

- provided that it is subsequently acknowledged in writing by either or both of the parties. Amendments may be made to this Agreement as deemed appropriate by both parties.
- C. When in Taylor Insurance Services' professional judgment it is necessary or appropriate, Taylor Insurance Services may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with and prior approval by Client. Such intermediaries may or may not be affiliates of Taylor Insurance Services. Under all circumstances, any and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Taylor Insurance Services as described herein.

V. Additional Obligations of Client/Confidentiality

- A. Client shall provide Taylor Insurance Services with reasonable cooperation and assistance necessary for Taylor Insurance Services to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Taylor Insurance Services and the cooperation of and access to certain of Client's personnel.
- B. Taylor Insurance Services acknowledges that the nature of its relationship with Client is one in which Client shall entrust Taylor Insurance Services as the custodian of certain of Client's information, some of which may be of a confidential or proprietary nature. Taylor Insurance Services shall undertake all reasonable efforts to maintain the integrity of all of Client's information, whether or not such information is confidential or proprietary.

VI. General Conditions

- A. Neither party shall assign the rights nor duties herein set forth without the prior written consent of the other party such consent not to be unreasonably withheld.
- B. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section III.B., this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.
- C. Taylor Insurance Services shall indemnify, defend, and hold Client its elected officials, directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred as the result of (i) a material breach of any of its obligations under this Agreement or (ii) any willful or negligent conduct on its part. To the extent provided by law, Client shall indemnify, defend, and hold Taylor Insurance Services, its directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred as the result of (i) a material breach of any of its obligations under this Agreement or (ii) any willful or negligent conduct on its part.
- D. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Taylor Insurance Services at their addresses set forth in the preamble hereof.