

## LIMITED AGENCY AGREEMENT

This Limited Agency Agreement ("Agreement") is entered into by and between Independent Market Solutions, LLC, with its principal place of business at \_\_\_\_\_ (the "Agency") and National General Management Corp., with its principal place of business at 5630 University Parkway, Winston-Salem, North Carolina 27105, for and on behalf of its affiliated insurance companies (collectively, "Company") as of 11/12/2019 (the "Effective Date").

The Agency and Company are described herein each as a "Party" and collectively, as the "Parties."

### RECITALS

Company is affiliated with insurance companies that provide insurance products to the public;

Company acknowledges that the Agency is jointly owned by state associations of insurance agents and brokers ("Sub-Producers"), and that the Agency's sole purpose is to provide insurance market access to Sub-Producers; and

Agency desires to offer certain of the products in the Territory, namely, those specified in Exhibit A, as amended from time-to-time (collectively, "Subject Business") to its customers; and

Company wishes to engage Agency for purposes of providing, through its affiliated insurers ("Underwriters") Subject Business.

Given the nature of the Agency's business, Company and Agency have agreed to attach and incorporate Addendum A hereto.

In consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Company hereby appoints Agency as an agent for the Underwriters and Agency accepts the appointment subject to the following terms and conditions:

### ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms have the meanings ascribed to them by this Article. Terms used in this Agreement that are not specifically defined shall have the meaning(s) commonly ascribed to them.

- 1.1. **"Affiliate"** means a Person that controls, is controlled by, or is under common control with another Person. For purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of such Person, whether through direct or indirect legal ownership of its voting securities or by contract or otherwise. Control shall be conclusively presumed to exist where any Person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing more than 10% of the voting securities of any other Person.
- 1.2. **"Compensation"** means any compensation payable by Company to the Agency pursuant to Article 6.
- 1.3. **"Consumer"** means an individual who is insured by the Subject Business as a named insured or additional insured whose information is made available to the Agency by the Agency's customer(s) for purposes of providing the Products.

- 1.4. **"FCRA"** means the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, as amended by the Consumer Credit Reporting Reform Act of 1996, by the Fair and Accurate Credit Transactions Act of 2003 or as otherwise amended from time to time.
- 1.5. **"GLBA"** means the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. § 6801 *et seq.*, as amended from time to time, and all applicable federal and state regulations promulgated thereunder or of similar scope.
- 1.6. **"Effective Date"** has the meaning set forth in the preamble.
- 1.7. **"Law"** and **"Laws"** mean and include all applicable federal, State and local statutes, ordinances, court orders, court decisions, regulations and other rules of law and PCI-DSS.
- 1.8. **"PCI-DSS"** means Payment Card Industry – Data Security Standard.
- 1.9. **"Person"** and **"Persons"** mean and include individuals, corporations, partnerships, limited liability companies and other legal entities or unincorporated associations.
- 1.10. **"Product"** and **"Products"** mean the insurance products described in the preamble as comprising those insurance coverages included within Subject Business and specifically listed in Exhibit A, attached to and incorporated in this Agreement, which are issued by or through authority granted hereunder by Company.
- 1.11. **"State"** and **"States"** means and include all 50 states of the United States of America and the District of Columbia.
- 1.12. **"Territory"** means all States in which Agency and the relevant Sub-Producer(s) have been appointed by the Underwriters as an agent of the Underwriters.
- 1.13. **"VCCLEA"** means the Violent Crime Control and Law Enforcement Act of 1994, 18 U.S.C. §§ 1033, 1034, as amended from time to time.

## ARTICLE 2 PRECONDITIONS OF AGREEMENT

- 2.1. As a precondition to entering into this Agreement, Agency represents and warrants that:
  - 2.1.1. The Signatory is the Agency or, if Agency is a legal entity, an individual authorized to sign and complete agreements on Agency's behalf.
  - 2.1.2. The Signatory has not committed any violations of any state insurance law; and
  - 2.1.3. The Signatory has not been convicted of, pleaded guilty to, or pleaded no contest to any felony offense.
- 2.2. The Signatory acknowledges that Company and the Underwriters reserve the right to declare this Agreement void or may choose to terminate this Agreement, at its sole discretion, if any of the preconditions set forth in Section 2.1 above are inaccurate.

## ARTICLE 3 AUTHORITY AND DUTIES OF AGENCY

### 3.1. **Independent Contractor.**

Agency is an independent contractor and not an employee of Company or the Underwriters. The Agency shall be free to exercise his own judgment as to the Persons from whom he shall solicit insurance and the time, place and manner of such solicitations. The Agency shall have the exclusive

control of its and its employees' time, the conduct of his agency and the selection of companies it will represent.

### **3.2. General Authority, Duties and Obligations of Agency.**

3.2.1. The Agency is authorized on behalf of Company, during the term of this Agreement to take actions set forth below only in such State(s) within the Territory as the Underwriters have appointed Agency:

- a. Solicit and receive proposals for Products covering only such classes of risks as Company may, from time to time by letter of instructions, rating software, underwriting guide or other written instructions, authorize the Agency to write, it being understood that Agency may bid coverage for individual risks under master policies providing coverage under the Products ("Master Policies") and that only Company has authority to issue Master Policies;
- b. Collect, receive and receipt for premiums;
- c. Issue binders, policies, endorsements and similar documents as authorized by Company;
- d. Administer all customary, usual and/or necessary services to assist the policyholder and Company which may include, but are not limited to, processing of endorsements, collection of premium payments and answering general questions concerning a policyholder's account that the Agency has the full knowledge and authority to answer;

3.2.2. Agency may issue insurance coverage as of the effective date of exposure of the individual risk or property to be insured, even if such date precedes the date of issuance, provided Agency complies with Law in so doing. Subject to Company's binding rules, the inception date of any policy issued may not be prior to the completion of the appropriate application, if any is required, with all required signatures. Agency shall cancel coverage in accordance with Company's underwriting guidelines or as otherwise instructed by Company.

3.2.3. At Company's request, Agency shall forward to Company copies of all applications, certificates, endorsements, and binders issued by Agency, or otherwise notify Company in writing or via an electronic medium approved in writing by Company of all liability accepted.

3.2.4. Agency has no authority to permit a Sub-Agent not duly appointed by Company to bind Company on a risk.

3.2.5. Agency shall maintain errors and omissions insurance, with coverage limits of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) in the aggregate and a deductible not to exceed twenty-five thousand dollars (\$25,000), issued by an insurer rated "A" or better by A.M. Best. Agency shall furnish Company copies of the policies upon request.

3.2.6. Agency shall not charge a prospective insured or insured any policy fee on behalf of the Underwriters unless such fee is prescribed in the Underwriter's underwriting guidelines or other written instructions. However, nothing in this Section 3.2.6 shall prohibit the charging of fees on behalf of Agency for services rendered solely by the Agency to an insured and specifically authorized by Laws. Company will not honor inaccurate quotes derived using a third party software program, including but not limited to comparative rater, unless required by law. Any discrepancy in a quoted premium where the quote is

derived using a third party software program will be resolved using the rates and software published and provided by Company. In addition, unless expressly authorized in writing by Company, Agency shall have no authority to issue financial responsibility filings, certificates of insurance, filings with any state or municipal agency, policies, endorsements, renewal notices, or cancellation notices, to adjust, investigate, or settle claims. Agency shall not give the Underwriters' rates, rules and applications to any third party including, but not limited to, other agents, agencies, brokers or solicitors unless expressly authorized in writing by Company. Agency shall not assign or grant any of Agency's rights or obligations under this Agreement to any agent, subagent, broker or solicitor without the express written consent by Company, which consent shall not be unreasonably withheld, conditioned or delayed. The Company's appointment of "Sub-Producers," as defined in Addendum 1 to this Agreement shall be conclusive evidence of Company's consent to Agency as described in the preceding sentence.

### **3.3. Company Supplies and Property.**

It is agreed and understood that all Company supplies, underwriting guides, forms, policies, software, promotional materials and any other property furnished to the Agency by Company shall at all times remain the property of Company and shall be accounted for and returned by Agency to Company or its representative upon demand or automatically upon termination of this Agreement. Agency shall not give, sell, transfer or assign any Company or Underwriter property or a copy of any Company or Underwriter property to any third party without the prior written consent of Company. Agency may broadcast, publish and distribute materials referring to Company or the Underwriters and to the Subject Business and the Products; *provided however*, that Agency must first secure Company's written authorization with respect to any such materials that were not prepared by Company.

### **3.4. Record Retention.**

Agency shall maintain complete and accurate records on all insurance transactions conducted under this Agreement. Such records shall include, without limitation, all signed applications, endorsements, selections or rejections of optional coverage under any policy or renewal written hereunder, records of all coverages offered and explained, all documents which served as the basis of determining a policyholder or prospective policyholder's qualification as an eligible risk under State or Company or Underwriters' guidelines, all documents and language required by the State in which the policy is issued, all documentation required to support premium discounts, all powers of attorney, and all correspondence to or from the insured or Company which pertains to a specific policy. Records containing such documents may be retained in electronic form, *provided, however*, that such electronic records must be durable, retrievable, legible and incapable of alteration, and shall be maintained in a format reasonably acceptable to Company. Such records, whether maintained in paper or electronic form, shall be retained by Agency for a period of at least five (5) years from the expiration date of the policy (or, if coverage was never bound, from the date on which the policy quote was rejected). Should Law require records containing such documents to be retained for a period longer than five (5) years, Agency shall comply with the State requirement, subject to any "legal hold" notice from Company. All records of Agency pertaining to the business of Company shall be open for review and inspection by a representative of Company for purposes of determining commissions owed by or due to Agency, or in connection with any claims investigation, or to ensure compliance with all Company guidelines and applicable Law. Provided that Agency has not violated any terms of this Agreement, Company shall conduct the inspection during Agency's normal business hours. If Agency has violated any terms of this Agreement then Company may request, and Agency shall agree to, an immediate inspection of all records pertaining to Company business written through Agency.

### 3.5. Licensing.

Agency shall be responsible for securing and keeping in effect the required license for Agency (individual and/or corporate) and Agency's officers, employees and solicitors, as well as all Sub-Agents, and Agency shall not solicit or permit any Sub-Agent to solicit any lines of insurance unless Agency and, as applicable, the relevant Sub-Agent, has the required license to do so. Agency agrees that all activities to be performed by Agency under this Agreement shall be performed by employees of Agency and those of Sub-Agents, and in compliance with all applicable Laws. Company, prior to Agency submitting business to Company, shall also appoint each individual employed by Agency or the relevant Sub-Agent that handles Company's business and is required by Law to be so licensed and appointed. Agency shall promptly notify Company of any changes in the status of a licensed insurance producer employed by Agency or any Sub-Agent, or employee thereof, and appointed by Company, including without limitation an individual producer's (1) new hiring by Agency or (2) separation of employment from Agency or (3) change in name. Agency shall comply and contractually require all Sub-Agents to comply with all underwriting guidelines communicated to Agency in writing by Company or the Underwriters, and shall cooperate in the investigation of all claims arising under policies procured by Agency. Agency shall report all losses to Company immediately after Agency becomes aware of them, and shall forward any lawsuits or complaints to Company immediately.

### 3.6. FCRA / GLBA / VCCLEA.

3.6.1. As a condition precedent to entering into this Agreement Company shall have the right to conduct background checks on all officers, employees, agents and servants of Agency and all relevant Sub-Agents to verify their trustworthiness. In addition, Company may, at its option, conduct an annual audit of Agency, all Persons employed by Agency, each Sub-Agent and employee thereof and appointed by Company or the Underwriters (either directly or through their affiliation with the Agency or the relevant Sub-Agent) as well as all persons appointed by Company and authorized by Agency to solicit insurance on behalf of Agency. Agency understands in connection with these background checks that (1) Company may obtain consumer reports (which may include a credit report, credit score or criminal history report) or personal or privileged information from third parties and Agency grants Company the authority to do so, (2) in certain circumstances, such information as well as other personal privileged information subsequently collected by Company may be disclosed to Company affiliated third parties or to Underwriters and other third parties, as required by Law or regulatory authority, without Agency's permission; (3) upon Agency's written request, within a reasonable time period, Company will inform Agency whether or not a consumer report was requested and the name and address of the Consumer Reporting Agency that furnished the report; (4) Company may request and utilize subsequent consumer reports on Agency for the purposes set forth in this Section 3.6.1 without Agency's prior authorization.

3.6.2. Agency agrees to comply and to require all Sub-Agents to comply with all applicable Laws relating to the use of consumer reports (which may include but are not limited to Motor Vehicle Reports, C.L.U.E. Reports, Credit Scores, Credit Reports, etc.) including FCRA.

**FCRA provides that any person who knowingly and willfully obtains information on a consumer from a Consumer Credit Reporting Agency under false pretenses shall be fined under Title 18, or imprisoned not more than two years, or both.**

3.6.3. Agency agrees to hold in strict confidence all credit card information and any other non-public personal information (as such is defined by applicable Law) concerning a policyholder or potential policyholder, consumer or customer (as defined by applicable

Law), insured, applicant or potential applicant received by Agency on behalf of Company, to comply with all Laws with regard to the use and protection of such information including, but not limited to, FCRA, GLBA and PCI-DSS and not distribute, disseminate or reveal any such non-public personal information to any other party, other than Company, the Underwriters or their authorized representative, except as permitted or required by Law.

- 3.6.4. Agency certifies, to the best of its knowledge, that neither Agency nor anyone employed by Agency and appointed by Company (either directly or by reason of his/her affiliation with Agency) nor anyone appointed by Company and authorized by Agency to solicit insurance on behalf of Agency has been convicted of a felony or pleaded guilty or nolo contendere (no contest) to a felony involving a crime of dishonesty or breach of trust as defined and governed under VCCLEA. If Agency becomes aware of such, it agrees to notify Company immediately if Agency, anyone employed by Agency and appointed by Company (either directly or by reason of his/her affiliation with Agency) or any person appointed by Company and authorized by Agency to solicit insurance on behalf of Agency, has been convicted of a felony or pleaded guilty or nolo contendere to a felony as noted above.
- 3.6.5. Agency shall notify Company immediately in the event of any security breach or unauthorized release or use of, or access to, policyholders' personal information. Such notice shall include the date and time of such event, the scope and extent of personal information involved, and the actions taken by Agency in response to the event.

#### **ARTICLE 4 DUTIES OF COMPANY**

##### **4.1. General Authority, Duties and Obligations of Company.**

Company has the authority and reserves the right to:

- 4.1.1. Expand, restrict, or modify, in writing, any part or all of Agency's authority to represent Company and the Underwriters hereunder.
- 4.1.2. Change the underwriting requirements or guidelines for the Products upon advance written notice to Agency, specifying the effective date of any such change.
- 4.1.3. Contact, or use or allow any third party to contact, any Person insured by the Underwriters, or who has applied to be insured by the Underwriters, to:
- a. Provide customer service to any Person;
  - b. Request, receive, or verify any information related to any Person;
  - c. Notify the insured of, and collect premiums due on, any policy or renewal; or
  - d. Change the terms of the policy or renewal.
- 4.1.4. Access and use information regarding policies and renewals, including the expiration information, for the purposes set forth in Section 4.1.3 above, market research, product development, regulatory compliance, determining Agency's compliance with the provisions of this Agreement, or any other purpose not inconsistent with Section 4.2 below.

##### **4.2. Use of Agency's Records.**

Unless authorized by Agency in writing, Company shall not use or permit the use of its records of business placed by Agency under this Agreement to solicit individual policyholders for the sale of other lines of insurance

**4.3. Cancellation and Reinstatements.**

Unless otherwise stipulated in writing by Company, it is agreed that when Company or the Underwriter cancels a policy, or in any other situation where a premium debt remains owing, Agency cannot reinstate coverage without prior approval of Company.

**ARTICLE 5  
INDEMNITY**

- 5.1. Company shall indemnify and hold Agency harmless against any claims, liabilities, losses, damages, judgments, actions or costs of defense which Agency may become obligated to pay as a result of loss to policyholders or potential policyholders, caused by an error of Company or caused by Agency following Company instructions or procedures, or any action of Company which is in violation of any Law, except to the extent that Agency is determined to have substantially caused, contributed to, or compounded such violation or error, or Agency has failed to fully comply with applicable Law or Company or Underwriter written instructions or procedures. Company shall also reimburse Agency for any legal or other expenses reasonably incurred by Agency in connection with investigating any such liabilities.
- 5.2. Agency shall indemnify and hold harmless Company and the Underwriters (as applicable) against any claims, liabilities, losses, damages, judgments, actions or costs of defense which Company may become obligated to pay as a result of any violation of this Agreement, any violation of Company's or the Underwriters' written underwriting guidelines by Agency, any act of Agency outside the scope of authority granted to Agency by Company under this Agreement or any action of Agency which is in violation of any Law, except to the extent that Company is determined to have substantially caused, contributed to, or compounded the violation, act or error. Agency shall also reimburse Company for any legal or other expenses reasonably incurred by Company in connection with investigating or defending any such liabilities. Moreover, Agency shall, in each contract with Sub-Agents, designate Company as a third-party beneficiary of such contract.
- 5.3. The obligation of either Party (in each case, the "Indemnitor") to indemnify the other (the "Indemnitee") pursuant to Section 5.1 or 5.2 above, as applicable, shall be conditioned upon prompt notification by the Indemnitee to the Indemnitor of any claim and/or legal action brought against the Indemnitee that is subject to indemnification as set forth above. The Indemnitor shall have the right to participate in the investigation or defense of any such claim or action but shall not assume full defense of any action filed without the consent of the Indemnitee, which consent shall not be unreasonably withheld where the sole relief sought by the claimant is monetary damages and all related claims against the Indemnitee are dismissed with prejudice. If the Indemnitor assumes full defense of any action filed, the Indemnitor shall not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with such action. If the Indemnitee fails to promptly notify the Indemnitor of any action or fails to cooperate fully with the Indemnitor in the defense of such action, the Indemnitor shall be relieved of its indemnification obligations hereunder.

**ARTICLE 6  
COMPENSATION**

- 6.1. Company agrees to pay to the Agency commissions in accordance with Exhibit B, attached to and incorporated in this Agreement.
- 6.2. Agency agrees to comply with all legal and regulatory requirements regarding disclosure to Agency's customers of any and all compensation Agency may earn under this Agreement, as well

as any further directives regarding disclosure that Company may provide Agency during the term of this Agreement.

#### ARTICLE 7 PREMIUM COLLECTION

- 7.1. Agency shall collect and remit to Company all premium on new and renewal business within the time period set forth from time to time by Company.
- 7.2. Agency shall establish one or more fiduciary trust accounts for the sole benefit of the Underwriters at a bank satisfactory to Company, the deposits of which are insured by the Federal Deposit Insurance Corporation (the "Trust Account"). The Trust Account may be a "consolidated" trust account whereby premiums for multiple insurers, including the Underwriters, may be deposited. Funds received by Agency shall be deposited immediately by Agency into the Trust Account.
- 7.3. For purposes of this Agreement, funds to be deposited into the Trust Account(s) shall be: (i) all premiums and other amounts actually received by Agency and (ii) all amounts of the premium, surplus lines or similar taxes, and Agency hereby agrees to remit to Company all such funds in accordance with the provisions of this Agreement.
- 7.4. Within ten (10) days after the end of each calendar month, Agency shall transmit by electronic means to Company an accounting of (i) all funds deposited in the Trust Account since the immediately prior Payment Date and (ii) any and all fees disbursed to Agency. On each Payment Date, Agency shall remit to Company pursuant to wiring instructions provided by the Company all funds.
- 7.5. All funds held in the Trust Account shall be held in a fiduciary capacity by Agency.
- 7.6. Any interest earned on the funds in the Trust Account shall be the property of Company.
- 7.7. No later than the second (2<sup>nd</sup>) Business Day following Company's month-end system calendar close of each calendar month, during the term of this Agreement (the "Reconciliation Date"), Agency shall submit to Company a written reconciliation of all transactions under this Agreement occurring since the immediately prior Reconciliation Date using the form provided by Company.
- 7.8. Should any renewal, additional or endorsement premiums on business written pursuant to this Agreement come into Agency's possession, the Agency shall remit such premium in gross to Company in the usual course with other premium collections.

#### ARTICLE 8 OWNERSHIP OF EXPIRATIONS

- 8.1. While this Agreement is in effect, or in the event of termination or expiration of this Agreement, provided Agency has promptly accounted for and paid and continues to pay over all monies for which it may be or may become liable to Company or the Underwriters, Agency's records, use and control of expirations shall remain the exclusive property of Agency and be left in its undisputed possession; otherwise, the records, use and control of expirations shall be vested in Company. The amount owed to Company shall constitute a lien against the value of the expirations. If in disposing of such records and expirations Company does not realize sufficient funds to discharge in full Agency's indebtedness to Company, Agency shall remain liable for the entire balance of such indebtedness. Any payment received by Company for these expirations in excess of such indebtedness, less any expense of disposing of such records and expirations, shall be paid to Agency.



- 8.2. Should there be a difference of opinion as to the extent of Agency's liability to Company, such difference of opinion shall not prevent application of the ownership of expirations clause in Paragraph 8.1 to be in favor of Agency, provided that Agency promptly pays the undisputed portion of such liability to Company and furnishes collateral security acceptable to Company in the amount of the disputed portion, to be held by Company until the difference is resolved.
- 8.3. All use and control of the expirations shall be surrendered by Agency and vested in Company upon any of the following events or occurrences:
- 8.3.1. Agency or the Sub-Producer, as defined in Addendum 1, abandons its business;
- 8.3.2. Agency's license to produce insurance in the Territory is revoked. For purposes of this Section 8.3.2, a license shall be deemed to have been "revoked" if the issuing authority has suspended the license or if such license has been allowed to expire, and such license has not been reinstated within thirty (30) days following such suspension or expiration, as applicable.
- 8.3.3. Company terminates this Agreement because of Agency's fraud or gross or intentional misconduct.

#### ARTICLE 9 TERM AND TERMINATION


- 9.1. This Agreement shall terminate:
- 9.1.1. By mutual agreement.
- 9.1.2. Upon any public authority suspending, revoking, canceling or declining to renew Agency's license or certificate of authority.
- 9.1.3. Upon either Party giving sixty (60) days' advance written notice to the other. Notwithstanding the foregoing, if State Law prohibits the Parties from mutually agreeing to make this Agreement terminable by either Party immediately upon notice to the other, then termination pursuant to this Section 9.1.3 shall be effective on the first date following such notice as is permitted by Law.
- 9.1.4. Subject to requirements imposed by Law, if this Agreement is terminated as provided in Section 9.1.3:
- a. All provisions of this Agreement shall remain in force and effect, except the authority granted to Agency under Section 3.2.1, Paragraphs (a) and (c), until all insurance policies in force at the time of termination have expired or been terminated and all premiums thereon have been collected.
- b. Agency is authorized to issue and countersign appropriate endorsements on policies in force, except that such endorsements shall not extend the term of any insurance policy or contract without Company's prior approval.
- c. Company shall continue to provide to the policyholders all normal and appropriate services on all in force insurance policies or contracts without interruption.
- 9.2. If Agency is delinquent in either accounting or payment of monies due to Company, then Company may, by written notice to Agency, immediately terminate, suspend, or modify any of the provisions of this Agreement.
- 9.3. Agency agrees to give thirty (30) days advance written notice to Company of any proposed sale or transfer of Agency's business, or any part thereof, or of its consolidation or merger with a successor




- 12.8. **Captions and Headings.** All captions and headings in this Agreement are for the convenience of the reader only, and do not affect the substance of the sections and articles to which they refer.
- 12.9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 12.10. **Except as otherwise expressly provided herein, this Agreement may not be amended unilaterally by either Party. Any changes to this Agreement shall be set forth in a separate addendum which will serve as an amendment and will only become part of this Agreement upon execution of the addendum by both Parties.**

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**NATIONAL GENERAL MANAGEMENT CORP. ("COMPANY")**

By:   
Title: Peter Rendall, COO

**INDEPENDENT MARKET SOLUTIONS, LLC ("AGENT")**

  
By: Richard Sweat  
Title: Agent in Charge

**EXHIBIT A  
PRODUCTS**

Agency shall have authority under the Agreement to solicit and sell the following Products, all subject to the terms of the Agreement:

**PRIVATE FLOOD INSURANCE IN THE STATE OF FLORIDA  
FLOOD INSURANCE WRITTEN THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM**