

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into effective as of the date in the signature block below by                      ("Recipient").

### RECITALS:

WHEREAS, Chlora Lindley-Myers is the Director ("Director") of the Missouri Department of Commerce and Insurance ("Department") and the court-appointed liquidator ("Liquidator") of Cameron Mutual Insurance Company ("Cameron Mutual") and the court-appointed rehabilitator ("Rehabilitator") of Cameron National Insurance Company ("Cameron National") (Cameron Mutual, Cameron National, the Liquidator, the Special Deputy Liquidator, and the Rehabilitator are collectively referred to as the "Receiver" or the "Disclosing Party");

WHEREAS, Recipient and the Receiver intend to consider pursuing a potential transaction for the sale of Cameron Mutual's stock in Cameron National (the consideration of such transaction, the "Purpose") which would be subject to the approval of the Court overseeing the liquidation of Cameron Mutual and the rehabilitation of Cameron National, Circuit Court of Cole County, Missouri ("Receivership Court") in Case No. 23AC-CC04735 ("Receivership Case");

WHEREAS, in connection with the Purpose, the Receiver may disclose to Recipient certain Confidential Information (as defined below);

NOW THEREFORE, in consideration of the foregoing, Recipient agrees as follows:

### **1. Definitions.** As used in this Agreement the following definitions shall apply:

"Affiliates" means all entities which are controlling, controlled by or under common control of Recipient, as the context requires.

"Confidential Information" means (i) all information concerning the Disclosing Party and the actual or proposed portfolio holdings, investment strategy or other investment activity of the Disclosing Party, (ii) all information concerning models, results of operations, capital structure, financing sources, actual or proposed investors, equity owners, counterparties or customers of the Disclosing Party, (iii) all information relating to the possible purchase of the stock in Cameron National including its operating plans and business strategies, (iv) all other non-public information furnished by or on behalf of the Disclosing Party or its Representatives to the Receiving Party or its Representatives, written, electronic or oral, relating to the Disclosing Party or any of its Representatives, and all summaries, extracts, memos, reports, analyses and other documents containing or based on Confidential Information prepared by the Disclosing Party, (provided that the term "Confidential Information" shall not include information that (a) is or becomes available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in violation of this Agreement, (b) was available through a non-confidential source to the Receiving Party or its Representatives prior to its disclosure hereunder, (c) is made available to the Receiving Party or its Representatives from a third party source not known by the Receiving Party to be in violation of an obligation of confidentiality to the Disclosing Party as a result of such disclosure, or (d) is independently developed by the Receiving Party or its Representatives without reference to the Confidential Information.

"Receiving Party" means Recipient and its Affiliates.

“Representative” means, as to either party, such party’s Affiliates and its and their respective directors, officers, employees, consultants, advisors (including, without limitation, financial advisors, legal counsel and accountants), agents, controlling persons and current and potential partners, co-investors, investors and financing sources.

2. **Non-Disclosure and Non-Use of Confidential Information.** The Receiving Party hereby agrees to keep, and to cause its Representatives to keep, all Confidential Information confidential and not to disclose any such Confidential Information (except as otherwise expressly permitted herein) to any person other than those of the Receiving Party’s Representatives who need such Confidential Information in order to perform their respective duties in connection with the Purpose. The Receiving Party hereby agrees that it and its Representatives will use the Confidential Information solely for the Purpose and not for any other reason. The Receiving Party shall be responsible for any breach of the provisions hereof by any of its Representatives.
3. **Mandatory Disclosure.** Notwithstanding anything to the contrary herein, the Receiving Party shall be permitted to disclose Confidential Information to the extent disclosure is required or requested by applicable law, rule, regulation or any governmental, regulatory or supervisory authority; provided that the Receiving Party shall (i) promptly notify the Disclosing Party of any such disclosure (to the extent practicable and permitted by law) and (ii) if disclosure is required, use its commercially reasonable efforts to cooperate with the Disclosing Party (at Receiver’s sole cost and expense) in any attempt that the Disclosing Party may make to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. Notwithstanding anything to the contrary herein, without satisfying the other obligations of this paragraph, the Receiving Party and its Representatives may disclose Confidential Information to the extent disclosure is requested or required in connection with any audit or examination by, or blanket document request from, any regulatory or governmental entity.
4. **Destruction or Return of Materials.** Upon the written request of the Disclosing Party, the Receiving Party shall promptly destroy or return to the Disclosing Party all Confidential Information and any copies of documents, papers or other materials that contain Confidential Information. Notwithstanding anything to the contrary herein, the Receiving Party shall be permitted to retain Confidential Information to the extent required by law, rule, regulation, ordinary record retention or compliance policies or standard computer backup procedures; provided that any Confidential Information so retained shall remain subject to the restrictions of this Agreement.
5. **No Representations.** The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information and agrees that the Disclosing Party shall not have any liability for any inaccuracies in or omissions from any such Confidential Information, except as may arise under definitive documentation relating to the Purpose.
6. **Term.** This Agreement expires on the earlier of (i) one year from the date hereof and (ii) the date the Receiver and the Receiving Party enter into a definitive agreement in respect of the Purpose.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Missouri without giving effect to any laws, rules or provisions that would cause the application of the laws of another jurisdiction, and any litigation arising out of or in connection in any way with this Agreement shall take place in the Receivership Case and decided by the Receivership Court. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

- 8. Remedies.** The Receiving Party acknowledges and agrees that damages may not be a suitable remedy for any breach of this Agreement by the Receiving Party. Accordingly, in addition to all other remedies to which the Disclosing Party may be entitled, the Disclosing Party may also be entitled to seek injunctive relief and any other form of equitable relief to enforce the provisions of this Agreement. It is the intention of the Receiver and the Receiving Party that the restrictions contained in this Agreement be enforceable to the fullest extent permitted by applicable law. Therefore, to the extent any court of competent jurisdiction shall determine that any portion of the foregoing restrictions is excessive, such provision shall not be entirely void, but rather shall be limited or revised only to the extent necessary to make it enforceable.
- 9. Miscellaneous.** This Agreement contains the entire agreement concerning the subject matter hereof. No modification of this Agreement or waiver of the terms and conditions hereof shall be binding unless approved in writing by the Receiver. The Disclosing Party may not assign or delegate any of its rights or obligations hereunder without the prior written consent of the Receiver. It is also agreed that no failure or delay by the Receiver in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

IN WITNESS WHEREOF, the Recipient has signed this Agreement as of the date listed below.

**[Recipient name]**

By: \_\_\_\_\_

Name:

Title:

Date: