

AMENDED AND RESTATED CLIENT INFORMATION:  
DISPUTE RESOLUTION AND GUIDELINES ON ADMINISTRATION & BILLING  
(APPLICABLE TO ALL SERVICES PROVIDED BY CAPSTONE AND ITS AFFILIATES)

Capstone Associated Services, Ltd. ("Capstone") provides these guidelines to clients of Capstone, including their affiliates and owners (referred to as "You" or "Your") as an amended, updated, and restated attachment to the parties' agreements concerning the matters contained herein. These Guidelines serve as a condition of the delivery of their services provided in that acceptance of, request for, or payment of services shall be deemed acceptance of this AMENDED AND RESTATED CLIENT INFORMATION: DISPUTE RESOLUTIONS AND GUIDELINES ON ADMINISTRATION AND BILLING. The provisions herein supercede and restate all prior agreements of the parties which are the subject hereof.

As with any type of business representation, advanced financial structuring or sophisticated business planning, Capstone cannot and does not guarantee the outcome of any matter or transaction. Capstone commits, however, to use reasonable care on Your behalf. Capstone also commits to use reasonable care to provide You, where possible or practical, with available alternative courses of action within the confines of applicable law when sought by You.

Capstone provides open communication regarding the status of Your affairs. Access to Capstone personnel knowledgeable about Your insurance affairs will always be available. Your phone calls will be returned within a reasonable time. Throughout our engagement, assuming ongoing compliance by You with our agreements, copies of all significant documentation relating to Your business affairs will be available at our offices for inspection. Should You have any problem communicating with anyone, or should You have any concerns regarding attention, please contact Daniel Calderon, Capstone's President or alternatively, Stewart Feldman, CEO.

With respect to any engagement, Capstone may retain the services of legal and tax counsel of its choosing as deemed prudent by Capstone. With respect to any engagement, such counsel represents Capstone as its only client (and not You or Your interests) and You recognize that any fiduciary duties owed by legal counsel shall be owed to Capstone only (and not to You) because Capstone's counsel does not and will not represent You, Your captive or Your affiliates.

For any additional work beyond that described in a fixed fee engagement letter with Capstone that is requested by You, You will receive a statement from Capstone for fees and expenses incurred for Your benefit. Other than for fixed fee services, each invoice will be set forth the work performed, and expenses incurred. Capstone's rates for its services range from \$125 - \$325 per hour. From time-to-time, Capstone's billing rates are modified to reflect a particular expertise and the changing cost of providing services. We will provide You at any time upon request, a current list of our hourly rates. Note that any retainers, deposits and payments provided are deemed fully earned when paid and are for the reservation of Capstone's time to do the called for work, in addition to the obligation to do such work.

All reasonable expenses advanced by Capstone will be billed for items such as photocopy charges, delivery fees, filing fees, certified mail charges, travel expenses, electronic research services, overtime (when necessary to comply with Your time requirements) and other expenses. You authorize us to retain and direct such other persons and companies to render reasonable and necessary services on Your behalf and You further agree to reimburse us at the time of our invoice for any reasonable expenses thereby incurred. We will confer with You before incurring material expenses on Your behalf.

All invoices due to Capstone are due upon receipt. If an invoice is not paid within twenty (20) days from the invoice date, the amount due shall accrue interest at the rate of 18% per annum from the invoice date until paid (unless that rate exceeds the maximum legal rate, in which case the maximum legal rate of interest shall be charged). Should Capstone be required to take formal action to recover any amounts owed it under our engagement letter agreement or any invoice, You agree that Capstone will be entitled to recover reasonable attorneys' fees and costs if counsel is retained to resolve any dispute over non-payment or the terms hereof. Although we may provide services to Your trusts, corporations, partnerships, and/or other entities, we look as well to the owners of our clients to personally insure payment of all fees for work undertaken and each of the owners of our clients agrees to assume personal liability for these sums.

You understand and acknowledge that You are encouraged to seek and obtain advice and counsel from independent professionals, such as Your own CPA's and attorneys. You also understand and acknowledge there can be no guarantee of successful consummation of any transaction, that each decision must be Your own, and that the ultimate responsibility of each decision must necessarily be Yours. Accordingly, You may incur substantial fees and other expenses in connection with matters we will handle on Your behalf, even though You may not achieve Your desired result. No communication from Capstone is intended to be U.S. federal or state tax advice, and is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Service. Capstone is an administrative services provider and is not a provider of professional services on matters such as legal or tax. Nor does or will the parties' engagement agreement create or establish a fiduciary

relationship between (i) Capstone and/or its affiliates (including any counsel retained by Capstone) and (ii) any client of Capstone, including its owners and affiliates, related to or arising out of the Capstone's or its affiliates' services (or those of Capstone's law firm or other service providers). The parties acknowledge that Capstone as an administrative services provider herein owes no fiduciary duty to You.

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With respect to all controversies, disputes, claims or counterclaims whatsoever between (x) Capstone and/or its affiliates (including but not limited to, Capstone Insurance Management (Anguilla), Ltd., Capstone Insurance Management, Ltd., and/or Export Assurance) (including (if elected by any) their employees, officers and directors who You agree at all times act in their official, and not individual, capacity as owners, employees, officers and directors of Capstone and/or its affiliates); and (y) any client of Capstone, including its affiliates, arising out of or related to Capstone's or its affiliates' services in connection with the parties' agreements, any party to this agreement may initiate an arbitration by filing an arbitration demand with any qualified, experienced, recognized, impartial, neutral (x) arbitral association or (y) arbitrator for final resolution in an arbitration proceeding to be concluded within four months, except that the American Arbitration Association (AAA) shall not administer the arbitration, although some of its rules may direct the arbitrator. Submission of all disputes, controversies, claims and counterclaims arising from the same nexus of facts and circumstances to a single arbitration proceeding before a single arbitrator under this agreement shall be the sole and exclusive forum for resolving any and all disputes, controversies, claims and counterclaims between or among the parties. Once an arbitration proceeding is initiated in accordance with the procedure described above, no other arbitrator or arbitral association with jurisdiction shall have any power or jurisdiction to preside over, make decisions regarding, or resolve any controversies, disputes, claims or counterclaims whatsoever that arise out of or relate to the same facts and circumstances, including the same parties or their affiliates. The parties agree to resolve all controversies, disputes, claims or counterclaims in one arbitration proceeding before one single arbitrator and further agree not to fracture controversies, disputes, claims or counterclaims into separate arbitrations or proceedings.

The arbitral organization or arbitrator actually hearing the dispute shall be wholly-conducted physically and in person in Houston, Texas applying Texas substantive law pursuant to the Commercial Arbitration Rules (and not the rules for Large, Complex Commercial Cases) of the American Arbitration Association (AAA) then in effect, whose Expedited Procedures (with a four month, time limited jurisdiction, measured from the date of filing of an arbitration demand) shall apply regardless of the monetary size of the dispute or the number of parties to the proceeding, with only a single arbitrator hearing the disputes, claims, counterclaims or controversies, again all regardless of the organization sponsoring the arbitration in question. The parties agree that there shall be no class arbitrations regarding any controversies, disputes, claims or counterclaims whatsoever and that the incorporation of the AAA's commercial rules does not incorporate by reference or otherwise the AAA's Supplementary Rules for Class Arbitrations, which the parties expressly reject. This arbitration agreement and the called for single proceeding modifies the AAA arbitration rules regarding, inter alia, the selection of the arbitrator and the administration of the arbitration in that: (1) either party may directly appoint the single arbitrator or the arbitral association who/which shall proceed to resolve all disputes, controversies, claims and counterclaims in a single proceeding, provided that the arbitrator is qualified, experienced, recognized, impartial and neutral; (2) the AAA is not required to administer and shall not administer the arbitration; and (3) any qualified, experienced, recognized, impartial and neutral arbitrator himself/herself or arbitral association may administer the arbitration. Subject to a court's review of an arbitrator's having acquired the appropriate jurisdiction so as to comply with this agreement and its terms in any award, the arbitrator or arbitral association then properly appointed to resolve the dispute: (i) shall have the sole and exclusive ability to rule on the arbitrator's appointment, including, but not limited to, disputes or challenges of bias and neutrality, also subject to court review as to neutrality and the other qualifications and limitations set forth herein; and (ii) shall consolidate all controversies, disputes, claims and counterclaims before this single Arbitrator, provided no class or collective actions or joinder of unaffiliated parties shall be allowed and that consolidation of related proceedings with the same or affiliated parties is required. You agree and acknowledge the limitation of liability provided shall be enforced in all situations, being that the parties agree and the arbitrator shall enforce that the maximum liability of Capstone (aggregated with any related proceeding) and/or its affiliates (in the aggregate and combined with its service providers and its affiliates) as the lesser of: (i) fees earned by Capstone for work performed on Your behalf (such being net of its third party costs) over a calendar year of the captive's operations; or (ii) \$100,000.00. Further, as a form of liquidated damages and as an absolute cap or limitation on all amounts sought or awarded, amount sought or awarded shall be further limited to amounts actually incurred and shall exclude in all situations punitive or enhanced damages. Each party hereto shall indemnify the other parties for any claim to the contrary. Further, the arbitrator in all instances shall be required to enforce the contractual terms of this agreement, including (but not limited to) its four-month jurisdictional time limitation and limitation of liability, and the arbitrator shall lack authority, jurisdiction and power to do otherwise. Additionally, the arbitration proceeding shall remain

confidential. As a condition of serving, an arbitrator shall have at least twenty years of non-judicial experience as a practicing, Texas-licensed lawyer who additionally devotes (and over the last five years has devoted) at least half of his/her full-time effort to arbitration and mediation matters as an ADR advocate or as an arbitrator or mediator. To comply with the arbitrator-selection process of this dispute resolution provision, any party initiating an arbitration must select an arbitrator that meets these qualifications and to ensure that an arbitrator selected by any arbitral organization similarly meets these qualifications. An arbitrator who does not meet these qualifications shall have no power or jurisdiction to serve as the arbitrator or to render any rulings. Any rulings that purport to resolve controversies, disputes, claims or counterclaims between the parties issued by an arbitrator who does not meet these qualifications shall be unenforceable and void. No tolling, staying or other delays in or extension of the four month jurisdictional time limit shall occur or be allowed, all of such in furtherance of the parties' agreement to resolve disputes on an accelerated and cost efficient basis.

In all cases, the parties shall be deemed to have adopted the Optional Rules of the AAA for Emergency Measures of Protection (regarding injunctive or equitable relief, which requests for relief shall exclusively be submitted to the arbitrator) but have rejected the Supplementary Rules for Class Arbitrations. In all events, the parties waive the right to trial by jury in any action or proceeding. This arbitration provision shall be effective notwithstanding any actions that may later take place. The parties agree that the issue of arbitrability shall likewise be decided by the arbitrator, and not by any other person, but that a court of appropriate jurisdiction shall be empowered to decide the arbitrator's initial jurisdiction (that is, the proper appointment of the arbitrator consistent with the terms of this agreement). That is, the question of whether a dispute itself is arbitrable shall be decided solely by the arbitrator and not, for example, by any court. The parties agree that a court shall be empowered to decide whether the arbitrator was selected in accordance with the terms of this agreement as a condition of the arbitrator's jurisdiction. The parties agree that the arbitrator has exclusive authority to resolve all disputes and challenges to the formation and enforceability of this arbitration agreement, and decide all disputes or challenges to the enforceability of the parties' agreements as a whole, but shall not have the power or arbitral jurisdiction to alter the parties' agreements in any way, including, by way of example, the condition of the arbitrator's jurisdiction or ability to serve. The parties agree that their intent is to divest the courts of all powers in disputes involving the parties, except to compel arbitration, and to confirm, vacate, modify or enforce a final award and to rule on issues of an arbitrator being qualified, recognized, impartial, or neutrality and to otherwise enforce the terms of this arbitration agreement including as to the arbitrator's jurisdiction. Except as provided herein, the courts shall have no jurisdiction over legal or equitable (including injunctive) matters and the arbitration decision shall be final and binding in all respects. Any person may have a U.S. District Court or another court of competent jurisdiction (i) enter the findings of the arbitrator for all purposes, including for the confirmation and enforcement of the award, or (ii) to consider the modification or vacation of any award.

If the first arbitrator or arbitral organization which receives a written demand for arbitration of the dispute does not complete the single arbitration to finality within four months of receiving the written demand, any party then may file another written demand for arbitration of the dispute within thirty days of the end of the four-month period, with another qualified, experienced, recognized, impartial, neutral, arbitrator or arbitral association, with the prior arbitrator or arbitral association then being immediately divested of jurisdiction, and the replacement arbitrator or arbitral association being required to render a final award within four months of the new, written demand being filed with the replacement arbitrator or arbitral organization. The replacement arbitrator shall not be the original arbitrator. Additionally, the parties agree that the dispute resolution process and procedures set forth above concerning the first arbitration demand, shall apply to every subsequent arbitration.

We look forward to working with you.

November 1, 2023