entities, in cases where such notice is required.

8. Notifications. Producer shall immediately notify Company in writing of any complaints, claims, claim-related inquiries, suits, notices of loss, or potential losses (including circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and shall cooperate fully with Company to facilitate the investigation and adjustment of any claim when and as requested by Company.

9. Advertising. Producer shall not cause any advertisement referring to or using the name of Company or any insurer, or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of Company. In the event Company sustains any loss, damages, fines, penalties, costs (including reasonable attorney fees and any investigative costs), expenses, or other liability (collectively, "Loss") arising out of any unauthorized advertisement, publication or statement of the Producer, the Producer shall be liable for such Loss and Producer will defend, indemnify and hold Company free and harmless from all such Loss.

10. Confidentiality. The parties to this Agreement hereby each represent and acknowledge to the other party that in the course of the performance of their respective obligations, it may make available to the other party certain information pertaining to its business and operations that is understood to be confidential and/or proprietary ("Information"). Each party agrees that as a condition to being provided

the Information, that neither party will use any Information except in connection with the performance of their obligations hereunder. Each party agrees not to disclose any Information to anyone other than employees, officers, directors, affiliates, and advisors of such party, that have a need to know, and to cause all such persons to abide by this Agreement. Each party agrees to be responsible for any breach of this Agreement by any of its employees, officers, directors, affiliates, and advisors.

The limits on use and disclosure will not apply to any Information which: (a) at the time of disclosure is generally available to the public or (b) which becomes generally available other than through a breach of this obligation of confidentiality.

In the event either party is requested or required by law, rule, regulation, court order, or other legal process to disclose any Information, the receiving party shall provide the disclosing party with prompt notice thereof, cooperate with any of the disclosing party's efforts to seek a protective court order or similar remedy, and in any event, disclose such information only to the extent the receiving party is so advised on the written advice of its counsel.

11. Audit Rights. During the term of this Agreement, and for a period of three (3) years following termination for any reason, Company or insurers, reinsurers and regulatory authorities, or such designated representative(s) of each shall have the right to audit and inspect Producer's books and records concerning the business to which this Agreement applies. Such right of audit and inspection shall be applicable during normal business hours upon reasonable notice to Producer. The costs of such audit and inspection, including the costs of making copies of relevant records, shall be borne by Company or insurer, as the case may be. However, any expenses incurred by Company or insurer for audits or examinations conducted by or on behalf of a regulatory authority as it specifically relates to the business produced under this Agreement shall be borne by Producer.

12. Insurance. Producer now has and shall maintain agent's professional liability (Errors and Omission) insurance coverage with a minimum aggregate policy limit of one million dollars (\$1,000,000) per claim and in the aggregate while this Agreement is in force and for a period of three (3) years following the termination of this Agreement.

With respect to both professional liability coverages, Producer will provide Company with written proof of the existence of such coverages and Producer will also provide Company with prompt written notice of any material change, lapse, cancellation or non-renewal of such coverages.

13. Expirations and Renewals. Producer shall control all expirations and renewals of insurance subject to this Agreement; provided, however, in the event that Producer fails to account for or to make payment of all amounts due to Company or the insurer, such expirations and renewals, including any future commissions relating thereto, shall become the property of the Company. Producer shall remain liable for all remaining amounts owed plus any expenses, costs and fees incurred in disposing of such expirations and renewals.

14. Term. This Agreement shall commence as of the Effective Date and may be terminated immediately, at any time, by either party giving written notice to the other. This Agreement will also terminate: (1) automatically, if any regulatory authority cancels or declines to renew the Producer's license or certificate of authority; (2) automatically, on the effective date of the sale, transfer, or merger of Producer's business with the provision that Producer may, subject to Company's written consent (in its sole discretion), appoint the successors as a Producer; or (3) immediately, upon either party giving written notice to the other of termination because of fraud, insolvency, failure to pay balances, or willful or gross misconduct.

Additionally, in the event Producer provides to Company a written notice of objection to an amendment as described below, Company may, in its sole discretion, elect to immediately terminate this Agreement.

15. Indemnification. Each party agrees to defend, indemnify and hold the other harmless for any Loss arising as a result of (i) any acts, errors or omissions by the indemnifying party in connection with the solicitation, negotiation, processing and/or placement of insurance under this Agreement, except to the extent that the party requesting indemnification caused or contributed to such Loss, or (ii) any violation of applicable law by the indemnifying party, including the failure to maintain appropriate licenses or certificates. The party suffering the Loss shall promptly notify the other of any Loss or action relating to such Loss. Producer understands that Company assumes no responsibility for any policy with regard to the adequacy, amount, form, terms or conditions of any insurance coverage and agrees to defend, indemnify and hold Company harmless from any claim asserted against Company in regards to the adequacy, amount, form, terms or conditions of any insurance coverage. Company is not an insurer and does not guarantee the financial condition of any insurer with whom it may place risks. Company shall have no liability for any non- payment of claims due to the insolvency of an insurer, or otherwise, under policies of insurance placed by Company.

16. Miscellaneous.

16.1 Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

16.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to that body of laws pertaining to conflict of laws.

16.3 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the federal or state courts located in the State of Nevada for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the federal or state courts located in State of Nevada, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

16.4 Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States; or (c) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed.

16.5 Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

16.6 Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

16.7 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof. This Agreement shall not be effective until signed by all parties hereto, including the Company.

16.8 Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

16.9 Amendment and Waivers. This Agreement may be amended by the Company by giving the Producer 90 days prior written notice of the revision(s). The amendment shall be deemed effective unless the Producer provides written notice of objection to the Company before the end of the 90 day notice period. The Producer shall have no right to amend this Agreement without the express written consent of the Company, which consent may be withheld in the sole discretion of the Company. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

16.10 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or other means of electronic delivery (including PDF delivery via electronic mail) and upon such delivery the facsimile signature or other form of electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

16.11 Expenses. Each party hereto shall pay its own expenses in connection with the transactions contemplated hereunder.

16.12 Specific Performance. Unless this Agreement has been terminated, each party to this Agreement acknowledges and agrees that any breach by it of this Agreement may cause any (or either) of the other parties irreparable harm which may not be adequately compensable by money damages. Accordingly, except in the case of termination, in the event of a breach or threatened breach by a party of any provision of this Agreement, each party shall be entitled to seek the remedies of specific performance, injunction or other preliminary or equitable relief, without having to prove irreparable harm or actual damages. The foregoing right shall be in addition to such other rights or remedies as may be available to any party for such breach or threatened breach, including but not limited to the recovery of money damages.

16.13 Costs of Enforcement. If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings against any other party to this Agreement, the non-prevailing party or

parties named in such legal proceedings shall pay all costs and expenses incurred by the prevailing party or parties, including, without limitation, all reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

SAQQARA RISK, INC.

Signature:

Title:

Printed Name:

Date:

PRODUCER NAME

Signature:

Title:

Printed Name:

Date:

If the PRODUCER is conducting business as an individual, they must personally sign this Agreement in their own name, rather than their PRODUCER company name. In the case of a co-partnership, the Agreement must be executed by the firm and each member in their individual capacity. For a corporation, the President must execute the Agreement. Additionally, the PRODUCER is required to attach a copy of their license, W9, Errors and Omissions (E&O) Policy, and Tax ID number to the Agreement.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Automatic ACH Commission Payment Authorization Form

Company Information

Company Name

DBA Business Name

Street Address

City

State

Zip

Main Accounting Contact Name

Phone

Email

ACH/AUTOMATIC CREDIT TO CHECKING ACCOUNT:

|: 123456789

|: 1234567890123

|: 1234

↑

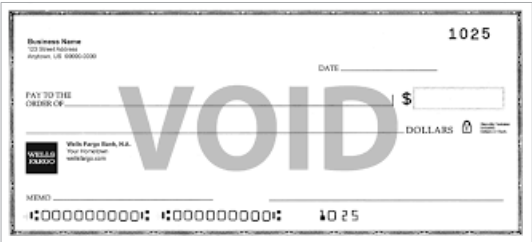
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Routing Number

Account Number

Check Number



Bank Information

Name of Bank

Name on Account

Routing Number

Account Number

**Please notify the accounting department if your banking account information changes*

Authorization

I hereby authorize Saqqara Risk Inc. to initiate a credit entry to my personal or commercial account at the depository named above. To correct a transaction error, Saqqara Risk Inc. is hereby authorized to initiate an adjusting debit or credit entry to my depository account after adjusting transaction notification.

I/We acknowledge that the origination of these transactions must comply with the provisions of the United States law. Processing bank member FDIC.

Name (Please Print)

Title

Authorized Signature

Date