

**ACRISURE HOLDINGS, INC.**

**AMENDED AND RESTATED  
STOCK INFORMATION POLICY**

**1. Maintenance of List of Prospective Purchasers.** Acrisure Holdings, Inc., a Delaware corporation (the “Company”), through its employees or the employees of its direct or indirect subsidiaries, shall maintain a list of persons who have advised the Company in writing that they are interested in purchasing shares of the Company’s Common Stock and/or its Series C Preferred Stock (collectively, “Company Stock”) and also meet the conditions listed below to qualify as a “Prospective Purchaser.” When any such person advises the Company that he or she is interested in buying shares of Company Stock, the Company shall send that person an email in a form approved by an executive officer of the Company, enclosing a copy of this Policy, and requesting that the person complete and sign a “Request Addition of Name to List” form and return the form to the Company in order to have his or her name included on the list. The list of persons who qualify as “Prospective Purchasers” shall be compiled by the Company on a quarterly basis while this Policy remains in effect. To qualify as a Prospective Purchaser, the person must satisfy each of the following conditions:

(a) The person is a full-time employee of the Company or any of its direct or indirect subsidiaries;

(b) The person’s individual net worth, or joint net worth with that person’s spouse, exceeds \$1,000,000 (excluding that person’s primary residence and excluding indebtedness secured by that person’s primary residence that is not in excess of the fair market value of that residence);

(c) The person’s individual income is in excess of \$200,000 (or \$300,000 with that person’s spouse) for each of the two most recent years and the person has a reasonable expectation of reaching the same level in the current year;

(d) The person agrees to purchase shares of Company Stock having a minimum sales price of \$100,000 in each transaction; or, for transactions having a sales price of less than \$100,000, the person agrees that he or she must (i) be an existing stockholder at the time of the transaction and (ii) purchase all of the shares of the selling stockholder; and

(e) The person (i) is an existing stockholder of the Company and a party to the Stockholders Agreement among the Company and its stockholders (the “Stockholders Agreement”) or (ii) agrees, as a condition to purchasing any Company Stock, to execute a joinder to the Stockholders Agreement.

Upon the Company’s receipt of the completed and signed “Request Addition of Name to List” form, and assuming the person qualifies as a Prospective Purchaser, the Company shall add

the person's name, telephone number and email address to the list. The Company may exclude from the list any person who does not qualify as a Prospective Purchaser or any person who the Company reasonably believes might not currently be legally permitted to acquire shares under applicable laws and regulations or pursuant to the Stockholders Agreement.

**2. Communication with Sellers.** When a current stockholder advises the Company that he or she would like to sell shares of his or her Company Stock, the Company shall send the stockholder an email in a form approved by an executive officer of the Company, enclosing a copy of this Policy, and requesting that the person complete and sign a "Response and Acknowledgement" form and return the form to the Company. In order to be eligible to participate under the terms of this Policy, the stockholder must satisfy each of the following conditions:

(a) The stockholder has held the shares he or she desires to sell for more than one (1) year;

(b) The stockholder, either directly or indirectly through one or more intermediaries, does not control, is not controlled by or is not under common control with the Company;

(c) The stockholder agrees to sell shares of Company Stock having a minimum sales price of \$100,000 in each transaction; or, for transactions having a sales price of less than \$100,000, the stockholder agrees that he or she must sell all of his or her shares to an existing stockholder; and

(d) The stockholder agrees: (i) if he or she is a current or former agency principal (as determined by the Company), that he or she may not sell more than 10% of his or her shares of Company Stock in a calendar year through participation in the procedures established by this Policy, unless he or she has a perpetuation plan that has been approved in writing by the Regional Executive Vice President for such stockholder's agency operation (an "Approved Plan") or had in place an Approved Plan at the time of termination of employment with the Company; or (ii) if he or she is not a current or former agency principal (as determined by the Company), that he or she may sell not more than 50,000 shares of Company Stock in a calendar year through participation in the procedures established by this Policy.

Upon the stockholder's return of a completed and signed "Response and Acknowledgement" form, the Company shall send to that stockholder the current list of Prospective Purchasers at such intervals as an executive officer of the Company shall determine in his or her discretion. Alternatively, if the stockholder does not satisfy all of the conditions set forth above or is not interested in participating in the procedures established by this Policy, then the Company shall have no further involvement in such stockholder's efforts to sell his or her Company Stock.

**3. Notices; Other Communications.** All notices or other communications to be sent pursuant to this Policy may be personally delivered or sent via mail, fax, email or any other reasonable

method approved by an executive officer of the Company. The Company shall have no responsibility or liability for ensuring that any particular notice or other communication is actually received by the intended recipient.

**4. No Representation Concerning Value.** The Company makes no representations regarding the current value of the Company Stock or regarding the existence or nonexistence of any facts, circumstances or developments concerning the Company that could affect the value of such stock. The Company may, however, provide the Series C Subscription Price (as defined in the Company's Certificate of Incorporation) used in connection with the issuance of earn out shares under any asset purchase agreement, stock purchase agreement, book purchase agreement or other agreement or plan providing for the issuance of the Company's Series C Preferred Stock upon the satisfaction of certain performance objectives.

**5. No Public Solicitations or Advertising.** The Company shall not solicit the sale of any class of its stock or give general publicity to the fact that the Company maintains the list of Prospective Purchasers. The Company is permitted to include the following statement in any general, written communication sent to stockholders (provided that the Company shall, as a general guideline, not provide such notice to stockholders more frequently than quarterly):

As an accommodation and service to the stockholders of Acrisure Holdings, Inc. (the "Company"), the Company, pursuant to its Stock Information Policy, maintains a list of qualifying persons who are interested in buying shares of the Company's Common Stock or Series C Preferred Stock (collectively, "Company Stock"). If you would like to participate in the Policy, please send an email to [StockInformationPolicy@acrisure.com](mailto:StockInformationPolicy@acrisure.com) and ask for information about the Company's "Stock Information Policy." All transfers of Company Stock must be made in accordance with the terms and conditions of the Stockholders Agreement among the Company and its stockholders.

**6. No Fees or Commissions.** Neither the Company nor any employee of the Company or its direct or indirect subsidiaries shall receive any fees or commissions in any form for activity in connection with this Policy; however, the Company may charge a selling stockholder with the out-of-pocket costs (e.g., postage) incurred by the Company in connection with providing the services described in this Policy for such selling stockholder.

**7. Limited Role.** Neither the Company nor any employee of the Company or any of its direct or indirect subsidiaries shall assist in the consummation of the sale by arranging meetings between Prospective Purchasers and sellers or by communicating offers and counteroffers concerning price or other terms between Prospective Purchasers and sellers, other than to the extent the information contained in the communications described in this Policy (and approved by an executive officer) have the effect of doing so.

**8. Transfer Agent.** The Company may act as transfer agent for transactions in Company Stock.

**9. No Role With Respect to Stock of Other Companies.** The Company shall use the list of Prospective Purchasers exclusively for transactions in Company Stock. The Company may not engage in similar activities with respect to the securities of any other company.

**10. Employees.** No employee of the Company or any of its direct or indirect subsidiaries shall be paid either directly or indirectly based on transactions involving Company Stock. No employee who maintains, implements and/or administers this Policy shall be associated with a registered broker or dealer or subject to statutory disqualification for his or her role in a self-regulatory organization.

**11. Amendment, Suspension, or Termination.** The Company reserves the right to change the operation of the procedures outlined in this Policy, and the Policy itself, from time to time, or to temporarily suspend or completely terminate the Policy or the maintenance of the list of Prospective Purchasers, without notice to any person. The Company's executive officers shall have the authority to make such determinations and interpretations as may be reasonably necessary to administer the Policy; provided, however, that any modifications to the Policy must be approved by the Board.

**12. Limited Effect.** This Policy is intended solely as an accommodation and service to the stockholders of the Company. Nothing contained in this Policy shall be interpreted or construed in any way to limit the Company's right to purchase any shares of Company Stock from time to time or to limit a stockholder's right to make sales and other transfers of Company Stock without using the Company's services under this Policy (in each case subject to compliance with the Stockholders Agreement).

**13. Compliance with Stockholders Agreement.** Nothing set forth in this Policy shall be deemed to modify or limit any of the terms or conditions of the Stockholders Agreement. All transfers of Company Stock must be made in accordance with such Stockholders Agreement.

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**STOCK INFORMATION POLICY**

**NOTICE OF SALE**

\_\_\_\_\_, 20\_\_

**Via email: [StockInformationPolicy@acrisure.com](mailto:StockInformationPolicy@acrisure.com)**

To Whom It May Concern:

Please be advised of the below-described sale of shares of Acrisure Holdings, Inc. (the “Company”). Each of the undersigned hereby confirms that the sale was made in full compliance with the procedures outlined by the Company’s Stock Information Policy. Please record the transfer on the Company’s books and records.

Seller: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Date of Sale: \_\_\_\_\_

No. of Shares: \_\_\_\_\_  
(please include certificate #s)

Class of Shares (check applicable):

- Common Stock
- Series C Preferred Stock

Price per share (optional):

[SIGNATURE PAGE FOLLOWS]

Sincerely,  
**SELLER:**

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*(signature)*

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

**PURCHASER:**

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*(signature)*

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_