

Riggs, Counselman, Michaels & Downs, Inc. and its subsidiaries and related entities ("RCM&D", "We" or "Us") and Client ("You") STANDARD CONTRACT CONDITIONS

All requests to place or change coverage will be confirmed in writing. You acknowledge that all proposals and summaries are not the insurance contracts themselves, nor shall they be construed as such.

RCM&D will recommend insurance coverage based on the information provided to us as well as publicly available information. You will provide complete and accurate information regarding your exposures, previous loss experience and other data the marketplace may require.

We do not guarantee the solvency of any insurance carrier, but will provide you with information regarding each insurance carrier in assisting you in obtaining the appropriate choice of insurance program.

You will make the final decision with regard to insurance coverage purchased from us and you are under no obligation to purchase insurance of any kind.

You agree to review all the policies. In the event you have any questions or comments regarding insurance policies, you should notify us immediately, particularly if coverage differs from your expectations, instructions and/or the established terms of the relationship. At your request, we will meet with your employees and representatives to review insurance policies and answer any questions you may have.

RCM&D will advise you of claims reporting procedures. You should carefully review the procedures we provide to you to ensure the proper and timely filing of a claim. Failure to timely or properly file a claim, or otherwise comply with claims reporting procedures, may risk obtaining coverage of the claim. You should also retain copies of the reporting procedures and any documentation related to reporting the claim, even after the policy terminates, since you may need to report a claim after the policy's termination.

Information you provide to us in connection with our professional relationship and the performance of our services will remain confidential. We will share such information with third parties only to the extent is necessary to perform our services. We may also disclose information to the extent it is required by law or regulation, or compelled by a court, tribunal or similar proceeding. You agree not to disclose, whether directly or indirectly, any information to third parties, except where required by law or compelled by a court, tribunal or similar proceeding. Any records you provide us will remain your sole property, except that we reserve the right to retain copies of such records in accordance with our standard operating procedures for recordkeeping. We retain the sole rights to all proprietary information developed by us, such as methods, systems and procedures.

RCM&D may include your name on a client list which may be distributed or published from time to time.

The relationship shall commence and expire according to the agreed-upon period of engagement or, pursuant to the next paragraph. The relationship is renewable upon mutual agreement between you and RCM&D.

You may choose not to renew the relationship by providing notice of non-renewal within 60 days of the expiration date of the period of engagement; otherwise, the relationship will automatically renew. During the period of engagement and any other period after the relationship has been renewed, you may terminate the relationship, for any reason or no reason at all, by providing 60 days' notice of intention to terminate. In the event that the relationship is terminated prior to the end of the engagement period, our full compensation for the entire period will be due within 30 days of receiving such notice, unless otherwise specified in the proposal or letter of engagement.

RCM&D may terminate the relationship for any reason, or no reason at all, by providing you with 60 days' written notice. RCM&D reserves the right to terminate the relationship immediately if you: 1) fail to pay the fee; 2) become or are declared insolvent or bankrupt; 3) are subject to any proceeding related to your liquidation or insolvency (voluntary or involuntary) which is not dismissed within 90 calendar days or 4) make an assignment for the benefit of creditors.

You agree to provide timely payment of fees, where applicable, and premiums according to the dates specified in the policies, invoices and other payment documents. A fee, where applicable, shall be payable upon your receipt of an invoice. If you fail to make payments in a timely matter, the relationship may be terminated. If the relationship is terminated for nonpayment, you authorize RCM&D to arrange for the cancellation of all insurance placements and to use any refunds for the payment of outstanding fees. However, in the event insurance placements are cancelled and after refunds are applied to outstanding payments, you still may owe us compensation for services performed, pursuant to the payment schedule detailed in the letter of engagement, which we will seek to collect.

We may receive and retain interest on the premiums you pay from the time we receive the payment to when we pay the insurers or intermediaries. The compensation for services detailed in the letter of engagement is exclusive of federal, state and sales taxes, and any other similar taxes and charges. You will pay any taxes applicable to the price of our services.

RCM&D may receive supplemental income ("Remuneration") from certain insurance carriers contingent on volume, profitability (loss ratio), growth and/or other factors. The Remuneration is not guaranteed nor is it solely based on your specific insurance placements. It is based on the total performance of applicable policies that RCM&D has placed with an insurance carrier. Such arrangements may be in effect with one or more insurance carriers with whom your insurance is placed, and may vary from carrier to carrier. Historically, our Remuneration has averaged between 1-2% of the premium. We will make available to you, upon request, the amount or a reasonable estimate of the Remuneration we receive from the insurance carriers with whom your insurance coverage is placed. On occasion, certain insurers or service providers may offer us or our employees items of nominal value or "gifts" for referring business to them. Our employees are prohibited from accepting any gifts of sufficient significance to impair the professional recommendations they make. We are happy to answer any questions about our total compensation and if you have any questions, please contact your RCM&D representative.

You agree to re-negotiate a revised or separate fee in good faith in the event that work on your account is greater than anticipated by RCM&D or different, additional or specialized services are needed, for whatever reason, to service your account.

Letters of engagement (Fee Letters or Agreements) may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Letters of engagement (Fee Letters or Agreements) may not be modified except by a writing signed by both parties.

No right or obligation may be assigned by either party except by the express written permission of the other party. Any attempted assignment shall be wholly void and totally ineffective for all purposes.

The parties agree to attempt to resolve any disputes related to the relationship using good-faith efforts through non-binding arbitration. Arbitration must be commenced by the written notice of intention to arbitrate.

Neither party shall be held responsible if the fulfillment of any obligation is delayed or prevented by any cause not within the control of the party with whose performance is interfered, and which, by the exercise of reasonable diligence, the party is unable to prevent.

You agree that the amount of our maximum liability to you for any damages, however caused (including breach of contract, negligence, or any other act or omission), shall be ten times the annual revenue we receive from our work on your behalf (either in the form of fees or commissions from the policies), but in no instance greater than 10 million dollars.

Each term is intended to be severable. If any court of competent jurisdiction determines that one or more of our terms, or any part thereof, is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair any other terms which shall be given full force and effect while being construed as if such invalid, illegal, or unenforceable term had not been contained within it. If the scope of any term is found to be too broad to permit enforcement of such term to its full extent, you consent to judicial modification of such term and enforcement to the maximum extent permitted by law.

The validity, interpretation, performance, and enforcement of our terms and our relationship shall be governed by the substantive laws of the State of Maryland. If legal action is brought at any time based on any controversy or claim arising out of our terms or our relationship, you agree to submit to the jurisdiction and venue of the civil district or superior court of Baltimore County, Maryland, and agree that such court shall have exclusive jurisdiction and venue of such action. You further agree that the last act of entering into the letter shall be deemed to have occurred in the State of Maryland.

You acknowledge that we may communicate or convey documentation with you via Internet ore-mail unless you expressly request otherwise and neither you nor RCM&D has control over the performance, reliability, availability or security of e-mail or such other electronic transmission. You may at any time, request that we resume communications through the delivery of paper documents. You will not be charged a fee for this request and may make such request by notifying us in writing or by email. You agree to provide us with your current email address so we can send you notices and other documents via email or notify you that documents are available for your review. You also agree to update your account and notify us of any change in your email address. You can make such a change by notifying us via one of the methods listed above. You acknowledge and agree that you have sufficient access to a privately owned computer and email system (as opposed to one with limited access, such as those housed in public libraries) that will: Permit you to access, view, and print the communications we will send; permit you to receive emails that contain hyperlinks to websites; and permit you to access websites.

Our terms do not and are not intended to confer any rights or remedies upon any person other than the parties.