



PRODUCER AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into _____ (the "Effective Date") by and between Orchid Underwriters Agency, LLC, the principal office of which is located at 1201 19th Place, Suite A110, Vero Beach, FL 32960 (inclusive of any other company that is part of or added thereto or to Orchid Underwriters Agency Holdings, LLC, severally not jointly, "Orchid") and _____, the principal office of which is located at _____ ("Producer" and, with Orchid, the "parties").

RECITALS

WHEREAS, Orchid is engaged in the business of selling insurance on a wholesale basis and has contracts with certain admitted and non-admitted insurance carriers ("Insurers");

WHEREAS, Producer is a retail insurance entity engaged in the business of selling insurance to the general public; and

WHEREAS, Producer desires to place contracts of insurance through Insurers represented by Orchid and utilize the underwriting facilities, knowledge, and services of Orchid; and Orchid is willing to offer facilities to Producer for the placement of insurance with admitted and/or non-admitted Insurers.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Placement of Insurance.** Producer desires to place contracts of insurance through Insurers represented by Orchid. Orchid is to offer services to Producer for the placement of insurance with admitted and/or non-admitted Insurers.
- 2. Independent Contractors.** In submitting business to Orchid, Producer is acting as agent for the applicant and is not acting as an agent, subagent or broker for Orchid. This Agreement does not create an employment relationship or any manner of agency relationship between Orchid and Producer. Producer is an independent contractor who desires to procure insurance for a consumer. Orchid does not retain the right to control the mode, method or means of sales by Producer.
- 3. Limitations of Authority and Responsibility.** Producer has authority, pursuant to the terms of this Agreement, to submit requests and/or applications for Orchid's consideration, for the purpose of placement and procurement of insurance coverage with Orchid represented Insurers, for risks located in states in which Producer is duly licensed and authorized to operate. Producer acknowledges and agrees that Orchid, in its sole discretion, has the authority to accept, cancel, reject, non-renew, or modify applications, policies, or renewal policies; submit to an Insurer for acceptance any applications of insurance for risks submitted by Producer; and shall incur no liability for failure to place any such risk. Nothing in this Agreement shall place Orchid under any obligation to accept any proposal or new business submission or the renewal of existing business put to it by Producer.

- a. **Binding Authority.** Producer shall have no authority to bind any insurer for Orchid, waive or modify terms of payment of any premium or deposit, modify the terms of any insurance policy, modify the procedures under this Agreement, or incur any liability on behalf of Orchid. Producer acknowledges that Orchid, without limiting other remedies, reserves the right to cancel active policies due to non-payment of premium or failure to meet or maintain compliance with Orchid's underwriting criteria. The parties also acknowledge that Orchid has the exclusive right to modify coverages, modify premiums, non-renew policies, and cancel policies in accordance with applicable law of the state in which the insurance is placed.
 - b. **Use of Sub-Producer Requires Approval.** Producer shall not place business through sub-producers unless the identity of the sub-producer has been disclosed to Orchid and expressly approved in writing by Orchid in advance of the request for quote. Producer shall ensure that sub-producer conducts business in a manner which is consistent with this Agreement which shall include, but not be limited to, maintaining errors and omissions coverage as specified in this Agreement. Producer shall notify Orchid of any suspension, cancellation or disciplinary action with respect to the agency or individual licenses of a sub-producer. Use of a sub-producer shall not relieve Producer of its obligations under this Agreement.
 - c. **Certificates and Evidence of Insurance.** Producer is authorized to issue true and accurate certificates of insurance relating to insurance placed pursuant to this Agreement. If Producer provides copies of certificates or evidence of insurance to Orchid, it is understood that Orchid will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate and will not have any responsibility to provide copies of such certificates or evidence of insurance to an Insurer unless required by the respective Insurer's contract with Orchid. Producer is solely responsible for the accuracy and completeness of any certificate or evidence of insurance Producer issues. The issuance or delivery of certificates of insurance by Producer hereunder does not confer any authority on Producer to bind coverage or to do any other act on behalf of Orchid or the Insurer.
 - d. **No Duty to Policyholder.** Orchid shall have no responsibility to any policyholder, sub-agent, solicitor, or sub-producer with regard to the adequacy, amount or form of coverage obtained through Orchid including but not limited to determining whether insurance supplied pursuant to this Agreement shall meet the needs of any policyholder.
 - e. **Advertisement.** Producer may advertise at the sole expense of Producer. Any advertisement that contains the name, logo, or trademark of Orchid must be approved by Orchid in writing in advance of Producer's use thereof. Any advertisement that contains the name, logo, or trademark of an Insurer must be approved by the Insurer in writing in advance of Producer's use thereof. Producer shall provide Orchid with copies of any approved advertisement at least once every calendar year during the Term of this Agreement.
4. **Producer's Representations and Warranties.** As a material inducement for Orchid to enter into this Agreement, Producer represents and warrants the following for the Term of this Agreement:
- a. **Licensing.** Producer is properly licensed (and appointed where and when required) to transact business in accordance with the insurance laws, rules and regulations of

- each state in which Producer transacts business. Producer will maintain each such license in good standing for the duration of this Agreement and will provide Orchid with copies of all such licenses, and all renewals thereof, upon request by Orchid. Producer will promptly notify Orchid of any suspension, cancellation or disciplinary action with respect to any of Producer's licenses and, if requested by Orchid, provide Orchid with a copy of any document issued to Producer by any governmental authority with regard to such action.
- b. **Errors and Omissions Liability Coverage.** As a condition precedent and an ongoing obligation throughout the Term of this Agreement, Producer shall, prior to or contemporaneously with the execution of this Agreement, provide Orchid with certificates of insurance demonstrating the existence of the following insurance coverage for services performed pursuant to this Agreement, from an insurance carrier acceptable to Orchid and having an A.M. Best Rating of A- or greater: Errors and omissions for the services performed pursuant to this Agreement in an amount of at least \$1,000,000 per claim and \$1,000,000 in the aggregate and a deductible or self-insured retention of no greater than \$50,000. Producer shall maintain errors and omissions coverage and provide proof of continuing insurance upon request by Orchid. Producer shall promptly notify Orchid of any claims made against Producer relating to such coverage. Producer further warrants that their Errors and Omissions policy does not exclude coverage for fiduciary responsibility with a limit no less than \$1,000,000. As an alternative, a separate Crime policy must be maintained with a limit no less than \$1,000,000.
- c. **Insurance Applications.** Any and all information provided in connection with any application for insurance subject to this Agreement shall be true and complete, to the best of Producer's knowledge. Producer further represents and warrants that, to the best of Producer's knowledge, such applications shall contain no material misrepresentations of any kind. Producer shall ensure that all material facts of which Producer is aware are accurately described and completely disclosed to Orchid. Further, it is the duty of Producer to notify Orchid, promptly after Producer becomes aware, of any material change that may affect the risk during the policy period and at any subsequent renewal. This obligation shall survive termination of this Agreement.
- d. **Producer Records.** During the Term of this Agreement and thereafter while Producer has any continuing obligations hereunder, Producer shall keep separate, accurate, and complete records of all transactions relating to business conducted hereunder including, but not limited to, applications taken, marketing materials used, and correspondence with policyholders, insureds, state insurance departments, and Orchid. Producer agrees that all such records may be audited, examined, and copied by representatives of Orchid and/or Insurers, or any state insurance department or regulatory body which so requires at any time during normal business hours.
- e. **Consumer Complaints.** Producer shall notify Orchid within two (2) days of receipt of notice, regardless of form or mode of communication, of any complaint from any state insurance department or other regulatory authority relating to a policy or any business conducted under this Agreement. Producer shall cooperate fully with Orchid and Insurer to promptly and adequately respond to any such complaint. Producer shall provide to Orchid a copy of Producer's response to any such complaint upon request by Orchid.
- f. **Claims.** Producer shall immediately notify Orchid upon receipt of any verbal or written notice of any claim or loss relating to a policy. Producer shall notify Orchid promptly of any claim, suit or notice of loss or circumstance which might reasonably be expected to result in a claim, suit or notice of loss. Producer shall cooperate fully with Orchid to facilitate the investigation and adjustment of any claim as requested by Orchid or the

underlying Insurer. For the avoidance of doubt, Producer shall have no right to adjust, compromise or settle a claim or waive a policy condition.

- g. **Excess and Surplus Lines Placement.** Producer shall not place an order with Orchid for any excess or surplus lines insurance unless Producer shall have first complied with any applicable state laws requiring Producer to attempt to procure such insurance from insurers authorized to do business in the state in which the risk is located. For excess or surplus lines insurance placed by Orchid for Producer, Orchid shall be responsible for filing the surplus lines taxes and fees and remitting payment to the appropriate regulatory authority.
 - h. **Premiums Held by Producer in Trust.** Producer shall hold any premiums, fees, charges or other monies collected by Producer for the account of Orchid in a fiduciary capacity in accordance with the laws of the state in which Producer's principal office is located, with no right of offset or counter claim.
5. **Orchid's Confidential Information.** Producer shall hold and cause its affiliates, sub-producers, employees and other representatives and agents to hold in strict confidence all Orchid Confidential Information. For purposes of this Agreement, "Orchid Confidential Information" shall mean all written and non-written information of a proprietary or confidential nature including but not limited to information of Orchid accessed by Producer through any system or software of Producer or Orchid and/or Orchid's, operations, strategy, hardware and software systems, computers, policy terms, customers, procedures, techniques, interfaces, networks, protocols, data and data bases, technical processes, distribution arrangements, customer relationships, customer lists, costs, profits, markets, sales, products, key personnel, pricing policies, concepts models, analytics, compensation, suppliers, programs, methods, plans for future developments, and all other information not readily available to the public or Orchid's competitors or clients. Producer's obligation to safeguard all Orchid Confidential Information shall survive termination of this Agreement. In the event that Producer becomes or believes it may become subject to a court order requiring the disclosure of any Orchid Confidential Information to a third party, Producer agrees to provide Orchid with as much notice as possible so that Orchid may intervene and seek appropriate protection.
6. **No Advance Notice Requirement on Expirations.** Orchid shall be under no obligation to give Producer advance notice of expiration of any policies which Producer procures through Orchid.
7. **Commissions and Premiums.** Producer shall receive the amount(s) set out in Exhibit A ("Commission Schedule") as the full and complete compensation for business referred to Orchid hereunder ("Commission"). Orchid may, from time to time in its sole discretion, amend the Commission Schedule on some or all policies referred by Producer. Such change in Commission shall apply to new and renewal policies or changes to existing policies effective on and after the effective date of any such Commission change.
- a. **Premium and Accounts.** Producer shall accept the format of Orchid's billing procedures which may vary by policy, which also may take the form of binders, invoices, statements or similar communications. The net balance due as shown on such billings shall be paid by the billing due date, irrespective of whether a policy has been delivered to Producer by such date. Producer guarantees the payment to Orchid and is liable for all premiums including deposit, earned, extension and adjustable premiums, fees, plus applicable state and local taxes, and policy and inspection fees, less Commission, on every policy contract bound or written for Producer pursuant to this Agreement, whether or not collected by Producer. Producer assumes the credit

risk of advancing premiums to Orchid before collecting premiums from an insured. The omission of any item(s) from a billing statement or separate invoice shall not: (1) affect Producer's responsibility to account for and pay all amounts due; (2) prejudice the rights of Orchid to collect all amounts due from Producer; or (3) extend the time within which Producer must make payment.

- b. **Refunds of Premiums & Premium Tax.** In the event of cancellation or modification of an insurance contract for whatever reason that results in an obligation to refund all or part of the premium and/or premium tax, Orchid's sole obligation shall be to remit the required premium or premium tax directly to Producer rather than to the insured, to any premium finance company or to any other person or entity. Notwithstanding the foregoing, no amount of premium tax shall be returnable until recovered by Orchid and the amount to be returned shall in no event exceed the amount recovered. Producer shall refund Commission, at the same rate such Commission was paid to Producer, to the policyholder from Producer's own funds on a pro-rata basis for return premiums. Return premiums, including amounts due from Producer, shall be paid on a timely basis and in accordance with all applicable law. If requested by Orchid, return commission shall be remitted directly to Orchid within time frames directed by Orchid.
- c. **No Compensation Directly from Insurer.** Producer acknowledges and agrees that no Insurer has agreed to pay any compensation to Producer directly, and that no Insurer shall have any liability or obligation to directly compensate Producer. All compensation due Producer under this Agreement shall, under all circumstances, be due from and paid solely by Orchid.
- d. **Producer Responsible for Disclosures.** For as long as Orchid is obligated to pay any Commission to Producer pursuant to this Agreement, Producer agrees to give any disclosure as required by law, regulation, or order in a timely manner to policyholders, insureds, and any other third party that is necessary or appropriate including, but not limited to, disclosure of compensation, commissions, or affiliations.
- e. **Adjustable Premiums during Policy Period.** Notwithstanding anything to the contrary set forth herein, in situations where premiums for a policy or policies which have been issued cannot be fully determined in advance and where an adjustment or determination is made by an audit, retrospective rating or by interim reports, such amounts are fully earned and due at the invoice date as evidenced by Orchid or Insurer invoice.
- f. **Unearned Commissions.** Producer shall be liable to Orchid and shall pay return commission at the same rate as originally allowed to Producer for all return premium adjustments or cancellations, including return premium on cancellations ordered or made by the Insurer or finance company. Such return commission shall be paid to Orchid by the due date indicated on the billing document. If a return premium becomes due under any contract of insurance and Orchid has been issued a credit, or payment has been rendered, for such premium by Orchid's Insurer, Orchid will pay to Producer such return premium less the unearned portion of any commission previously retained by Producer.
- g. **Financed Premiums.** On all premiums that have been financed, Producer shall direct premium finance companies to direct all payment of financed premium and notices of financing to Orchid. The ultimate liability of Orchid for payment to a finance company, Producer, or insured shall never exceed the amount of return premium less unearned commission developed. Producer agrees to hold Orchid harmless from any

responsibility for payment to a finance company and further agrees that financing arrangements do not diminish the responsibility for the timely payment of premium by the Producer.

- h. **Cancellations.** Orchid shall have the right to cancel any binder, policy or contract of insurance issued. Orchid will not recognize flat cancellations unless (a) written evidence of coverage prior to the inception date of the contract for insurance is provided; and (b) such credit has been granted Orchid by its Insurer. A minimum earned premium may be charged after the contract inception date in accordance with the cancellation provisions of such contract. If the policy is bound by Orchid, inspection and policy fees are nonrefundable. Earned premium shall be computed and charged on every binder, policy or contract cancelled after the inception date in accordance with the cancellation provision of the applicable contract and/or rules of the Insurer. If Producer does not make timely payment of any sums due Orchid, then Orchid may, without limitation of other remedies, initiate with Insurer to cancel the binder, policy or contract for non-payment. Producer hereby acknowledges that Orchid and its Insurers are under no duty to reinstate a policy if the policy is cancelled. Producer shall not accept from any insured the late payment of premiums with prior knowledge, whether actual or constructive, that the policy for which the late premiums have been collected has been cancelled.
 - i. **Rules and Guidelines.** Producer shall follow all rules and guidelines which may be established or revised from time to time by Orchid including, but not limited to, rules or guidelines governing the form and content of applications and the extent and sufficiency of information to be provided on or with applications. Failure to follow any such rule or guideline will, at the option of Orchid, immediately terminate this Agreement, with Producer to comply with Producer's post-termination obligations set forth in Section 13 regardless of timely notice by Orchid thereunder.
- 8. Ownership of Business and Policy Records.** Ownership and control of the expirations on any business placed by Producer through Orchid shall remain with Producer. However, notwithstanding said ownership, Producer shall remain obligated to Orchid for the payment of all premiums due under this Agreement.
- 9. Inspection of Records.** During the Term of this Agreement, and for a period of three (3) years following termination hereof, Orchid or Insurer shall have the right to audit and inspect Producer's books and records concerning the business to which this Agreement applies. Such right of audit and inspection shall be during normal business hours upon reasonable notice to Producer. The costs of such audit and inspection, including the costs of making copies of relevant records, shall be borne by Orchid.
- 10. Indemnification.** Each party agrees to indemnify and hold the other harmless from and against any and all claims, demands, expenses, losses, actions or liability including but not limited to reasonable attorneys' fees and costs of suit arising out of or in any way connected with the respective performance of the promises, agreements, and obligations of each imposed hereunder. Producer shall remain responsible to Orchid for any and all uncollected accounts receivable, bad debts and payments of premiums and other charges to Insurers.
- 11. Compliance with Privacy Laws.** Both parties acknowledge that, due to the nature of their business, each has had or will have access to certain nonpublic personal information which each are required to protect, maintain and secure in accordance with various requirements of the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6809) and the regulations issued thereunder (12 C.F.R. Part 40); and the Fair and Accurate Credit Transactions Act of 2003 (15 U.S.C. §§

1681-1681x) and regulations issued thereunder (12 C.F.R. Parts 30 and 41) and other statutory, legal and regulatory requirements (collectively, the "Privacy Laws" with respect to "Nonpublic Personal Information" as described therein); and, therefore, the parties agree and acknowledge that they have no legal right to access, receive, accept, transmit, store or otherwise impact Nonpublic Personal Information which has come into their possession due to the nature of their function in the wholesale and retail of insurance business, except that as may be permitted under said Privacy Laws and except where necessary to provide services within the scope of this Agreement. Accordingly, the parties agree not to disclose said Nonpublic Personal Information nor permit, facilitate whether deliberately, negligently or otherwise, other persons not engaged in the placing of insurance under this Agreement to have access to said information. The obligation to protect the information covered by the Privacy Laws shall survive the termination of this Agreement and shall continue indefinitely. The Nonpublic Personal Information agreed to be protected in accordance with this Section 11 shall not include information (a) required to be disclosed by law; (b) generally available to the public other than as a result of a breach of a non-disclosure obligation; or (c) available to and obtained on a non-confidential basis from a source other than either party to this Agreement.

12. Communications to Producer. Producer acknowledges that Producer has granted Orchid express permission to communicate to certain employees of Producer including, but not limited to, main agency contacts, managers, accounting personnel, producers, and system users. Orchid may communicate directly to these individuals via any reasonable and standard means of communication, including email and telephone. Such communications may be for purposes including but not limited to product updates, critical communications, company updates, systems updates, weather events, and marketing communications.

13. Term and Termination.

- a. The term of this Agreement shall commence on the Effective Date and continue in full force and effect until terminated pursuant to this Section 13 (the "Term").
- b. Either party may terminate this Agreement at any time upon written notice provided in accordance the notice provisions stated herein. Upon termination:
 - i. Each party shall without delay account for all sums due and owing under the terms of this Agreement so as to bring all unsettled accounts current.
 - ii. At Orchid's request, Producer shall return to Orchid or destroy all forms, applications, stationery or other supplies to be used in soliciting, negotiating or affecting contracts of insurance under this Agreement, and any data that Producer obtained as a result of this Agreement or the relationship between the parties, unless prohibited by law or expressly stated otherwise herein.
 - iii. At Orchid's request, Producer shall return to Orchid all Orchid Confidential Information. Alternatively, at Orchid's option, Producer shall destroy all Orchid Confidential Information and certify to Orchid that such has been destroyed. In any event, Producer is prohibited from retaining any copies, summaries, or likenesses of Orchid Confidential Information without Orchid's express written consent unless specifically required by law.
 - iv. To the extent that one party has licensed the other party to use the party's trademarks, service marks or trade names (collectively, "Marks"), the other party shall immediately discontinue using the party's Marks, and will execute all necessary and appropriate documents to confirm the party's ownership, or

to transfer to the party any rights it may have acquired from the party in its Marks, except that the other party may continue to use the party's Marks to the extent authorized by any other express written agreement between the parties.

Notwithstanding the termination, expiration or cancellation of this Agreement, any duty or obligation which has been incurred hereunder and which has not been fully observed, performed or discharged, and any right which has been created hereunder and which has not been fully enjoyed, enforced or satisfied, shall survive the termination, expiration or cancellation of this Agreement until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced or satisfied.

14. General Provisions

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between Producer and Orchid and supersedes any and all prior agreements, either oral or written, with regard to the subject matter hereof. The failure of either party to enforce any provision hereof shall not be deemed a waiver of that provision. No waiver by either party of any provision of this Agreement shall be effective unless made in writing and signed by a senior officer of such party. No written waiver shall be deemed a continuing waiver of that provision or any other provision. No amendment to this Agreement shall be effective unless made in writing and signed by both parties, with the exception of Exhibit A as described in Section 7.

- b. **Notices.** Any notices to be given hereunder by either party to the other must be in writing and by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested, or by a nationally-recognized overnight courier. Notice shall be given as follows:

PRODUCER

ORCHID

Orchid Underwriters Agency, LLC
Attention Customer Support
1201 19th Place A110
Vero Beach, FL 32960

or to such other address as the party may designate by written notice. Producer shall be solely responsible for notifying Orchid upon any change of Producer's address. Notice shall be deemed given five (5) days after being sent by registered or certified mail and one (1) business day after being sent by any other method described above.

- c. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without reference to or regard for choice of law principles, and venue shall lie in Indian River County, Florida.

- d. **Jurisdiction.** ANY SUIT, ACTION OR PROCEEDING SHALL BE BROUGHT BY THE PARTIES SOLELY IN THE COURTS OF THE STATE OF FLORIDA OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; AND THE PARTIES EACH HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR SUCH PURPOSE AND ANY APPELLATE COURTS THEREOF, EXCEPT THAT ANY FINAL AWARD MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION OVER ANY PARTY OR ANY OF ITS ASSETS.

- e. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled from the non-prevailing party to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
- f. **Severability.** If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision, which shall remain in full force and effect. Each provision of this Agreement shall be enforceable independently of any other provision, unless expressed otherwise herein.
- g. **Assignment.** This Agreement for services by Producer is personal; it cannot be transferred, assigned, pledged, made subject to a security interest, or otherwise disposed of by Producer in whole or in part.
- h. **Amendment.** This Agreement may only be amended by the written consent of the parties.
- i. **Non-Disparagement.** Producer, during and after the Term of this Agreement, will refrain from any conduct or activity which in any way disparages Orchid so as to adversely affect to any extent Orchid's competitiveness in the industry. In such instance, Orchid may, in its sole discretion, withhold any Commission or monies otherwise due or to become due to Producer. Breach of this provision shall also entitle Orchid to injunctive relief. Producer hereby waives the right to contest the bringing or the granting of said injunctive relief, and Producer further agrees that Producer shall be liable for Orchid's reasonable attorney's fees and court costs in the event Orchid employs any attorney and files a legal or equitable action to enjoin such violation of this provision and/or to seek all remedies available hereunder or at law.
- j. **Headings.** The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation.
- k. **Construction.** The language used in this Agreement shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. Each party acknowledges and agrees that it has had the opportunity to seek the advice of independent counsel of its choice as to the contents and meaning of any term or condition set forth in this Agreement. Each party further acknowledges and agrees that it has entered into this Agreement on its own volition.
- l. **Execution.** Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the party for whom he or she is executing it. Each party agrees that this Agreement may be executed in several counterparts and all counterparts so executed shall constitute one Agreement binding upon the parties. Any signature to this Agreement which is conveyed by a party by facsimile or other electronic means shall have the same force and effect as an original signature to this Agreement. Facsimile signatures have the same effect as witnessed signatures.

Signature page follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

By signing below the parties represent and warrant that they possess the necessary capacity to enter into this Agreement and bind the undersigned entities to the terms and conditions set forth herein.

ORCHID:



SIGNATURE

Steve Carlsen

NAME PRINTED

Chief Executive Office

TITLE PRINTED

DATE

PRODUCER:

SIGNATURE

NAME PRINTED

TITLE PRINTED

DATE