

FLORIDA PRODUCER AGREEMENT

This Producer Agreement (this "Agreement") is made and entered into between **Service First Insurance Group, LLC** ("MGA") and Independent Market Solutions, LLC ("Agent").

A. TERM OF AGREEMENT. This Agreement shall be effective as of February 1, 2024, and shall continue until terminated pursuant to the provisions set forth in Section H below.

B. APPOINTMENT, AUTHORITY AND INDEPENDENT CONTRACTOR STATUS OF AGENT.

1. **Appointment and Authority.** While this Agreement is in effect and subject to the terms and conditions of this Agreement, MGA appoints Agent as an agent for Cypress Property & Casualty Insurance Company ("Insurer"), within the approved territory identified in the Schedules to this Agreement, to act as follows:
 - a. Agent is authorized to solicit and submit applications, to issue and deliver binders, endorsements and other evidence of insurance that Insurer is licensed to write, as authorized in the Schedules to this Agreement and Insurer's underwriting guidelines, bulletins and other instructions made available to Agent, which are incorporated herein by reference. Agent acknowledges, however, that Insurer, subject to all applicable law, reserves the right to reject and cancel any policy risk undertaken by Agent that is not entirely satisfactory to Insurer. If, however, Insurer cannot cancel such policy risk due to applicable law, then Agent, at MGA's request, shall place such policy risk with a market other than Insurer's within fifteen days of MGA's request.
 - b. Agent is authorized to receive on behalf of Insurer and remit upon receipt premiums from Insurer's policyholders directly to MGA and to direct all of Insurer's policyholders to pay premiums directly to MGA as required by MGA's billing program.
 - c. Agent shall accept policyholders' requests to cancel policies and shall forward written notice of such requests to MGA immediately. Agent has no authority to initiate policy cancellations.
 - d. Agent's authority is limited to the approved territory set forth in the Schedules to this Agreement. The approved territory is not hereby assigned exclusively to Agent, nor shall Agent have the exclusive right to sell any of Insurer's products.
 - e. Agent has no authority to change, omit, add to, or waive any question, statement, or answer on any application or any provision of any policy issued by Insurer. Further, Agent has no authority to waive any rights of MGA or Insurer, extend time of payment or quote rates other than those expressly authorized by Insurer. Agent is not authorized to obligate or bind Insurer or MGA or make any representation or warranty on behalf of Insurer or MGA, except as specifically authorized in this Agreement.
2. **Independent Contractor Status.** Agent is an independent contractor and neither Agent nor Agent's employees, assistants, independent contractors or agents (collectively, Agent's Representatives") are employees of Insurer or MGA. Subject to the terms and conditions of this Agreement, Agent shall be free to exercise Agent's own judgment as to the persons or entities from whom 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 Insurer's or MGA's premises. Agent agrees to notify MGA immediately in writing if Agent changes addresses or begins operating out of an additional location/office, and Agent shall have no authority to submit applications or issue binders from the additional location until MGA authorizes the additional location in writing. Agent has exclusive control and responsibility to hire, supervise, and pay Agent's Representatives and to select the companies for which it acts as an agent. Agent warrants and represents that Agent and Agent's Representatives are fully trained and appropriately licensed, where required, to perform pursuant to this Agreement and not in need of any training by Insurer or MGA. Agent is responsible for maintaining the appropriate license(s) in order that Agent can lawfully perform pursuant to this Agreement. Agent is solely responsible for all costs and expenses incurred by Agent in the operation of Agent's business or otherwise, including but not limited to agency expenses, license fees of Agent and Agent's Representatives and taxes.

C. RESPONSIBILITIES OF AGENT.

1. **Application Requirements.** Agent shall ensure all applications for insurance are complete, and signed by Agent and the applicant for insurance. Agent shall ensure payment by check, proper installment amount of the calculated premium, or electronically process payment is submitted for each application within seven (7) days of binding.
2. **Notification to MGA.** Agent shall forward copies of either the binder issued or application taken by Agent, and otherwise notify MGA in writing of all liability accepted not later than fifteen (15) business days following the inception date of coverage or the date of acceptance of such coverage by an applicant, whichever occurs first. All information provided in connection with any application for insurance submitted by Agent under this Agreement shall, to the best of Agent's knowledge, be true and complete. Agent shall inform MGA of all facts material to the risk to be insured that are disclosed to Agent by clients, customers, applicants and insureds. Further, Agent shall provide MGA prompt written notice of any material changes to the information submitted that may reasonably affect a risk.
3. **Claims Reporting.** Agent shall report to MGA immediately, but in no later than one (1) business day, all claims, suits, and notices of loss. Agent shall cooperate with MGA to facilitate the investigation, adjustment, settlement and payment of any claims and shall forward to MGA any and all documentation relating to claims, including but not limited to claim forms or reports, legal notices or demands as well as any other information Agent possesses regarding a claim or potential loss of Insurer. Agent has no authority to adjust, compromise, settle, or in any way commit Insurer or MGA with respect to any claim under any insurance policy issued by Insurer.
4. **Supplies.** At Agent's own expense, Agent shall furnish all supplies and materials necessary to perform under this Agreement. Agent agrees that if Insurer or MGA does furnish to Agent any supplies (including, but not limited to, policy applications, software rating computer disks, or underwriting manuals) such supplies shall remain the property of Insurer and/or MGA and shall be accounted for and returned by Agent upon demand.
5. **Records.** Agent shall maintain legible and accurate copies of all paper and electronic documents used, prepared or obtained in conducting business hereunder for five years or longer if necessary to comply with applicable law and regulations relating to the maintenance of the books and records of Insurer. Agent agrees that all records of Agent pertaining to the business of Insurer shall be subject to inspection at any time during and after the term of this Agreement by representatives of Insurer or MGA.
6. **Advertisements.** Agent shall not publish or distribute any advertisements, circulars or other materials referring to Insurer or MGA without first securing the written approval of MGA. Agent need not obtain approval prior to using advertisements that do not refer to Insurer or MGA.
7. **Compliance.** Agent shall comply with all statutes, rules and regulations applicable to Agent's performance of this Agreement. Agent shall also comply with (i) the Mutual Data Privacy Policy attached hereto as Addendum A, as may be amended from time to time upon notice to Agent; and (ii) the terms and conditions and privacy policies posted on any websites or mobile applications of Insurer or MGA, subject to the right of Insurer and MGA to limit or terminate access of Agent to such websites and mobile applications at any time, with or without notice.
8. **Taxpayer Identification.** Agent shall provide MGA with a signed, completed copy of a W-9 taxpayer identification. Agent shall promptly notify MGA of any changes on the W-9.
9. **Licenses.** Agent shall maintain insurance agent/producer license(s) as required by the statutes, rules and regulations in each state in which Agent performs services under this Agreement, including, as applicable, all requisite resident, non-resident, corporate, agency, and/or individual agent, broker, producer, surplus lines or other licenses required to transact the insurance business contemplated under this Agreement. Agent shall promptly notify MGA in writing of each Agent Representative involved in Agent's performance of services under this Agreement who is a licensed producer and shall provide MGA with a copy of each state license(s). Agent shall promptly notify MGA in writing if any license of an Agent Representative is suspended or revoked, or if the employment of an Agent Representative terminates.
10. **Lines of Business.** Agent acknowledges and agrees that Insurer reserves the exclusive right to determine the lines of business in which Insurer will engage. Agent agrees that, subject to compliance with applicable statutes and regulations, Insurer may withdraw from particular lines of business, notwithstanding

their presence or reference in this Agreement or its accompanying Schedules. Additionally, when Insurer withdraws from any line of business, any policies issued with respect to such line of business may be canceled (and the unearned premium returned and unearned commission reimbursed). Any such withdrawal from a line of business and/or cancellation of an application shall be without Insurer or MGA incurring any liability whatsoever to Agent for any (i) costs, expenses, or losses or (ii) direct, indirect, consequential, special or other damages Agent incurs due to such withdrawal and/or cancellation by Insurer. Agent agrees to restrict insurance effected to such classes and limits of risks which MGA may from time to time authorize by a letter of instruction, an underwriting guide update or amendment, other written advisories, and the Schedules and any amendments thereto. Agent further agrees to suspend binding or writing new business (not including renewals) on behalf of Insurer, for insurance contracts that provide coverage for fire, windstorm, explosion, riot and civil commotion, or extended coverage when:

- a. A hurricane, tropical storm or tornado watch or warning has been posted, or when there is a definite indication or general public knowledge that a named storm may be expected in the immediate future within the vicinity of the risk in question, and said suspension of writing or binding is in conformity with MGA's or Insurer's storm procedures;
- b. A named storm is in progress;
- c. A civil disorder, disturbance, civil commotion or riot is in progress;
- d. There is a definite indication or general public knowledge that a civil disorder, disturbance, civil commotion or riot is imminent or may be expected in the immediate future within the vicinity or area of the risk in question;
- e. The risk that is the subject matter of the insurance to be issued by Insurer is located or situated in an area, subdivision, municipality, city, county, commonwealth, or state, which is under curfew or martial law because of civil unrest, and Agent has not received prior written approval from MGA to write or bind under the conditions of curfew or martial law in the area; or
- f. Insurer issues a request relating to the implementation of its exposure management plan (e.g., the closure of a specific county or zip code to new risks).

Additionally, to the extent authorized to bind flood insurance on behalf of Insurer, Agent agrees to follow the guidelines of the National Flood Insurance Program currently in effect and as may be amended from time to time.

D. INDEMNIFICATION AND INSURANCE.

- 1. Indemnification by MGA.** MGA shall indemnify and hold Agent harmless from all costs, expenses, claims, and losses including, without limitation, attorneys' fees, costs and expenses incurred by Agent in investigating or defending any claims, actions or demands or enforcing this indemnity ("Agent's Losses"), which are, in each case, directly caused in whole or in part by the MGA's negligence or intentional misconduct, except to the extent that Agent caused, contributed to, or compounded Agent's Losses. MGA's obligation to indemnify is conditioned upon prompt written notice by Agent to MGA of any claim made or legal action brought against Agent which is subject to indemnification as set forth above. MGA has the right to direct the investigation, settlement and defense of any such claim or legal action. The obligations in this Section D.1. survive termination of this Agreement.
- 2. Indemnification by Agent.** Agent shall defend, indemnify and hold harmless Insurer and MGA from all costs, expenses, claims, and losses, including, without limitation, attorneys' fees, costs, and expenses incurred by Insurer or MGA in investigating or defending any claims, actions or demands or enforcing this indemnity ("Insurer/MGA Losses"), which arise out of any breach of this Agreement by Agent or the negligence or intentional misconduct by Agent or Agent's Representatives, except to the extent that Insurer or MGA caused, contributed to, or compounded Insurer/MGA Losses. Agent's obligation to indemnify is conditioned upon prompt notification by Insurer or MGA to Agent of any claim made or legal action brought against Insurer or MGA which is subject to indemnification as set forth above and Agent has the right to direct the investigation, settlement, and defense of any such claim or legal action. Agent agrees to pay Insurer or MGA, as appropriate, for any Insurer/MGA Losses within a reasonable time, but in no event more than thirty days after receiving notice of Insurer/MGA Losses. The obligations in this Section D.2. survive termination of this Agreement.

- Errors & Omissions Insurance.** Agent shall maintain in full force and effect during the term of this Agreement a policy or policies of errors and omissions ("E&O") insurance issued by an insurer acceptable to MGA, and affording coverage in the minimum amount of \$1,000,000 for acts of Agent, its employees and agents with a maximum deductible of \$25,000. Such E&O insurance shall be maintained by Agent at Agent's sole cost and expense, and shall be primary and non-contributing coverage over any other valid and collectible insurance available to Insurer or MGA. Agent shall furnish a copy of the certificate or binder for such insurance to MGA each year as soon as practicable after the effective date. Agent shall provide MGA with prompt notice of any modification, termination or cancellation of Agent's E&O coverage.

E. COMMISSION.

- Commission Rate.** MGA agrees to pay commissions to Agent in accordance with the Schedules accompanying this Agreement and incorporated herein by reference. The commission rate as shown on the Schedules shall remain continuously in effect during the term of this Agreement, unless revised as set forth below. The commission rate shown on the Schedules is applied to premium received by Insurer and applied to an issued policy, excluding non-commissionable fees and assessments. Agent shall not be entitled to receive commissions on any charged-off or written off premiums or premium collected through the use of a collection agency, legal action or with the involvement of an attorney.
- Revision of Schedules.** The commission rates in the Schedules may be revised either by mutual written agreement between Agent and MGA, or unilaterally by MGA after giving Agent at least sixty days advance notice of the revisions and their effective date. Upon MGA providing the required notice set forth herein, the revisions to the commission rates shall apply to new and renewal policies issued after the effective date specified by MGA in the notice and without further action by MGA or Agent. MGA may add or delete lines of business and products set forth in the Schedules at any time in its sole discretion upon MGA providing notice to Agent of the additions or deletions and the effective date.
- Payment.** Commissions shall be paid to Agent within sixty days after the end of the month in which premiums are received and recorded by MGA.
- Offset.** Agent agrees that any amounts due Agent that are held by MGA, including undistributed commissions due, may at any time be applied to and constitute an offset against balances due Insurer or MGA from Agent.
- Refund.** If either during the term of this Agreement or after its termination, Insurer or MGA refunds premiums under any policy by reason of cancellation, or otherwise, Agent shall immediately return to MGA the amount of commission received by Agent with respect to such premiums refunded. MGA reserves the right to offset such amounts against any amounts due to Agent.
- Assignment of Commission.** Agent shall obtain prior written consent from MGA before assigning commissions, and agrees that no purported assignment of commissions shall bind MGA unless such prior written consent has been given.
- Authority to Withhold.** MGA may withhold commission payments if Agent does not provide to Insurer or MGA in a timely manner documentation in its possession that the law requires Insurer or MGA to maintain. Upon receipt, the Insurer shall release any withheld commission payments to Agent.

F. PREMIUM COLLECTION.

- General.** Unless otherwise directed, all premiums are to be collected pursuant to MGA's billing program, which provides that after Agent collects the initial premium, MGA shall bill the policyholders directly for all subsequent premiums, or changes in premiums, and the policyholders are directed to make payments as instructed in MGA's billing statements.
- Payments Made to Agent.** Premium payments made payable to or received by Agent from policyholders are to be submitted to MGA immediately and without any deduction for Agent's commission. Any such premium payments received by Agent shall be held by Agent in a fiduciary capacity as trustee for MGA and Insurer.
- Time of Payment.** All premiums are due and payable to MGA on or before the effective date of coverage.

G. RECORDS AND LIST OF EXPIRATIONS.

1. **Ownership of Records.** While this Agreement is in effect, Agent owns all files, documents, writings, notes, written memoranda and expirations (hereafter referred to as the "Records" for purposes of this Section G) produced by Agent in connection with or associated with any policy issued by Insurer.
2. **Ownership Following Termination of Agreement.** Upon the termination of this Agreement, if Agent accounts for and pays all premiums and other sums for which Agent may be liable to Insurer or MGA, then the Records shall remain the property of Agent, and be left in Agent's possession. If, however, this Agreement expires or terminates and Agent has not accounted for and paid all premiums or other sums owing to Insurer or MGA, then the ownership of the Records shall be transferred to MGA, and Agent shall not be permitted to use any information contained in the Records.
3. **Disagreement as to Agent's Liability.** Should Agent disagree with MGA on the amount Agent owes as of the termination of this Agreement, ownership of the Records shall remain with Agent, provided that the Agent promptly furnishes collateral acceptable to MGA in the amount of the disputed liability, to be held by MGA until the difference is resolved. If Agent fails to furnish acceptable collateral upon MGA's demand, then the ownership of the Records shall be transferred to MGA, and Agent shall not be permitted to use any information contained in the Records.

H. TERMINATION OF THIS AGREEMENT.

1. **Notice.** This Agreement may be terminated with or without cause by either party upon ten days' advance written notice. Both parties expressly waive any right to a longer notice period provided by law.
2. **Agent's Failure to Pay.** If Agent is delinquent in either accounting or payment of monies due MGA, MGA may, by written notice to Agent, immediately terminate this Agreement. Any costs incurred by MGA to collect monies owed, including, but not limited to attorneys' fees, collection agency fees, and all related costs for trial and any appeal, shall be paid by Agent.
3. **Termination of Agent Upon Certain Events.** Notwithstanding any other provision in this Agreement, Agent shall immediately cease to be an agent of Insurer and this Agreement shall terminate on the earliest of the following dates:
 - a. The date of Agent's death or total and permanent disability;
 - b. The date Agent shall fail to pay over on demand monies belonging to MGA;
 - c. The date the authority of Agent to act in accordance with the terms and conditions of this Agreement is terminated by any insurance regulatory body having authority over Insurer or MGA;
 - d. The date Agent shall be adjudicated bankrupt or shall make an assignment for the benefit of creditors, or the date a receiver is appointed for the estate of Agent;
 - e. The date of the dissolution and/or liquidation of Agent (if Agent is an entity);
 - f. The date that MGA or Insurer provides notice of immediate termination on the grounds that Agent has performed any action or fraud or malfeasance, withheld Insurer or MGA funds, or made a purposeful misrepresentation regarding the business of Insurer or MGA; or
 - g. The date of a change in control of Agent, whether in a single transaction or a series of transactions, without the prior written consent of MGA. A change in control shall include, but not be limited to: (i) if Agent is an entity, sale or transfer of a majority of the equity interests; (ii) sale of all or substantially all of Agent's assets used in Agent's insurance business; or (iii) sale of all or substantially all of Agent's insurance book.

I. RIGHTS UPON TERMINATION.

1. **Termination of Agent's Authority.** Except as otherwise provided herein, upon termination of this Agreement, all powers and authority of Agent shall terminate immediately. However, if this Agreement is terminated as provided in Section H(1), Agent may not bind insurance or effect changes to coverage, but

Agent may, during the notice period, submit new applications and requests for endorsements in writing to MGA for prior approval, MGA reserves the right to exercise such approval or authorization at its sole discretion.

2. **Continuing Obligations of Agent.** After termination of this Agreement, Agent shall perform those duties that MGA in writing directs Agent to perform limited to those duties that Agent would have been obligated to perform at MGA's request hereunder prior to termination of this Agreement. Agent may continue to countersign endorsements that are sent to Agent after termination; however, Agent shall not countersign any endorsements that increase Insurer's liability or extend the term of any insurance policies without written authorization from MGA.
3. **Non-Renewal of Policies.** After the termination of this Agreement, all policies of Agent will continue in force until the normal expiration dates unless Insurer, in compliance with all applicable statutes and regulations, exercises its right to terminate such policies at an earlier date. For the purpose of this subsection, policies written for a term longer than one year shall be treated as having an expiration date at the end of each twelve (12) months following the inception date of the policy and Insurer may terminate the policy at the end of any such twelve (12) month period.

J. ASSIGNMENT.

Agent may not assign or transfer Agent's interest in this Agreement, whether voluntary, involuntary, by act of law or otherwise without the prior written consent of MGA.

K. CONFIDENTIAL INFORMATION.

1. **Definition.** For purposes of this Agreement, "Confidential Information" includes Insurer or MGA's rating discs, manuals and any other information designated by Insurer or MGA as confidential, proprietary or its equivalent; provided that "Confidential Information" shall not include information that was known to Agent prior to disclosure by Insurer or MGA or is or becomes public knowledge without fault of Agent.
2. **Restrictions on Use and Disclosure.** Agent agrees not to disclose Confidential Information to any third party or to use Confidential Information other than for the purposes of this Agreement or as may be required by law. Agent agrees to make Confidential Information available only to Agent's Representatives who have a need for access and only after Agent's Representatives agree in writing to the use and disclosure requirements of this Section. Upon termination of this Agreement, all Confidential Information shall be returned to MGA.

L. MISCELLANEOUS.

1. **Modification.** This Agreement may be supplemented, amended or revised only in writing by mutual agreement of Agent and MGA, except as provided in Subsection E.2.
2. **Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
3. **Governing Law, Jurisdiction, Venue, and Service of Process.** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Florida, without giving effect to any conflict of law principles. Agent hereby consents to personal jurisdiction in the courts of the State of Florida exclusively. Agent agrees that service of process in any proceeding in any such court may be effected by Certified Mail at the address for Agent set forth in this Agreement. The parties hereby agree that the exclusive venue for any dispute arising out of or related to this Agreement shall be the federal or state courts in Duval County, Florida.

4. **WAIVER OF JURY TRIAL.** IN ANY CLAIM OR CONTROVERSY, AGENT AND MGA HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER IN ANY COURT WITH RESPECT THERETO.

5. **Notice.** Any notice required or permitted under this Agreement shall be in writing and directed to a party at the address shown below or to such other address specified in writing by such party. Notice shall be deemed to have been given (i) when personally delivered, (ii) on the second day after it is deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified, or registered mail return receipt requested or (iii) on the date sent by electronic transmission if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient:

MGA: Service First Insurance Group, LLC
12926 Gran Bay Pkwy West
Suite 200
Jacksonville, Florida 32224
salesadmin@cypressig.com

Agent: Agent Name: INDEPENDENT MARKET SOLUTIONS, LLC
ATTN: DAVID BURT
Taxpayer Identification Number: 47-4155202
Telephone: 850-702-5653
Email Address: DBURT@FAIA.COM
Mailing Address:
Address: PO BOX 16579
City: TALLAHASSEE
State: FLORIDA Zip: 32317
Street Address (for delivery purposes):
Address: 3159 SHAMROCK STREET SOUTH
City: TALLAHASSEE
State: FLORIDA Zip: 32309

6. **Headings.** The headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

7. **Gender.** All terms and words used in this Agreement, regardless of the gender in which they are used shall be construed to include any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section of this Agreement may require.

8. **Savings Provision.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

9. **Integration.** As of its effective date, this Agreement supersedes and replaces all previous agreements, written or oral, if any, between Agent and MGA regarding the subject matter herein.

10. **Electronic Signature and Records.** By using any E-mail, Internet, or other medium for quotes, or other transactions with MGA, Agent agrees to conduct the transaction of insurance in electronic form. Agent understands and agrees that Agent is signing and authenticating the E-mail or Internet form and agreeing to be legally bound to the same extent as if the Agent had manually signed and delivered to MGA a signed form. Agent also understands and agrees that a record of any E-mail or Internet form or transaction may be stored in electronic form by MGA. Agent intends those transmissions of any E-mail or Internet transactions or inquiries, and any electronic records of them, to be Agent's legal signature. Agent expressly waives any claim or defense that any E-mail or Internet form or transaction does not constitute an original and authentic written signature, duly executed and delivery by Agent.
11. **Entire Agreement.** This Agreement, and all Schedules and Addenda hereto constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date first set forth above.

SERVICE FIRST INSURANCE GROUP, LLC

By: 

Print Name: Matthew Cornelison

Title: Florida Field Sales Director

"Agent"

By: 

Print Name: DAVID D. BURT

Title: PRESIDENT



**Commission Schedule to Producer Agreement
Effective 2/01/24**

COUNTY NAME	NEW	RENEWAL	COUNTY NAME	NEW	RENEWAL
Alachua	10%	9%	Lee	10%	9%
Baker	10%	9%	Leon	10%	9%
Bay	10%	9%	Levy	10%	9%
Bradford	10%	9%	Liberty	10%	9%
Brevard	10%	9%	Madison	10%	9%
Broward	10%	9%	Manatee	10%	9%
Calhoun	10%	9%	Marion	10%	9%
Charlotte	10%	9%	Martin	10%	9%
Citrus	10%	9%	Miami-Dade	10%	9%
Clay	12%	11%	Monroe	10%	9%
Collier	10%	9%	Nassau	12%	11%
Columbia	10%	9%	Okaloosa	10%	9%
DeSoto	10%	9%	Okeechobee	10%	9%
Dixie	10%	9%	Orange	10%	9%
Duval	13%	12%	Osceola	10%	9%
Escambia	10%	9%	Palm Beach	10%	9%
Flagler	10%	9%	Pasco	10%	9%
Franklin	10%	9%	Pinellas	10%	9%
Gadsden	10%	9%	Polk	10%	9%
Gilchrist	10%	9%	Putnam	10%	9%
Glades	10%	9%	Saint Johns	12%	11%
Gulf	10%	9%	Saint Lucie	10%	9%
Hamilton	10%	9%	Santa Rosa	10%	9%
Hardee	10%	9%	Sarasota	10%	9%
Hendry	10%	9%	Seminole	10%	9%
Hernando	10%	9%	Sumter	10%	9%
Highlands	10%	9%	Suwannee	10%	9%
Hillsborough	10%	9%	Taylor	10%	9%
Holmes	10%	9%	Union	10%	9%
Indian River	10%	9%	Volusia	10%	9%
Jackson	10%	9%	Wakulla	10%	9%
Jefferson	10%	9%	Walton	10%	9%
Lafayette	10%	9%	Washington	10%	9%
Lake	10%	9%			

Commission rates apply to entire premium excluding non-commissionable fees/assessments. Commission percentage is determined by county in which the risk is located.

NOTE: GL COMMISSION FOR ALL COUNTIES IS 15%. FLOOD COMMISSION FOR ALL COUNTIES IS 20%.

FLOOD PROGRAM PRODUCER AGREEMENT

This Producer Agreement (this "Agreement") is made and entered into between **Cypress Property & Casualty Insurance Company** ("Insurer") and INDEPENDENT MARKET SOLUTIONS ("Agent").

M. TERM OF AGREEMENT. This Agreement shall be effective as of February 1, 2024, and shall continue until terminated pursuant to the provisions set forth in Section H below.

N. APPOINTMENT, AUTHORITY AND INDEPENDENT CONTRACTOR STATUS OF AGENT.

1. **Appointment and Authority.** While this Agreement is in effect and subject to the terms and conditions of this Agreement, Insurer appoints Agent within the approved territory and for the lines of business identified in the Schedules to this Agreement, to act as follows:
 - a. Agent is authorized to solicit and submit applications, to issue and deliver binders, endorsements and other evidence of insurance that Insurer is licensed to write, as authorized in the Schedules to this Agreement and in accordance with the following materials, which are incorporated herein by reference: (i) underwriting guidelines, bulletins and other instructions of Insurer and any service provider designated by Insurer (each a "Service Provider") and (ii) the rules and regulations of the National Flood Insurance Program administered by the Federal Emergency Management Agency. Agent acknowledges, however, that Insurer, subject to all applicable law, reserves the right to reject and cancel any policy risk undertaken by Agent that is not entirely satisfactory to Insurer. If, however, Insurer cannot cancel such policy risk due to applicable law, then Agent, at Insurer's request, shall place such policy risk with a market other than Insurer's within fifteen days of Insurer's request.
 - b. Agent is authorized to receive on behalf of Insurer and remit upon receipt premiums from Insurer's policyholders directly to Insurer and to direct all of Insurer's policyholders to pay premiums directly to Insurer as required by Insurer's billing program.
 - c. Agent shall accept policyholders' requests to cancel policies and shall forward written notice of such requests to Insurer immediately. Agent has no authority to initiate policy cancellations.
 - d. Agent's authority is limited to the approved territory set forth in the Schedules to this Agreement. The approved territory is not hereby assigned exclusively to Agent, nor shall Agent have the exclusive right to sell any of Insurer's products.
 - e. Agent has no authority to change, omit, add to, or waive any question, statement, or answer on any application or any provision of any policy issued by Insurer. Further, Agent has no authority to waive any rights of Insurer, extend time of payment or quote rates other than those expressly authorized by Insurer. Agent is not authorized to obligate or bind Insurer or make any representation or warranty on behalf of Insurer, except as specifically authorized in this Agreement.
2. **Independent Contractor Status.** Agent is an independent contractor and neither Agent nor Agent's employees, assistants, independent contractors or agents (collectively, Agent's Representatives") are employees of Insurer. Subject to the terms and conditions of this Agreement, Agent shall be free to exercise Agent's own judgment as to the persons or entities from whom 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 Insurer's premises. Agent agrees to notify Insurer immediately in writing if Agent changes addresses or begins operating out of an additional location/office, and Agent shall have no authority to submit applications or issue binders from the additional location until Insurer authorizes the additional location in writing. Agent has exclusive control and responsibility to hire, supervise, and pay Agent's Representatives and to select the companies for which it acts as an agent. Agent warrants and represents that Agent and Agent's Representatives are fully trained and appropriately licensed, where required, to perform pursuant to this Agreement and not in need of any training by Insurer. Agent is responsible for maintaining the appropriate license(s) in order that Agent can lawfully perform pursuant to this Agreement. Agent is solely responsible for all costs and expenses incurred by Agent in the operation of Agent's business or otherwise, including but not limited to agency expenses, license fees of Agent and Agent's Representatives and taxes.

O. RESPONSIBILITIES OF AGENT.

1. **Application Requirements.** Agent shall ensure all applications for insurance are complete, and signed by Agent and the applicant for insurance. Agent shall ensure payment by check, proper installment amount of the calculated premium, or electronically process payment is submitted for each application within seven (7) days of binding.
2. **Notification to Insurer.** Agent shall forward copies of either the binder issued or application taken by Agent, and otherwise notify Insurer in writing of all liability accepted promptly following the inception date of coverage or the date of acceptance of such coverage by an applicant, whichever occurs first. All information provided in connection with any application for insurance submitted by Agent under this Agreement shall, to the best of Agent's knowledge, be true and complete. Agent shall inform Insurer of all facts material to the risk to be insured that are disclosed to Agent by clients, customers, applicants and insureds. Further, Agent shall provide Insurer prompt written notice of any material changes to the information submitted that may reasonably affect a risk.
3. **Claims Reporting.** Agent shall report to Insurer immediately, but in no later than one (1) business day, all claims, suits, and notices of loss. Agent shall cooperate with Insurer to facilitate the investigation, adjustment, settlement and payment of any claims and shall forward to Insurer any and all documentation relating to claims, including but not limited to claim forms or reports, legal notices or demands as well as any other information Agent possesses regarding a claim or potential loss of Insurer. Agent has no authority to adjust, compromise, settle, or in any way commit Insurer with respect to any claim under any insurance policy issued by Insurer.
4. **Supplies.** At Agent's own expense, Agent shall furnish all supplies and materials necessary to perform under this Agreement. Agent agrees that if Insurer does furnish to Agent any supplies (including, but not limited to, policy applications, software rating computer disks, or underwriting manuals) such supplies shall remain the property of Insurer and shall be accounted for and returned by Agent upon demand.
5. **Records.** Agent shall maintain legible and accurate copies of all paper and electronic documents used, prepared or obtained in conducting business hereunder for five years or longer if necessary to comply with applicable law and regulations relating to the maintenance of the books and records of Insurer. Agent agrees that all records of Agent pertaining to the business of Insurer shall be subject to inspection at any time during and after the term of this Agreement by representatives of Insurer.
6. **Advertisements.** Agent shall not publish or distribute any advertisements, circulars or other materials referring to Insurer without first securing the written approval of Insurer. Agent need not obtain approval prior to using advertisements that do not refer to Insurer.
7. **Compliance.** Agent shall comply with all statutes, rules and regulations applicable to Agent's performance of this Agreement. Agent shall also comply with (i) the Mutual Data Privacy Policy attached hereto as Addendum A, as may be amended from time to time upon notice to Agent; and (ii) the terms and conditions and privacy policies posted on any websites or mobile applications of Insurer or any Service Provider of Insurer, subject to the right of Insurer to limit or terminate access of Agent to such websites and mobile applications at any time, with or without notice.
8. **Taxpayer Identification.** Agent shall provide Insurer with a signed, completed copy of a W-9 taxpayer identification. Agent shall promptly notify Insurer of any changes on the W-9.
9. **Licenses.** Agent shall maintain insurance agent/producer license(s) as required by the statutes, rules and regulations in each state in which Agent performs services under this Agreement, including, as applicable, all requisite resident, non-resident corporate, agency, and/or individual agent, broker, producer, surplus lines or other licenses required to transact the insurance business contemplated under this Agreement. Agent shall promptly notify Insurer in writing of each Agent Representative involved in Agent's performance of services under this Agreement who is a licensed producer and shall provide Insurer with a copy of each state license(s). Agent shall promptly notify Insurer in writing if any license of an Agent Representative is suspended or revoked, or if the employment of an Agent Representative terminates.
10. **Lines of Business.** Agent acknowledges and agrees that Insurer reserves the exclusive right to determine the lines of business in which Insurer will engage. Agent agrees that, subject to compliance

with applicable statutes and regulations, Insurer may withdraw from particular lines of business, notwithstanding their presence or reference in this Agreement or its accompanying Schedules. Additionally, when Insurer withdraws from any line of business, any policies issued with respect to such line of business may be canceled (and the unearned premium returned and unearned commission reimbursed). Any such withdrawal from a line of business and/or cancellation of an application shall be without Insurer incurring any liability whatsoever to Agent for any (i) costs, expenses, or losses or (ii) direct, indirect, consequential, special or other damages Agent incurs due to such withdrawal and/or cancellation by Insurer. Agent agrees to restrict insurance effected to such classes and limits of risks which Insurer may from time to time authorize by a letter of instruction, an underwriting guide update or amendment, other written advisories, and the Schedules and any amendments thereto.

11. **Insurer's Service Provider.** Insurer may contract with a Service Provider in connection with the operation of its flood program. As may be directed by Insurer, Agent shall submit applications and required information and reports to the Servicer Provider through Service Provider's online portal or other means.

P. INDEMNIFICATION AND INSURANCE.

1. **Indemnification by Insurer.** Insurer shall indemnify and hold Agent harmless from all costs, expenses, claims, and losses including, without limitation, attorneys' fees, costs and expenses incurred by Agent in investigating or defending any claims, actions or demands or enforcing this indemnity ("Agent's Losses"), which are, in each case, directly caused in whole or in part by the Insurer's negligence or intentional misconduct, except to the extent that Agent caused, contributed to, or compounded Agent's Losses. Insurer's obligation to indemnify is conditioned upon prompt written notice by Agent to Insurer of any claim made or legal action brought against Agent which is subject to indemnification as set forth above. Insurer has the right to direct the investigation, settlement and defense of any such claim or legal action. The obligations in this Section D.1. survive termination of this Agreement.
2. **Indemnification by Agent.** Agent shall defend, indemnify and hold harmless Insurer from all costs, expenses, claims, and losses, including, without limitation, attorneys' fees, costs, and expenses incurred by Insurer in investigating or defending any claims, actions or demands or enforcing this indemnity ("Insurer Losses"), which arise out of any breach of this Agreement by Agent or the negligence or intentional misconduct by Agent or Agent's Representatives, except to the extent that Insurer caused, contributed to, or compounded Insurer Losses. Agent's obligation to indemnify is conditioned upon prompt notification by Insurer to Agent of any claim made or legal action brought against Insurer which is subject to indemnification as set forth above and Agent has the right to direct the investigation, settlement, and defense of any such claim or legal action. Agent agrees to pay Insurer, as appropriate, for any Insurer Losses within a reasonable time, but in no event more than thirty days after receiving notice of Insurer Losses. The obligations in this Section D.2. survive termination of this Agreement.
3. **Errors & Omissions Insurance.** Agent shall maintain in full force and effect during the term of this Agreement a policy or policies of errors and omissions ("E&O") insurance issued by an insurer acceptable to Insurer, and affording coverage in the minimum amount of \$1,000,000 for acts of Agent, its employees and agents with a maximum deductible of \$25,000. Such E&O insurance shall be maintained by Agent at Agent's sole cost and expense, and shall be primary and non-contributing coverage over any other valid and collectible insurance available to Insurer. Agent shall furnish a copy of the certificate or binder for such insurance to Insurer each year as soon as practicable after the effective date. Agent shall provide Insurer with prompt notice of any modification, termination or cancellation of Agent's E&O coverage.

Q. COMMISSION.

1. **Commission Rate.** Insurer agrees to pay commissions to Agent in accordance with the Schedules accompanying this Agreement and incorporated herein by reference. The commission rate as shown on the Schedules shall remain continuously in effect during the term of this Agreement, unless revised as set forth below. The commission rate shown on the Schedules is applied to premium received by Insurer and applied to an issued policy, excluding non-commissionable fees and assessments. Agent shall not be entitled to receive commissions on any charged-off or written off premiums or premium collected through the use of a collection agency, legal action or with the involvement of an attorney.
8. **Revision of Schedules.** The commission rates in the Schedules may be revised either by mutual written agreement between Agent and Insurer, or unilaterally by Insurer after giving Agent at least sixty days advance notice of the revisions and their effective date. Upon Insurer providing the required notice set

forth herein, the revisions to the commission rates shall apply to new and renewal policies issued after the effective date specified by Insurer in the notice and without further action by Insurer or Agent. Insurer may add or delete lines of business and products set forth in the Schedules at any time in its sole discretion upon Insurer providing notice to Agent of the additions or deletions and the effective date.

9. **Payment.** Commissions shall be paid to Agent within sixty days after the end of the month in which premiums are received and recorded by Insurer.
10. **Offset.** Agent agrees that any amounts due Agent that are held by Insurer, including undistributed commissions due, may at any time be applied to and constitute an offset against balances due Insurer or its affiliates from Agent.
11. **Refund.** If either during the term of this Agreement or after its termination, Insurer refunds premiums under any policy by reason of cancellation, or otherwise, Agent shall immediately return to Insurer the amount of commission received by Agent with respect to such premiums refunded. Insurer reserves the right to offset such amounts against any amounts due to Agent.
12. **Assignment of Commission.** Agent shall obtain prior written consent from Insurer before assigning commissions, and agrees that no purported assignment of commissions shall bind Insurer unless such prior written consent has been given.
13. **Authority to Withhold.** Insurer may withhold commission payments if Agent does not provide to Insurer in a timely manner documentation in its possession that the law requires Insurer to maintain. Upon receipt, the Insurer shall release any withheld commission payments to Agent.

R. PREMIUM COLLECTION.

1. **General.** Unless otherwise directed, all premiums are to be collected pursuant to Insurer's billing program, which provides that after Agent collects the initial premium, Insurer shall bill the policyholders directly for all subsequent premiums, or changes in premiums, and the policyholders are directed to make payments as instructed in Insurer's billing statements.
2. **Payments Made to Agent.** Premium payments made payable to or received by Agent from policyholders are to be submitted to Insurer immediately and without any deduction for Agent's commission. Any such premium payments received by Agent shall be held by Agent in a fiduciary capacity as trustee for Insurer.
3. **Time of Payment.** All premiums are due and payable to Insurer on or before the effective date of coverage.

S. RECORDS AND LIST OF EXPIRATIONS.

1. **Ownership of Records.** While this Agreement is in effect, Agent owns all files, documents, writings, notes, written memoranda and expirations (hereafter referred to as the "Records" for purposes of this Section G) produced by Agent in connection with or associated with any policy issued by Insurer.
2. **Ownership Following Termination of Agreement.** Upon the termination of this Agreement, if Agent accounts for and pays all premiums and other sums for which Agent may be liable to Insurer, then the Records shall remain the property of Agent, and be left in Agent's possession. If, however, this Agreement expires or terminates and Agent has not accounted for and paid all premiums or other sums owing to Insurer, then the ownership of the Records shall be transferred to Insurer, and Agent shall not be permitted to use any information contained in the Records.
3. **Disagreement as to Agent's Liability.** Should Agent disagree with Insurer on the amount Agent owes as of the termination of this Agreement, ownership of the Records shall remain with Agent, provided that the Agent promptly furnishes collateral acceptable to Insurer in the amount of the disputed liability, to be held by Insurer until the difference is resolved. If Agent fails to furnish acceptable collateral upon Insurer's mand, then the ownership of the Records shall be transferred to Insurer, and Agent shall not be permitted to use any information contained in the Records.

T. TERMINATION OF THIS AGREEMENT.

1. **Notice.** This Agreement may be terminated with or without cause by either party upon ten days' advance written notice. Both parties expressly waive any right to a longer notice period provided by law.
2. **Agent's Failure to Pay.** If Agent is delinquent in either accounting or payment of monies due Insurer, Insurer may, by written notice to Agent, immediately terminate this Agreement. Any costs incurred by Insurer to collect monies owed, including, but not limited to attorneys' fees, collection agency fees, and all related costs for trial and any appeal, shall be paid by Agent.
3. **Termination of Agent Upon Certain Events.** Notwithstanding any other provision in this Agreement, Agent shall immediately cease to be an agent of Insurer and this Agreement shall terminate on the earliest of the following dates:
 - a. The date of Agent's death or total and permanent disability;
 - b. The date Agent shall fail to pay over on demand monies belonging to Insurer or its affiliates;
 - c. The date the authority of Agent to act in accordance with the terms and conditions of this Agreement is terminated by any insurance regulatory body having authority over Insurer;
 - d. The date Agent shall be adjudicated bankrupt or shall make an assignment for the benefit of creditors, or the date a receiver is appointed for the estate of Agent;
 - e. The date of the dissolution and/or liquidation of Agent (if Agent is an entity);
 - f. The date that Insurer provides notice of immediate termination on the grounds that Agent has performed any action or fraud or malfeasance, withheld Insurer funds, or made a purposeful misrepresentation regarding the business of Insurer; or
 - g. The date of a change in control of Agent, whether in a single transaction or a series of transactions, without the prior written consent of Insurer. A change in control shall include, but not be limited to: (i) if Agent is an entity, sale or transfer of a majority of the equity interests; (ii) sale of all or substantially all of Agent's assets used in Agent's insurance business; or (iii) sale of all or substantially all of Agent's insurance book.

U. RIGHTS UPON TERMINATION.

1. **Termination of Agent's Authority.** Except as otherwise provided herein, upon termination of this Agreement, all powers and authority of Agent shall terminate immediately. However, if this Agreement is terminated as provided in Section H(1), Agent may not bind insurance or effect changes to coverage, but Agent may, during the notice period, submit new applications and requests for endorsements in writing to Insurer for prior approval, Insurer reserves the right to exercise such approval or authorization at its sole discretion.
2. **Continuing Obligations of Agent.** After termination of this Agreement, Agent shall perform those duties that Insurer in writing directs Agent to perform limited to those duties that Agent would have been obligated to perform at Insurer's request hereunder prior to termination of this Agreement. Agent may continue to countersign endorsements that are sent to Agent after termination; however, Agent shall not countersign any endorsements that increase Insurer's liability or extend the term of any insurance policies without written authorization from Insurer.
3. **Non-Renewal of Policies.** After the termination of this Agreement, all policies of Agent will continue in force until the normal expiration dates unless Insurer, in compliance with all applicable statutes and regulations, exercises its right to terminate such policies at an earlier date. For the purpose of this subsection, policies written for a term longer than one year shall be treated as having an expiration date at the end of each twelve (12) months following the inception date of the policy and Insurer may terminate the policy at the end of any such twelve (12) month period.

V. **ASSIGNMENT.** Agent may not assign or transfer Agent's interest in this Agreement, whether voluntary, involuntary, by act of law or otherwise without the prior written consent of Insurer.

W. CONFIDENTIAL INFORMATION.

1. **Definition.** For purposes of this Agreement, "Confidential Information" includes Insurer's rating discs, manuals and any other information designated by Insurer as confidential, proprietary or its equivalent; provided that "Confidential Information" shall not include information that was known to Agent prior to disclosure by Insurer or is or becomes public knowledge without fault of Agent.
2. **Restrictions on Use and Disclosure.** Agent agrees not to disclose Confidential Information to any third party or to use Confidential Information other than for the purposes of this Agreement or as may be required by law. Agent agrees to make Confidential Information available only to Agent's Representatives who have a need for access and only after Agent's Representatives agree in writing to the use and disclosure requirements of this Section. Upon termination of this Agreement, all Confidential Information shall be returned to Insurer.

X. MISCELLANEOUS.

1. **Modification.** This Agreement may be supplemented, amended or revised only in writing by mutual agreement of Agent and Insurer, except as provided in Subsection E.2.
2. **Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
3. **Governing Law, Jurisdiction, Venue, and Service of Process.** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Florida, without giving effect to any conflict of law principles. Agent hereby consents to personal jurisdiction in the courts of the State of Florida exclusively. Agent agrees that service of process in any proceeding in any such court may be effected by Certified Mail at the address for Agent set forth in this Agreement. The parties hereby agree that the exclusive venue for any dispute arising out of or related to this Agreement shall be the federal or state courts in Duval County, Florida.
4. **WAIVER OF JURY TRIAL.** IN ANY CLAIM OR CONTROVERSY, AGENT AND INSURER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER IN ANY COURT WITH RESPECT THERETO.
5. **Notice.** Any notice required or permitted under this Agreement shall be in writing and directed to a party at the address shown below or to such other address specified in writing by such party. Notice shall be deemed to have been given (i) when personally delivered, (ii) on the second day after it is deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified, or registered mail return receipt requested or (iii) on the date sent by electronic transmission if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

Insurer: Cypress Property & Casualty Insurance Company
 12926 Gran Bay Pkwy West
 Suite 200
 Jacksonville, Florida 32224
 salesadmin@cypressig.com

Agent: Agent Name: INDEPENDENT MARKET SOLUTIONS
 ATTN: DAVID BURT
 Taxpayer Identification Number: 47-4155202
 Telephone: 850-702-5653

Email Address: DBURT@FAIA.COM

Mailing Address:

Address: PO BOX 16579

City: TALLAHASSEE

State: FL Zip: 32317

Street Address (for delivery purposes):

Address: 3159 SHAMROCK ST SOUTH

City: TALLAHASSEE

State: FL Zip: 32309

6. **Headings.** The headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.
7. **Gender.** All terms and words used in this Agreement, regardless of the gender in which they are used shall be construed to include any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section of this Agreement may require.
8. **Savings Provision.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.
9. **Integration.** As of its effective date, this Agreement supersedes and replaces all previous agreements, written or oral, if any, between Agent and Insurer regarding the subject matter herein.
10. **Electronic Signature and Records.** By using any E-mail, Internet, or other medium for quotes, or other transactions with Insurer or its Service Provider, Agent agrees to conduct the transaction of insurance in electronic form. Agent understands and agrees that Agent is signing and authenticating the E-mail or Internet form and agreeing to be legally bound to the same extent as if the Agent had manually signed and delivered to Insurer a signed form. Agent also understands and agrees that a record of any E-mail or Internet form or transaction may be stored in electronic form by Insurer. Agent intends those transmissions of any E-mail or Internet transactions or inquiries, and any electronic records of them, to be Agent's legal signature. Agent expressly waives any claim or defense that any E-mail or Internet form or transaction does not constitute an original and authentic written signature, duly executed and delivery by Agent.
11. **Entire Agreement.** This Agreement, and all Schedules and Addenda hereto constitute the sole and entire agreement of the parties to this Agreement with respect to the appointment and authority granted herein, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date first set forth above.

CYPRESS PROPERTY & CASUALTY INSURANCE COMPANY

By: Matthew R. Cornelson

Print Name: Matthew Cornelson
Title: Florida Field Sales Director

"Agent"

By: DAVID D BURT

Print Name: DAVID D BURT

Title: PRESIDENT

ADDENDUM A
Mutual Data Privacy Policy

A. Definitions. Capitalized terms used herein shall have the meanings set forth in this Policy.

“Authorized Employees” means Recipient’s employees who have a need to know or otherwise access Personal Information to enable Recipient to perform its obligations under this Agreement.

“Authorized Persons” means (i) Authorized Employees; and (ii) Recipient’s contractors, agents, own service providers, and auditors who have a need to know or otherwise access Personal Information to enable Recipient to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

“Disclosing Party” means the party that provides, or provides access to, Personal Information to Recipient.

“Highly Sensitive Personal Information” means an (i) individual’s government-issued identification number (including Social Security number, driver’s license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual’s financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

“Personal Information” means information provided to Recipient by or at the direction of Disclosing Party, information which is created or obtained by Recipient on behalf of Disclosing Party, or information to which access was provided to Recipient by or at the direction of Disclosing Party, in the course of Recipient’s performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information. Disclosing Party’s business contact information is not by itself deemed to be Personal Information.

“Recipient” means the party that receives, or has access to, Personal Information from Disclosing Party.

“Security Breach” means any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Recipient, or by Disclosing Party should Recipient have access to Disclosing Party’s systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

(a) Recipient acknowledges and agrees that, in the course of doing business with Disclosing Party, Recipient may create, receive, or have access to Personal Information. Recipient shall comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized

creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Recipient shall be responsible for, and remain liable to, Disclosing Party for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were Recipient's own actions and omissions.

- (b) In recognition of the foregoing, Recipient agrees and covenants that it shall:
- (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - (ii) not create, collect, receive, access, or use Personal Information in violation of law;
 - (iii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Recipient's own purposes or for the benefit of anyone other than Disclosing Party, in each case, without Disclosing Party's prior written consent; and
 - (iv) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Persons, including any subcontractors, agents, its own service Recipients or auditors (an "Unauthorized Third Party"), without Disclosing Party's prior written consent unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Recipient shall (A) notify Disclosing Party before such disclosure or as soon thereafter as reasonably possible; (B) be responsible for and remain liable to Disclosing Party for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Recipient's own actions and omissions; and (C) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of Personal Information.

C. Information Security.

- (a) Recipient represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.
- (b) Recipient shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- (c) Without limiting Recipient's obligations, Recipient shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- (d) At a minimum, Recipient's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;

(v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Highly Sensitive Personal Information stored on any media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of Recipient or its other Disclosing Parties so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Recipient's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Recipient's employees.

(e) During the term of each Authorized Employee's employment by Recipient, Recipient shall at all times cause such Authorized Employees to abide strictly by Recipient's obligations under this Agreement. Recipient further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Recipient's officers, partners, principals, employees, agents, or contractors.

D. Security Breach Procedures.

(a) Recipient shall:

(i) provide Disclosing Party with the name and contact information for an security operations or other service desk of Recipient which shall serve as Disclosing Party's primary security contact and shall be available to assist Disclosing Party twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

(ii) notify Disclosing Party of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Recipient becomes aware of it; and

(iii) notify Disclosing Party of any Security Breaches by emailing Disclosing Party at dmoore@cypressig.com if to MGA, and to DBURT@FAIA.CO (insert Agent email address) if to Agent, with a copy by email to Recipient's primary business contact within Disclosing Party.

(b) Immediately following Recipient's notification to Disclosing Party of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Recipient agrees to fully cooperate with Disclosing Party in Disclosing Party's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Disclosing Party with physical access to the facilities and operations affected; (iii) facilitating interviews with Recipient's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by Disclosing Party.

(c) Recipient shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards.

(d) Recipient agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

(e) Recipient agrees to fully cooperate at its own expense with Disclosing Party in any litigation, investigation, or other action deemed necessary by Disclosing Party to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

- E. Oversight of Security Compliance. Upon Disclosing Party's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Recipient shall promptly and accurately complete a written information security questionnaire provided by Disclosing Party, or a third party on Disclosing Party's behalf, regarding Recipient's business practices and information technology environment in relation to all Personal Information being handled and/or services being provided by Recipient to Disclosing Party pursuant to this Agreement. Recipient shall fully cooperate with such inquiries.
- F. Return or Destruction of Personal Information. At any time during the term of this Agreement at Disclosing Party's request or upon the termination or expiration of this Agreement for any reason, Recipient shall, and shall instruct all Authorized Persons to, promptly return to Disclosing Party all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to Disclosing Party that such Personal Information has been returned to Disclosing Party or disposed of securely. Recipient shall comply with all reasonable directions provided by Disclosing Party with respect to the return or disposal of Personal Information.
- G. Equitable Relief. Recipient acknowledges that any breach of its covenants or obligations set forth in this Policy may cause Disclosing Party irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Disclosing Party is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Disclosing Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- H. Material Breach. Recipient's failure to comply with any of the provisions of this Policy is a material breach of this Agreement. In such event, Disclosing Party may terminate the Agreement effective immediately upon written notice to the Recipient without further liability or obligation to Recipient.
- I. Indemnification. Recipient shall defend, indemnify, and hold harmless Disclosing Party and Disclosing Party's parent Disclosing Party and their subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "Disclosing Party Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance Recipients, arising out of or resulting from any third-party claim against any Disclosing Party Indemnitee arising out of or resulting from Recipient's failure to comply with any of its obligations under this Policy.