

## ADMINISTRATIVE SERVICES AGREEMENT

Between

**Blue Ridge Indemnity Company**

And

**LOTSolutions, Inc.**

Effective Date: \_\_\_\_\_, 2016

This Administrative Services Agreement (“this Agreement”) is entered into, effective \_\_\_\_\_, 2016, by and between Blue Ridge Indemnity Company, a Wisconsin corporation (“the INSURER”) and LOTSolutions, Inc., a Georgia corporation, and its affiliates (“ADMINISTRATOR”).

By entering into this Agreement, the ADMINISTRATOR agrees to perform the administrative services set forth on Schedule B (“the Services”) in connection with the insurance products issued by the INSURER and set forth on Schedule A (“the Policies”). As consideration for performance of the Services by the ADMINISTRATOR, the INSURER agrees to pay the ADMINISTRATOR the compensation set forth on Schedule C.

NOW, THEREFORE, subject to all provisions herein, the parties agree as follows:

### **1. PARTIES - Capacity, Relationship, Authority, Approvals, Assignment, Notices**

1.1 Capacity to Contract. Each party represents that it is a corporation in good standing under the laws of its state of domicile, it has obtained all necessary corporate authorizations to participate under this Agreement, and it is otherwise violating no corporate, governmental, or contractual stipulations by participating in this Agreement.

1.2 Independent Contractor Relationship. The parties shall be independent contractors with respect to one another hereunder, and nothing in this Agreement shall be construed to create a relationship of employer-employee, partnership, joint venture, or principal-agent. Neither party, its officers, employees, agents, or other representatives shall represent itself to be officers, employees, partners, or agents of the other. Neither party shall be liable for any debts, accounts, obligations, or other liabilities or torts of the other party, or its agents or employees, including but not limited to payment of social security withholding taxes and all other federal, state, and local taxes, health insurance, workers compensation insurance, disability insurance, or other employee benefits.

1.3 Authority of Personnel. The INSURER shall grant authorization to certain personnel of the ADMINISTRATOR to perform the Services and to sign necessary documents relating to the Policies and the Services. The parties shall provide each other with names of individuals authorized to act hereunder along with the scope of their authority. The INSURER shall have final authority and control over all matters relating to its Policies and its Policyholders.

1.4 Authority to use Intellectual Property: Neither party will make any use of trademarks, service marks, logos or other intellectual property owned by, licensed to, or used by the other without first obtaining the other's written consent, such consent not to be unreasonably withheld or delayed. All intellectual property of each party, its employees, or agents, including without limitation any solicitation materials prepared with respect to the Policies hereunder and any other creative materials used to market the Policies, is and will remain the property of the party which created it, and such party will own and control all right, interest, and title thereto (excluding any of the other party's copyrights, trademarks, patents, service marks or other proprietary rights). This section shall survive the termination of this Agreement.

1.5 Preapproval of Forms and Advertising. The ADMINISTRATOR shall submit to and receive prior written approval from the INSURER on all printed or written materials which use the name of the INSURER or its affiliates (including but not limited to the use of its logo, trademarks, or service marks) or otherwise relate to the INSURER's obligations under the Policies. The ADMINISTRATOR shall make no changes to such approved materials, whether by deletion, addition, or otherwise, without the express written consent of the INSURER. This Provision shall apply to advertising materials as well as to forms.

1.6 Assignment. No right or obligation under this Agreement may be assigned or subcontracted by either party without the advanced written consent of the other party. The parties hereby consent in advance to the assignment or subcontracting of the Services to any affiliates of either party, or to qualified third parties for disaster recovery, contract systems and programming services, off-site storage services, and actuarial services which shall be provided by a fellow of the American Academy of Actuaries approved in advance by the INSURER.

1.7 Addresses and Notices. Any notice or communication given under this Agreement shall be in writing and shall be effective upon receipt by the party at its corporate address as follows:

For the INSURER:  
Blue Ridge Indemnity Company  
10151 Deerwood Park Blvd.  
Building 100, Suite 330  
Jacksonville, FL 32256  
Att: John Short

Copy: Christopher Romaine  
Secretary, General Counsel

For the ADMINISTRATOR:  
LOTSolutions, Inc.  
10151 Deerwood Park Blvd.  
Building 100, Suite 330  
Jacksonville, FL 32256  
Att: John Short

Copy: Christopher Romaine  
Secretary, General Counsel

## **2. COMPLIANCE – Licenses, Approvals, Policyholders, Practices**

2.1 Compliance. Each party shall comply, and devote commercially reasonable efforts to ensure that its agents comply, with all laws and regulations that are currently applicable, or may become applicable, to this Agreement.

2.2 Licenses. Each party, for the duration of this Agreement, shall maintain all licenses, authorizations, or certificates of authority as may be required by applicable laws in any states where Policies are issued. Furthermore, for the duration of this Agreement, in all states where the Policies are issued, the INSURER or one of its affiliates will be duly licensed or authorized to write the lines of insurance set forth on Schedule A, and the ADMINISTRATOR or one of its affiliates will be duly licensed or authorized either as a third party administrator or as an insurance company qualified to administer the lines of insurance set forth on Schedule A.

2.3 Regulatory Approvals. The ADMINISTRATOR shall obtain all approvals from regulatory authorities required in connection with its performance of the Services, including but not limited to the approval of this Agreement and the notifying of Policyholders of the ADMINISTRATOR's identity and scope of its authority in those states which may require such notice. Furthermore, the ADMINISTRATOR shall obtain such licensing and approvals relating to forms, rates, agents, advertising, or any other activities requiring regulatory approval.

2.4 Practices and Conduct. Each party shall comply with all legal and regulatory requirements relating to dealings with Policyholders, including but not limited to marketing, advertising, illustrations, Policy issuance, billing practices, claims practices, confidentiality, privacy, termination, and Policyholders notices. In addition to legal requirements, the INSURER shall provide the ADMINISTRATOR with any specific company guidelines or procedures it may require in connection with the Services. The ADMINISTRATOR will comply with all legally mandated timeframes for the Services even if those timeframes are more stringent than the specific service levels or timeframes required in Schedule B of this Agreement. Any Policies, certificates, booklets, termination notices, or other written communications delivered by the INSURER to the ADMINISTRATOR for delivery to its Policyholders shall be delivered by the ADMINISTRATOR promptly after receipt of instructions from the INSURER to deliver them.

2.5 Claims Administration. The ADMINISTRATOR shall follow any written procedures provided by the INSURER for the processing of claims including but not limited to any dollar limits on the ADMINISTRATOR's claim paying authority as well as any required communications between the parties in connection with disputed claims and/or Policy language interpretation. The ADMINISTRATOR shall withhold and report federal and state income tax as required by law, fulfill state requirements for tax notices and consents, include statutory interest on the payment of claims when applicable, and abide by applicable Unfair Claims Settlement Practices Laws. The compensation to the ADMINISTRATOR in Schedule B shall in no way be contingent on claims experience.

### **3. SYSTEMS, OPERATIONS, EMPLOYEES**

3.1 Facilities and Personnel. For the duration of this Agreement, the ADMINISTRATOR shall maintain facilities and qualified personnel sufficient to enable ADMINISTRATOR to perform its obligations under this Agreement.

3.2 Violent Crime Control and Law Enforcement Act of 1994. The parties acknowledge that the business of insurance is subject to 18 USCS 1033, the federal Violent Crime Control and Law Enforcement Act of 1994 ("the Act"). In accordance with the Act, the parties agree not to assign any individual to perform services under this Agreement who has ever been convicted of a felony involving dishonesty or a breach of trust. The ADMINISTRATOR also agrees to take reasonable steps to determine if any of its employees, contractors or subcontractors have ever been convicted of any criminal felony involving dishonesty or breach of trust or a violation of the Act. Further, the ADMINISTRATOR agrees that it will not knowingly or willfully permit any person, contractor, or subcontractor, if so convicted, to provide any services under this Agreement. The ADMINISTRATOR also agrees to promptly notify the INSURER, in writing, of any employee, contractor, or subcontractor who, after the effective date of this Agreement, is convicted of a criminal felony involving dishonesty or breach of trust or violation of the Act.

3.3 Fidelity Bond, Errors and Omissions Coverage. ADMINISTRATOR shall maintain in effect for the duration of this Agreement, at its expense, errors and omissions insurance in an amount not less than one million (\$1,000,000) per occurrence on a form and with a deductible satisfactory to the INSURER with a carrier that is not an affiliate of either party. The ADMINISTRATOR shall maintain a fidelity bond covering all operations, employees and subcontractors, if any, servicing the business of this Agreement, in an amount not less than one million dollars (\$1,000,000) and on a form and with a deductible satisfactory to the INSURER.

3.4 Third Party Vendors. The ADMINISTRATOR shall devote commercially reasonable efforts to ensuring that each and every third party vendor or subcontractor used hereunder will maintain insurance coverage placed by an INSURER with a rating, and in such amounts, that will be consistent with or superior to prevailing industry standards.

3.5 Systems and Backup. The ADMINISTRATOR will maintain the technology and equipment necessary to provide for the ongoing processing of the Policies. Data files relating to the Policies will be incrementally backed up daily. Full backups stored offsite must occur at a minimum of once a week. Access to the ADMINISTRATOR's information shall be made available to the appropriate personnel of the INSURER via the Internet.

3.6 Data Security Representation. The ADMINISTRATOR will maintain, or as applicable will cause its agents to maintain, security measures designed to protect against any reasonably anticipated threats or hazards to the security and integrity of the data relating to the Policies and to reasonably protect against unauthorized access to or use of such data that could result in harm or inconvenience to any Policyholders or to the INSURER.

3.7 Electronic Transmissions and Data Imaging. In the performance of the Services the ADMINISTRATOR reserves the right to utilize the latest advances in technology including electronic transfer of any information or reports required hereunder and imaging or other acceptable means of electronic information storage pursuant to the ADMINISTRATOR's

storage policies in the regular course of ADMINISTRATOR's business. The ADMINISTRATOR shall ensure that its systems remain compatible with those of the INSURER and with applicable laws.

**3.8 Force Majeure.** As used herein, "Force Majeure" means any Act of God, act of civil or military authority, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, labor problem, accident, or any other cause, beyond the ADMINISTRATOR's reasonable control. If the ADMINISTRATOR is unable to perform, in whole or in part, any of its obligations under this Agreement as a consequence of any Force Majeure, then (a) the ADMINISTRATOR shall promptly notify Insurer in writing of the occurrence of the Force Majeure, its expected duration (if known), and the extent to which the Force Majeure is expected to affect the ADMINISTRATOR's ability to perform its obligations under this Agreement, and (b) to the extent possible, the ADMINISTRATOR shall use its best efforts to perform its obligations under this Agreement, and (c) such failure to perform shall not constitute a breach of this Agreement, however, it may become grounds for Termination in accordance with Section 8.

**3.9 Disaster Recovery Plan.** The ADMINISTRATOR shall maintain a current disaster recovery plan which shall include a hot site location equipped with memory storage capacity comparable to its current operating system. Such plan shall include provision for prompt notification to the INSURER of any interruption in service and the reasons for such interruption. Such plan will provide for resumption of services under this Agreement such as processing claims and refunds and accepting toll free calls from customers. The plan shall provide for full resumption of all services under this Agreement within thirty (30) business days of the disaster.

#### **4. FUNDS - Receipt, Safekeeping, Disbursement**

**4.1 Fiduciary Capacity.** All insurance funds received by the ADMINISTRATOR on behalf of the INSURER relating to the Services shall be held by the ADMINISTRATOR in a fiduciary capacity. Such funds shall be deposited promptly and held in bank accounts established and maintained by the ADMINISTRATOR at a financial institution qualified under the insurance laws applicable to this Agreement. The ADMINISTRATOR shall not pledge, assign, grant a security interest in, or otherwise encumber funds received, nor invest or otherwise deal with such funds in any manner which places the principal amount at risk. Funds received by the ADMINISTRATOR shall not be commingled with or used as general operating funds of the ADMINISTRATOR; however, this Section shall not prevent the ADMINISTRATOR from paying itself the interest earned on a fiduciary account if such fiduciary account is an interest bearing account and the ADMINISTRATOR is entitled to such interest as compensation under Schedule C. Premium received by ADMINISTRATOR held in bank accounts established and maintained by the ADMINISTRATOR, at a financial institution qualified under the insurance laws applicable to this Agreement, shall be transferred to banks accounts in the name of the INSURER within fifteen (15) days after the end of the month.

**4.2 Disbursements.** In accordance with the Service Standards and Time Frames set forth in Schedule B, disbursements from the fiduciary account shall be made for the following purposes: payment of commissions to agents; payment of premium refunds to Policyholders; payment of amounts due to the INSURER under this Agreement; payment of compensation, including interest, to the ADMINISTRATOR; payment to reinsurers; payments relating to taxes due in connection with the Policies; and transfers to and deposits

in a claims paying account. Any disbursements or transfers from such fiduciary account shall indicate, on the face of the check or other memorandum of disbursement or transfer, that it is drawn on such account. The administrator shall not pay any claim by withdrawals from such fiduciary account. All claims paid by the administrator from funds collected on behalf of the INSURER shall be paid only on drafts, checks, or electronic transfers of and as authorized by the INSURER.

4.3 Extra Charges and Payments. If the ADMINISTRATOR collects from insureds or covered individuals charges for other than premiums, ADMINISTRATOR shall provide to such persons a written statement which identifies such charges separately from any premium and states the reason for collection. The ADMINISTRATOR shall not have authority to make any extra contractual payments on any claim, except where mandated by law.

4.4 Receipt of Payments. Payments to the ADMINISTRATOR of any amounts by or on behalf of the insured shall be deemed to have been received by the INSURER. Payment of return premiums or benefits by the INSURER to the ADMINISTRATOR shall not be deemed payment to the insured or claimant until such payments are received by the insured or claimant. Nothing herein shall limit any right of the INSURER against the ADMINISTRATOR resulting from its failure to make payments to the INSURER, insureds, or claimants. ADMINISTRATOR shall pay all premium due to INSURER up front and shall not seek to cancel any policy for nonpayment or to collect from INSURER because ADMINISTRATOR is unable to collect premium from insured or lender.

4.5 Reconciliation of Accounts. The ADMINISTRATOR shall prepare and maintain monthly account reconciliations of any fiduciary accounts. The reconciliations by ADMINISTRATOR must indicate, at a minimum: the source and amount of any money received and deposited by ADMINISTRATOR, and the date of receipt and deposit; the date each disbursement was made, the person to whom made, and a written explanation of the difference between the amount disbursed and the amount billed or authorized; and a description of the disbursement in detail sufficient to identify the source document substantiating the purpose of the disbursement. The ADMINISTRATOR shall perform reconciliations in a timely manner.

## **5. RECORDS – Maintenance, Access, Audits**

5.1 Maintenance of Records. The ADMINISTRATOR shall maintain in its principal office accurate and complete books and records of all transactions performed in connection with this Agreement, which books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with all applicable laws. Without limiting the generality of the foregoing, such books and records shall detail all transactions involving the receipt and disbursement of premiums, premium taxes, agent commissions, fees, contributions received and deposited and claims and authorized expenses paid. The detailed preparation, journalizing and posting of books and records required by this Agreement shall be maintained on a timely basis, and all journal entries for receipts and disbursements must be supported by evidentiary information referenced in the journal entry so that receipts and disbursements may be traced for verification.

5.2 Access to Records. The INSURER, state insurance regulatory authorities, and/or the Insurance Commissioner shall have a continuing right of access to the books and records maintained by ADMINISTRATOR which relate to transactions performed hereunder for the duration of this Agreement and for five (5) years thereafter or until all the INSURER's

contractual obligations to Policyholder's expire. The ADMINISTRATOR shall, upon reasonable request, make such books and records available to the INSURER, its authorized representatives during normal business hours for review, inspection, examination, and reproduction, the costs of which shall be borne by the INSURER. Such review, inspection, examination, or reproduction shall be subject to applicable laws governing the privacy and confidentiality of insurance information. The terms of this paragraph shall survive termination of this Agreement.

5.3 Retention of Books and Records. The ADMINISTRATOR shall retain the books and records required by this Agreement for a period of not less than seven (7) years following termination of the Agreement. The ADMINISTRATOR shall not be required to maintain copies of such books and records for such seven (7) year period if: the ADMINISTRATOR transfers the originals to the INSURER before the end of such seven (7) year period and maintains evidence of such transfer for the remainder of such period; or following termination of this Agreement and pursuant to a written agreement with the INSURER, ADMINISTRATOR transfers all such books and records to a new administrator and the new administrator acknowledges, in writing, that it is responsible for retaining such books and records. The INSURER acknowledges that the ADMINISTRATOR images all documents it receives or creates and maintains such documents in imaged form, not in hard copy. The terms of this paragraph shall survive termination of this Agreement.

5.4 Retention Schedules. The ADMINISTRATOR agrees that all file materials and records relating to this Agreement, regardless of the medium upon which they are generated, shall be subject to the INSURER's records retention schedule. Upon termination of this Agreement the INSURER reserves the right to reclaim any and all such records and documents upon reasonable notice to the ADMINISTRATOR. If reclaimed, such records and documents shall be sent to the INSURER at the INSURER's expense. The ADMINISTRATOR agrees to train its employees on any records retention requirements of the INSURER that differ from the ADMINISTRATOR's own requirements. The ADMINISTRATOR shall retrieve and return requested documents to the INSURER in three (3) business days or less and shall designate a records contact who shall be responsible for internal records management at the ADMINISTRATOR's offices, and for responding to records requests from the INSURER.

5.5 Ownership of Records. The INSURER shall own the books and records, whether in the custody or possession of the INSURER or otherwise, which are generated by the ADMINISTRATOR pursuant to this Agreement and which pertain to transactions involving the INSURER; provided, however, that the ADMINISTRATOR shall retain the right to continuing access to such books and records to permit the ADMINISTRATOR to fulfill all of its contractual obligations to insured parties, claimants, or the INSURER and to respond to any inquiries from governmental authorities. The terms of this paragraph shall survive termination of this Agreement.

5.6 Audit. In addition to any other access or audit rights provided by this Agreement, the INSURER shall have the right, at its own expense, upon reasonable advance notice, to review the business operations of ADMINISTRATOR pertaining to the INSURER. Any such review shall be conducted expeditiously and with a minimum of interference with business operations. ADMINISTRATOR shall provide any information, documents or statistical data as may be reasonably requested by the INSURER for purposes of such review, provided that such information, documents or statistical data relate directly to the INSURER and are readily available from records or computer programming existing at the

time the review is conducted. Such review may include an on-site audit of the operations of ADMINISTRATOR. The ADMINISTRATOR shall fully cooperate in any such examination, audit or inspection and shall address any deficiencies or audit findings promptly.

5.7 Regulatory Examinations. The ADMINISTRATOR shall respond in a timely fashion to any regulatory examinations or audits. Each party shall immediately notify the other of any request by an insurance department representative to conduct such an audit or examination. The ADMINISTRATOR shall allow the INSURER, at its option, to participate with it in responding to any audit requests, and in any event shall keep the INSURER apprised of the status of the audit and any findings or reports resulting therefrom.

## **6. CONFIDENTIAL INFORMATION**

This Section applies whenever any person or entity (“Recipient”) is given access to Confidential Information by a party (“Discloser”) to this Agreement. As used herein, Confidential Information includes the following types of information: Health Information; Personally Identifiable Financial Information; and Business Confidential Information.

6.1 Health Information. The terms used in this Section 6.1 are defined by reference to “HHS Privacy Regulations” set forth in the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164. Whenever Health Information is disclosed by either party and a Business Associate Relationship exists the following provisions shall apply:

6.1.1 Recipient hereby agrees that it shall be prohibited from using or disclosing Health Information provided or made available by Discloser for any purpose other than those expressly provided for in this Section 6.1 below; those that are expressly identified in or required for the performance of this Agreement; and/or those that are permitted by law or regulation. Use or disclosure of Health Information for any other purpose requires the advance written permission of Discloser. Recipient may use or disclose Health Information provided or made available from Discloser for the additional following purpose(s):

6.1.1.1 Recipient’s employees are permitted to use (but not disclose) Health Information if necessary for the proper management and administration of Recipient or to carry out legal responsibilities of Recipient.

6.1.1.2 Recipient is permitted to disclose Health Information received from Discloser for the proper management and administration of Recipient or to carry out legal responsibilities of Recipient, provided the disclosure is required by law; or the Recipient obtains reasonable assurances from the person to whom the information is disclosed that the Health Information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. Reasonable assurances shall be evidenced by an agreement between Recipient and a person that contains the same terms, conditions and restrictions on the use and disclosure of Health Information as are contained in this Section.

6.1.1.3 Data Aggregation Services. Recipient is also permitted to use or disclose Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the healthcare operations of Discloser. Recipient

may only engage in such Data Aggregation Services with the prior express written permission of Discloser. Such permission must be reflected in a written agreement separate from this Section.

6.1.2 Recipient agrees that the Health Information provided or made available by Discloser shall not be further used or disclosed other than as permitted or required by this Section 6.1 or as required by law. Recipient agrees that anytime Health Information is provided or made available to any subcontractors or agents, Recipient must enter into an agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Health Information as are contained in this Section 6.1. Recipient agrees to make available and provide a right of access to Health Information by an Individual. This right of access shall conform with and meet all of the requirements of 45 C.F.R. 164.524, including substitution of the words "Discloser" with "Recipient" where appropriate. Recipient to make Health Information available for amendment and to incorporate any amendments to Health Information in accordance with 45 C.F.R. 164.526, including substitution of the words "Discloser" with Recipient where appropriate. Recipient agrees to make Health Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "Discloser" with "Recipient" where appropriate. Recipient agrees to make its internal practices, books, and records relating to the use or disclosure of Health Information received from, or created or received by Recipient on behalf of Discloser, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. Recipient agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Health Information in a manner contrary to this Section 6.1 or the HHS Privacy Regulations. Recipient agrees that any employee or person under its control who accesses Health Information, must certify to Recipient that the employee or person agrees to abide by the applicable restrictions and obligations contained this Section 6.1. If asked by Discloser, Recipient shall produce copies of such certifications. Recipient agrees that to the extent it conducts all or part of a standard transaction covered by 45 C.F.R. Part 162, Recipient agrees to comply with all applicable requirements of 45 C.F.R. Part 162 and requires that all of its agents or subcontractors comply with all applicable requirements of 45 C.F.R. Part 162.

6.1.3 The Parties acknowledge that many of the terms and conditions of this Section 6.1 are required by the HIPAA privacy regulations (with an "effective date" of April 14, 2001, and a "compliance date" two years later)(45 C.F.R. Parts 160 and 164). While the compliance date for the HIPAA privacy regulations may post-date the effective date of this Section 6.1, the Parties nevertheless agree that during the interim period they will make a good faith effort to comply with Section 6.1.

6.2 Personally Identifiable Financial Information. The terms used in this Section 6.2 are defined by reference to Title V of the Gramm-Leach-Bliley Act (the "G-L-B Act")(Pub. L. 106-102), and regulations promulgated thereunder. Whenever Personally Identifiable Financial Information is disclosed by Discloser to Recipient, the following provisions shall apply:

6.2.1 The Parties hereby agree that the stated purposes for which Recipient may use or disclose Personally Identifiable Financial Information are: those expressly provided

for in this Section 6.2 below; those that are expressly identified in or required for the performance of this Agreement; and/or those that are permitted by law or regulation. Use or disclosure of Personally Identifiable Financial Information for any purpose beyond those specified herein requires the advance written permission of Discloser. Recipient may not use or disclose the Personally Identifiable Financial Information for any other purposes.

6.2.2 Recipient agrees to comply with all of the statutory and regulatory requirements of the G-L-B Act, as they apply to Personally Identifiable Financial Information disclosed to Recipient.

6.3 Business Confidential Information. Whenever Business Confidential Information is disclosed by Discloser to Recipient, the following terms and conditions shall apply:

6.3.1 Business Confidential Information shall refer to Confidential Information, whether oral or recorded in any form or medium, originated by or peculiarly within the knowledge of Discloser and as disclosed to Recipient on a restricted basis. Information is not Business Confidential Information, if it was in the public domain, publicly available prior to its receipt, or became lawfully known to the Recipient from a source other than Discloser without breach of this Section 6.3; if such Information was independently developed by the Recipient; or if such Information is disclosed to the Recipient or to others on a non-restricted basis.

6.3.2 Business Confidential Information shall be identified as follows:

6.3.2.1 If Business Confidential Information is furnished in a document, then the document shall be identified by a specific notation or legend on a page of the document.

6.3.2.2 If Business Confidential Information is furnished electronically or by visual media and is so marked, then the entire electronic or visual media is disclosed on a restricted basis.

6.3.2.3 If Business Confidential Information is disclosed orally or visually, then the Confidential Information must be identified to Recipient at the time of disclosure, or shortly thereafter, as being disclosed on a restricted basis, and confirmed in a written summary after such oral or visual disclosure.

6.3.3 The Parties hereby agree that the stated purposes for which Recipient may use or disclose Business Confidential Information are: those expressly provided for in this Section 6.3; those that are expressly identified in or required for the performance this Agreement; and/or those that are permitted by law or regulation. Use or disclosure of Business Confidential Information for any purpose beyond those specified herein requires the advance written permission of Discloser.

6.3.4 Recipient agrees that only Authorized Persons are entitled to access Business Confidential Information from Discloser. Authorized Persons include Recipient's officers, directors, employees or agents: who have a need to know about the Business Confidential Information; have been advised of the restrictions in this Section 6.3; agree to comply with the terms and conditions of this Section 6.3 and have provided Recipient with a signed certification evidencing their agreement to comply with all of the restrictions contained in this Section 6.3.

6.3.5 Recipient agrees that any trade secret status afforded Business Confidential Information shall be protected and maintained, and trade secret status is not in any

way diminished or destroyed by disclosure to Recipient's Authorized Persons pursuant to this Section 6.3.

6.3.6 No license of any kind is granted to the Recipient under any patent or patent application, by implication or otherwise, by conveying Business Confidential Information to Recipient. No other rights or obligations other than those expressly recited herein are to be implied by this Section 6.3 with respect to patents, inventions, copyrights, and proprietary and/or Confidential Information.

6.4 Appropriate Safeguards. Recipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the Confidential Information, other than as provided for by this Section 6.

6.5 Return or Destruction of Confidential Information. At termination of this Agreement, Recipient hereby agrees to return or destroy all Confidential Information received from, or created or received by Recipient on behalf of Discloser. Recipient agrees not to retain any copies of the Confidential Information after termination of this Agreement. If return or destruction of the Confidential Information is not feasible due to the continuing obligations of the parties, Recipient agrees to extend the protections of this Section 6 for as long as necessary to protect the Confidential Information and to limit any further use or disclosure. If Recipient elects to destroy the Confidential Information, it shall certify to Discloser that the Information has been destroyed.

6.6 Property Rights. All Confidential Information shall be and remain the property of Discloser. Recipient agrees that it acquires no title or rights to Confidential Information, including any de-identified information created from the Confidential Information.

6.7 Recipient hereby agrees that it shall immediately report to Discloser any use or disclosure of Confidential Information not provided for or allowed by the terms of this Section 6.

## **7. DURATION OF AGREEMENT**

7.1 Term. The Effective State of this Agreement shall be the date first written above and shall continue in effect until terminated by the written agreement of the parties or, as to any party which ceases to be a party, termination shall occur as of the effective date on which it ceases to be a party hereto. The Agreement shall be subject to renegotiation every third year until terminated. The Agreement may be canceled by the Insurer upon sixty (60) days written notice should the Administrator fail to satisfactorily perform any of its duties hereunder unless the Administrator shall cure any such failure to Insurers satisfaction within the sixty (60) day notice period.

7.2 Procedures After Termination. Upon termination of this Agreement, the INSURER will no longer issue the Policies described in Schedule A or utilize any marketing channels developed by the ADMINISTRATOR hereunder without obtaining the ADMINISTRATOR's prior written consent. Otherwise, the parties shall have no further obligations with respect to any new policies issued on or after the effective date of termination; however, all provisions of this Agreement shall continue to apply in full force and effect with respect to all of the Policies issued prior to the effective date of termination until all liabilities on the Policies expire or are cancelled in the normal course of business.

## **8. DISPUTE RESOLUTION, INDEMNIFICATION, COMPLAINTS**

8.1 Alternative Dispute Resolution. The following procedures shall apply to disputes between the parties which arise out of or in connection with or relate to this Agreement, including, without limitation, disputes about the formation of this Agreement, the construction or interpretation of this Agreement, or the termination of this Agreement:

8.1.1 Appointment of Representatives. If the parties, in good faith, fail or are unable to resolve a dispute informally, each of the parties shall appoint a duly authorized representative to negotiate a resolution of such dispute. The representatives so appointed shall promptly confer, in person or by other means, to negotiate a resolution of the dispute.

8.1.2 Referral to Mediation Upon Failure to Resolve. If such representatives are in good faith unable to negotiate a resolution of the dispute acceptable to both parties within thirty (30) days after so conferring, then the parties, before resorting to any procedure available through the civil courts, shall attempt, in good faith to settle such dispute by mediation. The parties agree that (1) such mediation shall take place in Jacksonville, Florida, (2) such mediation shall be conducted pursuant to the Commercial Mediation Rules of the American Arbitration Association, (3) the mediator, to be selected by mutual agreement of the parties, shall be a disinterested party and shall have expertise in life and health insurance products, insurance administration, and other relevant issues, and (4) the parties shall share equally all fees and charges of the mediator unless the mediator determines that the position taken by one of the parties was without reasonable justification under the circumstances, in which event the mediator shall make a finding that such party shall bear the cost of all such fees and charges. The parties shall use best efforts to complete mediation within thirty (30) days after its initiation.

8.1.3 Breach of Obligation to Mediate. Refusal or failure of a party to comply in good faith with the foregoing alternative dispute resolution procedures shall constitute a material breach of this Agreement.

8.2 Governing Law. In the event the Mediation provision does not apply or cannot be applied to resolve a dispute between the parties, the parties agree that any litigation between the parties arising from this Agreement shall take place in the state of Georgia and that the laws of the state of Georgia shall apply. The parties shall submit to the jurisdiction of any court of competent jurisdiction within the state of Georgia and shall comply with all requirements necessary to give such court jurisdiction. Service of process in any such suit may be made upon any then duly elected officer of either party at its corporate offices. The operation of this provision is in no way intended by the parties to supersede or conflict with the Mediation provision of this Agreement in Section 8.1 above, and the Mediation provision shall be controlling whenever possible with respect to all disputes between the parties.

8.2.1 Legal or Administrative Proceeding or Media Inquiry. If any notice of the commencement of any legal proceeding involving the INSURER is received by the ADMINISTRATOR, or if the ADMINISTRATOR receives any communication from any state insurance department or other administrative or regulatory agency calling a hearing, investigating a practice, identifying a complaint other than an inquiry on a simple claim, the ADMINISTRATOR shall immediately forward any information or documents necessary to respond to same to the INSURER for handling by the INSURER's legal department. The ADMINISTRATOR shall as

soon as practicable but in no event more than three (3) business days advise the INSURER of any media or press inquiries relating to the Policies.

**8.2.2 Indemnification.** Each party shall indemnify and hold harmless the other, including but not limited to its subsidiaries, employees, affiliates' employees, officers, directors and agents from and against any and all claims, losses, liabilities, fines, penalties, damages, costs, expenses, demands, and obligations, whether direct, indirect, consequential, or special, including without limitation reasonable attorney fees, which such party or its subsidiaries, employees, affiliates' employees, officers, directors or agents may receive, suffer or incur arising out of action or inaction of such party or any of such party's directors, officers, employees, parents, subsidiaries or affiliates taken in connection with its duties and obligations under any provision of this Agreement. In the event of a loss which is contributed to, but not caused solely by one party, such party shall indemnify the other for such party's proportionate share of such loss.

**8.2.3 Notification of Proceedings:** With respect to any threatened or pending litigation, administrative action, regulatory action, or other legal action or proceeding which may give rise to indemnification rights or obligations pursuant to this Agreement, each party shall inform the other party of any such actions or proceedings of which it becomes aware within two (2) business days after receipt of notice (or within a shorter period of time in order to avoid prejudice or compromise of either party's rights) of any such actions or proceedings.

**8.2.4 Complaints and Litigation.** The ADMINISTRATOR will inform the INSURER on a timely basis about, and will appropriately and adequately respond to all Insurance Department complaints, or complaints or inquiries from any other state, federal or local governmental agency, or other inquiries or notices regarding the INSURER's products; however, the INSURER reserves the right to respond on its own behalf after giving the ADMINISTRATOR written notice of its intent to do so. The ADMINISTRATOR will also inform the INSURER promptly with respect to any negative media or press coverage or inquiries relating to the subject matter hereof. The parties will fully cooperate with each other in any federal, state or local regulatory investigations or proceedings to the extent that they are related to this Agreement.

**8.2.5 Contested Claims.** The ADMINISTRATOR will inform the INSURER on a timely basis of contested claims and will respond to actual or threatened litigation relating to the INSURER's products of which the ADMINISTRATOR becomes aware. The INSURER reserves the right to respond to or defend such actual or threatened litigation provided it notifies and consults with the ADMINISTRATOR, and provided that the parties make reasonable efforts to coordinate their responses or defenses. In the event the INSURER elects to respond on its own behalf, it shall be indemnified by the ADMINISTRATOR in accordance with this the above Indemnification provision.

## **9. INTERPRETATION OF AGREEMENT**

**9.1 Integration.** This Agreement shall constitute the entire agreement between the parties and there are no understandings between the parties other than as expressed in this Agreement.

Furthermore, this Agreement may not be altered, modified or in any way amended except by instrument in writing duly executed by the proper officials of both parties.

9.2 Severability. To the extent that this Agreement may be in conflict with any applicable law or regulation, this Agreement shall be construed in a manner not inconsistent with such law or regulation. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly preserving to the fullest permissible extent the intent of the parties set forth herein.

9.3 Waiver. Any waiver by either party of any requirement in the Agreement shall be deemed to be a specific waiver and shall not be deemed to be a continuing waiver of any other requirement hereof.

9.4 Headings. Any headings used in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of the language herein.

9.5 Assignment. Neither party may assign this Agreement or any rights, duties or obligations hereunder.

IN WITNESS WHEREOF the parties, by their respective duly authorized officers, have caused this Agreement to become effective as the date first written above, upon execution in duplicate, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

**LOTSolutions, Inc. (ADMINISTRATOR)**

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

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

**Blue Ridge Indemnity Company (INSURER)**

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

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

## **SCHEDULE A - POLICIES**

The ADMINISTRATOR shall perform the Services under this Agreement in connection with the following insurance products and policy forms written by the INSURER:

1. Collateral Protection Insurance
2. Vendors Single Interest Insurance
3. Blanket Vendors Single Interest Insurance
4. Mortgage Protection Insurance
5. Credit Property Insurance on Household Contents
6. Non-Filing Insurance
7. Involuntary Unemployment Insurance
8. Limited Lienholder Insurance
9. Lender Comprehensive Insurance
10. Accidental Death & Dismemberment Insurance
11. Disability Insurance
12. Contractual Liability Insurance
13. Mechanical Breakdown Insurance
14. Inland Marine Insurance
15. Private Passenger Auto
16. Homeowners Multi-Peril
17. Farmowners Multi-Peril
18. Home Warranty/Protection
19. Surety (Fidelity/Surety Bonds)
20. Commercial Multi-Peril
21. Burglary & Theft
22. Glass
23. Boiler & machinery
24. Leakage & Fire Extinguisher Equipment
25. Malpractice & Congenial Defects
26. Elevator
27. Livestock & Domestic Animals
28. Entertainment

**SCHEDULE B – SERVICES**  
**Administrative Services, Service Standards, Time Frames**

REDACTED

## **SCHEDULE C – COMPENSATION**

As consideration for performance of the Services by the ADMINISTRATOR, the INSURER agrees to pay the ADMINISTRATOR all costs and expenses actually incurred by the Administrator in its performance of its duties to Insurer hereunder. Any indirect and shared expenses shall be allocated in accordance with the methods prescribed in the NAIC Accounting Practices and Procedures Manual-SSAP No. 70. The basis for determining charges to Insurer shall be those used by Administrator for internal cost distribution, including, where appropriate, unit costs prepared annually for this purpose. On or before the last day of the month immediately following the quarter to which the costs and expenses apply, the Administrator will present the Insurer with a statement of Insurers pro rata share of Administrators actual costs and expenses incurred during that quarter by the Administrator. Such costs and expenses shall be paid by the Insurer within fifteen (15) days thereafter. If any such payment is not made on the due date, Administrator shall be entitled to statutory interest on the amount overdue.