



Citizens Property Insurance Corporation Agency Agreement

The purpose of this Agency Agreement (Agreement) is to set forth the terms and obligations of a Citizens agency and the consequences for failing to meet such obligations. Once accepted by Citizens as indicated by the issuance of a Notice of Approval this Agreement constitutes the contract between Citizens and the executing insurance agency ("Agency"). By executing this Agreement, the Agency agrees to the following terms and conditions:

Definitions

"Agency" is an insurance agency, as defined in Section 626.015, Florida Statutes, and is the entity through which an Agent conducts the Agent's business operations.

"Agency Principal" means the individual specifically designated within the Agency to serve as the contact for Citizens and the person responsible for assuring that the Agency, all Appointed Agents, and Customer Representatives who have been appointed by the Agency are aware of, and fully comply with, Florida law, the terms and conditions of this Agreement and all rules relevant to conducting Citizens business.

"Agent" has the same meaning as defined in Section 626.015, Florida Statutes.

"Agent Appointment Agreement" means the contract between Citizens and an Agent through which the Agent conducts insurance business with Citizens.

"Agent Guidelines" mean collectively the Citizens:

- Underwriting Manuals,
- Agent Bulletins,
- Plan of Operation, as applicable, and
- Other official publications communicated to agents which set forth Citizens' official policies or requirements.

"Agency Personnel" means any and all personnel, including but not limited to Agents who are employees or independent contractors of the Agency and any Customer Representatives that are appointed by the Agency, who perform work relating to Citizens business under the supervision of the Agency.

"Appointed Agent" means an Agent who is an employee or contractor of the Agency, and who has been appointed by Citizens through execution of an Agent Appointment Agreement.

Citizens' "Board of Governors" has the same meaning as defined in Section 627.351(6), Florida Statutes.

Citizens' "Market Accountability and Advisory Committee" has the same meaning as defined in Section 627.351(6), Florida Statutes.

Citizens' "Plan of Operation" means the written plan governing Citizens as required by Section 627.351(6), Florida Statutes and approved by the Florida Financial Services Commission.

"Citizens Systems" means any and all electronic or online systems maintained by Citizens through which data relating to policyholders or to Citizens business is stored and to which the Agency is provided access for purposes of conducting Citizens business in accordance with this Agreement.

"Confidential Information" means all information related to Citizens business that is confidential as set forth in Section 627.351(6)(x), Florida Statutes (as may be amended) and relevant laws relating to privacy and data security. Confidential Information includes, but is not limited to:

- Personal information relating to Citizens business that identifies or could reasonably be used to identify an individual,
- Materials that are included in the underwriting files of Citizens' policyholders,
- Materials that are included in a Citizens' claims file, and
- Proprietary information licensed to Citizens under contract and the contract provides for the confidentiality of such proprietary information.

“Customer Records” refers to all applications, expirations, records, and other written or electronic information relating to any and all policies written by or applications accepted on behalf of Citizens pursuant to this Agreement and possessed or maintained by or on behalf of the Agency.

“Customer Representative” has the same meaning as defined in Section 626.015, Florida Statutes.

“Notice of Approval” means the written notice from Citizens accepting the Agency’s offer to enter into this Agreement with Citizens.

“Security Incident” means an incident in which there has been, or the Agency reasonably believes there has been, unauthorized or unintentional access to or acquisition, use, modification, loss, unavailability, or disclosure of Confidential Information in the custody or control of the Agency or any of its Agency Personnel.

“Transmitted Records” means data and records, including copies of any Customer Records, maintained by Citizens which have been transmitted by the Agency or any Agency Personnel to Citizens or to Citizens’ Clearinghouse for the purpose of transacting business with Citizens in accordance with this Agreement.

I. Agreement

- A. Agency Relationship.** By executing this Agreement, the Agency, through its Agency Principal, agrees to supervise and facilitate the business operations of all Agency Personnel engaged in Citizens business and to comply with the terms and conditions of this Agreement and the Agent Guidelines. The Agency must have and maintain at least one Appointed Agent at all times. The Agency must ensure that every insurance agent within the Agency who conducts Citizens business is appointed by Citizens and that only Appointed Agents transact insurance on behalf of Citizens. The Agency is responsible for annual verification of the renewal of those Appointed Agents whose appointments are being renewed, and for ensuring that the renewal fees of those Appointed Agents are paid to Citizens. Furthermore, the Agency represents that it has read and understands the Agent Appointment Agreement, which is the agreement by which Citizens appoints Agents to sell and service Citizens business. The Agency will ensure that all of its Agency Personnel are aware of and comply with the terms of the Agent Appointment Agreement and the Agent Guidelines. The Agency understands and recognizes its responsibilities to Citizens and agrees to strictly adhere to the obligations set forth in this Agreement.
- B. Agency Performance.** The Agency acknowledges and agrees that Citizens may, with Agent Roundtable (ART) and Market Accountability and Advisory Committee (MAAC) input, and with Board of Governors (Board) approval, establish, and from time to time, modify performance standards for agencies. The Agency agrees to strictly adhere to such performance standards and understands the failure to do so constitutes a material breach of this Agreement.
- C. Effective Date and Term.** This Agreement is effective on the date shown in Citizens’ Notice of Approval to the Agency. This Agreement will remain effective so long as the Agency complies with the provisions of this Agreement or until this Agreement is terminated.

II. General Requirements

- A. Compliance with the Citizens’ Policyholder Declaration of Rights.** The Agency hereby agrees to comply with the Policyholder Declaration of Rights contained in [Citizens’ Plan of Operation](#).
- B. Compliance with Law and Citizens’ Requirements.** The Agency agrees to follow all applicable laws and regulations, the Agent Guidelines and Citizens’ Plan of Operation.
- C. Ethics and Standards of Conduct.** The Agency agrees to conduct business according to the highest standards of honesty, integrity, and other standards established by law or regulation towards all customers and Citizens’ staff or representatives. The Agency shall also ensure that Agency Personnel conduct all Citizens business according to applicable ethical standards established in Citizens’ Agent Guidelines and the ethics requirements established for insurance representatives by the Florida Department of Financial Services.
- D. Errors and Omissions Insurance.** At all times during the term of this Agreement, the Agency agrees to maintain Errors and Omissions Coverage covering the Agency and its Appointed Agents. The policy must be issued by an insurer authorized to transact insurance in Florida or by an eligible surplus lines insurer. The insurer shall have a financial strength rating of at least “B+” (good) by A.M. Best Company. The Agency agrees to provide proof of

compliance with this Errors and Omissions coverage requirement upon request. The coverage limits must be at least \$1 million per occurrence and \$1 million annual aggregate.

- E. Citizens as Residual Market Insurer.** The Agency acknowledges that Citizens is a residual market entity and should be a market of last resort when placing business. To the extent that risks are marketed through Citizens' Clearinghouse in accordance with the applicable Agent Guidelines, such efforts are considered reasonable efforts in compliance with this provision. However, to the extent that risks are not eligible for submission to Citizens' Clearinghouse, such risks must be marketed in accordance with applicable Agent Guidelines.
- F. Advertising and Use of Citizens' Name and Materials.** The Agency shall not advertise or promote its relationship with Citizens or the Agency's ability to obtain insurance for customers through Citizens via any medium. The Agency shall not use the logos, trademarks or trade name of Citizens in any advertisement, marketing, website, promotional, phone directory, or other materials that are distributed to others. This provision does not prohibit the Agency from using Citizens' name or logo for purposes of assisting customers with claims services.
- G. Professional Representation of Citizens.** The Agency acknowledges that it represents Citizens before the public. The Agency agrees not to dishonor, discredit or injure the reputation of Citizens.
- H. Licensure or Registration.** The Agency must maintain its insurance agency license or registration, as applicable, in good standing for each agency location, pursuant to Sections 626.112 and 626.172, Florida Statutes.
- I. Tax Information.** The Agency must ensure that the name and Federal Employer Identification Number (FEIN) initially reported to Citizens in the Application under the Agency Information is correct and matches the legal name and FEIN reflected in Internal Revenue Service (IRS) records. The Agency agrees that Citizens may withhold commission as required by any federal law, IRS levy, or as reimbursement for any income tax withholding or IRS penalties incurred by Citizens due to the Agency's failure to provide and maintain accurate information.
- J. Information Verification.** The Agency shall keep its information with Citizens updated. This information includes the Agency name and contact information. Citizens may also require a list of all agents and support staff. Each year, on a date specified by Citizens, the Agency agrees to certify the completeness and accuracy of such information.
- K. Role of the Agency Principal.** The Agency shall designate one person as the Agency Principal. The obligations of the Agency Principal shall not alter, diminish or waive the obligations and responsibilities of the Agency or individual Appointed Agents. By designating the Agency Principal, the Agency agrees that any decision made by the Agency Principal shall be binding upon the Agency and that, the Agency Principal shall be the official point of contact for any communication or legal notice from Citizens. As it relates to Citizens, the Agency Principal is the only person authorized to make changes in the records of the Agency or to add and remove Appointed Agents. Upon the departure of the Agency Principal, the Agency shall notify Citizens and designate a new Agency Principal within ten (10) business days.
- L. Departure of Agent(s) from Agency.** The Agency Principal shall notify Citizens, by way of email to Agents@citizensfla.com, immediately, but no later than 48 hours after an Appointed Agent leaves, relocates or takes an extended leave of 30 calendar days or more from the Agency.
 - 1. At the time that the Agency notifies Citizens of an Appointed Agent's departure from the Agency, the Agency shall advise Citizens of how to appropriately handle the placement of the departing Appointed Agent's Citizens book of business. The Agency agrees that any directives it provides Citizens regarding the handling of the departing Agent's book of business will be in accordance with the contract between the Appointed Agent and the Agency.
 - 2. If the contract between an Appointed Agent and Agency provides that Agency owns the book of business, and that Appointed Agent departs from the Agency, the Agency shall assist Citizens in transitioning the book of business to a new agent (or agents) of record who is also an Appointed Agent, authorized to write such line of business, so as to effectuate a smooth transition of the policies whereby no policyholder is without an agent of record servicing his or her policy for any period of time.
 - 3. If the contract between the Appointed Agent and Agency provides that the Appointed Agent owns the book of business, upon his or her departure from the Agency, the Agency will be responsible for cooperating with the departing Appointed Agent and Citizens to ensure that all necessary steps are

taken to effectuate a smooth transition of the Appointed Agent's book of business, whereby no policyholder is without an agent of record servicing his or her policy for any period of time.

4. Upon an Agent's departure from the Agency, the Agency is responsible for terminating the departing Agent's access to any Confidential Information that remains in the custody and control of the Agency.
- M. Right to Audit.** The Agency acknowledges and agrees that Citizens has the right to review and audit Customer Records, as defined herein, including such records that the Agency or its Agents are required by law to maintain. By entering into this Agreement, the Agency agrees to provide Citizens access to all Customer Records, as defined herein, for purposes of review and audit. The Agency shall not unreasonably delay or inhibit Citizens' right to audit or review Customer Records as set forth in this section. Failure to comply with this obligation constitutes a material breach of this Agreement and will subject the Agency to discipline as set forth in Section VI.B.3. and VI.E. of this Agreement.
- N. Ownership of Customer Records.** Agency and Citizens agree that Citizens does not own the Customer Records, but that the ownership of Customer Records will be determined by the terms of the contractual relationship between the Agency and its Appointed Agents. To the extent such Customer Records are owned by Agency, Agency grants to Citizens an irrevocable license to use and distribute Transmitted Records in the normal course of business. Such license shall survive this Agreement. Citizens will not use the Transmitted Records to solicit policies, and such records will not be shared with third parties except as set forth in or otherwise authorized by applicable laws, rules, or the rules of administrative, civil, or criminal procedure.
- O. Public Records Obligations.** As a State of Florida governmental entity, Citizens is subject to Chapter 119, Florida Statutes. Agency acknowledges and understands that records regarding business between Citizens and Agency may be considered public records under Chapter 119, Florida Statutes (although exemptions to public inspection requirements may apply). If the Agency, or any of the Agency Personnel, receives a Public Records Request that appears to be in any way directed to Citizens, the Agency shall immediately provide notice to Citizens' Records Custodian by way of email to: recordsrequest@citizensfla.com.
- P. Subpoena Responses.** If the Agency receives a subpoena for Customer Records or records relating to Citizens' insurance transactions, and such subpoena regards any action involving or likely to involve Citizens, the Agency agrees to immediately forward a copy of such subpoena to Citizens' Record Custodian at: recordsrequest@citizensfla.com.

III. Technology and Data Security Requirements

- A. Technology Requirements.** The Agency agrees to utilize all technology, hardware, software and equipment reasonably required by Citizens including, but not limited to, maintaining a working and unique e-mail address for the Agency Principal and any Agency Personnel who access Citizens Systems on behalf of the Agency, and any electronic system required for the processing and servicing of Citizens business. The Agency's technology, hardware, software, or equipment may be administered by a third party. However, the Agency remains responsible for ensuring that any such technology, hardware, software, or equipment complies with this Agreement. Citizens may provide and require the Agency to use certain software, data or specialized internet-based services in the course of the Agency's duties. The Agency agrees to execute and comply with any terms of use of such software, data or services and any non-disclosure agreements required by Citizens or the vendors of such software, data or services. The Agency agrees to ensure that all of its Agency Personnel are in compliance with the Technology and Data Security Requirements set forth in this section. Citizens is not responsible for any costs associated with the implementation and utilization of any technology, hardware, software and equipment requirements.
- B. Access to Citizens Systems.** The Agency agrees that Citizens may limit or deny the Agency or any of the Agency Personnel's credentials to access Citizens Systems at any time during the term of this Agreement if Citizens, at its discretion, determines that such action is reasonably necessary to protect the security of Citizens Systems, the privacy of policyholder data, or the confidentiality of other such Confidential Information. Should Citizens limit or deny credentials to access Citizens Systems pursuant to this subsection, the Agency may seek reinstatement through an appeal process. Nothing in this subsection shall be construed to limit Citizens' rights pursuant to any other provision of this Agreement.
- C. Data Export Restriction.** The Agency shall not allow any Citizens' policyholder data that includes or consists of Confidential Information to be exported to or accessed from outside of the United States without obtaining the prior written consent of Citizens, which may be withheld by Citizens in its absolute discretion, with the sole exception

being that the Agency may send a policyholder's own data to a policyholder who is located outside of the United States as necessary to service a policy.

D. Records Custody and Retention. Agency is responsible for the custody and retention of its Customer Records in accordance with applicable state and federal laws and regulations. Citizens is responsible for custody and retention of Transmitted Records in accordance with applicable state and federal laws and regulations.

E. Security Incidents. In the event of a Security Incident:

1. Agency must take all reasonable measures to secure the information and mitigate or prevent any further unauthorized disclosure;
2. Agency shall provide written notice of such Security Incident to Citizens via email to privacy@citizensfla.com as expeditiously as possible after its occurrence, but no later than 48 hours after learning of its occurrence. If Agency does not learn of the Security Incident within 48 hours of its occurrence, then Agency must immediately (same day) notify Citizens upon learning of such occurrence.
3. Agency understands and acknowledges that Citizens must investigate any notice of a Security Incident. Agency agrees to cooperate in any such Investigation. Citizens may also be required to take further steps to respond to a Security Incident. Such steps may include, but are not limited to, all or any of the following:
 - a. Reporting such Security Incident to the appropriate law enforcement entity or entities and cooperating in any law enforcement investigation;
 - b. Developing and delivering legal notices required by applicable law or other informal notices;
 - c. Establishing a toll-free telephone number where affected persons may receive information relating to the Security Incident; and
 - d. Providing credit monitoring/repair and/or identity restoration for affected persons for at least one (1) year following the announcement or disclosure of the Security Incident or following notice to the affected persons, whichever is later.

The investigation and other steps described in this section will be carried out and directed by Citizens, and the costs thereof will be initially incurred by Citizens, unless the parties agree otherwise.

4. The indemnification provision contained in Subsection VII.G. of this Agreement is applicable to any costs incurred by Citizens in the course of investigating or responding to a Security Incident.

The Agency must ensure that Agency Personnel are aware of the requirements of this section and are capable of identifying circumstances that may constitute a Security Incident. Agency must ensure that if Agency Personnel become aware of circumstances that may constitute a Security Incident, they immediately notify the Agency.

F. Use and Retention of Confidential Information. Agency must ensure that Confidential Information is not disclosed to third parties unless authorized by law, and ensure that Confidential Information is not processed for any purpose except as allowed by applicable federal and state laws and this Agreement. In the event that Agency, for any reason, receives Confidential Information that Agency is not authorized to access, Agency must securely destroy such information and assist Citizens in ensuring that no further unauthorized use of such information is made.

G. Disclosure to Agency Personnel and Third Parties. Prior to any disclosure of Confidential Information to Agency Personnel or any third party, Agency shall enter into a written, valid and enforceable agreement with such Agency Personnel or third party that includes terms that are substantially the same as the terms applicable to the disclosure and protection of Confidential Information contained in this Agreement.

H. Written Information Security Program. Agency shall maintain a written program of administrative, technical and physical safeguards to protect against Security Incidents that involve Confidential Information in the custody or control of the Agency or Agency Personnel. Appropriate safeguards shall include, but are not limited to, policies and procedures that are designed to: 1) protect the security of Confidential Information; 2) protect against any

anticipated threats to the security or integrity of Confidential Information; 3) protect against Security Incidents; 4) ensure the proper and secure disposal of Confidential Information; 5) secure business facilities, data centers, paper files, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; 6) provide for personnel security and integrity including, but not limited to, background checks consistent with applicable law; and 7) require ongoing privacy and information security training for all personnel. The Agency must ensure that all of its Agency Personnel are bound by and comply with such program.

- I. **Security Requirements.** Agency shall comply with applicable laws relating to the privacy and security of Confidential Information and shall take reasonable measures to protect and secure Confidential Information in Agency's custody or control or in the custody or control of Agency Personnel. Additionally, Agency shall comply with Citizens' Information Security Requirements attached hereto as Exhibit 1.
- J. **Security Self-Assessment.** Upon reasonable notice to Agency, Citizens may, no more than once per year during the term of the Agreement, require that the Agency complete a security self-assessment questionnaire provided by Citizens of Agency's privacy and security safeguards and practices to ensure that Agency complies with the terms and conditions of this Section and the Information Security Requirements set forth in Exhibit 1; and report the results of such assessment to Citizens.
- K. **Security Audit.** Without limiting Citizens' rights set forth in this Agreement, and upon reasonable notice to Agency, Citizens may conduct a security assessment, network scan, forensic investigation and/or audit of any computer or network utilized by the Agency in conducting Citizens business or by Agency Personnel in accessing Citizens Systems in the event that: 1) there has been, or circumstances indicate an elevated risk of, a Security Incident involving the Agency; 2) Citizens has discovered or reasonably believes that Agency is not employing or maintaining security in compliance with this Agreement and Exhibit 1; or 3) there is an action, investigation or request by any governmental, statutory, public, or enforcement authority or regulator. Any such assessment, network scan, investigation or audit undertaken pursuant to this provision will be tailored to address technology and data security relating to Confidential Information. Failure to cooperate with Citizens during the course of such an assessment, network scan, investigation, or audit may result in disciplinary action pursuant to Section VI.B.3. or VI.E. of this Agreement.
- L. **Electronic Signature.** Agency and Agency Personnel may submit documents to Citizens using electronic Agent, applicant and policyholder signatures (also called "eSignatures"), subject to limitations set forth in the Agent Guidelines, which include, but are not limited to:
 - 1. Policyholder statements to exclude windstorm coverage and/or contents coverage;
 - 2. Notarized forms and required forms signed by an applicant's or policyholder's authorized representative.

Electing to use eSignatures on documents is voluntary. Electronic signature capability must be obtained through use of a third-party provider. Citizens will not be responsible for any costs associated with the use of such third party provider. All Agency eSignature systems must comply with all applicable state and federal laws relating to the use of eSignatures including, but not limited to the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, the Florida Electronic Signature Act of 1996, and the Florida Uniform Electronic Transaction Act.

IV. Operational Requirements

- A. **Underwriting Submissions.** The Agency agrees to establish and maintain a formal program to review underwriting submissions of its Appointed Agents. Such program will be intended to ensure that such underwriting submissions are in accordance with the Agent Appointment Agreement and the Agent Guidelines, and will provide reasonable oversight of the Agency's operations to include monitoring underwriting submissions, measuring compliance and error levels, and providing for internal enforcement of Citizens' underwriting requirements.
- B. **Premium Collection and Submission.**

1. **Premium Payments.** All checks paid by or on behalf of the applicant or policyholder must be made payable to Citizens and remitted to Citizens in accordance with the provisions and procedures set forth in the Agent Guidelines. Premium payments must be submitted to Citizens without deduction for commission or other charges.
 2. **Fees and Surcharges.** Neither the Agency nor any Agency Personnel may charge or collect any fee in excess of the applicable Citizens' premium (e.g., service, inspection, or photograph fees). This prohibition does not apply to bank charges for returned checks associated with payment of premium. Moreover, this provision does not prevent the Agency from collecting, from policyholders, the exact amount of any discount or other such fee charged by a credit card facility in connection with the use of a credit card to the extent that such collection is permitted by law. However, no charges, fees or surcharges can be communicated to the applicant or policyholder as being a part of the Citizens' premium.
- C. Claims.** If an insured reports a claim to the Agency, the Agency must immediately report the claim to Citizens electronically or by calling 866.411.2742. If a catastrophic or other weather-related event prevents reporting immediately, the Agency agrees to instruct the claimant to file the claim directly with Citizens by calling 866.411.2742; and the Agency further agrees to report the claim to Citizens as soon as possible. The Agency agrees to cooperate fully with Citizens in the investigation and adjustment of such claim.
- D. Notification of Financed Premiums.** The Agency acknowledges and agrees that if an Appointed Agent has assisted or arranged for financed premiums through a premium finance company (PFC), the Appointed Agent must indicate "premium financed" on the initial application, must notify Citizens whenever renewal policies are financed, and must provide a fully executed Premium Finance Agreement to Citizens. Failure to comply with these requirements may result in unearned premium being refunded to the policyholder followed by a subsequent payment to the PFC. The Agency agrees to reimburse Citizens for any duplicate unearned premium refund caused by the failure to meet this requirement, and acknowledges that failure to make such payment to Citizens may result in termination of this Agreement.
- E. Contact Information.** The Agency agrees to keep all contact information required by Citizens up to date. Furthermore, the Agency acknowledges and agrees that each appointed Agent must have an official and unique email address that is specific to the individual Agent for notices under this Agent Appointment Agreement.

V. Commissions

- A. Commission Payment.** Citizens shall pay commissions to the Agency, less any deductions, setoffs, refunds, reimbursements, holdbacks or any amounts owed Citizens by the Agency or any of its Appointed Agents. Commissions will be paid in accordance with the Agent Commission Schedule then in effect. In the event Citizens overpays the Agency, the Agency shall return such overpayment immediately upon request by Citizens. Payment shall be made by the end of each month for commissions based on policies effective or issued, whichever is later, in the prior month.
- B. Performance Management.** Agency understands that Citizens may implement and, from time to time, modify commission structures to reflect compliance with agent performance standards.
- C. Commission Statement.** Citizens shall issue commission statements to the Agency that detail policies issued or renewed, endorsements, cancellations, reinstatements, commissions earned, and the amount due to the Agency (or amounts due to Citizens or otherwise withheld by Citizens).
- D. Authority to Withhold.** Citizens reserves the right to withhold, offset or deny payment of commission should the Agency's or any of its Agent's authority to conduct Citizens business be suspended or terminated or should the Agency otherwise not fully comply with the terms of this Agreement. Additionally, Citizens may withhold or deny commissions on any policy or coverage not submitted in accordance with the Agent Guidelines.

VI. Suspension and Termination

- A. Investigative Suspension.** If Citizens has received information which establishes a reasonable belief that Agency or any Appointed Agent has violated the terms of this Agreement and there is a consequential danger to the public

or Citizens, Citizens may suspend the Agency and/or any Appointed Agents while an investigation is being conducted. The investigative suspension will remain in effect until Citizens has completed its investigation and effectuated disciplinary action, if any.

B. Terminations.

1. **Termination without Cause.** Citizens may terminate this Agreement without cause upon providing sixty (60) days advance written notice. The Agency may terminate this Agreement at any time upon notice to Citizens.
2. **Administrative Terminations.** Notwithstanding any other provisions herein, this Agreement will be administratively terminated, by a date certain specified in a written notice, upon the occurrence of either of the following:
 - a. Agency does not have an Agency Principal
 - b. Agency does not have at least one Appointed AgentAdministrative Termination does not invoke the minimum termination period described below.
3. **Termination for Cause.** Notwithstanding any other provision of this Agreement:
 - a. This Agreement will terminate immediately upon the occurrence of any of the following:
 - i. The termination, deactivation, or dissolution of Citizens;
 - ii. The suspension, revocation, expiration, termination or surrender of the Agency's Florida license or registration; or
 - iii. Agency becomes the subject of a bankruptcy action.
 - b. Citizens may terminate this Agreement by providing written notice setting forth a date on which such termination will take effect (generally not less than 10 days), upon Citizens' determination that, at any point during the Agency's relationship with Citizens, any of the following conditions or actions occurred:
 - i. Agency has abandoned its business;
 - ii. Agency or any of its Agency Personnel has committed fraud, breach of fiduciary duty, gross, willful or criminal misconduct in relation to the business of insurance; or has engaged in deceptive or misleading practices as prohibited under Florida law or regulation;
 - iii. Agency has materially breached this Agreement, or any items incorporated by reference into this Agreement;
 - iv. Agency's willful failure to timely comply with a request from Citizens pursuant to an investigation or audit; or
 - v. Agency's continuing failure to meet requirements specified as a term of a disciplinary suspension.

C. Suspension and Termination Notices. Citizens will provide any notice of suspension or termination by email at the official email address of the Agency, as contained in Citizens Systems. Citizens will also send a copy of any notice of disciplinary suspension or termination via certified mail, return receipt requested, to the Agency's mailing address of record, as contained in Citizens Systems. For any notice of suspension or termination for cause, Citizens will state the factual basis of the action taken.

D. Investigations. Citizens will investigate reported or suspected misconduct by the Agency and make a determination as to whether misconduct occurred. The Agency agrees to cooperate with such an investigation including providing full access to records relating to Citizens business and promptly and completely responding to inquiries. Citizens will impose discipline based on any misconduct found to have occurred.

E. Disciplinary Suspension. If Citizens determines that the Agency has violated any of the terms of this Agreement, or items incorporated by reference into this Agreement, in lieu of termination, Citizens may suspend the Agency and its Appointed Agents' authority to write new business, take applications and/or service existing or renewing policies for a stated period up to 180 days. During such suspension, the Agency will remain eligible to receive commissions subject to Citizens' right to withhold. The suspension will take effect on the date specified in the

written notice from Citizens. The disciplinary suspension may contain terms which must be met by the Agency to address the cause of the disciplinary suspension.

- F. Control Parties.** Citizens may terminate the Agreement of an Agency that has directors, officers, or control persons (including person beneficially owning 10% or more of the outstanding equity of the Agency) who are or have been owners, directors, officers, or control persons of an Agency terminated for cause or of an insurer that was placed under receivership or liquidation during the time of association with such agency or insurer.
- G. Termination Period.** An Agency, which has been terminated for cause may not petition for a new Agency Agreement for a minimum of two (2) years from the date of termination. However, if the termination for cause was for misappropriation of premium or fraud, the Agency may not petition for a new agreement with Citizens.
- H. Agent Termination and Policyholders.** If the Agency has ownership of the book of business and an Appointed Agent's appointment is to be terminated, the Agency agrees to facilitate the smooth transition of affected Citizens policies to another properly licensed and appointed Agent to service the business as agent of record. However, if the terminated Agent has exclusive ownership of the book of business, then the responsibility to facilitate a smooth transition will be that of the Agent. However, the Agency must cooperate with Citizens and the Agent in facilitating the transition. Any policies for which the agent of record is not changed on or before the date of termination will be serviced by Citizens for the remaining policy term, and are subject to being assumed, cancelled, or nonrenewed.
- I. Responsibility for Insured Records upon Termination of Agreement.** Upon termination of this Agreement for any reason, the following shall be the sole and exclusive responsibility of the respective Appointed Agent or the Agency, depending on the contract that exists between the Agent and the Agency: 1) ensuring the security of any and all Customer Records as required under FIPA and any other applicable law; 2) all requirements for notification in the event of a breach of security of such Customer Records; and 3) all costs and fees associated with ensuring the security of such Customer Records and notification of a breach of security thereof.

However, upon such termination, the following will remain the responsibility of Citizens: 1) ensuring the security of any and all Transmitted Records as required under Florida Information Protection Act, §501.171 (FIPA) and any other applicable law; 2) all requirements for notification in the event of a breach of security of such Transmitted Records; and 3) all costs and fees associated with ensuring the security of such Transmitted Records and notification of a breach of security thereof.

- J. Responsibility for Insured Records upon Termination of Policy.** Agency and Citizens agree that upon the expiration, assumption through depopulation, nonrenewal or any other termination of any policy written by Citizens pursuant to this Agreement, the following shall be the sole and exclusive responsibility of the respective Appointed Agent or the Agency, depending on the contract that exists between the Agent and the Agency: 1) ensuring the security of any and all Customer Records relating to such policy as required under FIPA and any other applicable law; 2) all requirements for notification in the event of a breach of security of any Customer Records relating to such policy; and 3) all costs and fees associated with ensuring the security of all Customer Records relating to such policy and notification of a breach of security thereof.

VII. General Terms and Conditions

- A. Independent Contractor Status.** Nothing contained herein is intended or shall be construed to create the relationship of employer and employee between Citizens and the Agency or any Agency Personnel; rather the Agency is an independent contractor for all purposes.
- B. Non-Waiver of Rights.** A waiver by Citizens of any breach or default by the Agency under this Agreement will not constitute a continuing waiver or a waiver by Citizens of any subsequent breach or default.
- C. Amendment and Modification.** This Agreement may be modified by Citizens only after providing the Agency with at least sixty (60) days advance notice of any proposed changes. The changes shall be effective on the date specified in the notice, without further action being required by Citizens. This notice provision supersedes all other notice provisions contained in this Agreement. This notice provision does not apply to modifications mutually agreed upon in writing by the Agency and Citizens.
- D. Florida Law, Jurisdiction, Venue and Service of Process.** This Agreement will be governed by the laws of the State of Florida. The Agency hereby consents to personal jurisdiction in the courts of the State of Florida. The

Agency agrees that service of process in any proceeding in any such court may be effectuated by Certified Mail at the address for the Agency on record with Citizens. The parties hereby agree that the exclusive venue for any litigation or arbitration based on or related to this Agreement shall be in Leon County, Florida. The parties recognize and agree that the terms of Chapter 120, Florida Statutes, are not applicable to Citizens, this Agreement, or the relationship between Citizens and the Agency.

- E. Waiver of Jury Trial.** The Agency and Citizens each hereby waives its right to a jury trial for any claim or cause of action based upon or arising out of this Agreement. Each party hereby further warrants and represents that such party knowingly and voluntarily waives its jury trial rights following consultation with its legal counsel.
- F. Assignment or Transfer.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by the Agency, by operation of law or otherwise.
- G. Indemnification.** The Agency shall indemnify and hold harmless Citizens, its Board Members, employees, designees, committees and committee members from any liability, damage, claims or causes of action, in law or in equity, with regard to any and all losses, claims, damages, fees and expenses, including legal fees or other expenses reasonably incurred or paid by Citizens on account of: 1) any negligent or wrongful act, error or omission of the Agency or its Agents in the rendering of services pursuant to this Agreement, except to the extent that Citizens has caused such liability or damage, 2) any action brought by an insurance agent or any other third party against Citizens and pertaining to the ownership, custody, or control of any Customer Records or Citizens business produced or serviced by or on behalf of the Agency, provided that Citizens is not found to have acted negligently or wrongfully with regard to such matter, and 3) the investigation of any Security Incident and any reasonable efforts to respond to such Security Incident, as set forth in Section III (above), provided that Citizens is not found to have acted negligently or wrongfully with regard to such matter. Citizens shall indemnify and hold harmless the Agency and its officers, employees and Agents 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 reasonably incurred or paid by the Agency on account of any negligent or wrongful act of Citizens in the performance of any duty set forth in this Agreement except to the extent that the Agency or its Agents caused such liability or damage.
- H. Citizens' Servicing of Policies.** By entering into this Agreement, Agency agrees that Citizens may service policies for which any of Agency's Appointed Agents is or has been the agent of record:
1. In accordance with Section VI.I. of this Agreement following a termination of the Agent's appointment;
 2. As necessary resulting from a suspension in accordance with Section VI.E. of this Agreement;
 3. As necessary resulting from any limitation or denial of Agent's access to Citizens' Systems in accordance with Section III.B. of this Agreement;

The Agency further agrees that in such instances, Citizens will be held harmless and released from any damages or liability to the Agency, under any theory of law or equity, relating in any way to the policies that Citizens is servicing or has serviced (including, but not limited to any injury or damages related to the Agency's book of business and expirations, the assumption of policies by private market carriers through depopulation, or the processing of cancellations, endorsements, nonrenewals, and/or renewals on such policies), except to the extent that, while servicing the policies, Citizens commits a wrongful act or omission that would give rise to a cause of action against Citizens by a policyholder.

- I. Immunity.** Nothing in this Agreement shall operate or be deemed to waive Citizens' statutory or sovereign immunity.
- J. Appeal.** Any disciplinary suspension or termination of this Agreement by Citizens may be appealed. All appeals must follow Citizens' Disciplinary Action Appeal Procedures. These procedures will provide the Agency with an opportunity to contest the disciplinary action taken and present evidence that the action taken was based on a mistake of fact or law. However, administrative terminations, investigative suspensions, and terminations without cause are not disciplinary in nature and cannot be appealed in accordance with the Disciplinary Action Appeal Procedures. Furthermore, the termination of an appointment resulting from the failure to renew is not disciplinary in nature and may not be appealed. With regard to any suspension or termination that is not disciplinary in nature and not subject to the Citizens' Disciplinary Action Appeal Procedures, Citizens will provide the Agency an opportunity to seek review of the action.

- K. Severability.** In the event any provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the law, all remaining provisions will continue in full force and effect.
- L. Integration.** As of its effective date, this Agreement supersedes and replaces all previous Agreements, if any, between the Agency and Citizens.
- M. Injunctive Relief.** The Agency acknowledges and agrees that Citizens will suffer irreparable harm in the event that the Agency fails to comply with the terms of this Agreement. The Agency further acknowledges and agrees that monetary damages will not be adequate to compensate Citizens. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens will be entitled to injunctive relief to enforce the terms of this Agreement.
- N. Survival.** The Agency's confidentiality, indemnification and public records obligations shall survive the termination of this Agreement.
- O. Notice.** Except as otherwise provided, notices, designations, consents, offers, acceptances, or any other communications provided for or required by this Agreement must be given by the means specified herein. If a specific means is not provided, notice may be given by electronic mail, addressed as follows:

As to Citizens:

Agents@citizensfla.com

As to Agency:

To the attention of the Agency Principal at the official email address of the Agency as contained in Citizens Systems.

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