

**Information Sharing and Confidentiality Memorandum of Understanding
Participating Regulators of Assurant Group**

1. The Illinois Department of Insurance (“DOI”) as a regulator of an Assurant Group (“Assurant”) insurance holding company system affiliate, and other regulators of Assurant and its regulated affiliates (collectively “Parties”; each a “Party”) enter into this Confidentiality Memorandum (“Memorandum”), for exchanging confidential information pertaining to Assurant and its regulated and non-regulated affiliates on a reciprocal basis in furtherance of the supervisory authority of each of the Parties.
2. This Memorandum applies to confidential information shared in furtherance of the supervision and regulation of Assurant and its affiliates. For purposes of this Memorandum, “Confidential Information” means any information regarded as confidential, privileged, or otherwise protected from disclosure under the laws applicable to the insurance regulator that is the source of the documents, materials, or information. Confidential Information shall not include information which: (a) a Party already possesses through means other than through disclosure pursuant to this Memorandum; (b) becomes available to a Party on a non-confidential basis or becomes available in the public domain; (c) is independently developed by a Party without use of, or access to, information disclosed pursuant to this Memorandum.
3. The Parties to this Memorandum will share Confidential Information on a reciprocal basis, to the extent reasonable, and subject to all applicable laws, rules, and regulations. The ownership of Confidential Information shared with any Party (“Receiving Party”) pursuant to this Memorandum shall remain with the Party that supplied the Confidential Information (“Providing Party”). The Receiving Party’s use of the confidential information is subject to the direction of the Providing Party. The sharing of Confidential Information in furtherance of the supervision and regulation of Assurant and its affiliates shall not be deemed a waiver of any privilege or claim of confidentiality by any party to this Memorandum or a delegation of the Providing Party’s regulatory or rulemaking authority.
4. The Parties will make their best efforts to guarantee the security of the information transmitted by using secured means of transmission (e.g. through a secured sharing platform). The Parties agree not to store Confidential Information received from another Party in a permanent database. The Parties further agree to take all actions reasonably necessary to preserve, protect, and maintain all privileges or other protections of any Confidential Information received.
5. By signing below, the DOI and each Party confirms:
 - a) Their agreement to use any Confidential Information received in connection with this Memorandum only for lawful supervisory purposes;
 - b) Their authority and intent, under the laws of their respective jurisdictions, to protect from disclosure and otherwise preserve the confidential and/or privileged nature of any Confidential Information received in connection with this Memorandum; and

- c) Their authority to share Confidential Information relating to Assurant and its affiliates with each Party.

However, each Party also acknowledges that the laws of their respective jurisdictions may specify circumstances under which a Party would lack the authority to share certain Confidential Information relating to Assurant or its affiliates with a subset of the Parties. A copy of the law establishing and delineating such authority for each signatory is attached hereto as Exhibit A.

6. A Receiving Party shall not share Confidential Information with other signatories to this Memorandum if the laws of the Providing Party do not permit the Providing Party to share Confidential Information or certain Confidential Information with a Party who is also a signatory to this Memorandum. When sharing Confidential Information, if a Providing Party's laws prohibit the Providing Party from sharing certain Confidential Information to some of the signatories of this Memorandum, it will identify (1) the signatories of this Memorandum with which a Receiving Party may not share the Confidential Information and (2) the laws of the Providing Party's jurisdiction under which the information must not be shared with such signatories.
7. If Confidential Information received pursuant to this Memorandum is the subject of a request to disclose from a third party or a subpoena, the Receiving Party shall notify the Providing Party as soon as possible, but at least within 5 business days of receiving such request or subpoena. Notice relating to any such request or subpoena shall be given to the Providing Party's appropriate contact person(s) by email and by mail at the address specified in the Exhibit B.
8. Before a Receiving Party discloses Confidential Information obtained under this Memorandum to a third-party, the Receiving Party, in accordance with applicable law, will seek to obtain prior written consent from the Providing Party. If the disclosure would not be pursuant to a legally enforceable demand for such Confidential Information, the Receiving Party will not disclose the information without the Providing Party's written prior consent.
9. If there is a legally enforceable demand or subpoena to disclose Confidential Information obtained from the Providing Party, the Receiving Party will:
 - a) Notify the Providing Party prior to complying with the demand and seek to obtain prior written consent.
 - b) If consent to such disclosure is not given, use best efforts to resist such production and protect the confidentiality of the information, including to assert such appropriate legal exemptions or privileges with respect to such information as may be available.
 - c) Consent to any application by the Providing Party or the insurance company whom is the subject of the demand or subpoena to intervene in any action for the limited purpose of opposing the disclosure of Confidential Information.

It is expressly understood that if a court of competent jurisdiction issues an order to compel the Receiving Party to produce Confidential Information covered by this agreement, the terms of this Memorandum do not require the Receiving Party to undertake any action of omission that would result in a finding of contempt.

10. The Parties shall ensure that any third-party consultant retained, employed, contracted, appointed, or otherwise assigned or permitted by a Party to deal with or have access to Confidential Information shall be contractually or otherwise legally bound to adhere to the obligation of confidentiality as provided in this Memorandum.
11. This Memorandum is a statement of intent only and is not a legally binding contract. By signing this Memorandum, each of the Parties to this Memorandum memorialize their intent to maintain the confidentiality of Confidential Information shared in connection with the supervision and regulation of Assurant to the extent permitted by relevant laws, rules, and regulations.
12. In the event that any portion of this Memorandum is held invalid, the invalid portion shall be deemed to be severed and all remaining provisions of this Memorandum shall be given full force and effect and shall not be affected in any way.
13. This Memorandum may be executed separately by each party. To the extent any such separately executed memorandum is the same or materially the same as this Memorandum, they shall be considered together and treated as one document. For any party that signs this Memorandum but is not identified in Exhibits A and B, at the time the DOI executes the Memorandum, such party, before signing, shall provide all other existing signatories with the relevant confidentiality laws of its jurisdiction to be added to Exhibit A and the appropriate contact information to be added to Exhibit B.

Any party may withdraw from this Memorandum upon thirty (30) days' written notice to all Parties. Withdrawal from this Memorandum shall not affect the rights and obligations of any party with respect to Confidential Information already shared pursuant to the Memorandum. Upon notification of a party's withdrawal, other parties shall immediately return or destroy any Confidential Information received from the withdrawing party.

For the Illinois Department of Insurance

[Redacted]

Signature

Robert Muriel

Print Name

Director

Title

Date: 1/13/2020

For the Australian Prudential Regulatory Authority

[Redacted]

Signature

Brandon Khoo

Print Name

Executive Director, Insurance

Title

Date: 18/2/20

EXHIBIT A – Confidentiality Laws

Illinois:

215 ILCS 5/35A-50, 5/129.8, 5/131.22, 5/131.14d, 5/132.5(f), 5/132.5(e), 5/136(5), 5/136(6)(d), 5/141.4, 5/155.35, 5/401.5, 5/404, 5/1001 *et seq.*, and 820 ILCS 310/6(b)

Pursuant to paragraph (c)(1.5) of 215 ILCS 5/131.22, Illinois is prohibited from disclosing enterprise risk filings (Form F) with certain potential Parties.

Australia:

It is a criminal offence (punishable by 2 years imprisonment) under subsection 56(2) of the *Australian Prudential Regulation Authority Act 1998* ('APRA Act') for APRA officers (including past officers) to:

- disclose protected information acquired in the course of their duties as an officer to any person or to a court; or
- produce a protected document to any person or to a court;

unless the disclosure or production falls within one of the exceptions to which section 56(2) applies. These exceptions are set out in subsections 56 (3), (4), (5), (5AA), (5A), (5B), (5C), (6), (6A), (7), (7A), (7B) and (7C) of the APRA Act.

In most cases where APRA decides to disclose protected information to an External Agency, it will be under the exception in paragraph 56(5)(a) of the APRA Act. Paragraph 56(5)(a) permits disclosure that will assist a 'financial sector supervisory agency' in the performance of its functions or exercise of its powers.

EXHIBIT B – Contacts

**Illinois Department of Insurance
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Name: Susan Berry
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