

## LIMITED PRODUCER AGREEMENT

CENTAURI SPECIALTY MANAGERS, INC. ("MGA"), is authorized by CENTAURI SPECIALTY INSURANCE COMPANY ("Company") to solicit the coverages set forth on Schedule A attached hereto and incorporated herein by reference (such coverages are hereinafter individually and collectively referred to as ("Company Business") and, if applicable, to make the appointments as set forth in this Agreement ("Agreement"). Pursuant to this Agreement, MGA grants limited authority to, and where applicable, appoints the Agency or Agent whose name and business address is set forth herein to provide Company certain policy services as specified herein. The authorized and, where applicable, appointed agency ("Agency") or agent ("Agent") set forth herein agrees to be bound by the following:

### TERMS AND PROVISIONS

#### **SECTION I — AUTHORIZATION AND APPOINTMENT REQUIREMENTS**

**LIMITED AUTHORITY.** Pursuant to Agency or Agent's request that the underwriting facilities of the Company be made available through MGA to Agency or Agent, MGA grants limited authority to Agency or Agent to provide certain policy services on behalf of MGA and Company only with regards to those policies serviced by Agency or Agent that Company assumed or assumes ("Assumed Policies") from the Louisiana Citizens Property Insurance Corporation ("Citizens"), subject to any duties, obligations and restrictions placed upon such Agency or Agent by the laws and the Insurance Code of the State of Louisiana to service contracts of insurance and to the terms and conditions hereafter set forth.

1. Agency or Agent has no authority to bind Company on any new applications or insurance business. Agency or Agent does have limited authority to:
  - a. Subject to all the terms and conditions of this Agreement and all applicable underwriting guidelines, rules, directives, instructions and bulletins, bind Company for endorsements or changes to Assumed Policies. Agency or Agent agrees to forward such changes or endorsement requests to MGA, in writing, together with any premium collected for such change or endorsement, no later than the fifteenth (15<sup>th</sup>) calendar day following the effective date of such change or endorsement. Company and/or MGA reserves the right to approve or decline the requested changes subject to Company's underwriting guidelines.
  - b. Accept policyholder requests to cancel their Assumed Policies and forward said requests to MGA. Agency or Agent has no authority to initiate policy cancellations.
  
2. Any binding authority granted to Agency or Agent pursuant to this Agreement may be revoked at any time by notice from Company or MGA. Any binding authority granted to Agency or Agent pursuant to this Agreement shall be specifically limited to binding authority necessary to fulfill Agency or Agent's obligations under this Agreement as it relates to Assumed Policies only.

3. Agency or Agent shall have and continuously maintain required licenses in the State of Louisiana and to otherwise be in good standing with the Louisiana Department of Insurance.
4. Agency or Agent shall abide by all of the terms and provisions of this Agreement.

**B. RESERVATION OF RIGHT.** MGA reserves the right, to be exercised in its sole discretion, to decline to authorize and/or appoint any Agency or Agent who fails to comply with and satisfy the licensure and/or appointment criteria, as applicable, established by MGA or Company at the inception of, and at all times during, the Term of this Agreement.

## **SECTION II — TERM AND RENEWALS**

This Agreement shall be effective for a one-year period (the "Term") commencing at 12:01 A.M. on the day set forth on the signature and execution page hereof (the "Original Effective Date") and terminating at 11:59 P.M. Eastern Standard/Daylight Time on the 365th day from the Original Effective Date (the "Original Termination Date"). Subject to the promulgation by MGA of any additional licensure or appointment criteria and the Agent's or Agency's compliance therewith, if the licensed and/or appointed Agency or Agent, as applicable, is in compliance with the terms hereof, and this Agreement has not otherwise been terminated by MGA or the Agency prior to the Original Termination Date, this Agreement shall renew for each Agency or Agent for successive one-year periods, subject in each instance to all provisions of this Agreement, any additional criteria, and the annual payment by MGA of all required appointment fees, where applicable. The Effective Date of each renewal year shall be the first day of the renewal period and the 365th day from such date shall be deemed the Renewal Termination Date.

## **SECTION III — DUTIES OF AUTHORIZED AND/OR APPOINTED AGENCY OR AGENT**

**A. GOVERNING RULES AND LAW.** The Agency or Agent authorized and/or appointed by MGA under this Agreement agrees to know and abide by the terms and provisions of this Agreement, which Agreement shall be subject to the provisions of the applicable statutory provisions relative to the Agency or Agent, MGA or Company (collectively the "Statute"), the Insurance Code in each state in which the Agency or Agent MGA or Company do business ("Insurance Code"), and the rules and regulations of the Department of Insurance in each state in which the Agency or Agent, MGA or Company do business ("Insurance Regulations"). In addition, the Agency or Agent authorized and/or appointed pursuant to this Agreement agrees to conduct all business operations on behalf of MGA in compliance with the terms of this Agreement, Company Underwriting Manuals ("Underwriting Manuals"), any producer policies and procedures manual (collectively, "Procedures Manual"), all Agent Bulletins ("Bulletins"), and other instructions provided to the Agency or Agent by MGA or Company (all documents set forth or referenced in this Section III A. are collectively sometimes referred to as the "Documents"), which Documents may be unilaterally supplemented or amended from time-to-time by MGA or Company. It shall be the obligation and responsibility of the principal agent of the Agency or the authorized and, where applicable, appointed Agent to supervise the actions of its agents and employees in order to ensure that all agents and employees know, abide by, and comply with all terms and provisions of the Agreement, Documents, Statute, Insurance Code, and Insurance Regulations, as they currently exist or as they may be subsequently amended or modified. It shall be the obligation and responsibility of the

Agency or Agent to otherwise fulfill all of the functions of the Agency or Agent as required by the Agreement with reference to the obligation of the Agency and Agent.

**B. BINDING AUTHORITY.** Agency or Agent shall have no authority to bind Company or MGA in any respect, unless specifically authorized by this Agreement or in writing by Company or MGA. Any binding authority of Agency or Agent is subject to, and limited by, the authority and procedures for Assumed Policies set forth in the applicable Underwriting Manuals or any of the Documents as such Documents currently exist or as they may be subsequently amended or modified and the applicable Statutes and Insurance Code. Any binding authority of agents of Agency ceases at such times as the agent is no longer employed by Agency or such agent is not otherwise in full compliance with any provision of this Agreement. Any binding authority for Assumed Policies ceases immediately upon termination of this Agreement or suspension of any authorization and/or appointment hereto. Any binding authority of Agency or Agent for Assumed Policies ceases immediately upon Agency or Agent's suspension or termination pursuant to this Agreement.

MGA and the Agency or Agent shall comply with the laws of the state wherein the Agency or Agent transacts the Company Business in regard to the licensure, appointment, and/or registration of individual agents employed by the Agency or Agent which agents will have limited binding authority only pursuant to the terms of this Agreement.

**C. PREMIUM SUBMISSION.** All premiums and monies received by the Agency or Agent for Company Business shall be made payable to MGA and be remitted immediately to MGA, in accordance with the provisions and procedures set forth in the Documents. The Agency or Agent may not charge or collect any fee or surcharge, including fees for inspections or photographs, from an applicant or insured in excess of the authorized Company premium, surcharge, assessment, or fees, if any. Bank charges for returned checks and applicable credit card fees, if used to collect premiums, are recoverable from the applicant or insured by the Agency or Agent only to the extent authorized under the laws and regulations of the applicable state; however, these charges may not be included as part of the Company premium.

**D. INTENTIONALLY LEFT BLANK.**

**E. BOOKS AND RECORDS.**

(I) The Agency or Agent, for a period of five (5) years from the date of any document's creation, and for a period of five (5) years after any policy expires, terminates, or is not renewed, or as required by any applicable federal or state law or regulation, whichever is greater, shall maintain legible and accurate copies of all applications and related documents including, but not being limited to, binder logs, policy logs, correspondence, reports, photos, claims information, books, premium payment records, accounts and records and any other documentation, electronic, film or otherwise ("Company Records") used, prepared or obtained by the Agency or Agent, its agents and employees in conducting Company Business. The requirements set forth in this section remain in effect for the period of time established regardless of termination of this Agreement by either party.

(II) Company Records for the current year and the prior policy year shall at all times be maintained at the Agent's or Agency's primary business location. Thereafter, Company Records may be stored outside of

the Agent's or Agency's primary business location so long as MGA approves, in writing, the relocation of such records.

(III) The Agency or Agent, at its sole expense, shall immediately comply with any request or requirement to produce, reproduce, copy, deliver, or otherwise make available any or all of Company Records to Company, MGA, or their designee.

(IV) The Agency or Agent is required to implement and maintain adequate procedures to safeguard the security of, and access to, Company Records or MGA data regardless of the form in which the data is stored.

(V) The Agency or Agent shall implement and maintain adequate procedures to safeguard the confidentiality of personal financial information relevant to Company Business, applicants and policyholders as required by the Gramm-Leach-Bliley Financial Modernization Act, 15 U.S.C. § 6801 et seq. ("GLB,") and all applicable federal and state laws including, but not limited to, those set forth in the Insurance Code and/or Administrative Code of the applicable state.

(VI) All policy forms, materials and other supplies furnished to Agency or Agent by MGA shall be returned to MGA or accounted for upon demand.

#### **F. ERRORS AND OMISSIONS COVERAGE.**

(I) As of the Original Effective Date, the Agency or Agent shall have an Errors and Omissions policy in full force and effect providing coverage for the Agency or Agent and all of its agents in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate and shall continue to maintain Errors and Omissions coverage with at least the same minimum limits, and rating as set forth in (II) below, during the original Term and any renewals of this Agreement covering the Agency or Agent and all of its authorized and, where applicable, appointed agents.

(II) The Agent's or Agency's Errors and Omissions coverage shall be issued by an insurer with at least an AM Best 'A-' rating authorized to do business in the state in which the Agency or Agent is licensed and produce policies or by an eligible surplus lines insurer with at least an 'A-' rating.

(III) Proof of the Errors and Omissions coverage required by this Agreement shall be provided by the Agency or Agent to MGA on the effective date of this Agreement and thereafter upon such policy's renewal within five (5) days of any request by MGA

(IV) This Agreement may be immediately terminated by MGA in the event that the Agency or Agent fails to provide written proof of Errors and Omissions Coverage or otherwise fails to maintain such coverage as required by this Agreement.

**G. INDEMNIFICATION.** Without, in any manner, limiting or diminishing MGA's or Company's right to make a claim pursuant to Section III F of this Agreement, the Agency or Agent does and shall indemnify and hold harmless Company and MGA, their parent, subsidiary, and affiliate companies, and their respective Board Members, shareholders, officers, agents, representatives, employees, designees, committees, and committee members (collectively, the "Indemnified Parties") from any liability, damage, claims, or causes of action with regard to any and all losses, claims, damages, fees, and expenses, including legal or other expenses (including, but not limited to reasonable attorney's fees and

costs incurred and all pretrial, trial, post-trial, post-judgment and applicable levels), reasonably incurred or paid by any of the Indemnified Parties on account of any negligent or wrongful act, error or omission of the Agent or Agency, its agents, employees, or representatives in the rendering of services pursuant to this Agreement or any breach or default hereof (including but not being limited to, failure to remit premiums or other fees or sums due MGA or failure to comply with the provisions of the federal Fair Credit Reporting Act, Gramm-Leach-Bliley Act, or similar state and federal laws) except to the extent that MGA has solely caused such liability or damage.

MGA shall indemnify and hold harmless the Agent or Agency, its officers and employees from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses (including, but not limited to reasonable attorney's fees and costs incurred at all pretrial, trial, post-trial, post-judgment and applicable levels), reasonably incurred or paid by the Agent or Agency solely as a result of any negligent or willful misconduct of MGA in the performance of any duty set forth in this Agreement; provided, however, that MGA shall not be obligated hereunder if the Agent or Agency or any of its officers, employees, representatives or agents caused or contributed to such claim, cause of action, liability or damage.

**H. CONTINUING AUTHORIZATION.** If the Agency or Agent does not have an agent authorized to represent MGA for those lines of business authorized by this Agreement, MGA may transfer, at its sole discretion, the Company Business to another agent or agency.

**I. MAINTAINING AGENCY INFORMATION.** The Agency or Agent shall notify MGA within ten (10) business days of any change in the ownership or management of the Agency's or Agent's business operations. Changes include, but are not limited to, any change in the principal agent, officers, directors, and/or managers of the Agency, or changes in physical address, mailing address, e-mail address, phone number(s), and fax number(s), name changes, or changes in the Social Security number, Tax Identification Number, and ownership of the Agency or Agent.

**J. COUNTERSIGNATURE.** A Power of Attorney is herein created pursuant to this Section. The Agency or Agent acknowledges, authorizes, and grants said Power of Attorney (the "Power") to MGA and, by doing so, expressly authorizes MGA in its sole discretion to countersign, electronically, or otherwise, on behalf of the Agency or Agent, as necessary, all Company policies, endorsements, and renewals, and any other endorsements required as a result of changes in the Statute, Insurance Code, Insurance Regulations, or the Documents.

**K. INDEPENDENT CONTRACTOR RELATIONSHIP.** The Agent or Agency acknowledges that, pursuant to this Agreement, an independent service contractor relationship between MGA and the Agent or Agency is established. Nothing contained herein shall be construed as giving rise to an employee/employer, partnership or joint venture relationship between the Agent or Agency or its agents and MGA.

**L. APPOINTMENT FEES.** All statutory or administratively required Agent or Agency appointment fees will be paid by MGA, in any applicable state, upon acceptance of appointment by MGA.

**M. TECHNICAL CAPACITY.** The Agent or Agency is required to implement and utilize, at the Agent's or Agency's sole expense, all technology and equipment as required by MGA including, but not being limited to, a working e-mail address and internet access. The failure of an Agent or Agency to have, implement or maintain the MGA required technical and technological capacity, or to require its agents

to utilize such technical and technological capacity, shall be grounds for MGA to terminate or suspend this Agreement.

**N. BROKERAGE OF MGA BUSINESS.** The Agent or Agency shall not submit applications to MGA pursuant to a formal or informal brokering arrangement with an agent who is not authorized and/or appointed by MGA. The prohibition against brokerage of Company applications applies to the Agent or agents in the Agency as well as to unauthorized and/or unappointed agents in other agencies.

**O. RESPONSIBILITY OF AGENCY OR AGENT.** The Agency or Agent shall be liable for assuring that all agents employed by the Agency or Agent are aware of, and fully comply with, the terms and provisions of this Agreement, the Statute, Insurance Codes, Insurance Regulations, and the Documents in all aspects relevant to the conducting of Company Business by the Agent or Agency and its agents and the fulfilling of all responsibilities of the Agent or Agency as set forth in this Agreement.

**P. AGENT'S OR AGENCY'S ACCESS TO MGA.** The Agent's or Agency's access to MGA will be limited to the systems and methods mutually agreed upon by the parties.

**Q. REQUIRED NOTIFICATION.** Agent or Agency shall advise MGA promptly if the Agent or any officer, director, manager, principal, owner or employee of Agency, or any of the Agent's or Agency's agents or sub producers are convicted of a felony, or other offense set forth in the federal Violent Crime and Law Enforcement Act of 1994, or are otherwise not in compliance with any provision of this Agreement. This is an ongoing obligation.

**R. EXPENSES.** The Agent or Agency shall be responsible for all expenses, fees, taxes or any other charges whatsoever incurred by Agent or Agency or on their behalf with reference to the services of the Agent or Agency pursuant to this Agreement, unless otherwise agreed to in writing by MGA.

**R. BEST EFFORTS.** The Agent or Agency agrees that it will, not inconsistent with applicable laws, rules and regulations, use its best efforts to provide the MGA and the Company with, at minimum, an equal opportunity to market insurance products to policyholders of like quality to those policyholders to whom the Agent markets insurance products for other insurance companies, managing general agencies or underwriters. Such best efforts shall include, but not be limited to, providing its insurance agents and producers with training and marketing support with respect to the Company Business that is consistent with the highest level of the training and marketing support provided to such agents and producers with respect to each agent's and producer's other products. In addition, the Agent or Agency will introduce the Company's products, underwriting guidelines, pricing guidelines and systems to producers in a manner consistent with the introduction of other insurers' insurance programs. The Agent or Agency agrees to render services, and shall render services, to the best of its professional knowledge, skill and judgment, and in accordance with the level of care required of a professional insurance Agent. Agency or manager and the applicable provisions of the Documents, the Statute, the Insurance Code and Insurance Regulations as defined in this Agreement.

**S. OTHER SERVICES.** Agent or Agency agrees to provide such other services as may hereafter be agreed to in writing by the parties.

**T. ADVERTISING.** The Agent shall not use MGA's, Company's or any of their affiliates' names or logos in any advertising, circular, stuffer, brochure or other promotional material without MGA's prior written consent.

**U. PRINCIPAL AGENT RESPONSIBILITY.** The Principal Agent of the Agent or Agency as designated by the execution of the Agreement shall be responsible for the Agent's compliance with and performance of, the obligations as set forth in this Agreement. These obligations include, but are not limited to, ensuring the confidentiality of all information contained in consumer reports. Agent or Agency agrees that its Principal Agent shall ensure the proper use of such information by all of Agent or Agency's employees and any other party acting on the behalf of the Agent or Agency. Agent or Agency agrees to abide by all federal and state statutes and regulations related to proper notification, ordering, use, disclosure and destruction of records containing personally identifiable information.

#### **SECTION IV — DUTIES OF MGA**

**A. COMMISSIONS.** MGA shall pay commissions due as a result of the Agent's or Agency's rendering of services for Assumed Policies pursuant to this Agreement, in amounts as set forth on Schedule A attached hereto, less any deductions, setoffs, reimbursements, holdbacks or return commissions due from Agency or Agent for any cancellations, endorsements, waived premium or other adjustments, in a timely manner, but not later than the last day of the calendar month following the calendar month in which each premium on an Assumed Policy is recorded by MGA. Commissions shall be payable to the Agency or Agent electronically, and in accordance with the applicable provisions of the Documents and this Agreement. MGA reserves the right to withhold and not pay any commission to the Agency or Agent should the Agent or Agency or its employed agent's authority to conduct Company Business be suspended or terminated or should the Agency or Agent not otherwise fully comply with the terms of the Agreement, the Documents, applicable Statutes, Insurance Codes, and/or Insurance Regulations.

Whenever premium is returned to any policyholder or obligor for Assumed Policies the Agency or Agent agrees to refund unearned commission at the same rate at which commissions were originally paid to the Agency or Agent, such refund being calculated as of the date such refund is due. If MGA has made any payments on the Agent's or Agency's behalf, the Agent or Agency agrees to refund such monies as set forth in Schedule A hereto, to MGA. MGA shall be entitled to set off and retain on a monthly basis any sums owing by Agency or Agent to MGA against any sums due said Agency or Agent from MGA hereunder.

Agency or Agent shall not retain or receive any compensation on any business written in jurisdictions in which Agency or Agent is not licensed, not authorized hereunder or not appointed by MGA.

No commissions will be paid on premiums the Agency or Agent has requested MGA collect or which have been placed in collection.

**B. COMMISSION STATEMENTS.** MGA shall issue electronic commission statements to the Agency or Agent by the last day of each calendar month detailing the Agency's or Agent's policy and commission activity for each line of Company Business for all Assumed Policies serviced during the previous calendar month. The statements shall include identification of the policies serviced, premiums written, commissions due hereunder, and the amount due the Agency or Agent (or amounts due MGA or otherwise withheld by MGA). Agency's or Agent's failure to pay any amount due MGA pursuant to such commission statements may result in immediate termination of this Agreement by MGA.

**C. AGENCY OR AGENT RESPONSIBILITY.** As a material inducement for entering this Agreement, Agency or Agent hereby warrants and represents that it is authorized and entitled to receive all fees, commissions and other sums that may be payable hereunder by MGA and that Agency or Agent possesses and shall maintain for as long as this Agreement is in effect, all licenses which may be required to accept and receive such compensation. Agency or Agent shall be solely responsible for any payment which may be due to an agent for any commission or other sum and shall indemnify and hold MGA and Company harmless for any claims, demands, actions, payments, expenses, attorney's fees and costs (at all pretrial, trial, appellate, and post-judgment levels), and liability for any such commission or payment demanded or claimed by any agent, employee, or representative of the Agency or Agent.

**D. MGA FORMS.** MGA will prepare such documents and forms as may be required to produce Company Business. Such forms and documents shall be available to the Agency or Agent on the MGA or Company Website and shall be utilized by the Agency or Agent pursuant to the Documents.

## **SECTION V — TERMINATION AND SUSPENSION**

### **A. TERMINATION.**

1. **Termination Without Cause.** This Agreement may be terminated by the Agency, Agent or MGA at any time upon at least sixty (60) days advance notice, which notice shall be in writing via certified mail, return receipt requested. The effective date of any such termination shall be as stated in the notice.
2. **Termination for Cause.** Notwithstanding any other provisions herein concerning termination and in addition to any other termination provision set forth in this Agreement, this Agreement and the authorization and/or appointment of the Agency or Agent, as applicable, may be terminated by MGA immediately and without notice or right to cure, except as otherwise set forth in Section A(3) hereof, upon the occurrence of any one of the following events:
  - (a) The termination, suspension, dissolution or withdrawal from the applicable state by MGA or Company; or
  - (b) The termination, revocation or suspension by any governmental or regulatory entity of any state(s) in which Agency or Agent does business with MGA of the authority of the Agency or Agent or any agent in their employ to place Company Business with MGA or Company; or
  - (c) The expiration or other loss of Agent's or Agency's license or any license held by any officer, director, principal or manager of the Agent or Agency in any state(s) in which Agent or Agency does Business with MGA; or
  - (d) Where applicable, the failure of the Agency or Agent and its agents to maintain the mandated continuing education, licensure and appointment requirements of the applicable state(s) in which the Agency or Agent does business with MGA; or



(e) Failure of the Agency or Agent to remit premiums and/or fees collected on behalf of MGA or Company; or

(f) The Agency's or Agent's transfer of all, or substantially all, of its Business; or

(g) The Agency's or Agent becomes subject to any insolvency, bankruptcy, or financial recognition proceeding, or makes an assignment of all or substantially all of its assets for the benefit of creditors; or

(h) The occurrence of any violation or breach by the Agency or Agent of: (a) the laws, regulations, or directives of any state(s) in which Agent or Agency does business with MGA; (b) the applicable Insurance Code; (c) the applicable Insurance Regulations; or (d) this Agreement or the Documents; or

(i) The failure of the Agency or Agent to cooperate in the use, disclosure or production of Company or MGA Records; or

(j) The occurrence of any event or events which, in the sole but reasonable discretion of MGA, constitutes either: (a) a material impairment to an Agent's, or the Agency's, ability to properly render those services and fulfill those obligations as required of the Agency or Agent under this Agreement; or (b) conduct evidencing an inability, failure or refusal of the Agency or Agent to abide by the terms and provisions of this Agreement; or

(k) Failure of Agency or Agent to follow established guidelines and procedures as contained in any Company manual, directive and bulletin or any of the Documents; or

(l) Failure of the Agency or Agent to maintain Errors and Omissions coverage in accordance with the provisions of Section III F; or

(m) The Agent's hypothecation, pledge, assignment or other encumbrance of commission paid to it, or the right to future commission payments to Agent, pursuant to this Agreement; or

(n) Failure of Agency or Agent to return unearned Commissions on cancelled policies within sixty (60) days of the date of cancellation of the policy.

3. **Cure Period.** With respect to Sections V(A)(2)(h) through (n) above, Agent or Agency shall have ten (10) days after receipt of written notice of such default or breach to cure said default or breach to the satisfaction of the MGA. Agent's or Agency's failure to cure within the cure period shall permit MGA to terminate this Agreement as of the end of the cure period.

**B.**

**C. INTENTIONALLY LEFT BLANK.**

**D. ADMINISTRATIVE PAYMENT.** In addition to any other rights of MGA set forth herein or in the Documents, MGA may require payment by the Agency or the Agent of an amount not to exceed the gross amount of any commission derived by the Agency or the Agent on any Company policy or policies written or bound in violation of this Agreement or the Documents, applicable Statutes, Insurance Codes,

or Insurance Regulations. Failure of the Agency or the Agent to make such payment upon written demand by MGA is grounds for immediate termination of the Agreement by MGA.

## SECTION VI — GENERAL PROVISIONS

**A. CONTROLLING LAW.** Any matters related to or arising under this Agreement shall be controlled and be subject to the laws of the state of Florida.

**A. ENTIRE AGREEMENT.** This Agreement supersedes and terminates all prior agreements between the parties. This Agreement, together with all Schedules hereto, which Schedules are incorporated herein by reference and adoption, constitute the sole and entire Agreement setting forth the benefits and obligations of the parties hereto with respect to the subject matter thereof.

**B. AMENDMENT AND MODIFICATION.** This Agreement may not be modified except in writing signed by the parties hereto. However, the parties acknowledge that MGA may, from time to time, unilaterally adopt requirements and/or standards applicable to Agencies and Agents, which requirements and/or standards shall be adhered to and enforced by Agencies and Agents and be deemed incorporated into this Agreement and shall be deemed as a part of the Documents, as defined and referred to herein.

**C. SURVIVAL OF OBLIGATIONS.** The parties hereto acknowledge that they shall continue to be bound by, and shall perform, subsequent to the termination or expiration of the Agreement, all of the obligations set forth herein necessary to fulfill the obligations of the parties pursuant to this Agreement.

**D. SEVERABILITY.** In the event any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement not held otherwise unenforceable shall be deemed valid and enforceable.

**E. WAIVER.** The failure of MGA to take any action, or to delay taking any action, respecting any default by the Agency or the Agent or any other MGA right hereunder shall not be deemed to constitute a waiver of the default, any subsequent default, or any other right hereunder or an amendment to this Agreement.

**F. HEADINGS.** The section and paragraph headings herein are for convenience of reference only and do not define or limit any of the provisions hereof.

**G. CONSIDERATION.** All parties to this Agreement do acknowledge that there is good and valuable consideration for the undertakings and obligations set forth herein.

**H. REMEDY.** Subject to the provisions of the Documents, all parties shall have all remedies available according to the laws of the State in which the Company Business is produced hereunder.

**I. ADVERTISING.** The Agency or the Agent shall not use MGA's, Company's, or any of their affiliates', names or logos in any advertising, circular, stuffer, brochure, or promotional material without MGA's prior written consent. MGA shall not use the Agency's, Agent's, or any of its affiliates', names or logos in

any advertising, circular, stuffer, brochure, or promotional material without the Agent's or Agency's prior written consent.

**K. CONFIDENTIALITY.** The term "Confidential Information" shall mean this Agreement, the Documents, and all data, trade secrets, business information, and other information of any kind whatsoever that a party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of MGA and/or Company, to the Agency or the Agent, or its customers, employees, third-party vendors or licensors. Confidential Information includes Customer Information, as defined below. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise.

MGA acknowledges that Agent or Agency and its agents have a responsibility to its customers and other consumers using its services to keep information it has received or produced about their usage of its services and about their accounts ("Customer Information") strictly confidential. Each of the parties to this Agreement, as Recipient, hereby agrees that it will not, and will cause its employees, officers, directors or agents, consultants, affiliates and independent contractors not to, disclose Confidential Information of the other party or use Confidential Information, including Customer Information, during or after the Term of this Agreement, other than on a "need to know" basis and then only: (a) to affiliates of Discloser; (b) to Recipient's employees or officers; (c) to affiliates of Recipient, its independent contractors at any level, agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; (d) pursuant to the exceptions set forth in 15 U.S.C 6802(e) and accompanying regulations, which disclosures are made in the ordinary course of business and (e) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the other party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care.

Recipient shall notify Discloser of any actual or threatened requirement of law or legal process to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall assist and cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Such requirements include, but are not limited to, requests or demands for Confidential Information by banks or insurance examiners and regulators, or courts of competent jurisdiction.

The Recipient agrees that Confidential Information shall remain confidential and shall not be used or disclosed to any third party other than to perform the business of insurance as permitted by law and pursuant to this Agreement. In the event the Recipient intends to disclose Confidential Information, the Recipient agrees to provide affected customers and/or consumers with the required legal notice and an opportunity to tell the Recipient that they do not want the receiving party to share the information.

The Recipient acknowledges and agrees that any violation of this subsection K shall cause immediate and irreparable harm to the Discloser and, in addition to any other available rights and remedies, the Discloser shall be entitled to immediate injunctive and other relief to prevent the further use and disclosure of the Confidential Information. This Section shall survive any termination or expiration of this Agreement.

**L. WEBSITE.** Agency or Agent agrees to adhere to the terms and conditions governing Agency's or Agent's use of any existing MGA or Company website or any website MGA or Company may own, make available, operate, acquire, use from time to time, create or sponsor in the future, and any services available under such websites. Attached hereto as Schedule B is the MGA Internet and Password Agreement with which Agency or Agent shall at all times comply (the password and password agreement are deemed as Confidential Information). These terms and conditions may change without notice. Agent's or Agency's use of these websites constitute agreement to the terms and conditions that exist at that point in time.

**M. NOTICES.** Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein, or as may otherwise be required or necessitated by this Agreement, shall be given as provided for herein, and if not specifically provided, such actions may be undertaken in writing and sent via facsimile, hand delivery, overnight carrier, or by registered or certified mail and shall be addressed or delivered as follows:

As to MGA:

CENTAURI SPECIALTY MANAGERS, INC.  
Attention: \_\_\_\_\_  
5391 Lakewood Ranch Boulevard, Suite 303  
Sarasota, FL 34240

As to the Authorized and, where applicable, Appointed Agency or Agent:

Name:  
Attn (principal agent):  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

Notices sent by hand delivery or facsimile transmission shall be deemed effective on the date of hand delivery or confirmed facsimile transmission. Notices sent by overnight courier shall be deemed effective on the next business day after being placed into the hands of the overnight courier. Notices sent by registered or certified mail shall be deemed effective on the third (3rd) business day after being deposited into the post office.

**N. OWNERSHIP OF EXPIRATIONS.**

Following the termination of this Agreement, the Agent or Agency having promptly accounted for and paid over to MGA premiums and other sums for which Agency or Agent is liable, the records, use and control of expirations, shall remain the property of Agent or Agency and be left in the undisputed possession of Agency or the Agent. "Expirations" means all records and information pertaining to customers, and the right, to the exclusion of the other party to this Agreement, to solicit renewals and new business from such customers. MGA and Company shall retain all policies until such time as natural expiration of the existing policy occurs. In the event the Agent or Agency has failed to account for, or promptly pay to MGA, all premiums and other sums due hereunder, or has breached or is in default

under this Agreement, said Expirations shall be the sole and exclusive property of MGA and Agency or Agent shall take any and all action necessary to effect such rights and interests of MGA.

#### **O. MEDIATION/ARBITRATION.**

If the parties are unable to resolve a dispute arising out of or relating to this Agreement, the parties will in good faith attempt to resolve such dispute through non-binding mediation before a mediator acceptable to both sides, provided, however, a dispute relating to infringement of intellectual property rights or confidentiality shall not be subject to this provision.

Any controversy or claim, other than those specifically excluded, between or among the parties not resolved through mediation under the preceding provision, shall at the request of a party be determined by binding arbitration. The arbitration shall be conducted by one independent arbitrator who shall be a retired judge or attorney practicing in the areas of insurance and information technology law, as applicable. The Arbitration shall be held in Sarasota, Florida in accordance with the United States Arbitration Act (Title 9, U. S. Code), notwithstanding any choice of law provision in this Agreement, and under the auspices and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of JAMS, Inc. then in effect. If JAMS, Inc. is unable or legally precluded from administering the arbitration, then it shall be conducted under the auspices and Commercial Arbitration Rules of the American Arbitration Association. Each party may serve a single request for production of documents. If disputes arise concerning these requests, the arbitrator shall have sole and complete discretion to determine the disputes. The arbitrator shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall follow the law in reaching a reasoned decision and shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for their decision. The arbitrator shall reconsider the decision once upon the motion and at the expense of a party. The Section of this Agreement entitled "Confidentiality" shall apply to the arbitration proceeding, all evidence taken, and the opinion, which shall be Confidential Information of both parties. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction.

No provision of this Section shall limit the right of a party to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration for matters or claims based on an allegation of irreparable harm and the need for injunctive relief. The exercise of a remedy does not waive the right of either party to resort to arbitration. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either party to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

If either party commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover, from the other party, reasonable costs incurred in connection with such enforcement including, but not limited to, attorneys' fees (at all pretrial, trial, post-trial, post-judgment, and appellate levels), expenses, and costs of investigation, litigation, arbitration, appeal, and collection.

**P. PRINCIPAL AGENT RESPONSIBILITY.** The Principal Agent of the Agency or Agent as designated by the execution of the Agreement shall be responsible for the Agency's or Agent's compliance with, and performance of, the obligations as set forth in this Agreement.



**IN WITNESS WHEREOF**, the parties have set their hands and seals this — day of \_\_\_\_\_ (the Original Effective Date).

Signed in the presence of:

{ CENTAURI SPECIALTY MANAGERS, INC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

{ \_\_\_\_\_ **Agency**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**(Agency Principal)**

**SCHEDULE "A"**

**AUTHORIZED TERRITORY, AUTHORIZED COVERAGES AND COMMISSION SCHEDULE**

This Schedule "A" is attached to and by reference made a part of the Authorization and Appointment Agreement ("Agreement") between CENTAURI SPECIALTY MANAGERS, INC. ("MGA") and \_\_\_\_\_ ("Agency" or "Agent").

It is mutually understood and agreed as follows:

1. MGA grants limited authority to Agency or Agent to service the following type(s) of Assumed Policies in accordance with the terms and conditions of the Agreement for CENTAURI SPECIALTY INSURANCE COMPANY ("Company") Business as defined in the Agreement.

2. The Agency or Agent shall be entitled to receive as its sole compensation for all Company Business serviced under the Agreement a percentage of the total collected written premium for any risk produced by Agency or Agent pursuant to this Agreement, in accordance with the schedule below. "Total written premium" for any policy shall be defined as premium paid for Company Business serviced hereunder, net of, and not including, any policy fees, surcharges, assessments, cancellations, endorsements, return premium, waived premium, other premium adjustments, or any dishonored checks or payments.

<b>Line of Business</b>	<b>State(s)</b>	<b>Commission (New/Renewal)</b>
Homeowners Multi Peril	LA	10/10
Dwelling Fire	LA	10/10
Allied Lines	LA	10/10
Inland Marine	LA	10/10
Other Liability	LA	10/10
Burglary and Theft	LA	10/10

\_\_\_\_\_ **Agency**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(Agency Principal)**



**SCHEDULE "B"**

**INTERNET AND PASSWORD AGREEMENT**

This Schedule "B" is attached to and by reference made a part of the Authorization and Appointment Agreement ("Agreement") between CENTAURI SPECIALTY MANAGERS, INC. ("MGA") and \_\_\_\_\_ ("Agency" or "Agent").

It is mutually understood and agreed as follows:

1. Agency or Agent acknowledges and is aware that MGA shall utilize Company's Policy Administration System in connection with its internet services. The Agency's or the Agent's password for Company's Policy Administration System is: \_\_\_\_\_. MGA reserves the right to change or cancel Agency's or Agent's password at any time and for any reason including, but not limited to, security reasons, without prior notice to Agency or Agent.

2. Agency or Agent shall only permit licensed and, where applicable, MGA-appointed Agents, as defined in the Agreement, to utilize MGA's internet services, including Company's Policy Administration System and shall not disclose, reveal, divulge or otherwise provide the Agency's or Agent's password to any third party.

3. Agency or Agent shall appoint a principal agent ("Principal Agent") who shall be responsible for the supervision of all agents in order to assure full compliance with the terms of this Agreement, including this Schedule B.

4. Agency or Agent shall be responsible to assure that it is, at all times during the term of the Agreement, in compliance with all terms and conditions which may be established from time to time by MGA for the use of any internet services.

5. Notice that the Agency or Agent or any of its agents has bound any insurance coverage through Company's Policy Administration System shall be immediately be given to MGA and all appropriate documents including, without limitation, the binder, application, and all other supporting documents, shall be signed by the insured and binding Agent and maintained by the Agency after the coverage is bound.

\_\_\_\_\_ **Agency**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**(Agency Principal)**

**SCHEDULE "C"**

**DIRECT DEPOSIT AND ELECTRONIC COMMISSION STATEMENT AGREEMENT**

This Schedule "C" is attached to and by reference made a part of the Authorization and Appointment Agreement ("Agreement") between CENTAURI SPECIALTY MANAGERS, INC. ("MGA") and \_\_\_\_\_ ("Agency" or "Agent").

It is mutually understood and agreed as follows:

1. The Agency or Agent authorizes MGA, in accordance with the terms of the Agreement, to directly deposit commissions to the following account:

Bank Account Number:
Bank Routing Number:
Agency/Agent Name:
Agency/Agent Number(s):
FEIN/Tax ID Number:
Phone Number:
Fax Number:
Email Address:

2. Electronic commission statements will be sent to above email address. Agency or Agent understands and acknowledges that this is a secure and private email address of its choosing. Agency or Agent will notify MGA of any change to email address and complete new form if necessary.
3. If funds to which Agency or Agent are not entitled are deposited into the foregoing account, Agency or Agent authorizes MGA to direct the bank to return said funds to MGA.
4. Agency or Agent acknowledges that commissions might not be deposited to the foregoing account until after 5:00 p.m. on the scheduled deposit date as set forth in the Agreement.
5. Agency or Agent acknowledges that the initial establishment of the direct deposit account may take up to two billing cycles to become active. MGA shall not be liable for any delay in the establishment or functioning of the direct deposit account.
6. Agency or Agent agrees to indemnify and hold harmless MGA, its officers, directors, employees, agents, designees and affiliates, from and against any and all claims, causes of action, liabilities, demands, costs, fees, expenses (including reasonable attorney's fees), suits, judgments, adjudications and losses of whatever kind or nature which results from electronic delivery of commissions and commission statements pursuant to this Agreement, except that MGA shall not be indemnified or held harmless if MGA's gross negligence or gross misconduct caused or contributed to any harm or damages claimed.

At the initial establishment of the direct deposit account, Agency or Agent shall verify to MGA the account routing number by providing appropriate supporting documentation such as **a copy of Agency's or Agent's voided check.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_