

PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT

(effective January 1, 2021)

By and Among

SECURA Insurance Mutual Holding Company
(A Wisconsin SIC Holding Company)

and

SECURA Holdings, Inc.
(A Wisconsin Stock Company)

and

SECURA Insurance Company
(A Wisconsin Stock Insurance Corporation)

and

SECURA Supreme Insurance Company
(A Wisconsin Stock Insurance Corporation)

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PROFESSIONAL AND ADMINISTRATIVE SERVICES AGREEMENT
effective January 1, 2021

This Professional and Administrative Services Agreement (“Agreement”) is entered into as of this 1st day of January, 2021, by and among SECURA Insurance Mutual Holding Company, a Wisconsin mutual insurance holding company (“SIMHC”), SECURA Holdings, Inc., a Wisconsin stock corporation (“SHI”), SECURA Insurance Company, a Wisconsin stock insurance corporation (“SIC”), and SECURA Supreme Insurance Company, a Wisconsin stock insurance corporation (“SSIC”).

RECITALS

WHEREAS, SIMHC directly owns SHI, SHI directly owns SIC, and SIC directly owns SSIC; and

WHEREAS, all parties have entered into a Tax Sharing Agreement which allows SIMHC to use an affiliate, including SIC, to provide professional and administrative services under that agreement; and

WHEREAS, SSIC has entered into a Pooling Agreement with SIC pursuant to which SSIC and SIC pool their respective liabilities and SIC provides professional and administrative services therefor; and

WHEREAS, SIMHC, SHI and SSIC may be in need of various professional and administrative services from SIC in addition to the services under the Tax Sharing and Pooling Agreement. SIMHC, SHI and SSIC may hereinafter be referred to collectively as “SERVICE RECIPIENTS” or individually as a “SERVICE RECIPIENT”; and

WHEREAS, SIC maintains employees and premises sufficient to provide all such administrative and professional services to SERVICE RECIPIENTS and desires to provide such services and space specified in this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1- SERVICES TO BE PROVIDED

Upon the request of the Board of Directors of SIMHC, SHI and/or SSIC (“SERVICE RECIPIENTS”), or the request of such officer(s) of SERVICE RECIPIENTS as their Boards of Directors may designate, SIC shall provide, either directly or through the engagement of third party professionals, services in the following areas to such an extent as to satisfactorily discharge all statutory and regulatory requirements of SERVICE RECIPIENTS as are usual and customary (as to SSIC, in the insurance industry):

- (i) Actuarial Services
- (ii) Accounting Services
- (iii) Financial Reporting Services
- (iv) Legal Services
- (v) Investment Management Services
- (vi) Financial Audit Services

(vii) Such other professional or administrative services as may be requested from time to time by SERVICE RECIPIENTS.

The SERVICE RECIPIENTS shall maintain oversight for functions provided to the SERVICE RECIPIENTS by SIC and shall monitor such services annually for quality assurance.

ARTICLE 2 - COMPENSATION

As consideration for providing the services set forth in Article 1, SIC shall be compensated by the SERVICE RECIPIENT on an actual cost basis or as otherwise provided in the Pooling Agreement, Tax Sharing Agreement or other separate agreement by, between or among the parties. Any expenses incurred by SIC on behalf of a SERVICE RECIPIENT for services provided by third parties, including without limitation, attorneys, accountants, actuaries, etc., shall be charged to the SERVICE RECIPIENT at such time as payment is made by SIC. All payments due SIC shall be paid on a quarterly basis within thirty (30) days of the end of each month that precedes a calendar quarter-end, such settlements shall be in compliance with the Accounting Practices and Procedures Manual. The SERVICE RECIPIENTS shall not advance any funds to SIC hereunder, except to pay for services defined in the Agreement.

ARTICLE 3 - TERM AND TERMINATION

This Agreement shall be effective January 1, 2021, and shall continue in effect through December 31, 2026. Thereafter, it shall renew for additional five (5) year terms unless terminated by either party. Either party may terminate this Agreement at any time with or without cause upon ninety (90) days prior written notice. Termination of this Agreement shall not limit the obligation or liabilities of either party incurred but not discharged prior to termination.

SIC shall have no automatic right to terminate this Agreement with respect to a SERVICE RECIPIENT that is an insurance company if such SERVICE RECIPIENT is placed in receivership pursuant to Chapter 645 of the Wisconsin Statutes.

ARTICLE 4 - RECORDKEEPING

SIC shall maintain at its principal office, for the duration of this Agreement and for six (6) years thereafter, the books and records developed or maintained in connection to all transactions between itself and SERVICE RECIPIENTS relating to this Agreement. Such books and records shall be maintained according to generally accepted standards of the insurance industry and shall remain the property of the SERVICE RECIPIENTS and subject to control of the SERVICE RECIPIENTS. Upon reasonable notice, SERVICE RECIPIENTS will be entitled to reasonable access to the books and records of SIC at any reasonable time, but only to the extent such materials pertain to this Agreement. SERVICE RECIPIENTS will pay their own expenses associated with any such review of the books and records.

ARTICLE 5- FUNDS AND ASSETS

All funds and invested assets of a SERVICE RECIPIENT are the exclusive property of the SERVICE RECIPIENT, held for the benefit of and subject to the control of the SERVICE RECIPIENT.

ARTICLE 6- DELINQUENCY PROCEEDINGS

If a SERVICE RECIPIENT is placed in delinquency proceedings or seized by the commissioner under Chapter 645 of the Wisconsin Statutes, (a) all of the rights of the SERVICE RECIPIENT under the Agreement extend to the receiver or commissioner; and (b) all books and records shall be immediately made available to the receiver or the commissioner, and shall be turned over to the receiver or commissioner immediately upon the receiver or the commissioner's request.

SIC shall continue to maintain any systems, programs, or other infrastructure notwithstanding a delinquency proceeding or seizure by the commissioner under Chapter 645 of the Wisconsin Statutes, and will make them available to the receiver, for so long as sic continues to receive timely payment for services.

ARTICLE 7 - ERRORS OR OMISSIONS

Inadvertent delays, errors or omissions made in connection with this Agreement or any transaction hereunder will not relieve either party from any liability that would otherwise have attached had such delay error or omission not occurred. Regardless, the responsible party will rectify each such delay, error or omission as promptly as practicable after discovery.

ARTICLE 8 - INDEMNIFICATION

SIC will indemnify SERVICE RECIPIENTS and hold each harmless from and against any and all losses, liabilities, fees, costs, expenses, or damages, including without limitation reasonable attorney's fees, arising under or relating to any breach by SIC of its obligations hereunder, or resulting from gross negligence or willful misconduct of SIC. SERVICE RECIPIENTS will indemnify SIC and hold SIC harmless from and against any and all losses,

liabilities, fees, costs, expenses, or damages, including without limitation reasonable attorney's fees, arising under or relating to any breach by such SERVICE RECIPIENT of its obligations hereunder, or resulting from gross negligence or willful misconduct of such SERVICE RECIPIENT.

ARTICLE 9 - REPRESENTATIONS AND WARRANTIES

A. **SERVICE RECIPIENTS.** SERVICE RECIPIENTS hereby represent and warrant to SIC as follows:

(i) SERVICE RECIPIENTS are corporations organized under the laws of the State of Wisconsin and are duly organized, validly existing and in good standing.

(ii) The execution, delivery and performance of this Agreement and all documents to be executed and delivered by SERVICE RECIPIENTS hereunder, (a) are within their corporate power; (b) have been duly authorized by all necessary or proper corporate and other action, including the consent of shareholders, or board of directors, where required; (c) are not in contravention of any provision of its certificate or articles of incorporation or by-laws; (d) do not violate any law or regulation, or any order or decree of any court or governmental instrumentality applicable to it; and (e) do not conflict with or result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which it is a party or by which it or any of its property is bound, and the same do not require the consent or approval of any governmental body, agency, authority or other entity other than those that have been obtained. This Agreement has been duly executed and delivered by SERVICE RECIPIENTS and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms except as such enforceability may be limited by insolvency or similar laws affecting the enforceability of creditor's rights generally and by general principles of equity.

(iii) SERVICE RECIPIENTS are not a party to any litigation or administrative proceeding, nor so far as is known by it is any litigation or adverse administrative proceeding or hearing threatened against it which in either case relates to the execution, delivery or performance of this Agreement.

B. **SIC.** SIC hereby represents and warrants to SERVICE RECIPIENTS as follows:

(i) SIC is a corporation organized under Chapter 611 of the Wisconsin Statutes and is duly organized, validly existing and in good standing.

(ii) SIC (a) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where the failure to qualify would have a material adverse effect upon it; (b) has the requisite corporate power and authority and the legal right to own, pledge and operate its properties, to lease the property it operates under lease and to conduct its business as now conducted; (c) has all necessary licenses, permits, consents or approvals from or by, and has made all necessary filings with, and has given all necessary notices to, all governmental authorities having jurisdiction, to the extent

required for such ownership, operation and conduct except where the failure to obtain such licenses, permits, consents or approvals or to make such filings will not have a material adverse effect upon it; (d) is in compliance with its certificate or articles of incorporation and by-laws and all material agreements to which it is a party or by which it is bound except where the failure to comply will not have a material adverse effect upon it; and (e) is in compliance in all respects with all applicable provisions of law except where the failure to comply will not have a material adverse effect upon it.

(iii) The execution, delivery and performance of this Agreement and all documents to be executed and delivered by SIC hereunder, (a) are within its corporate power; (b) have been duly authorized by all necessary or proper corporate and other action, including the consent of members, or board of directors, where required; (c) are not in contravention of any provision of its certificate or articles of incorporation or by-laws; (d) do not violate any law or regulation, or any order or decree of any court or governmental instrumentality applicable to it; and (e) do not conflict with or result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which it is a party or by which it or any of its property is bound, and the same do not require the consent or approval of any governmental body, agency, authority or other entity other than those that have been obtained. This Agreement has been duly executed and delivered by SIC and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms except as such enforceability may be limited by insolvency or similar laws affecting the enforceability of creditor's rights generally and by general principles of equity.

(iv) SIC is not a party to any litigation or administrative proceeding, nor so far as is known by it is any litigation or adverse administrative proceeding or hearing threatened against it which in either case relates to the execution, delivery or performance of this Agreement.

ARTICLE 10 - ARBITRATION

A. Any dispute or other matter in question between SIC and any SERVICE RECIPIENT arising out of or relating to the formation, interpretation, performance or breach of this Agreement, whether such dispute arises before or after termination of this Agreement, shall be settled by arbitration if the parties are unable to resolve the dispute through negotiation. Arbitration shall be initiated by the delivery of a written notice of demand for arbitration by one party to the other.

B. Each party shall appoint an individual as arbitrator and the two so appointed shall then appoint a third arbitrator. If either party refuses or neglects to appoint an arbitrator within sixty (60) days of receipt of a written notice of demand for arbitration, the other party may appoint the second arbitrator. If the two arbitrators do not agree on a third arbitrator within sixty (60) days of their appointment, each of the arbitrators shall nominate three individuals. Each arbitrator shall then decline two of the nominations presented by the other arbitrator. The third arbitrator shall then be chosen from the remaining two nominations by drawing lots. The arbitrators shall be active or former

officers of insurance or reinsurance companies or Lloyd's of London Underwriters; the arbitrators shall not have a personal or financial interest in the result of the arbitration.

C. The arbitration hearings shall be held in Appleton, Wisconsin, or such other place as may be mutually agreed. Each party shall submit its case to the arbitrators within sixty (60) days of the selection of the third arbitrator or within such longer period as may be agreed by the arbitrators. The arbitrators shall not be obliged to follow judicial formalities or the rules of evidence except to the extent required by the state law of the situs of the arbitration as herein agreed. The decision rendered by a majority of the arbitrators shall be final and binding on both parties. Such decision shall be a condition precedent to any right of legal action arising out of the arbitrated dispute which either party may have against the other. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

D. Each side shall pay (i) the fee and expenses of its own arbitrator, (ii) one-half of the fee and expenses of the third arbitrator and (iii) one-half of the other expenses that the parties jointly incur directly related to the arbitration proceeding. Other than as set forth above, each Party shall bear its own costs in connection with any such arbitration including, without limitation, (iv) all legal, accounting, and other professional fees and expenses and (v) all other costs and expenses each party incurs to prepare for such arbitration.

E. Except as provided above, arbitration shall be based, in so far as applicable, upon the procedures of the Commercial Arbitration Rules of the American Arbitration Association.

ARTICLE 11 - GENERAL PROVISIONS

A. Amendments. This Agreement may be amended by mutual consent of the parties expressed in an addendum; and such addendum, when executed by both parties, shall be deemed to be an integral part of this Agreement and binding on the parties hereto.

B. Successors and Assigns. This Agreement shall inure to the benefit of and bind each SERVICE RECIPIENT and its successors and assigns and SIC and its successors and assigns. Neither this Agreement nor any right hereunder nor any part hereof may be assigned by any party hereto without the prior written consent of the other party hereto. Prior to any such assignment, the consent of all necessary regulatory authorities must be obtained.

C. No Third-Party Beneficiaries. This Agreement is only for the benefit of SERVICE RECIPIENTS and SIC and does not confer any right, benefit, or privilege upon any person or entity not a party to this Agreement.

D. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin (without giving effect to principles of conflicts of laws) applicable to a contract executed and to be performed in such state.

E. Entire Agreement. This Agreement supersedes all prior discussions and agreements between, and contains the sole and entire agreement among SIC, SSIC, SIMHC and SHI with respect to the subject matter hereof.

F. Headings, etc. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires, (i) words of any gender will be deemed to include each other gender, (ii) words using the singular or plural number will also include the plural or singular number, respectively, (iii) the terms hereof, herein, hereby, and derivative or similar words will refer to this entire Agreement, and (iv) the conjunction “or” will denote any one or more, or any combination or all, of the specified items or matters involved in the respective list.

G. Non-waiver. The failure of either party hereto at any time to enforce any provision of this Agreement shall not be construed as a waiver of that provision and shall not effect the right of either party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

H. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom, and (iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

I. Notices. Any notice or communication given pursuant to this Agreement must be in writing and will be deemed to have been duly given if mailed (by registered or certified mail, postage prepaid, return receipt requested), or if transmitted by facsimile, or if delivered by courier, as follows:

If to SIC:

SECURA Insurance Company
1500 Mutual Way
Neenah, Wisconsin 54956
Attention: Vice President, General Counsel and Corporate Secretary

If to SIMHC:

SECURA Insurance Mutual Holding Company
1500 Mutual Way
Neenah, Wisconsin 54956
Attention: Secretary

If to SHI:

SECURA Holdings, Inc.
1500 Mutual Way
Neenah, Wisconsin 54956
Attention: Secretary

If to SSIC:

SECURA Supreme Insurance Company
1500 Mutual Way
Neenah, Wisconsin 54956
Attention: Vice President, General Counsel and Corporate Secretary

All notices and other communications required or permitted under this Agreement that are addressed as provided in this paragraph will, whether sent by mail, facsimile, or courier, be deemed given upon the first business day after actual delivery to the party to whom such notice or other communication is sent (as evidenced by the return receipt or shipping invoice signed by a representative of such party or by the facsimile confirmation). Any party from time to time may change its address for the purpose of notices to that party by giving a similar notice specifying a new address, but no such notice will be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

J. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SECURA Insurance Company

SECURA Insurance Mutual Holding Company

By: _____
Daniel P. Ferris, Vice President, General
Counsel & Corporate Secretary

By: _____
Daniel P. Ferris, Secretary

SECURA Holdings, Inc.

SECURA Supreme Insurance Company

By: _____
Daniel P. Ferris, Secretary

By: _____
Daniel P. Ferris, Vice President, General
Counsel & Corporate Secretary