

FLORIDA HOUSING PRIVACY COMMITMENT

This Privacy Commitment (the "Commitment") is agreed to by Hub Public Risk, Inc. FKA as Rogers, Gunter, Vaughn Insurance ("Service Provider") as of the date of its signature below, who agrees to the following:

BACKGROUND

Service Provider currently provides Florida Housing Finance Corporation ("Florida Housing" or "FHFC") with certain services (the "Services") pursuant to the terms of a separate agreement (the "Agreement"). As a provider of the Services, Service Provider and its employees and/or agents may have access to certain confidential information of FHFC and nonpublic personal information pertaining to the customers of FHFC.

The laws of the State of Florida, including the State Cybersecurity Act, § 282.318, Fla. Stat. (2021) and Florida Cybersecurity Standards, Fla. Admin. Code R. 60GG-2, (collectively, "Florida Law") and the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.) and the regulations promulgated thereunder, including, without limitation, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (collectively, the "Act"), impose various requirements regarding consumer privacy as well as the confidentiality, integrity, and accuracy of consumer information.

To comply with the Act and Florida Law, FHFC is required to obtain contractual assurance from Service Provider that Service Provider is maintaining appropriate security measures to satisfy the objectives of the Act and Florida Law. In consideration of the requirements and the mutual terms and provisions set forth in this Commitment, Service Provider and FHFC agree to supplement the Agreement as follows:

1. Definitions.

- a. "Customer Data" means any and all data and information of any kind or nature submitted to Service Provider by FHFC, or received by Service Provider on behalf of FHFC, related to a natural person. Customer Data includes but is not limited to "nonpublic personal information" (as defined in the Act) necessary for Service Provider to provide the Services, as well as "personal information" or "nonpublic information" as defined under Florida Law. FHFC shall remain the sole and exclusive owner of all Customer Data, regardless of whether such data is maintained on paper, magnetic tape, magnetic disk, personal computing devices (including but not limited to computers, tablets, smartphones, etc.), cloud computing systems maintained by Service Provider or others on service provider's behalf, or any other storage or processing device.
- b. "Confidential Information" shall mean all information designated by FHFC as confidential, including all Customer Data, and all information or data, whether marked or designated as confidential, concerning or related to FHFC's products, (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any of FHFC's information systems, including, without limitation, networks, network services, computers, computer systems and communications systems (collectively, the "Information Systems"), which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. Confidential Information, other than Customer Data (which shall always remain confidential), shall not include: (a) information which is or becomes publicly available (other than by Service Provider or such other party having the obligation of confidentiality) without breach of this Agreement; (b) information independently developed by Service Provider; or (c) information received from a third party not under a confidentiality obligation to FHFC.

2. Use of Confidential Information. Service Provider shall not use, retain, copy, sell, transfer, publish, disclose, display, or otherwise make any of FHFC's Confidential Information available to any third party without the prior written consent of FHFC. Service Provider shall hold the Confidential Information in confidence and shall not disclose or use such Confidential Information other than for the purposes contemplated by the Agreement or in compliance with the requirements set forth in the Act, and/or Florida Law, and Service Provider shall instruct all of its directors, officers, employees, agents, contractors and financial, legal and other advisors to whom it provides the Confidential Information (the "Representatives") to use the same care and discretion with respect

to the Confidential Information that Service Provider requires with respect to its own most confidential information, but in no event less than a reasonable standard of care, including the utilization of security devices or procedures designed to prevent unauthorized access to and processing of the Confidential Information. Service Provider shall instruct its Representatives of its confidentiality obligations hereunder and not to attempt to circumvent any such security procedures and devices. Additionally, Service Provider shall require that each of its Representatives agree to all of the same restrictions and conditions concerning Confidential Information to which Service Provider is bound in this Addendum. All Confidential Information shall be distributed only to persons having a need to know such information to perform their duties in conjunction with the Agreement. Unless otherwise agreed in writing, the obligations set forth in this Section shall continue perpetually and survive the termination or expiration of the Agreement for any reason. Further, upon request by FHFC or upon termination of the Agreement, Service Provider shall deliver to FHFC any Confidential Information in its possession and destroy any copies of Confidential Information in Service Provider's files, unless otherwise required under operation of law.

3. Access to Information Systems. Access, if any, to FHFC's Information Systems is granted solely to perform the Services under the Agreement and is limited to those specific Information Systems, time periods and personnel as are separately agreed to by FHFC and Service Provider from time to time. FHFC may require the Representatives to sign individual agreements prior to accessing FHFC's Information Systems. Use of FHFC's Information Systems during other time periods or by individuals not authorized by FHFC is expressly prohibited. Access is subject to FHFC business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other of FHFC's Information Systems is expressly prohibited. This prohibition applies even when an Information System that Service Provider is authorized to access serves as a gateway to other Information Systems outside Service Provider's scope of authorization. Service Provider agrees to access Information Systems only from specific locations approved for access by FHFC. For access outside of FHFC's premises, FHFC may designate the specific network connections to be used to access Information Systems.
4. Information Security. Service Provider shall be responsible for establishing and maintaining an information security program (the "Information Security Program") designed to satisfy all objectives set forth in the Act and Florida Law. The Service Provider shall take full responsibility for the security of all Confidential Information in its possession or in the possession of its approved subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure, processing, or loss thereof. At a minimum, Service Provider agrees:
 - a. To implement appropriate technical and organizational measures, including a network firewall and maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority, to protect Confidential Information against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure, access, processing and exfiltration, or theft, in particular where processing involves the transmission of Confidential Information over a network, (iii) alteration, and (iv) all misuse;
 - b. To implement appropriate procedures to ensure that (i) unauthorized persons will not have access to the data processing equipment used to process the Confidential Information, (ii) any persons it authorizes to have access to the Confidential Information will respect and maintain the confidentiality and security of the Confidential Information, and (iii) the measures and procedures that it uses will be sufficient to comply with all legal requirements applicable to both FHFC and Service Provider;
 - c. To provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits;
 - d. To ensure the transmission or exchange of Confidential Information with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g., HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES;

- e. To appropriately destroy Confidential Information based on the format stored upon the expiration of any applicable retention schedules; and
 - f. To discipline employees that violate the Information Security Program.
5. Information Security Program Monitoring. Upon written request of FHFC, Service Provider shall provide to FHFC summaries of all internal and third-party security audits and security test results from the past three years to confirm that Service Provider is satisfying its obligations under this Addendum, the Act, and Florida Law. Further, during the term of this Agreement, the following monitoring is required at Service Provider's expense:
- a. Service Provider will provide FHFC annual written assurances that Service Provider's Information Security Program continues to meet the requirements of this Addendum.
 - b. Service Provider will provide FHFC, on an annual basis, copies of all audits of Service Provider's internal controls to protect Confidential Information, Service Provider's security program, Service Provider's reviews to protect Confidential Information, and Service Provider's business continuity program. Such audits may be performed by Service Provider or Service Provider's independent external auditors.
 - c. Each report prepared in connection with the audits required in this Section shall contain Service Provider's management response to any noted exceptions, together with appropriate target dates for completion of required or planned changes. In the event FHFC's review of any of the above audits raises issues concerning Service Provider's continued compliance with this Addendum or the requirements set forth in the Act and/or Florida Law, FHFC shall give written notice to Service Provider of such issues. Within 30 days from the date of FHFC's initial written notification to Service Provider, the parties shall agree upon a date by which the issues will be resolved. The parties will use their best efforts to resolve the issues, correct any problem, or make appropriate changes to the Addendum that do not materially alter the original obligations of the parties contained in the Agreement. In the event such issues are not resolved before the agreed upon date, the Agreement, at FHFC's sole option, may be terminated, and any advance payments of fees under the Agreement will be prorated as of the termination date and promptly returned by Service Provider to FHFC. No termination penalty shall be paid by either party.
6. Unauthorized Disclosure. Service Provider shall (a) immediately notify FHFC of any actual or suspected unauthorized access to, processing, use, or disclosure of the Confidential Information not authorized by the terms of this Addendum, (b) estimate the disclosure's effect on consumers, FHFC, and the confidentiality, integrity, and availability of the Confidential Information, including the date(s) and number of records affected by unauthorized access or processing of Confidential Information, (c) comply with FHFC's requests for assistance in responding to such incident, (d) specify all timelines and corrective actions taken or planned to be taken by Service Provider to address this incident and prevent future similar incidents, and (e) otherwise abide by provisions set forth in section 501.171, Fla. Stat.. The parties mutually agree to initiate immediate changes in security procedures and requirements in the event of such unauthorized access. Upon the occurrence of any actual or suspected unauthorized access to or use or disclosure of the Confidential Information described in clause (a) above which reasonably may be anticipated to have a material adverse effect on FHFC's reputation or business, FHFC, at its sole option, may immediately terminate the Agreement upon notice to Service Provider, and any advance payment of fees under the Agreement will be prorated as of the termination date and promptly returned by Service Provider to FHFC. No termination penalty shall be paid by either party.
7. Access to Premises. For the sole purpose of reviewing Service Provider's security policies and procedures, Service Provider shall grant FHFC access to Service Provider's premises from time to time during regular business hours upon reasonable notice to Service Provider from FHFC. FHFC shall hold in confidence all information contained in or derived from Service Provider's policies and procedures and shall not disclose or use any such information except for the sole purpose of ensuring Service Provider's compliance with the terms of this Addendum.
8. Regulatory Oversight. Service Provider acknowledges that FHFC is regulated by certain regulatory authorities (the "Regulators"), that the Regulators have examination oversight over FHFC, and that the Regulators have authority to examine the operations performed by Service Provider on behalf of FHFC. Service Provider will

cooperate fully with FHFC in responding to inquiries made to FHFC by Regulators. In the event a Regulator determines corrective measures are required to meet the requirements of the Act and/or Florida Law, Service Provider and FHFC will use their best efforts to modify the Agreement to comply with such Regulator's requirements. In the event a Regulator formally objects to the relationship between Service Provider and FHFC and such objection cannot be remedied, the Agreement shall be deemed terminated and (i) the parties will mutually agree to an orderly conversion of the Services to another provider of similar services; (ii) all payments made in advance under the Agreement shall be prorated as of the termination date and promptly returned by Service Provider to FHFC; and (iii) no termination penalty shall be paid by either party.

9. Business Resumption and Contingency Plans. Service Provider shall maintain in place a complete disaster recovery and business resumption plan sufficient to satisfy all standards and requirements set forth in the Act and Florida Law. Throughout the term of the Agreement, Service Provider will maintain recovery services that are substantially equivalent to or better than those that are in effect as of the Effective Date of this Addendum. Service Provider will provide to FHFC copies of its disaster recovery and business resumption plan and any test results pertaining thereto upon written request by FHFC.
10. Insurance. Service Provider shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Service Provider does not carry stand-alone cyber liability coverage, Service Provider agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Commitment and the Agreement.
11. General Terms. This Commitment will survive the termination or expiration of the Agreement. Service Provider's breach of this Commitment shall give rise to irreparable injury, inadequately compensable in damages, and FHFC may seek injunctive relief against the breach or threatened breach by Service Provider of this Commitment, in addition to any other legal remedies that may be available. Breach of this Commitment shall constitute a breach of the Agreement. This Commitment is in addition to and not in lieu of the Agreement, even if entered into before or after this Commitment; provided, however, that unless the Agreement is more protective of FHFC, in the event of inconsistency between this Commitment and the Agreement, this Commitment shall control. Service Provider shall not assign this Commitment, in whole or in part, without the prior written consent of FHFC. This Commitment may be modified or terminated only by written agreement signed by both parties. This Commitment shall be governed by the law of the State of Florida, without regard to principles of conflicts of law.

HUB PUBLIC RISK, INC.

By: Bart Gunter

Name: Bart Gunter

Title: President HUB Public Risk

Dated: 12/13/24