

Limited Broker Agreement

This Limited Broker Agreement (this “Agreement”) is effective the 1st day of April, 2009 (the “Effective Date”) between the producer of record of one or more Take-Out Policy(ies), as defined below, (the “Servicing Broker”) and Citizens Insurance Company of America (the “Company”).

Pursuant to Rules 21–40 of the Commonwealth Automobile Reinsurers (“CAR”) Rules of Operation (the “CAR Rules”), an Assigned Risk Carrier (“ARC”) may be assigned Eligible Risks (as defined in the CAR Rules) through the Massachusetts Automobile Insurance Plan (the “MAIP”). Further, pursuant to Rule 30 of the CAR Rules, an ARC may choose to offer voluntary coverage to a policyholder that the ARC has insured through the MAIP. As used herein, a policy issued by the Company as a voluntary policy to a policyholder that the ARC has insured through the MAIP may be referred to as a “Take-Out Policy”. This Agreement shall govern the relationship between the Servicing Broker and the Company in connection with such Take-Out Policies. **BY ACCEPTING OR RECEIVING A COMMISSION IN CONNECTION WITH ANY TAKE-OUT POLICY, OR SERVICING A TAKE-OUT POLICY, SERVICING BROKER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS IN THIS AGREEMENT WITH RESPECT TO SUCH POLICY.**

1. The Servicing Broker is granted non-exclusive authority, subject to any restrictions placed upon the Servicing Broker by this Agreement; such rules and instructions as may be issued by the Company from time to time; the laws, rules and/or regulations of the Commonwealth of Massachusetts; and the CAR Rules to properly service Take-Out Policies produced by the Servicing Broker in accordance with and subject to CAR Rules and applicable law. The Servicing Broker has no power or authority to receive, write or bind any new insurance business or issue any new insurance policies, binders, or bonds for the Company or on the Company’s behalf, except MAIP Policies in accordance with CAR Rules. Except as may be otherwise provided by CAR Rules, the Servicing Broker has no power or authority to renew business on the Company’s behalf.

2. The Servicing Broker shall be entitled to commissions on premiums paid to the Company for the Take-Out Policies in accordance with CAR Rules; provided, however, that, so long as the Servicing Broker is the producer of record for a Take-Out Policy, the Company shall pay to the Servicing Broker a commission for such Take-Out Policy in accordance with CAR Rules, notwithstanding the expiration or other termination of a requirement to pay such commission pursuant to CAR Rule 30. Whenever premiums are refunded by the Company, the Servicing Broker shall refund commissions to the Company at the same rate they were allowed to the Servicing Broker.

3. This Agreement is effective as of the Effective Date and shall continue in effect until it is superseded or terminated in accordance with the terms and conditions hereof and CAR Rules. This Agreement is terminable by the Company immediately and without prior notice to the Servicing Broker if the Servicing Broker shall (a) fail to maintain a valid agent or broker license; or (b) fail to remit payment to the Company on a timely basis in accordance with CAR Rules and this Agreement. Otherwise, this Agreement is terminable by the Company or the Servicing Broker, with or without cause, upon not less than thirty (30) days written notice to the Servicing Broker or the Company, as the case may be.

4. If the Servicing Broker fails to make timely accounting for and payment of any monies due to the Company, the Company reserves the right, in addition to all other rights and remedies permitted hereunder or by law or regulation, and upon written notice to the Servicing Broker, to suspend the Servicing Broker’s authority hereunder, during the period of such suspension. The Servicing Broker’s authority will not be suspended solely because of routine differences in the accounting records of the Servicing Broker and the Company, unless such differences involve the withholding of monies due to the Company or involve a failure by the Servicing Broker to follow either CAR Rules or the Company’s written rules and/or instructions.

5. All records of the Servicing Broker which pertain to the business of the Company or the MAIP shall be subject to inspection or audit at any time by the Company. All policies, forms, manuals, certification stamps and other Company supplies furnished to the Servicing Broker by the Company, if

any, shall always remain the property of the Company and shall be returned to the Company promptly upon demand. Servicing Broker has no authority to reproduce any certification stamp provided by the Company or to utilize the same for any business other than legitimate Take-Out Policies produced by Servicing Broker. Servicing Broker shall comply with those procedures set forth by the Company for processing claims. If, for any reason, Servicing Broker shall obtain or receive any premiums in connection with Take-Out Policies, such premiums shall be held by Servicing Broker in trust as a fiduciary for the Company.

6. Both Servicing Broker and the Company have obligations to safeguard customer information under Public Law No. 106-102 (the Gramm-Leach-Bliley Act) and other federal and state privacy laws and regulations (herein collectively referred to as “Privacy Laws”). In accordance with those Privacy Laws, Servicing Broker and the Company agree that: (a) Each party hereto agrees to comply with the Privacy Laws and agrees further not to take any action to cause the other party to violate such Privacy Laws. If the applicable Privacy Laws change, each party shall take such action as is necessary to comply. The Company agrees not to disclose or use any non-public personal information as defined in the Privacy Laws (“Confidential Information”) except for the purposes contemplated under this Agreement or as may be required by law. Servicing Broker agrees not to disclose or use any Confidential Information received from the Company except for the purposes contemplated under this Agreement or as may be required by law. (b) Servicing Broker agrees not to disclose to third parties, without the Company’s prior written consent, any of the Company’s confidential and proprietary information, including, but not limited to, technical and financial data, trade secrets, security information (such as computer passwords and identification codes) or information concerning the Company’s computer systems. Servicing Broker’s agreement and obligation to safeguard the confidentiality of such information will survive the termination of this Agreement. In the event that Servicing Broker becomes aware of, or believes Servicing Broker may be subject to, a court order requiring the disclosure of any of the Company’s confidential and/or proprietary information to a third party, Servicing Broker agrees to provide the Company with as much notice as possible so that the Company may intervene and seek appropriate relief from the court. (c) The Company agrees not to disclose to third parties without Servicing Broker’s prior written consent any of Servicing Broker’s confidential and proprietary information. The Company’s agreement and obligation to safeguard the confidentiality of such information will survive the termination of this Agreement.

7. Neither party shall be deemed to have waived any right hereunder unless such waiver is in writing and signed. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right on any future occasion.

8. To the extent that any provisions of this Agreement are or may become in conflict with any applicable statute or regulation, or CAR Rules, such provisions of this Agreement shall be deemed to be amended to conform to the requirements of such statute, regulation or CAR Rules and this Agreement shall be automatically amended, without the necessity of a formal amendment, to so conform to the requirements of such statute, regulation or CAR Rules. Without limiting the foregoing, this Agreement is expressly subject to the CAR Rules and any changes to the CAR Rules or the MAIP are automatically incorporated herein by reference without the necessity of a formal amendment. Except as otherwise expressly set forth herein, this Agreement may not be amended without the express written consent of the Company.