



Safepoint Agency Agreement Package Checklist

- ☐ Agency Information Form
- ☐ Limited Producer Agreement
- ☐ Copy of Agent Producer License
- ☐ W-9 Form
- ☐ E & O Information Form
- ☐ Copy of Current E & O Dec Page
- ☐ Agency Direct Deposit Commission Form

Please complete and return all of the above documents to Marketing via email at twiasignup@safepointins.com or fax at 813-906-6473. We will be unable to process your appointment until all the above completed documents have been submitted. You will receive a confirmation email with your portal logon when your information has been processed. Thank you!

Questions: Marketing 877.858.7445, option 4

www.safepointins.com



Agency Information Form

Complete and return to: Marketing Department, Safepoint MGA, LLC. by email (twiasignup@safepointins.com) or fax to 813-906-6473. If you have any questions call 877-858-7445. Use a separate Information Sheet for each corporation or other business entity (please print clearly).

Date			
Agency Email Address			
Agency Website			
Agency Name	Phone		
Exact IRS Name if different from Agency	Fax		
Name above Street Address			
City	State	Zip	
County/Parrish			

Is the Agency Mailing address the same as Street Address above? If no, please complete the section below. ☒ Yes ☐ No

Mailing Address		
City	State	Zip

Which Agency Address appears on policies? ☒ Street Address ☐ Mailing Address

Other locations? ☐ No ☒ Yes (If yes how many? _____)

List all Agency owners and officers (For additional officers, attach a page to this Agency Information Sheet)

Name (First, MI, Last)	Officer Title (Pres, VP, etc.)	Email



Agency Information Form

Please list all licensed general agents, personal lines property & casualty agents and limited lines agents licensed with Texas Windstorm Insurance Association at this location. Attach a clear copy of each agent's license (For additional agents, attach a page to this Agency Information Sheet).

	Name	License No.	Email
Agent in Charge			
Agent #2			
Agent #3			
Agent #4			
Agent #5			

REQUIRED- please attach a current copy of the agency E&O Dec Page. You can attach additional documents here if necessary.

Please list contact info for any additional (non-licensed) representatives at this location:

Name (First, MI, Last)	Title	Email



Limited Agency/Company Agreement

Texas Windstorm Insurance Association
Assumption Program

Effective _____, this Agreement is entered into by and between **Safepoint MGA, LLC**, hereinafter referred to as "**Company**," on behalf of **Safepoint Insurance Company Inc.**, hereinafter referred to as "**Safepoint**," and _____ hereinafter referred to as "**Agent**."

RECITALS

1. Company is authorized by Safepoint to solicit all authorized coverages of Safepoint and to appoint insurance producers to solicit such authorized coverages on behalf of Safepoint.
2. Upon and subject to the terms and conditions contained in this Agreement, Company desires to authorize and appoint Agent to represent Safepoint for only those lines of business authorized by this Agreement.

The parties hereto mutually agree to the following:

I. TERMS AND RENEWALS

This Agreement shall be effective commencing at 12:01 A.M. on the _____ day of _____, 20____ (the "Effective Date") and shall remain in effect until terminated pursuant to Section X of this Agreement.

A. Authority of Agent. While this Agreement is in effect, subject to the terms and the conditions of this Agreement, the Company appoints the Agent as an agent for the Company in the authorized Territories listed in the Product Line and Commission Schedule (the "Product Line and Commission Schedule") attached hereto and incorporated herein, to:

- a. Solicit and assist in effectuating the Company's replacement contracts on policies assumed from the Texas Windstorm Insurance Association ("TWIA") at the time of the policyholders' respective expirations in TWIA and receipt of replacement policy offers from the Company and at each subsequent renewal thereof while the applicable policies and this Agreement remain in effect. This Agreement does not confer any authority to solicit or bind any other policies on behalf of the Company.
- b. Remit upon receipt all premiums received from Safepoint policyholders directly to Safepoint as directed by the Company and to direct all policyholders to pay all premiums directly to Safepoint as required by the Company's Direct Bill Program and the Company Documents.
- c. Accept policyholders' requests to cancel policies and to forward immediate written notice of such requests to the Company. Agent has no authority to initiate policy cancellations.

B. Independent Contractor Status. The Agent is an independent contractor and neither Agent nor Agent's employees, agents or representatives are employees of Company or Safepoint. Subject to the terms and conditions of this Agreement, the Agent shall be free to exercise Agent's own judgment as to the persons or entities from whom the Agent solicits insurance and the time, place and manner of such solicitations. Agent's workplace shall be of Agent's own choosing at a site other than the Company's premises. The Agent has exclusive control and responsibility to hire, supervise, and pay its employees or assistants and to select companies for which it acts as an agent. Agent warrants and represents that Agent is fully trained and appropriately licensed to perform pursuant to this Agreement and is not in need of any training by the Company. Agent is responsible for maintaining, during the Term of this Agreement, the appropriate license(s) in order that the Agent can lawfully perform pursuant to this Agreement. Agent is solely responsible for all costs and expenses incurred by the Agent in the operation of the Agent's business and the performance of services pursuant to the Agreement or otherwise.

The Authority of the Agent may be terminated, suspended or modified in accordance with Article X of this Agreement, or as otherwise stated herein.

II. DUTIES OF AGENT

The Agent agrees to:

- A. Notification to Company.** The Agent agrees to forward copies of all binders, endorsements or certificates issued by the Agent, and otherwise notify the General Agent in writing of all liability accepted not later than five (5) working days following the inception date of the coverage or the date of binding of such coverage, whichever occurs first.
- B. Claims Reporting.** The Agent agrees to report to the Company immediately, by calling the Company toll-free number as provided, notice of all claims, suits, and notices of loss, which come in the possession of, or become known to the Agent, and further agrees to cooperate with the Company to facilitate the investigation, adjustment, settlement and payment of any claim.
- C. Records.** Agent shall retain and maintain all original records of completed applications, binders, policies, certificates, endorsements and support documentation created, issued and/or collected by the Agent, of all liability accepted on the Company's behalf for minimum of five (5) years or such longer period as may be required by law. Agent shall ensure that all such records are kept confidential and disclosed only where required by law or by request of the Company or Safepoint. The Agent also agrees to:
 - a. Allow the Company or Safepoint to have access during normal business hours to the Agent's books, records and files for the purpose of determining any fact relative to business placed with the Company or Safepoint by the Agent and assist the Company or Safepoint in conducting such reviews. The Company or Safepoint shall provide the Agent with reasonable notice prior to any inspection.
 - b. Send the Company or Safepoint any and all records if requested by the Company or Safepoint with reasonable notice or upon termination of this Agreement.
 - c. Obtain signatures from insured(s) for all necessary documents including but not limited to insurance applications and acknowledgements of existing insurance, payments submitted, etc.

- d. All records of the Agent pertaining to the business of the Company or Safepoint shall be subject to inspection and audit at any time during or after the Term of this Agreement by representatives of the Company or Safepoint.
- D. Compliance with Laws.** Ensure that Agent's employees or independent contractors acting with respect to the Company's business are duly licensed and appointed where required and are subject to the Agent's oversight and control. The Agent agrees to fully comply with the Texas Insurance Code and all other applicable laws, regulations, rules and orders as may be communicated by any applicable legislative, regulatory or judicial entity or department.
- E. Guidelines and Manuals.** Agent shall perform its duties and obligations as set forth in this Agreement in accordance with the terms and conditions of the Underwriting Manuals, Policies and Procedure Manuals, Homeowners and Dwelling Policy Program Manuals, all agent or agency bulletins and other instructions provided by the Company or Safepoint (collectively referred to as the "Company Documents").
- F. Errors and Omissions.** Agent shall, at all times, maintain Errors and Omissions, general liability and motor vehicle policies in full force and effect, all providing coverage for Agent in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate. Agent's coverages as required by this paragraph shall be issued by insurers with at least an "A-" rating authorized and authorized to transact insurance in the State of Texas or by an eligible surplus lines insurer with at least an 'A-' rating. Agent shall continue to maintain such coverages with at least the same minimum limits and rating during the term of this Agreement. Proof of the coverages required by this paragraph shall be provided to Company upon execution of this Agreement and thereafter on the renewal of such policies. Company may terminate this Agreement immediately if Agent fails to provide written proof of such coverages or otherwise fails to maintain such coverages as required by this paragraph.
- G. Supplies.** At Agent's own expense, the Agent must have the electronic computer capability necessary to perform under this Agreement. The Agent agrees that if the Company furnishes Agent with any supplies (including, but not limited to, Company Documents, marketing materials or Company signs or banners) such supplies shall remain the property of the Company and shall be accounted for and returned by the Agent to the Company upon demand.
- H. Advertisements.** Refrain from identifying the Company or Safepoint or their respective logos, insignia or other property in advertising, publications or similar media, social media or websites owned by the Agent without the prior written consent of the Company.
- I. Privacy.** Agent shall implement and maintain adequate procedures to safeguard the confidentiality of personal financial information relevant to Company's and Safepoint's applicants and policyholders required by the Gramm-Leach-Bliley Financial Modernization Act ("GLB", 15 U.S.C. §6801 et seq.) and all applicable Federal and State provisions, including, but not limited to, those set forth in Texas Insurance Code Title 5 Chapters 601 and 602.

III. PREMIUM ACCOUNTING

The Agent and the Company shall comply with the following accounting procedures:

- A. General.** Unless otherwise directed, all premiums are to be collected pursuant to the Company's Direct Bill Program (as hereinafter defined). "Direct Bill Program" means the Company bills the policyholder directly for all premiums. The policyholder is directed to make all payments by check, money order, or credit card payable to the Company and mail them to the address contained in the Company's billing statement. Policyholders may also pay Direct Bill Program premiums by providing the Company with a premium finance agreement with a duly licensed premium finance company acceptable to Company , together with required down payment. A copy of all cancellation notices sent to insured by the Company shall be sent to the Agent prior to or concurrent with such mailing to the insured. Copies of mass mailings of public service, safety, or similar materials distributed by Company to policyholders shall also be furnished to the Agent prior to or concurrent with such mailing. Information required by this paragraph may be sent to the Agent through electronic transmission.
- B. Payments Made to the Agent.** Premium payments made payable to the Agent by policyholders are to be submitted to the Company without deduction for Agent's commission and are to be submitted to the Company immediately upon receipt. Any such premium payments received by Agent shall be held by Agent in fiduciary capacity as trustee to the Company.

IV. COMMISSIONS

It is agreed that:

- A. General.** Commission on policy premiums subject to the Direct Bill Program shall be paid to the Agent within twenty (20) days after the end of the month in which such premiums are received and recorded by the Company, subject to offset at the sole option of the Company, of any balances due from the Agent.
- B. Commission Rate.** As Agent's sole compensation for Agent's writing of insurance as authorized by this Agreement, Company agrees to pay commissions to the Agent in accordance with the rates and conditions set forth on the Product Line and Commission Schedule. The commission rate as shown on the Product Line and Commission Schedule shall remain continuously in effect during the term of this Agreement, unless revised (as described below). Agent shall be solely responsible for payment of compensation to Agent's employees, contractors, producers, subagents or other representatives and shall fully indemnify Company against any losses, liability or claims for compensation or other remuneration made by any employee, contractor, producer, subagent or representative.
- C. Revision of Commission Rate.** The commission rate may be revised by mutual agreement between the Company and the Agent, or by the Company after giving the Agent at least thirty (30) days advance written notice of the proposed revision and the effective date. The revision shall then be effective on the date specified in the notice without further action required by the General Agent or the Agent.
- D. Offset.** The Agent agrees any amounts due the Agent that are held by the Company , including undistributed commissions due, may at any time be applied to and constitute an offset against balances due to the Company from the Agent. Agent may not offset against any amounts Agent is required to pay Company under this Agreement any amounts that may be due Agent from Company. In the event of a breach by Agent of this paragraph,

Company may, without limiting any of its remedies under this Agreement, or at law, immediately terminate this Agreement upon notice to Agent.

- E. Refund.** Agent shall remit any unearned commissions paid by Company and; should Agent fail to remit or return to Company any unearned commissions, Company may retain commissions from other Agent policies accordingly. Agent's failure to remit unearned commissions in accordance with this Agreement will be cause for the immediate termination of this Agreement.

V. DESIGNATION OF AGENT BY POLICYHOLDER

If a conflict exists as to which Agent is authorized to represent an existing or prospective policyholder, the policyholder's written statement designating his or her agent shall be binding upon the Agent and the Company.

VI. AMENDMENTS

- A. General.** The parties agree that any changes in, or amendments to, this Agreement shall be by mutual agreement, evidenced by a written document signed by both parties, and each party further agrees to negotiate with the other party in good faith in pursuing such changes and amendments; provided, however, that the Company from time to time may change the commission rates set forth in the schedule to this Agreement upon thirty (30) days' prior written notice to the Agent. Changes to the commission rates will apply to new and renewal policies with effective dates following the notice period.
- B. Notice.** The Company shall give the Agent at least thirty (30) days' notice of intent to negotiate a change in, or amendment to, this Agreement before those changes shall go into effect.

VII. DUTIES OF THE COMPANY

- A. Policyholder Notices.** With regard to direct bill policies in force, the Company shall accept the responsibility for sending to the policyholder timely notices of cancellation and nonrenewal and changes made in the insured's policy as a result of changes in statutes, coverages, or forms, and for outlining any options available to the policyholder as a result of changes in statutes, coverages, or forms. Copies of all notices shall be sent to the Agent prior to or concurrent with mailing to the insured. The Agent should be identified as to whom to direct questions and requests for service.
- B. Company Documents and Forms.** The Company will prepare such documents and forms as may be required to produce the business contemplated herein. Such forms and documents shall be available to the Agent on the Company's Web-based systems and shall be utilized by the Agents pursuant to the Company Documents and other instructions provided by Company to the Agent.

VIII. INDEMNIFICATION

A. Indemnification by Company. The Company shall indemnify and hold the Agent harmless against all liability, including attorney's fees and costs of investigation and defense incident thereto arising as a result of (i) a Company act or omission, except to the extent the Agent has caused, contributed to or compounded such error; or (ii) failure of insured to receive notice of cancellation, nonrenewal, impairment of aggregate limits, or any other notice affecting coverage on Company billed business, where such notices are sent directly to the insured by the Company. The Company's obligation to indemnify shall be conditioned upon prompt notification by the Agent to the Company of any claim made or legal action brought against the Agent which is subject to indemnification as set forth above and the Company shall have the right to direct the investigation, settlement and defense of any such claim or action; provided, however, that Agent shall select counsel of recognized standing and competence reasonably acceptable to the Company and shall not enter into any settlement or consent to the entry of any judgment on behalf of the Company without the Company's written consent, which consent shall not be unreasonably withheld .. If the Agent fails to notify the Company pursuant to this Section, the Company's obligation to indemnify the Agent under this Section shall not apply.

B. Indemnification by Agent. The Agent shall indemnify, hold harmless, save and defend the Company against liability for damages (including reasonable expenses and legal fees) caused or resulting from any act or omission of the Agent or breaches of this Agreement except to the extent that the Company caused, compounded or contributed to the Agent's act or omission. The Agent's obligation to indemnify shall be conditioned upon prompt notification by the Company to the Agent of any claim made or legal action brought against the Company which is subject to indemnification as set forth above and the Agent shall have the right to direct the investigation, settlement and defense of any such claim or action; provided, however, that Agent shall select counsel of recognized standing and competence reasonably acceptable to the Company and shall not enter into any settlement or consent to the entry of any judgment on behalf of the Company without the Company's written consent, which consent shall not be unreasonably withheld. If the Company fails to notify the Agent pursuant to this Section, the Agent's obligation to indemnify the Company under this Section shall not apply.

IX. OWNERSHIP OF EXPIRATIONS

A. Ownership of Records. The use and control of expirations, including those on direct billed business, the records thereof, and the Agent's work product, shall remain in the undisputed possession and ownership of the Agent, and the Company shall not use its records of those expirations in any marketing method for the sale, service, or renewal of any form of insurance coverage, or other product which shall abridge the Agent's right of ownership, use, and control, nor shall the company refer or communicate this expiration information or work product to any other agent or broker; provided, however, that to ensure timely service to policyholders following terminations due to abandonment, neglect or similar circumstances, if the Agent does not notify the Company within thirty (30) days of termination of this Agreement of the Agent's intent to exercise possession of and control over the expirations, the Company may in its sole discretion renew or non-renew policies without obligation to the Agent therefore and make such arrangements as the Company in its sole discretion considers appropriate for the future servicing of the policies. During the thirty (30) day notice period (or until such earlier time as the Agent provides the notice contemplated by this provision), the Company may renew or non-renew such of the policies as it considers appropriate in its sole discretion.

B. Termination of Agreement. Notwithstanding anything contained in Paragraph A above, in the event of termination of this agreement, if the Agent has not then properly accounted for and paid all premiums to the company for which the Agent is liable, the use and control of such expirations including all right, title, and interest in and to the records thereof shall be vested in the Company as of the date of such termination. In the exercise of its right to collect any indebtedness due from the Agent through use and control of such expirations, the Company shall use reasonable business judgment in selling such expirations and shall be accountable to the Agent for any sums received which, net of expenses, exceed the amount of indebtedness. The Agent shall remain liable for the excess of the indebtedness over the sums received by the Company. Any indebtedness due from the Agent shall not prevent application of the ownership of expirations clause in favor of the Agent if the Agent furnishes collateral security acceptable to the Company in the amount of such indebtedness to be held by the Company until the indebtedness is satisfied. A difference of opinion with respect to balances owed by the Agent does not constitute a failure to pay and does not have the effect of vesting title to expirations in the Company.

C. Contractual Renewal Guarantees. Nothing in this section shall interfere with Safepoint's obligation to renew policies containing contractual renewal guarantees or which must be renewed pursuant to state law, regulation, or by order of government authority, and the agent shall be entitled to receive commissions on such policies at the prevailing rate of commission then in effect. Safepoint's obligation to renew for reasons set forth in this paragraph shall not in any other way alter or interfere with the Agent's ownership of expirations as provided in this section.

X. TERMINATION

A. Termination without Cause. This Agreement may be terminated without cause by either party upon sixty (60) days advance written notice.

B. Termination with Cause. This Agreement may be terminated for cause pursuant to the following provisions:

- i. **Breach.** If either party fails to discharge any its duties or obligations hereunder and, after the breaching party is given written notice of such failure to discharge said duties and obligations and such failure is not cured within thirty (30) days of the date of such notice, then this Agreement may be terminated as of the expiration of the cure period.
- ii. **Agent's Failure to Pay.** In the event the Agent is delinquent in either accounting or payment of monies due the Company, the Company may, by written notice to the Agent, immediately, without further notice, terminate the Agreement. Any costs incurred by the Company to collect monies owed the Company, including, not limited to attorney's fees, collection agency fees, and all related costs for trial and any appeal, shall be paid by the Agent.
- iii. **Certain Events.** Either party may terminate this Agreement immediately upon written notice to other party should (i) the other party voluntarily commence any type of proceeding seeking appointment of a trustee, receiver, liquidator, custodian, conservator or similar official of all or any substantial part of its property; (ii) should an involuntary or voluntary bankruptcy case or other proceeding be commenced against the other party, and should the other party

consent to any relief requested or, if any relief requested is not stayed or discharged within sixty (60) days; (iii), the other party make any general assignment for the benefit of creditors or fail generally to pay its debts as they become due; (iv) any judgment rendered against the other party remain unsatisfied for thirty (30) days or more without having been bonded by an authorized surety company admitted in the jurisdiction where the judgment is entered; (v) Agent be convicted of, or plead guilty or no contest to a felony or a crime involving moral turpitude, or fail to maintain all necessary licenses.

- iv. **Change in Control or Ownership.** Agent shall provide the Company with fifteen (15) days written notice of said Agent's intent to sell their agency. Upon change in control of the Agency for which the Agent works, whether a single transaction or a series of transactions, this Agreement shall immediately terminate and the Company shall retain the right to examine and evaluate a new Agency Company Agreement with the Agent. A change in control shall include, but not limited to, (i) if the Agency is a corporation, a sale or transfer of a majority of the issued and outstanding stock of the Agent; (ii) if the Agency is a proprietorship or partnership, a change in the managing partner or partners; (iii) a sale of the Agency assets used in the Agent's insurance business; (iv) a sale of the Agent's insurance business; or (v) a sale of all or a portion of the Agency's insurance book.
- v. **Regulatory Termination.** This Agreement shall terminate concurrently with the termination by any insurance regulatory body of the authority of the Company, or the Agent to act in accordance with the terms and conditions of this agreement.
- vi. **Death.** Death of the Agent, if the Agent is an individual.
- vii. **Abandonment, Fraud, or Misconduct by Agent.** Immediately upon any party giving written notice to the other party, in the event of abandonment, fraud, material breach of contract, gross or willful misconduct or bad faith on the part of a party. Gross or willful misconduct shall include, but not be limited to, (i) the failure of the Agent to pay any funds owing to the Company for any reason within ten (10) days after a request has been made by the Company; (ii) the misdirection or misappropriation of the funds or property of the Company by the Agent; (iii) the delegation or attempted delegation of any of the Agent's obligations and/or assignment or attempted assignment of any of the Agent's rights under this Agreement without the prior written consent of the Company.

XI. RIGHTS UPON TERMINATION

- A. Termination of Agent's Authority.** Except as otherwise provided herein, upon expiration or termination of this Agreement, all powers and authority of the Agent shall terminate immediately. However, if this Agreement is terminated as provided in Subsection X.A, immediately upon notification to the Agent of such termination, the Agent's authority granted under Subsection II.A is, and shall be deemed, revoked. The Agent, upon expiration or termination of this Agreement, shall not represent the Company or Safepoint, or have any power or authority to bind and may only submit applications and requests for endorsements in writing to the Company for prior approval. The Company reserves the right to exercise such approval or authorization at its sole discretion.

B. Continuing Obligations of Agent. After termination of the Agreement, the Agent shall perform those duties that the Company in writing directs the Agent to perform at the Company's request hereunder prior to termination of this Agreement. The Agent may continue to countersign endorsements that are sent after the termination to the Agent by the Company for countersigning; however, the Agent shall not countersign any endorsements that increase the Company's or Safepoint's liability or extend the term of any insurance policies without written authorization from the Company or Safepoint.

C. Non-Renewal of Policies. After the expiration or termination of this Agreement, all policies of the Agent will continue in force until the normal expiration dates unless the Company, in compliance with all applicable statutes and regulations, exercises its right to terminate such policies at an earlier date. The Company will issue the proper non-renewal notices on all policies subject to the requirements of the law.

XII. AGENT'S SUCCESSOR

A. General. The Agent may not assign or transfer the Agent's interest in this Agreement, whether voluntary, involuntary, by act of law or otherwise, except as set forth in this Section XII. The Agent's interest in this Agreement may be assigned to the Agent's successor or successors provided that the Company consents in writing to such assignment and that such successor or successors then meet the Company's requirements for appointment and agree to comply with the terms thereof. The Company is under no obligation to appoint the Agent's successor or successors.

XIII. CONFIDENTIALITY

A. Confidential Information. The term "Confidential Information" shall mean this Agreement, the Company Documents, and all data, trade secrets, business information and other information of any kind whatsoever that a party ("Discloser") discloses, in writing, orally, visually, or in any other medium, to the other party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of Company as Discloser, to Agent or its customers, employees, third-party vendors or licensors. Confidential Information includes information received or produced by a party about the usage of Agent's services by its customers and other consumers using its services and about their accounts ("Customer Information"). The obligations of this Section XIII shall not apply to information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser's Confidential Information; (iii) is or becomes known to the public other than by breach of this Section XIII; or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality.

B. Disclosure. Recipient shall not, and will cause its employees, officers, directors or agents, consultants, affiliates, and independent contractors to not disclose Confidential Information, including Customer Information, during or after the Term of this Agreement, other than on a "need to know" basis and then only: (i) to affiliates of Discloser; (ii) to Recipient's employees or officers; (iii) to affiliates of Recipient, its independent contractors, agents, and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section XIII; (iv) pursuant to the exceptions set forth in 15 U.S.C. 6802(e) and accompanying regulations, which disclosures are made in the ordinary course of business; and (v) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential

Information of the other party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the Discloser with no less care than it employs for its own confidential information of a similar nature that it does not wish to disclose, publish, or disseminate, but not less than a reasonable level of care. Upon expiration or termination of this Agreement, Recipient shall promptly return to Discloser all Confidential Information of the Discloser in the possession of Recipient, subject to and in accordance with the terms and conditions of this Agreement. The Recipient agrees that Confidential Information shall remain confidential and shall not be used or disclosed to any third party other than to perform the business of insurance as permitted by law and pursuant to this Agreement.

- C. Notification.** Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with Discloser's reasonable, lawful efforts to resist, limit, or delay disclosure. Such requirements shall include, but are not limited to, requests or demands for Confidential Information by bank or insurance examiners and regulators, or courts of competent jurisdiction.
- D. Cybersecurity.** Agent shall comply with Company's or Safepoint's policies and procedures regarding data and information security. Agent shall permit Company or Safepoint to evaluate the adequacy of Agent's cybersecurity practices to assess the adequacy of such practices. Agent agrees to provide notice to Company and Safepoint in the event of a Cybersecurity Event, defined as any unauthorized access to Confidential Information of Company or Safepoint, within 72 hours of discovery of such Cybersecurity Event. Company may immediately terminate this Agreement if Agent fails to comply with the terms of this Paragraph XIII.D.
- E. Breach.** As a breach of this Section XIII would cause the non-breaching party irreparable harm and injury, the non-breaching party may seek injunctive relief for any violation or breach of this Section XIII. This Section XIII shall survive termination or expiration of this Agreement.

XIV. ADDITIONAL PROVISIONS

- A. Solicitations.** The Company reserves the right to mail or deliver to any policyholder offers or solicitations that would enable the policyholder, upon application and payment of premium, to add one or more supplemental coverages to their policy as mutually agreed to by the Agent and the Company. Any premium generated by such offers shall be credited to the Agent in accordance with the commission schedule attached hereto as may be amended from time to time, provided that the Agent holds appropriate licenses and appointments for the lines of business transacted.
- B. Integration.** This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and supersedes and terminates any prior or contemporaneous agreements, whether written or oral, in which the Agent and the Company are parties, except that commissions earned under any prior agreements will continue to be paid. Agent will perform all acts proper to continue and service insurance written under any previous agreement and renewal of any business previously written under such agreement shall be deemed renewals under this Agreement.

- C. Agent Expenses.** The Company shall not be responsible for any costs or expenses incurred by Agent, whether on the Agent's own behalf or on the Company's behalf, unless such costs or expenses are approved in advance and in writing by the Company.
- D. Acts and Omissions.** Agent acknowledges and agrees that Agent is fully responsible for the acts and omissions of all persons, whether licensed or unlicensed, whom Agent employs, retains, or allows to transact or assist in the transacting of insurance under this Agreement as if those acts or omissions were those of the Agent.
- E. Schedules and Addendums.** All schedules, addendums of any kind or attachments to this Agreement shall be made part of this Agreement and shall be subject to all terms and conditions of this Agreement.
- F. Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflict of law provisions.
- G. Savings Provision.** In the event any provision of this Agreement is adjudged to be unenforceable, all remaining provisions shall continue in full force and effect.
- H. Notice.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein, shall be given in writing by certified mail, hand delivery, express overnight courier, facsimile or electronic transmission. All correspondence to the Agent will be sent to the latest address the Company has on file. Notices to the Company should be sent to:

**Safepoint MGA, LLC
12640 Telecom Dr.
Tampa, FL 33637**

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be duly executed by their corporate officers on the dates as indicated hereafter.

"AGENT" _____	"COMPANY" <u>Safepoint MGA, LLC</u> _____
By: _____	By: <u></u> _____
Title: _____	Title: <u>Chief Operating Officer</u> _____
Date: _____	Date: _____

PRODUCT LINE AND COMMISSION SCHEDULE

Effective Date of Schedule: _____

Subject to the terms and conditions of this Agreement and the Company Documents, the parties agree as follows:

The Company grants authority to Agent to solicit the following type(s) of insurance for business to be written in connection with this Agreement:

Wind Only Insurance to be issued by Safepoint Insurance Company in the State of Texas

COMMISSION SCHEDULE

As full compensation for Agent's writing of insurance as authorized by this Agreement, Company shall pay Commission to Agent in accordance with the following Commission Schedule.

PRODUCT LINE

Wind Only Program

COMMISSION RATE

Payable on Net Direct Written Premium*
(SEE BELOW) on policies as defined and
required by the Company's Program
Manual.

*For purposes of this Agreement, Net Direct Premium means gross direct premium on new policies, renewal policies and endorsements, excluding fees, assessment and surcharges, less all premium refunds and returns to policyholders from cancellations and endorsements.

AUTHORIZED TERRITORY:

Risks located within the State of Texas

Commission payable on collected net direct premium under this contract applies as provided below:

WIND ONLY COMMISSION	New Business: 16%	Renewal: 16%
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Schedule "B"

INTERNET AND PASSWORD AGREEMENT

This Schedule "B" is attached to and by reference made a part of the **Agency Company Agreement** ("**Agreement**") between **Safepoint MGA, LLC** ("**Company**"), and _____ ("**Agent**"). This Schedule is effective as of the Effective Date of the Agreement.

It is mutually understood and agreed as follows:

1. Agent acknowledges and is aware that it is provided with limited access to certain websites and web-based systems owned and/or operated by the Company and/or Safepoint Insurance Company. Agent's access to any such websites and web-based systems shall be limited to the ability to view all business written by the Agent pursuant to this Agreement. Agent's password for such website shall be determined once this Agreement is in effect.
2. Agent shall only permit licensed and appointed employees to utilize such internet services. Agent represents and warrants that each employee is a licensed and appointed agent or customer service representative.
3. Agent shall be responsible for supervision of all of its employees in order to ensure full compliance with the terms of this Agreement, including this Schedule B.
4. Agent shall be, and shall ensure that all employee are, in compliance with all terms and conditions that may be established from time to time by the Company and/or Safepoint Insurance Company for the use of any internet services.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Peace of Mind Starts Here.

Agency E&O Renewal Information

Our records indicate that your Agency E&O policy we have on file has expired.
Please complete the following information necessary to update your agency's records:

Date	
Agency Name	
Agency FEIN	
E&O Carrier Name	
E&O Policy Number	
E&O Expiration Date (MM/DD/YYYY)	

Please upload a copy of your E&O declarations page:

☐ Please check box if this E&O policy covers all agency locations

Signed by: _____

If you have any questions, please contact SafePoint Insurance Marketing Administration at (877) 858-7445, Option 3 or via email at marketing@safepointins.com.



Personal Lines Direct Deposit Authorization Form

Agency Information

Agency Name	
Agency Address	
Agency ID Number	
Federal ID Number	

I hereby authorize Safepoint MGA, LLC. to initiate credit entries* (direct deposits) to my agency checking account indicated below.

This authorization is to remain in full force and effect until Safepoint MGA, LLC. has received written notification from me of its termination in such manner as to afford the company and named bank a reasonable opportunity to act on it.

It is the agent's responsibility to verify that funds transferred to his/her account are available for disbursement. Safepoint MGA, LLC. is not responsible for any bank fees incurred because of an agent's failure to verify deposited funds.

Banking Information

Financial Institution	
ABA Transit/Routing Number	
Account Number	
Account Name	
Authorized Account Signature	
Date of Signature	

*Note: If any of the above bank information should change, it is the responsibility of the agent to update Safe-point MGA, LLC. immediately upon changes.

*Please be advised some financial institutions use a different ABA/wire transfer number. Please ensure you are providing the ABA Transit/Routing number.

Return completed forms to: Marketing Department, Safepoint MGA, LLC. by email (marketing@safepointins.com) or fax to 813-906-6473.