FILED

SEP 11 2025

INSURANCE REGULATION
Docketed by: A.M.Y.

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

Index: OIR 2025-173
CASE NO.: 401978-25-CO

IN THE MATTER OF:

Application for the Issuance of a Permit to
PRE RISK MANAGEMENT, LLC
in the Name of PRAXIS RECIPROCAL EXCHANGE
to Form a Florida Domestic Reciprocal Insurer and for the
Subsequent Issuance of a Certificate of Authority
_____/

CONSENT ORDER

THIS CAUSE came for consideration upon the filing with the FLORIDA OFFICE OF INSURANCE REGULATION ("OFFICE") by PRAXIS RECIPROCAL EXCHANGE ("APPLICANT") of an application for the issuance of a Permit and subsequent issuance of a Certificate of Authority to PRE RISK MANAGEMENT, LLC ("ATTORNEY-IN-FACT"), in the name of APPLICANT, as an authorized domestic reciprocal insurer, pursuant to sections 624.401, 624.404, 624.413, 628.051, 628.071, 629.081, 629.091, and 629.261, Florida Statutes,[1] to write the following lines of insurance in this state: (0010) Fire, (0020) Allied Lines, (0040) Homeowners Multi-Peril, (0090) Inland Marine, (0170) Other Liability, and (0270) Boiler and Machinery ("Application"). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.

[1] All statutory references contained herein refer to Florida Statutes (2025), unless otherwise noted.

2. APPLICANT has applied for and, subject to the present and continuing satisfaction of the requirements, terms, and conditions established herein, has satisfactorily met all the conditions precedent to the granting to it of a Permit to form a domestic reciprocal insurer in Florida, pursuant to the requirements set forth by the Florida Insurance Code.

3. APPLICANT is an unincorporated aggregation of subscribers who will be operating individually and collectively through ATTORNEY-IN-FACT to provide Fire, Allied Lines, Homeowners Multi-Peril, Inland Marine, Other Liability, and Boiler and Machinery coverage amongst themselves.

4. ATTORNEY-IN-FACT is a Florida limited liability company whose membership interest is as detailed in the Application.

5. APPLICANT has disclosed in its Application that the members of the Subscribers' Advisory Committee will supervise the finances and operation of APPLICANT in conformity with the Charter of the Subscribers' Advisory Committee and the Attorney-in-Fact Agreement, pursuant to sections 629.081 and 629.201.

6. APPLICANT has disclosed in the Application the names and addresses of its initial twenty-six subscribers for the purpose of applying for a Certificate of Authority to transact insurance, pursuant to section 629.081.

7. If the OFFICE determines that any individual for whom APPLICANT is required to submit background information as part of this Application is unacceptable under the Florida Insurance Code, APPLICANT or ATTORNEY-IN-FACT shall remove or cause the removal of said person within thirty days of notice from the OFFICE and replace them with a person or persons acceptable to the OFFICE or shall undertake such other corrective action as directed by the OFFICE. Failure to act would constitute an immediate serious danger to the public and the

OFFICE may take administrative action as it deems appropriate upon the Permit or subsequent Certificate of Authority of APPLICANT without further proceedings, pursuant to sections 120.569(2)(n) and 120.60(6). Such failure by APPLICANT or ATTORNEY-IN-FACT to take corrective action shall further constitute grounds to deny APPLICANT a Certificate of Authority.

8. APPLICANT and ATTORNEY-IN-FACT have filed with the Application a Plan of Operation, biographical information, legal documents, and other supporting documentation for the purpose of obtaining a Permit and subsequent Certificate of Authority for APPLICANT. In deciding to issue a Permit to APPLICANT, the OFFICE has relied on the accuracy and truthfulness of the documents and information provided by APPLICANT and ATTORNEY-IN-FACT. APPLICANT and ATTORNEY-IN-FACT represent that the Application filed with the OFFICE and all related submissions and responses have been reviewed by APPLICANT and ATTORNEY-IN-FACT, and that these documents, as amended to date, are complete and correct in all respects. APPLICANT and ATTORNEY-IN-FACT further represent that they have disclosed and provided, or will disclose and provide, to the OFFICE copies of all current understandings and agreements relating to the formation, funding, and future transaction of insurance by APPLICANT that will be entered into by APPLICANT, ATTORNEY-IN-FACT, or members of its Subscribers' Advisory Committee for such purposes.

9. APPLICANT and ATTORNEY-IN-FACT have represented that APPLICANT will be issuing non-assessable policies and that, in addition to the insurance premiums for the policies, each subscriber will be required to make a surplus contribution in an amount equal to 10% of the subscriber's annual policy premium. APPLICANT and ATTORNEY-IN-FACT have further represented that the foregoing surplus contribution will be deposited by ATTORNEY-IN-FACT, retained as policyholder surplus of APPLICANT, and that such surplus shall be for the

benefit and protection of all subscribers. Return of said surplus contribution is subject to the conditions set forth in the Subscriber's Agreement and Power of Attorney and is subject to prior written approval by the OFFICE. Return of surplus contribution to an insured as the result of a mid-term cancellation shall not be subject to prior written approval by the OFFICE.

10. APPLICANT and ATTORNEY-IN-FACT represent that APPLICANT has the required minimum surplus on hand to satisfy the requirements of sections 629.071 and 629.261.

11. APPLICANT and ATTORNEY-IN-FACT represent that $300,000 United States Dollars ("USD") of APPLICANT's initial capital will be used to complete the statutory deposit requirement of section 624.411 with the Bureau of Collateral Management.

12. APPLICANT and ATTORNEY-IN-FACT represent that none of APPLICANT's funds or assets are currently pledged, committed, or encumbered and that said funds and assets shall remain free and clear of any and all liens and encumbrances unless prior written approval to pledge, commit, or encumber said funds and assets is obtained from the OFFICE. Additionally, APPLICANT shall not be included as a guarantor of any loan unless prior written approval is obtained from the OFFICE.

13. Final approval and issuance of APPLICANT's Certificate of Authority shall be granted in writing by the OFFICE at such time as the OFFICE is satisfied that APPLICANT has complied with all provisions of this Consent Order, the OFFICE has received the following documents within sixty days of the execution of this Consent Order, unless otherwise specified herein, and the OFFICE is satisfied that the documents meet the requisite statutory and rule requirements:

a) Proof of a deposit into APPLICANT's account in a Florida banking institution that is a member of the Federal Reserve System and located in Florida, representing its

initial capital funding as represented in the Application, along with a written certification from the bank that is signed by an officer of the bank attesting that such deposit has not been pledged as collateral or otherwise encumbered, hypothecated, or pledged, and that no such encumbrance or agreement to encumber exists;

b) Proof of a $300,000 USD deposit placed with the Bureau of Collateral Management, as required by section 624.411;

c) Proof of a $100,000 USD deposit placed with the Bureau of Collateral Management, as required by section 629.121;

d) Copies of all fully-executed Surplus Notes and their ancillary agreements as described in the Application;

e) A copy of the final version of the Subscriber's Agreement and Power of Attorney;

f) A copy of the final version of the Charter of the Subscribers' Advisory Committee;

g) Copies of specimen marketing materials and solicitation materials, including full disclosure regarding any subscribers' contingent liabilities that may exist;

h) Evidence that APPLICANT's Subscribers' Advisory Committee has ratified the execution of this Consent Order on APPLICANT's behalf, and indicated its willingness to be bound by the terms, conditions, and representations stated herein;

i) A copy of the fully-executed Attorney-in-Fact Agreement;

j) A copy of the final, certified Operating Agreement of ATTORNEY-IN-FACT, with all completed Exhibits and Schedules;

k) A fully-executed Uniform Consent to Service of Process, complete with

proper resolution;

l) Acknowledgement that for the three years immediately following the issuance of a Certificate of Authority, APPLICANT shall file with the OFFICE, on an annual basis, no later than June 1 each year, a Catastrophe Loss Model with Probable Maximum Loss estimate amounts for a 1-in-100-year storm based on APPLICANT's exposure information on policies in force as of March 31 of the current year. The OFFICE reserves the right to require APPLICANT to provide additional modeling at the sole discretion of the OFFICE. APPLICANT shall include in the filings any update to its exposure management plan which will identify the company's ability to provide satisfactory financial capacity to cover the company's exposure to catastrophic hurricane loss. APPLICANT shall also include specific plans that will limit exposure to a level within the company's financial capacity. Based upon the OFFICE's review of said models and plans, the OFFICE may require APPLICANT to take corrective action to cure any overexposure identified by the OFFICE, including, but not limited to, the purchase of additional reinsurance or additional contributions to surplus;

m) A copy of the fully-executed Managing General Agency Agreement with all amendments;

n) A copy of the fully-executed Claims Services Agreement;

o) A copy of the fully-executed Policy Administration Services and Technology Agreement;

p) A copy of the fully-executed Reinsurance Client Broker Authorization Agreement; and

q) Executed copies of any agreements not mentioned above relating to the operations and management of APPLICANT, other than standard agent and agency agreements.

14. If, at the time of submitting documents for its Certificate of Authority, there are any new officers, directors, members, managers, Subscribers' Advisory Committee members, similar positions, or 10% or greater interest holders of APPLICANT or ATTORNEY-IN-FACT, then APPLICANT or ATTORNEY-IN-FACT shall file with the OFFICE biographical affidavits, fingerprint cards, authority for release of information forms, and background investigation reports for these individuals at such time.

15. If the OFFICE determines that the documents specified in paragraphs 13 or 14 above are not submitted as required, or are incomplete, or do not meet the requisite statutory or rule requirements, the OFFICE shall hold the Certificate of Authority component of the Application in abeyance and withdraw the Application from consideration until such time as the required documentation has been submitted to the OFFICE for review.

16. Upon the issuance of the Certificate of Authority to APPLICANT, APPLICANT and ATTORNEY-IN-FACT shall further comply with the following:

a) APPLICANT shall not transact business until the following have been approved in writing by the OFFICE:

i. APPLICANT's forms and rates, unless so exempted pursuant to sections 627.062 or 627.410; and

ii. Pro-Forma Financial Statements, if necessary, to be amended following placement of APPLICANT's reinsurance.

b) APPLICANT shall not transact business until APPLICANT's reinsurance program has been placed.

c) APPLICANT shall comply with its Plan of Operation and supporting documents as submitted with the Application. Written approval must be secured from the OFFICE

prior to any material deviation from said Plan of Operation.

d) APPLICANT shall comply with the requirements of Statement of Statutory Accounting Principles ("SSAP") No. 41 of the National Association of Insurance Commissioners ("NAIC") Accounting Practices and Procedures Manual, as concerns its accounting for interest payable on any surplus debenture.

e) APPLICANT shall submit to the OFFICE, no less than annually, all required filings, pursuant to section 627.0645, and Rule 69O-170.007, *Florida Administrative Code*.[2]

f) APPLICANT shall maintain its principal place of business in Florida and shall make available to the OFFICE complete records of its affairs. APPLICANT shall also maintain its office, records, and assets in Florida, pursuant to section 628.271. The physical form, if any, of the assets shall also be maintained in Florida, or in compliance with section 628.511.

g) APPLICANT and ATTORNEY-IN-FACT shall maintain sufficient and adequate internal controls and supervision of any external contractor providing services in connection with the insurance transactions of APPLICANT and shall further assume responsibility for the actions of said contractor as they relate to any performance under the services agreements.

h) APPLICANT shall not write any business in any state outside of Florida without prior written approval of the OFFICE.

i) APPLICANT and ATTORNEY-IN-FACT shall not make any change to the Attorney-in-Fact Agreement, Subscriber's Agreement and Power of Attorney, or the Charter of the Subscribers' Advisory Committee without prior written approval of the OFFICE.

j) APPLICANT shall maintain a deposit of no less than $300,000 USD with

[2] All administrative rule references contained herein refer to Florida Administrative Code (2025), unless otherwise noted.

the Bureau of Collateral Management, pursuant to section 624.411.

k) APPLICANT shall file with the OFFICE a completed and executed copy of any custody account agreement into which it enters, and a completed and executed copy of any investment management agreement into which it enters. Every custody account agreement entered into by APPLICANT shall contain all of the required provisions of Rule 69O-143.042.

l) APPLICANT and ATTORNEY-IN-FACT shall not enter into any agreement with any affiliate, affiliated person, entity, or related party, as defined in SSAP No. 25 of the NAIC Accounting Practices and Procedures Manual, without the prior written approval of the OFFICE. "Affiliate" and "affiliated person" shall have the same meaning as in section 624.10.

m) APPLICANT shall file with the OFFICE all premium growth reports as required by section 624.4243.

n) APPLICANT shall not enter into a reinsurance agreement with a captive or affiliated entity without the prior written approval of the OFFICE.

o) APPLICANT acknowledges that it shall maintain compliance with sections 624.404(4) and 624.610.

p) APPLICANT and ATTORNEY-IN-FACT acknowledge that any distribution of subscribers' savings accounts shall comply with section 629.271.

q) APPLICANT shall ensure that ATTORNEY-IN-FACT files with the OFFICE the Enterprise Risk Report required by section 628.801(2), including any and all additional information the OFFICE deems necessary to evaluate the enterprise risk of APPLICANT and APPLICANT's affiliates.

r) ATTORNEY-IN-FACT shall file a Holding Company Registration Statement, which shall include APPLICANT, as required by section 628.801, and Rule 69O-

143.046.

s) APPLICANT acknowledges that it shall maintain compliance with Rule 69O-143.047.

t) In addition to the requirements described in subparagraph 1 above, any arrangement or agreement with an affiliated party, including ATTORNEY-IN-FACT, for the provision of administrative services shall be evidenced by a written contract. Any such contract shall comply with the following requirements:

i. APPLICANT must have the right to terminate the contract for cause;

ii. The contract shall contain a provision with respect to the underwriting or other standards pertaining to the business underwritten by APPLICANT;

iii. The contract shall be retained as part of the official records of both the affiliate and APPLICANT for the term of the contract and five years afterwards;

iv. Payment to the affiliate of any premiums or charges for insurance by or on behalf of the insured shall be deemed to have been received by APPLICANT, and return premiums or claims payments forwarded by APPLICANT to the affiliate shall not be deemed to have been paid to the insured or claimant until such payments are received by the insured or claimant;

v. The affiliate shall hold all funds that are collected on behalf of or for APPLICANT, as well as return premiums received from APPLICANT, in a fiduciary capacity in trust accounts;

vi. The affiliate shall adhere to underwriting standards, rules, procedures, and manuals setting forth the rates to be charged, and shall adhere to the conditions for the acceptance or rejection of risks as determined by APPLICANT;

vii. All fees and charges must be specified in the contract and they must be comparable to fees charged to any other insurer for which similar contracted services are provided by the affiliate; or, if the affiliate does not perform such services for other insurers, the fees charged must be reasonable for the services provided;

viii. All claims paid by the affiliate from funds collected on behalf of APPLICANT shall be paid only on drafts of, and as authorized by, APPLICANT;

ix. APPLICANT shall retain the right to continuous access to books and records maintained by the affiliate sufficient to permit APPLICANT to fulfill all of its contractual obligations to insured persons, subject to any restrictions in the written agreement between APPLICANT and the affiliate on the proprietary rights of the parties in such books and records;

x. The affiliate shall provide written notice, which has been approved by APPLICANT, to insured individuals advising them of the identity of, and relationship between, the affiliate, the policyholder, and APPLICANT; and

xi. Any policies, certificates, booklets, termination notices, or other written communications delivered by APPLICANT to the affiliate for delivery to APPLICANT's policyholders shall be delivered by the affiliate promptly after receipt of delivery instructions from APPLICANT.

u) APPLICANT and ATTORNEY-IN-FACT shall take necessary steps to effectuate membership in the associations or funds as required by the following statutes, and to comply with the conditions contained in such entities' Plans of Operation. Further, APPLICANT and ATTORNEY-IN-FACT agree to pay any and all assessments levied by such entities and applicable laws. APPLICANT and ATTORNEY-IN-FACT acknowledge full responsibility for

determining the associations or funds APPLICANT is required to join, pursuant to sections 215.555, 627.311(4), 627.351(1), 627.351(4), 627.351(6), 627.3515, 631.55, 631.715, and 631.911. APPLICANT and ATTORNEY-IN-FACT further acknowledge their statutory obligations pursuant to the aforementioned statutes and will continually monitor the various associations or funds that APPLICANT is required to join, as determined by the lines of business on the Certificate of Authority of APPLICANT. Further, APPLICANT and ATTORNEY-IN-FACT shall, based upon the lines of business on APPLICANT's Certificate of Authority, continually monitor and comply with the statutory requirements regarding APPLICANT's membership in the associations and funds that are identified herein or that may be established in the future.

v) APPLICANT and ATTORNEY-IN-FACT shall ensure that any agreement APPLICANT is party to or governed by, with respect to any and all pro rata and excess of loss reinsurance coverage, shall provide for terms and pricing to be procured at open market terms. APPLICANT and ATTORNEY-IN-FACT shall conduct sufficient due diligence, through a broker or otherwise, and shall solicit legitimate written quotes from potential third-party reinsurers through a firm order prior to entering into a quota share or excess of loss agreement.

w) ATTORNEY-IN-FACT shall at all times employ one or more persons with the requisite knowledge and experience in statutory accounting to be able to advise, and file statements on behalf of, APPLICANT in accordance with the Statements of Statutory Accounting Principles established and maintained by the NAIC. If, at any time, ATTORNEY-IN-FACT does not have such persons on staff or under contract, ATTORNEY-IN-FACT will notify the OFFICE within three business days and provide a timeline acceptable to the OFFICE for when such positions will be filled, or contractual relationships established.

x) Notwithstanding other applicable surplus requirements, APPLICANT shall maintain Total Adjusted Capital of at least 300% of its Authorized Control Level Risk-Based Capital. Total Adjusted Capital and Authorized Control Level Risk-Based Capital are defined in sections 624.4085(1)(b) and 624.4085(1)(q).

y) APPLICANT shall obtain a Financial Strength Rating acceptable to the secondary mortgage market prior to writing or assuming any business.

z) APPLICANT shall not enter into any reinsurance or brokerage agreement that requires approval from the reinsurer or broker to replace ATTORNEY-IN-FACT.

aa) APPLICANT shall ensure that any agent it utilizes in Florida shall be properly appointed, pursuant to section 626.112.

bb) Any managing general agent and related contracts entered into by APPLICANT or ATTORNEY-IN-FACT following the issuance of a Certificate of Authority shall meet the requirements of sections 626.015(16)(a) and 626.7451.

cc) APPLICANT or ATTORNEY-IN-FACT shall obtain written approval from the OFFICE prior to contracting with any managing general agent or charging any policy fees related to contracting with, or services provided by, a managing general agent other than that approved by the OFFICE with this Application.

dd) APPLICANT or ATTORNEY-IN-FACT shall obtain the prior written approval of the OFFICE before amending, updating, or changing any managing general agent contracts entered into by APPLICANT or ATTORNEY-IN-FACT.

ee) APPLICANT or ATTORNEY-IN-FACT shall file updates to the Holding Company Registration Statement, as required by section 628.801 and Rule 69O-143.046.

ff) Any separation of an officer, director, or manager from ATTORNEY-IN-

FACT shall be reported to the OFFICE in writing within one business day of the separation.

gg) For the first three years following APPLICANT's receipt of a Certificate of Authority, any appointment of a new officer, director, or manager of ATTORNEY-IN-FACT shall be subject to the prior written approval of the OFFICE.

hh) APPLICANT shall file with the OFFICE, via the NAIC's electronic filing system, full and true statements of its financial condition, transactions, and affairs as required by section 624.424 in a complete and timely manner. APPLICANT shall be subject to the requirements of Parts I and II of chapter 625, Florida Statutes. Non-qualifying assets or investments exceeding limitations shall be non-admitted by the OFFICE and the surplus as to policyholders adjusted accordingly.

ii) APPLICANT or ATTORNEY-IN-FACT shall notify the OFFICE within ten business days of any breach, non-performance of, or default under, any servicing agreement with affiliates or third-party vendors providing services, directly or indirectly, to APPLICANT that could result in or cause a material adverse change in the financial condition, business, performance, operations, or property of APPLICANT.

17. APPLICANT shall, within ten days of receiving its assignment, submit to the OFFICE its NAIC Company Code assignment.

18. Within six months of execution of this Consent Order, APPLICANT shall file, and thereafter maintain, with the Department of Financial Services' Division of Investigative and Forensic Services, an anti-fraud plan that complies with section 629.9891 and chapter 69D-2.

19. APPLICANT and ATTORNEY-IN-FACT acknowledge that any managerial, administrative, or employee-sharing arrangements involving APPLICANT shall be in accordance with a formal written agreement, and contain, at a minimum, the following:

a) A requirement of monthly cash settlement of any expenses incurred for the month; and

b) A clear definition of the financial boundaries of each operation.

Further, APPLICANT shall not bear any occupancy expenses for space that is occupied by any other affiliate and, upon examination, shall be prepared to demonstrate how the occupancy cost and space is allocated among co-located entities.

20. Pursuant to section 628.071, if the OFFICE has not issued APPLICANT a Certificate of Authority within one year of the date of execution of this Consent Order, APPLICANT's Permit shall no longer be valid.

21. APPLICANT and ATTORNEY-IN-FACT affirm and represent that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the current and future operations of APPLICANT. APPLICANT and ATTORNEY-IN-FACT further agree and affirm that said information, explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

22. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such approval must be requested in writing prior to any proposed deviation from the terms of this Consent Order.

23. APPLICANT and ATTORNEY-IN-FACT affirm that all requirements set forth

herein are material to the issuance of this Consent Order.

24. APPLICANT and ATTORNEY-IN-FACT expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. APPLICANT and ATTORNEY-IN-FACT hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

25. Each party to this action shall bear its own costs and fees.

26. APPLICANT and ATTORNEY-IN-FACT agree that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon APPLICANT's Permit or subsequent Certificate of Authority in this state, in accordance with sections 120.569(2)(n) and 120.60(6).

27. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed a copy of this Consent Order bearing the notarized signatures of the authorized representatives of APPLICANT and ATTORNEY-IN-FACT.

WHEREFORE, subject to the terms and conditions set forth above, the Application for the issuance of a Permit to PRE RISK MANAGEMENT, LLC, in the name of PRAXIS RECIPROCAL EXCHANGE, pursuant to sections 624.401, 624.404, 624.413, 628.051, 628.071, 629.081, 629.091, and 629.261, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 11 day of September, 2025.

Michael Yaworsky, Commissioner
Office of Insurance Regulation

By execution hereof, PRAXIS RECIPROCAL EXCHANGE consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind PRAXIS RECIPROCAL EXCHANGE to the terms and conditions of this Consent Order.

PRAXIS RECIPROCAL EXCHANGE

By: _____

Print Name: RICHARD FICCA

Title: SAC CHAIRMAN

Date: 09-10-2025

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of September 2025, by RICHARD FICCA (name of person) as SAC CHAIRMAN (type of authority; e.g., officer, trustee, attorney in fact) for PRAXIS RECIPROCAL EXCHANGE (company name)

CAROLYN ANN BUTLER
Notary Public - State of Florida
Commission # HH 498214
My Comm. Expires Mar 23, 2028
Bonded through National Notary Assn.

Carolyn A Butler
(Signature of the Notary)

CAROLYN A. BUTLER
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: 03-23-2028

By execution hereof, PRE RISK MANAGEMENT, LLC, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind PRE RISK MANAGEMENT, LLC, to the terms and conditions of this Consent Order.

PRE RISK MANAGEMENT, LLC

By: _____

Print Name: RICHARD FICCA

Title: VP of SALES & DISTRIBUTION

Date: 09-10-2025

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of September 2025, by RICHARD FICCA (name of person)

as VP of SALES & DISTRIBUTION (type of authority; e.g., officer, trustee, attorney in fact) for PRE RISK MANAGEMENT, LLC (company name)

CAROLYN ANN BUTLER
Notary Public - State of Florida
Commission # HH 498214
My Comm. Expires Mar 23, 2028
Bonded through National Notary Assn.

Carolyn A Butler
(Signature of the Notary)

CAROLYN A BUTLER
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: 03-23-2028

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