

Terms of Business Agreement (Non-Risk Transfer)

An Agreement dated December 01, 2020, governing the conduct of business to cooperate with the provision of non-investment Insurance mediation services between:

AQUILANO RE (The Firm). number: xxxxxxxxx. Address: 509 Courvoisier Centre II, 601 Brickell Key Drive. 33131, Miami, FL. US

and

South Dot, Inc. Country of incorporation and trade register number: USA Incorporated, number xxxxxx. Address: 305 Park Ridge Ln, White Plains, NY 10603. Phone +1 914 659 1697

(Collectively the "Parties and each of them a "Party")

1. Definitions and Interpretation

- 1.1 Agreement:** Refers to this agreement, the "Terms of Business Agreement (Non-Risk Transfer)".
- 1.2 CASS:** The UK Regulator's Client Assets Sourcebook.
- 1.3 Commission:** Commission receivable by **South Dot, Inc.** which shall be at the rates and times (if any) set out in a relevant Slip in respect of that Insurance Business.
- 1.4 Group:** Has the meaning been given to it either in section 421 of the Financial Services and Markets Act 2000 or section 474 of the Companies Act 2006?
- 1.5 ICOBS:** UK Regulator's Insurance Conduct of Business Sourcebook.
- 1.6 Insured:** Any Party (not being the Managing Agent) entering into a contract of insurance/ AQUILANO RE which is not subject to this Agreement.
- 1.7 Insurance Business:**
Any insurances or AQUILANO RE's falling within the definition of "contract of insurance" in Article 3(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 together with insurances concluded under any contracts for insurance made by the AQUILANO RE, where **South Dot, Inc** providing professional services. For the avoidance of doubt, AQUILANO RE Business does not include any outwards

AQUILANO RE business placed by AQUILANO RE a business contributor of the AQUILANO RE

- 1.8 Records:** Anything on which any information of any description is recorded.
- 1.9 Slip:** Any document held in whatsoever form which is or is to form the basis of either a contract for insurance/ AQUILANO RE or contract of insurance/ AQUILANO RE Slip may incorporate details of administrative arrangements pertinent to the processing of the contract for or of insurance/ AQUILANO RE
- 1.10 Taxes:** All Insurance/ AQUILANO RE Premium Taxes (IPT) and other para-fiscal charges may be levied by overseas fiscal authorities on insurance/ AQUILANO RE premiums.
- 1.11 UK Regulator:** The Financial Conduct Authority (FCA) and/or the Prudential Regulation Authority (PRA) as appropriate, or any successor regulatory body or bodies to both or either of them.
- 1.12 BIPAR Principles:** A set of high-level principles to follow when handling the placement of risk with multiple insurers agreed with DG Competition by BIPAR, the European Federation of Insurance Intermediaries.
- 1.13** Any reference to “law” or "legal requirements" includes any applicable, common, or customary law and any treaty, constitution, statute, legislation, decree, rule, regulation, code of practice, judgment, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which has the force of law or compliance with which is by the general practice of such jurisdiction.
- 1.14** In this Agreement where appropriate, reference to a statutory provision (including for the avoidance of doubt a reference to a rule of the UK Regulator) includes a reference to the same as modified, re-enacted, or both from time to time before or after the date of this Agreement and any subordinate legislation made under the same before or after the date of this Agreement.
- 1.15 Customers** In this agreement are the legal entities who are introduced to AQUILANO RE by **South Dot, Inc**

1.16 Introduction Under this agreement is the activity developed by **South Dot, Inc.** which includes presentation, introduction, information collection, data analysis, recommendations, and any task which are performed previously to deploy insurance/ AQUILANO RE capacity.

2. Background

- A. South Dot, Inc. is primarily based in New York, USA, and has provided professional technical services in the field of Underwriter Insurance/ AQUILANO RE Business.
- B. AQUILANO RE is primarily based in Bermuda and provides non-investment Insurance/ AQUILANO RE mediation services.
- C. The Parties believe that there are mutual benefits to be achieved by working together and have agreed to establish a business collaborative agreement in the field of Insurance/ AQUILANO RE analysis and risk assessment on the terms of this contract.

3. Scope

- 3.1 The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in the Agreement. To the extent that any matters relating to the relationship between the Parties are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement. This Agreement shall not override the terms of any underlying contract for or of Insurance Business or the terms of any Slip.
- 3.2 Except to the extent stated in clause 11.3 nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as appointing either party as the agent of the other party for any purpose and neither party shall have the authority to bind the other party or to contract in its name for any purpose.
- 3.3 Subject to clause 11 (which is to be given a free and unfettered interpretation) nothing in this Agreement overrides the **South Dot, Inc.** duty to place the interests of its client before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to the AQUILANO RE, The Firm, or the placing of any Insurance Business.
- 3.4 Each proposal for Insurance Business, renewal of existing Insurance Business, or continuation of cover in respect of any existing Insurance

Business will be accepted or declined by the Firm at its sole discretion. **South Dot, Inc.** is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Firm.

4. Objectives and key principles

- 4.1 The Parties agree to establish a collaborative Alliance (the “Alliance”) whose primary objectives are:
 - 4.1.1 To make **South Dot, Inc.** technical expertise in the field of underwriting and risk assessment available to the Firm to develop its business in Insurance and AQUILANO RE
 - 4.1.2 To explore the various synergies that may be obtained by working together, particularly in the field of Insurance and AQUILANO RE
 - 4.1.3 Generally, to explore commercial arrangements that will be for the mutual benefit of both Parties.
- 4.2 Each party acknowledges that the success of the Alliance will require a cooperative working relationship established upon good communication and team working between the Parties at all levels.
- 4.3 The Parties confirm their intention to establish and develop the Alliance following the principles set out in this contract to achieve the success of the Alliance in their mutual best interests.

5. Management Committee

- 5.1 The Parties establish a committee (“Management Committee”) responsible for the overall organization, direction, and management of the Alliance. The role of the Management Committee shall primarily be:
 - 5.1.1 To give strategic and operational direction to the Alliance;
 - 5.1.2 To approve particular Projects to be carried out through the Alliance, including any funding commitments of the Parties for those approved Projects;
 - 5.1.3 To develop targets and milestones so that progress of the Alliance can be measured;
 - 5.1.4 To identify resources required to support the Alliance and agree on the responsibilities of each party to provide those resources;
 - 5.1.5 To ensure that communications between the Parties are maintained AQUILANO only and in a coordinated manner;

5.1.6 To provide a forum in which any problems can be addressed constructively and resolved.

5.2 Each party shall appoint one (1) representative to be a member of the Management Committee and shall consult with the other party before any such appointment or any change in representation. Decisions shall be made in an agreement between parties.

5.3 The first members of the Management Committee shall be **xxxxxxx** (appointed by **South Dot, Inc.**) and **xxxxxxx** (appointed by AQUILANO RE Ltd.).

5.4 The Management Committee shall meet regularly (either telephonically, by video conference, or in person) and, unless otherwise agreed, not less than quarterly. Unless otherwise agreed, the venue (if the meeting is in person) shall alternate between the Parties. Communication regularly shall be encouraged between members of the Management Committee.

5.6 Any decision made by the Management Committee about the Alliance shall be binding and, where requiring action by the Parties, shall be carried into effect by the Parties. A failure by a party to comply shall be a breach of this contract.

6. Contributions of the Parties

6.1 It is intended that each party shall contribute particular knowledge, skills, or services to assist the establishment and success of the Alliance. The general responsibilities of each party are set out in this Article 6.

6.2 Under this agreement **South Dot; mga**, provides special skills regarding the Insurance and AQUILANO RE business, including underwriting, placement, assessment, administrative, and managing risk transfer services. This agreement extends to the scope of activities of consulting and preparing the documentation, information, data, and analysis that are required or may be used by “the firm” to carry out the entire process of deploying insurance and AQUILANO RE capacity support on behalf of the consumers/clients. Tasks and assignments for every business introduced to the Firm should be agreed upon by the parties but will not ever be part of the Firm assigned responsibility by law. **South Dot, mga** will be able under the scope of this contract to:

6.2.1 Agrees to introduce Customers to the Firm for the Firm providing non-investment insurance mediation services to those Customers regarding the AQUILANO RE’s products;

- 6.2.2 Contact the client/customer to introduce the Firm's services and products;
 - 6.2.3 Inform the client/ customer of the scope of these services and products;
 - 6.2.4 Receive information, data, and documentation regarding the risk of the insured that is interested in the Firm's services and products;
 - 6.2.5 Analyzed, structured, filed, and re-organized information, data and documents to be introduced to the Firm from their use and disposition regarding its services and products;
 - 6.2.6 To establish the contact/ relationship between the Firm and the client/ consumer on regards the business which requires the Firm's services or products;
 - 6.2.7 To collect commissions or fees that are been accorded between the parties under this contract, regarding the business collaboration to the Firm that is duly accepted and for which the Firm receives a premium, fees/ commissions.
- 6.3 The Firm agrees that upon the introduction of a Customer object of the present agreement to the firm, it will:
- 6.3.1 Treat the Customer as its customer for non-investment insurance mediation services; and
 - 6.3.2 Inform **South Dot, Inc** should it become unable to provide non-investment insurance mediation services to the Customer or customers in general
- 6.4 Under this agreement **South Dot, Inc** is not permitted to:
- 6.4.1 Pass Customer details to the Firm;
 - 6.4.2 To sell AQUILANO RE, Ltd products;
 - 6.4.3 Collect premiums regarding the Firm's insurance products;
 - 6.4.4 Provide advice or opinion about any claim or potential claim under the Firm's insurance products;
 - 6.4.5 Hold itself out as an agent of the Firm or authorized and regulated by the Financial Conduct Authority (FCA).
- 6.5 Each party shall use all reasonable efforts to provide its contribution to promoting the success of the Agreement. The Agreement will, however, be

built on trust between the Parties and neither party shall (unless otherwise specified in this contract) have any legal liability to the other in respect of the standard, adequacy, or performance of its contribution.

7. Regulatory Status

- 7.1 The Firm is authorized and regulated by the Financial Conduct Authority and is permitted to, arrange, advise on, deal as an agent of insurers, and handle claims on its insurance/ AQUILANO RE products under consideration on behalf of several insurers/ reinsurers.
- 7.2 The Firm gives advice and information about all its insurance/ AQUILANO RE products under consideration.
- 7.3 **South Dot, Inc** is not authorized and regulated by the Financial Conduct Authority and is not permitted to make arrangements with a view to transactions in non-investment insurance/AQUILANO RE
- 7.4 **South Dot, Inc** must inform the Firm immediately if it seeks authorization from the Financial Conduct Authority or seeks to become an appointed representative of an authorized firm. Failure to do so will constitute an automatic breach of this Agreement and it may thereby be terminated.
- 7.5 Firm shall inform **South Dot, Inc** immediately if: -
 - 7.5.1 The New York, USA Regulator (or other regulatory body) suspends or withdraws the Managing Agent's authorization; or
 - 7.5.2 The Firm otherwise ceases to be authorized by the Bermuda Regulator (or other regulatory body) to undertake any activities about any Insurance Business subject to this Agreement; or
 - 7.5.3 The Firm becomes insolvent.

8. Authority

- 8.1 This Agreement sets out the basis on which the Firm will deal with **South Dot, Inc** with regards to Insurance Business as a business collaborator from regulated brokers or cedants or insurers/ reinsurers in any country.
- 8.2 Nothing in this Agreement shall grant **South Dot, Inc** authority to accept, amend, or vary Insurance Business, settle, negotiate or compromise claims, make any financial promotion on the Firm's behalf without the Firm's prior written consent, and/or commit the Firm in any way.
- 8.3 Unless separately agreed between the Parties, nothing in this Agreement shall affect the **South Dot, Inc** implied authority to "sign down" the Firm's

participation in any Insurance Business where cover is placed more than 100% of the order by market practice.

9. Remuneration

9.1 Fees shall be agreed upon between the Parties and shall be set out in this contract.

9.2 The Firm may deduct the fees upon receipt of the premium regarding the business collaboration and accept to be paid to **South Dot, Inc** a counterpart of its services.

9.2.1 Where the premium is payable in more than one installment, Best Meridian International Insurance will only receive the proportion of the fee that the installment premium bears to the premium as a whole unless otherwise agreed on a risk-by-risk basis between the Parties.

9.3 The Firm shall pay a commission to **South Dot, Inc.** in respect of the insurance mediation services carried out for a Customer/client as a direct result of business collaboration by **South Dot, Inc.** The level of commission payable shall be based on the amount of commission received by the Firm during the terms of the contract of the Customer/client object of the insurance business.

9.4 **South Dot, Inc** agrees to repay upon demand to the Firm an appropriated proportion of any commission received if this becomes repayable in full or part by the Firm to any other party.

9.5 The parties agree to share any commission generated on the following basis:

9.5.1 50% of the gross commission payable to the Firm during the terms of their relationship with the Customers/clients object of **South Dot, Inc** business collaboration will be paid to **South Dot, Inc.**

9.6 Where, as a result of the complexity or time involved in dealing with the Customer/ client's requirements, the Firm considers that the standard Commission sharing basis is not appropriate, an alternative basis may be agreed upon with **South Dot, Inc.**

9.7 The Firm undertakes to make payment of any Commissions owing by the end of any calendar month period in which it is received.

10. Taxes

10.1 Except where required by law or regulatory authority or by the terms of this Agreement. The parties agree that **South Dot, Inc** will not be expected to

act as a guarantor to the Firm about the payment of any taxes relating to any Insurance Business.

11. Compliance

- 11.1 Each Party will comply with their respective legal, licensing, and regulatory requirements applicable to the production and placing of any Insurance Business which **South Dot, Inc** places with the Firm under this Agreement.
- 11.2 The Parties will pay due regard to the Contract Certainty Code of Practice published by the London Market Group (or successor body) in issue at the time of placing the Insurance/ AQUILANO RE Business.
- 11.3 The **South Dot, Inc** will inform the Firm about all Insurance Businesses whether the Insured/reinsurer is classified as a consumer or a commercial customer for ICOBS.
- 11.4 Each Party shall pay due regard to and cooperate in respect of the observance of, any applicable international economic, financial, or trade sanctions legislation which binds the relevant customer, the **South Dot, Inc**, or the Firm.
- 11.5 Neither party shall be involved in the offering, promising, or giving of any financial or another advantage to any person in breach of any law against bribery (including without prejudice to the generality of the foregoing the Bribery Act 2010). The Parties shall insofar as required to do so, and whether or not either party is an associated person of the other for the Bribery Act 2010, maintain on an ongoing basis its own anti-corruption/bribery policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to prevent corruption/bribery offenses and will enforce them where applicable.

12. Data Protection

- 12.1 The Parties shall comply with all applicable obligations imposed by, or made under requirements of the Data Protection Act 1998 (“DPA”), together with any other applicable regulations, orders, or codes of practice or equivalent legislation in the jurisdiction in which it carries on business.
- 12.2 Without prejudice to the generality of clause 9.1, where either Party (the “Disclosing Party”) discloses Personal Data (as defined in the DPA) to the other (the “Recipient”) in connection with the operation of this Agreement, the Disclosing Party will ensure that it obtains all necessary consents so that the Personal Data it provides to the Recipient can be lawfully used or disclosed by the Recipient in the manner and for the purposes anticipated by this Agreement.

- 12.3 The Parties shall take reasonable care to establish and maintain appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.
- 12.4 Each party shall use all reasonable efforts to keep confidential all commercial and technical information that it may acquire about the customers/ clients, business, or affairs of the other party. No party shall use or disclose any such information except with the prior consent of the other party. This restriction shall not apply to any information:
- 12.4.1 Which is or becomes publicly available through no default of that party;
 - 12.4.2 Is already in that party's possession without any obligation of confidentiality;
 - 12.4.3 To the extent that it is required to be disclosed by law or by the rules of any recognized stock exchange or regulatory body.
- 12.5 No announcement in connection with the Agreement or this contract shall be made by either party without the prior approval of the other party (such approval not to be unreasonably withheld or delayed) except as may be required by law or by any stock exchange or by any governmental authority.
- 12.6 The provisions of this Article 12 shall survive any termination of this contract.

13. Termination

- 13.1 This Agreement shall terminate:-
- 13.1.1 at any time by one party giving thirty (30) written notice of termination to the other;
 - 13.1.2 immediately, without notice, should either Party become the subject of voluntary or involuntary rehabilitation or liquidation proceedings (save for amalgamation or solvent re-organization) or become the subject of an action in bankruptcy or make or propose any composition with its creditors or otherwise acknowledge its insolvency;
 - 13.1.3 if **South Dot, Inc** seeks authorization from the Financial Conduct Authority or seeks to become appointed representative of an authorized firm.

13.1.4 If **South Dot, Inc** undertakes activities in contravention of this Agreement.

13.1.5 Should this Agreement be terminated at any stage, then any work in progress will be completed by the Firm, and Commissions or fees shared accordingly. In addition, the right of the Firm to reclaim any Commissions previously paid on policies that have since lapsed will not be affected by the termination of this Agreement.

13.2 Following termination:

13.2.1 The Parties will agree on the procedure for administering the Insurance Business current at the time of termination;

13.2.2 **South Dot, Inc** will make all reasonable efforts to provide the Firm with contact details for any Insured or another party with whom the Firm has contracted in the conduct of Insurance Business where such information is reasonably required for the Firm to carry out its obligations about Insurance Business concluded by this Agreement.

14. Access to Records

14.1 **South Dot, Inc** will retain all of the records created or held by it in its capacity as the party of the Firm and all Records received by Best Meridian International Insurance for the introduction, arranging, or analysis of the Insurance Business for a minimum of six years and in any event the minimum periods required by law or any regulatory body with jurisdiction over **South Dot, Inc**, the Firm or the Insurance Business.

14.2 **South Dot, Inc** agrees to allow the Firm, on reasonable notice, to inspect and take copies of documents as may be in the possession of **South Dot, Inc** which were disclosed to the Firm by the **South Dot, Inc** in respect of any Insurance Business including, but not limited to, documentation relating to the collaboration/ contribution for the Insurance Business.

14.3 If the Firm requests the **South Dot, Inc** to carry out any functions or duties on its behalf, such as the appointment of loss adjusters, lawyers, or others, or the **South Dot, Inc** otherwise acts as an intermediary between the Firm and its representatives or agents: -

14.3.1 All documentation and records created or received by **South Dot, Inc** in the performance of its functions or duties regarding this contact shall be and remain the property of the Firm, other than documents over which **South Dot, Inc** has a proprietary commercial interest.

14.3.2 **South Dot, Inc** will take reasonable steps to retain, maintain and safeguard any of the Firm's documents in **South Dot, Inc** Insurance's possession by any regulatory requirements which apply to the Firm and of which **South Dot, Inc** has noticed.

14.3.3 On termination of this Agreement for whatever reason and reasonable notice **South Dot, Inc** will deliver up to the Firm such documentation if requested.

14.4 The Firm retains the right for its officers and agents to inspect documentation relating to those customers/ clients who have been the object of business collaboration with the Firm under this agreement.

14.5 **South Dot, Inc** must allow an officer of the FCA access to any premises, files records, documents, audiotapes and other material or information as the FCA may require to supervise or investigate **South Dot, Inc's** compliance with FCA rules or guidelines relating to this Agreement.

15. Confidentiality

Each of the Parties will treat information received from the other relating to this Agreement and the Insurance Business as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfill their respective obligations in the conduct of the Insurance Business and except as may be required by law or regulatory authority. For the avoidance of doubt, each party shall be entitled to disclose such information where necessary to its insurers or reinsurers, actuaries, auditors, professional agents and advisers, and other Group companies. This clause will not apply to information that was rightfully in the possession of such party before this Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause), or which is trivial or obvious.

16. Complaints

Each Party will notify the other by the rules of the UK Regulator (or other regulatory body) of any complaint concerning the other Party relating to Insurance Business subject to this Agreement.

17. Liability

17.1 It is contemplated that during the Agreement each party (and its employees and representatives) may provide recommendations and advice to the other as part of the relationship between the Parties. Both Parties acknowledge that any such recommendations and advice are given freely and without any warranties or liability. Neither party shall have any claim, liability, or cause

of action against the other party in respect of any such recommendation or advice given during the Agreement.

17.2 Neither party shall have any responsibility for any liabilities arising in the course of the other parts' business.

17.3 The Firm accepts no liability whatsoever for any activities undertaken by **South Dot, Inc** in contravention of this Agreement, including selling of the Firm's products that are made by **South Dot, Inc** regarding the Firm's insurance/ AQUILANO RE products.

18. Protection of Reputation

Each Party agrees it will not, without the written authority of the other Party, make use of the other Party's corporate or trading names or logos and trademarks.

19. Conflicts of Interest

The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise about any Insurance Business.

20. Disclosure

South Dot, Inc will comply with relevant regulatory, fiduciary, and legal requirements regarding disclosure of all forms of remuneration from any arrangements it may have for remuneration in connection with the Insurance Business.

21. Variation and Assignment

This Agreement may be assigned or varied only in writing by duly authorized representatives of the Parties.

22. Rights of Third Parties

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause shall not affect any right or remedy of a third party that exists or is available apart from that Act.

23. Dispute Resolution

23.1 The Parties to this Agreement are committed to resolving all disputes arising under it (and whether such dispute arises before or after the termination of this Agreement) without the need for litigation and to allow as far as

possible for commercial relationships to remain unaffected by disputes and therefore the Parties:-

23.1.1 will attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the Parties who have the authority to settle the same;

23.1.2 will attempt in good faith, if the matter is not resolved through negotiation within three months of the dispute arising, to resolve the dispute or claim through mediation with the assistance of a mediator agreed between the Parties or as recommended to the Parties by the Centre for Dispute Resolution or such similar organization as the Parties may agree; or

23.1.3 if the matter has not been resolved by mediation within six months of the dispute arising, or if either Party will not participate in a mediation procedure, the Parties will refer the dispute by the Jurisdiction and Choice of Law Clause below.

23.2 Notwithstanding the above, either Party may seek the immediate protection or assistance of the High Court of England and Wales if appropriate.

24. Jurisdiction and Choice of Law

This Agreement shall be construed according to English law and any disputes arising under it shall, subject to the provisions of clause 19 above, be determined in the Law Courts of England and Wales.

25. Enforceability Clause

In the event any portion of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

26. General Interpretation of this Agreement

In this Agreement, words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of the Agreement.

27. Service of Notices

Any notice under this contract shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other party specified, in a manner that ensures receipt of the notice can be proved.

28. Force majeure

28.1 “Force majeure” means war, emergency, accident, fire, earthquake, flood, storm, industrial strike or another impediment that the affected party proves was beyond its control and which it could not reasonably be expected to have taken into account at the time of the conclusion of this contract, or to have avoided or overcome it or its consequences.

28.2 Neither Party shall be liable for any delay or non-performance of its obligations under this Agreement caused by an event beyond its control (a “Force Majeure Event”) provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations under the Agreement.

29. Entire Agreement

29.1 This contract sets out the entire agreement between the Parties. Neither party has entered into this contract in reliance upon any representation, warranty, or undertaking of the other party that is not expressly set out or referred to in this contract. This Article shall not exclude any liability for fraudulent misrepresentation.

29.2 This contract may not be varied except by agreement of the Parties in writing (which may include e-mail).

30. Effect of invalid or unenforceable provisions

If any provision of this contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this contract shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that (in the absence of the provision found to be null and void) the Parties would not have concluded this contract. The Parties shall use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

Signed for and on behalf of **South Dot, Inc.**, Inc

By Signature

This Date:.....

Signed for and on behalf of Orion Reinsurance, Ltd

By Signature

This Date: