UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2024

OR

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 001-42111

Bowhead Specialty Holdings Inc.

(Exact name of registrant as specified in its charter)

Delaware	**87-1433334**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
452 Fifth Avenue, New York, New York	**10018**
(Address of Principal Executive Offices)	(Zip Code)

(212) 970-0269
Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	BOW	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes o No x

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company,"and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	o	Accelerated filer	o
Non-accelerated filer	x	Smaller reporting company	o
		Emerging growth company	x

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes o No x

Number of shares of the registrant's common stock outstanding at August 8, 2024: 32,658,823

Bowhead Specialty Holdings Inc.
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PART I. - FINANCIAL INFORMATION

Item 1. Financial Statements

Bowhead Specialty Holdings Inc.
Condensed Consolidated Balance Sheets (Unaudited)

	June 30, 2024	December 31, 2023
	($ in thousands, except share data)	
Assets		
Investments		
Fixed maturity securities, available for sale, at fair value (amortized cost of $721,782 and $569,013, respectively)	$ 706,199	$ 554,624
Short-term investments, at amortized cost, which approximates fair value	12,712	8,824
Total investments	**718,911**	**563,448**
Cash and cash equivalents	180,324	118,070
Restricted cash and cash equivalents	18,494	1,698
Accrued investment income	6,728	4,660
Premium balances receivable	69,495	38,817
Reinsurance recoverable	192,025	139,389
Prepaid reinsurance premiums	133,992	116,732
Deferred policy acquisition costs	24,564	19,407
Property and equipment, net	7,481	7,601
Income taxes receivable	1,320	1,107
Deferred tax assets, net	17,071	14,229
Other assets	24,768	2,701
Total assets	**$ 1,395,173**	**$ 1,027,859**
Liabilities		
Reserve for losses and loss adjustment expenses	$ 587,905	$ 431,186
Unearned premiums	391,802	344,704
Reinsurance balances payable	45,767	40,440
Income taxes payable	29	42
Accrued expenses	11,287	14,900
Other liabilities	18,472	4,510
Total liabilities	**1,055,262**	**835,782**
Commitments and contingencies (Note 13)		
Mezzanine equity		
Performance stock units	46	—
Stockholders' equity		
Common stock	327	240
($0.01 par value; 400,000,000 shares authorized, 32,658,823 and 24,000,000 shares issued and outstanding at June 30,2024 and December 31,2023, respectively)		
Additional paid-in capital	314,636	178,543
Accumulated other comprehensive loss	(12,309)	(11,372)
Retained earnings	37,211	24,666
Total stockholders' equity	**339,865**	**192,077**
Total mezzanine equity and stockholders' equity	**339,911**	**192,077**
Total liabilities, mezzanine equity and stockholders' equity	**$ 1,395,173**	**$ 1,027,859**

See accompanying Notes to the Condensed Consolidated Financial Statements.

Bowhead Specialty Holdings Inc.
Condensed Consolidated Statements of Income and Comprehensive Income (Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	($ in thousands, except share and per share data)			
Revenues				
Gross written premiums	$ 175,539	$ 116,742	$ 313,971	$ 212,448
Ceded written premiums	(63,486)	(40,310)	(111,066)	(72,059)
Net written premiums	**112,053**	**76,432**	**202,905**	**140,389**
Change in net unearned premiums	(21,966)	(15,058)	(29,838)	(23,353)
Net earned premiums	**90,087**	**61,374**	**173,067**	**117,036**
Net investment income	8,777	4,048	16,437	7,401
Net realized investment gains	2	—	2	—
Other insurance-related income	32	31	63	63
Total revenues	**98,898**	**65,453**	**189,569**	**124,500**
Expenses				
Net losses and loss adjustment expenses	59,018	37,409	113,338	70,868
Net acquisition costs	7,582	4,960	14,104	9,531
Operating expenses	22,855	14,616	43,377	29,080
Non-operating expenses	1,481	—	1,698	—
Warrant expense	332	—	332	—
Credit facility interest expenses and fees	224	—	224	—
Foreign exchange (gains) losses	(4)	8	30	(19)
Total expenses	**91,488**	**56,993**	**173,103**	**109,460**
Income before income taxes	7,410	8,460	16,466	15,040
Income tax expense	(1,877)	(1,905)	(3,921)	(3,485)
Net income	**$ 5,533**	**$ 6,555**	**$ 12,545**	**$ 11,555**
Other comprehensive income				
Change in unrealized (loss) gain on investments (net of income tax benefit (expense) of $6, $722, $249, $(119), respectively	(21)	(2,718)	(937)	446
Total comprehensive income	**$ 5,512**	**$ 3,837**	**$ 11,608**	**$ 12,001**
Earnings per share:				
Basic	$ 0.20	$ 0.27	$ 0.49	$ 0.48
Diluted	$ 0.20	$ 0.27	$ 0.48	$ 0.48
Weighted average shares outstanding:				
Basic	27,648,869	24,000,000	25,824,434	24,000,000
Diluted	27,771,108	24,000,000	25,885,554	24,000,000

See accompanying Notes to the Condensed Consolidated Financial Statements.

Bowhead Specialty Holdings Inc.
Condensed Consolidated Statements of Changes in Mezzanine Equity and Stockholders' Equity (Unaudited)

($ in thousands, except shares)	Common Stock							
	Number of Shares	Amount	Mezzanine Equity	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings (Deficit)	Total Mezzanine Equity and Stockholders' Equity
Balance, December 31, 2023	**24,000,000**	**$ 240**	**$ —**	**$ 178,543**	**$ (11,372)**	**$ 24,666**	**$ 192,077**
Net income	—	—	—	—	—	7,012	7,012
Other comprehensive loss, net of tax	—	—	—	—	(916)	—	(916)
Capital contribution from parent	—	—	—	2,839	—	—	2,839
Capital distribution to parent	—	—	—	—	—	—	—
Stock-based compensation expense	—	—	—	225	—	—	225
Balance, March 31, 2024	**24,000,000**	**$ 240**	**$ —**	**$ 181,607**	**$ (12,288)**	**$ 31,678**	**$ 201,237**
Net income	—	—	—	—	—	5,533	5,533
Other comprehensive loss, net of tax	—	—	—	—	(21)	—	(21)
Capital contribution from parent	—	—	—	—	—	—	—
Capital distribution to parent	—	—	—	—	—	—	—
Stock-based compensation expense	—	—	46	1,801	—	—	1,847
Warrant expense	—	—	— —	332	—	—	332
Proceeds from initial public offering, net	8,658,823	87	—	130,896	—	—	130,983
Balance, June 30, 2024	**32,658,823**	**$ 327**	**$ 46**	**$ 314,636**	**$ (12,309)**	**$ 37,211**	**$ 339,911**
Balance, December 31, 2022	**24,000,000**	**$ 240**	**$ —**	**$ 100,204**	**$ (16,689)**	**$ (381)**	**$ 83,374**
Net income	—	—	—	—	—	5,000	5,000
Other comprehensive income, net of tax	—	—	—	—	3,164	—	3,164
Capital contribution from parent	—	—	—	18,000	—	—	18,000
Capital distribution to parent	—	—	—	—	—	—	—
Stock-based compensation expense	—	—	—	109	—	—	109
Balance, March 31, 2023	**24,000,000**	**$ 240**	**$ —**	**$ 118,313**	**$ (13,525)**	**$ 4,619**	**$ 109,647**
Net income	—	—	—	—	—	6,555	6,555
Other comprehensive loss, net of tax	—	—	—	—	(2,718)	—	(2,718)
Capital contribution from parent	—	—		13,000	—	—	13,000
Capital distribution to parent	—	—	—	—	—	—	—
Stock-based compensation expense	—	—	—	157	—	—	157
Balance, June 30, 2023	**24,000,000**	**240**	**$ —**	**$ 131,470**	**$ (16,243)**	**$ 11,174**	**$ 126,641**

See accompanying Notes to the Condensed Consolidated Financial Statements.

Bowhead Specialty Holdings Inc.
Condensed Consolidated Statements of Cash Flows (Unaudited)

	Six Months Ended June 30,	
	2024	**2023**
	($ in thousands)	
Cash flows from operating activities:		
Net income	$ 12,545	$ 11,555
Adjustments to reconcile net income to net cash provided by operating activities:		
Net realized investment losses	(2)	—
Amortization of premium/discounts on fixed maturity securities	(2,066)	(1,078)
Stock-based compensation	2,073	265
Depreciation and amortization	1,719	679
Non-cash lease expense	378	288
Deferred income taxes	(2,591)	(1,745)
Warrant expense	332	—
Net changes in operating assets and liabilities:		
Accrued investment income	(2,068)	(1,303)
Premium balances receivable	(30,678)	(9,613)
Reinsurance recoverable	(52,636)	(31,371)
Prepaid reinsurance premiums	(17,260)	(16,545)
Deferred policy acquisition costs	(5,157)	(2,765)
Income taxes receivable	(213)	(105)
Other assets	(7,445)	(985)
Reserve for losses and loss expenses	156,719	94,451
Unearned premium	47,098	39,898
Reinsurance balances payable	5,327	8,416
Accrued expenses	(3,613)	(4,302)
Income taxes payable	(13)	(1,503)
Other liabilities	10,967	2,343
Net cash provided by operating activities	**113,416**	**86,580**
Net cash used in investing activities		
Purchases of:		
Fixed maturity securities	(219,832)	(161,044)
Short-term investments	(9,907)	(16,649)
Proceeds from the sale and maturity of:		
Fixed maturity securities	56,970	12,793
Short-term investments	6,180	51,494
Purchase of property and equipment, net	(1,599)	(1,806)
Net cash used in investing activities	**(168,188)**	**(115,212)**
Net cash provided by financing activities		
Capital contribution from parent	2,839	31,000
Proceeds from initial public offering, net	130,983	—
Net cash provided by financing activities	**133,822**	**31,000**
Net change in cash, cash equivalents and restricted cash	79,050	2,368
Cash, cash equivalents and restricted cash, beginning of period	119,768	80,651
Cash, cash equivalents and restricted cash, end of period	**$ 198,818**	**$ 83,019**
Reconciliation of restricted cash		
Cash and cash equivalents	$ 180,324	$ 72,623
Restricted cash and cash equivalents	18,494	10,396
Total cash and cash equivalents and restricted cash	**$ 198,818**	**$ 83,019**

See accompanying Notes to the Condensed Consolidated Financial Statements.

1. Nature of Operations and Significant Accounting Policies

Nature of Operations

Bowhead Specialty Holdings Inc. ("BSHI", or "the Company"), formerly known as Bowhead Holdings Inc., is a Delaware domiciled insurance holding company that is majority-owned by Bowhead Insurance Holdings LP ("BIHL"). On March 19, 2024, the Company amended the certificate of incorporation of Bowhead Holdings Inc. to change the name of the Company to Bowhead Specialty Holdings Inc. BSHI provides specialty property and casualty insurance products in the U.S., initially focusing on Casualty, Professional Liability and Healthcare risks, which are primarily written on a non-admitted (or excess and surplus ("E&S")) basis.

BSHI conducts its business operations through three wholly-owned subsidiaries. Bowhead Specialty Underwriters, Inc. ("BSUI") is Bowhead's managing general agency, holding a resident insurance license in the State of Texas, and is domiciled in the State of Delaware. Bowhead Insurance Company, Inc. ("BICI") is BSHI's insurance company subsidiary licensed and domiciled in the State of Wisconsin. Bowhead Underwriting Services, Inc. ("BUSI") is the Company's services company domiciled in the State of Delaware.

BSUI is party to three Managing General Agency Agreements ("MGA Agreements") with Homesite Insurance Company, Homesite Insurance Company of Florida, and Midvale Indemnity Company (together the "AmFam Issuing Carriers"), each of which is a wholly-owned subsidiary of American Family Mutual Insurance Company, S.I., ("AFMIC" and together with its wholly-owned subsidiaries, "AmFam"). AmFam is a related party and beneficially owns approximately 18.9% of BSHI's issued and outstanding common stock as of June 30, 2024. BSUI is also party to third-party broker agreements, allowing the direct payment of premiums from such brokers to BSUI. Through these MGA agreements, BSUI writes premium and provides claim handling services on behalf of the AmFam Issuing Carriers, and BICI assumes 100% of the premium, net of any inuring third-party reinsurance, through a Quota Share Agreement with AFMIC (the "AmFam Quota Share Agreement"). AmFam receives a ceding fee on net premiums assumed by BICI ("Ceding Fee"). BICI is also party to an Insurance Trust Agreement pursuant to which BICI provides collateral to support the obligations of the AmFam Quota Share Agreement.

The Company is organized as a single operating and reportable segment through which it offers a variety of specialty insurance products to a number of markets.

Basis of Presentation

The accompanying condensed consolidated financial statements for BSHI and its wholly-owned subsidiaries ("Bowhead") are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and do not contain all of the information and footnotes required by U.S. GAAP for complete financial statements. As such, the disclosures provided herein should be read in conjunction with the Company's latest annual financial statements. In the opinion of management, the condensed consolidated financial statements reflect all adjustments, consisting of only normal recurring adjustments, necessary for the fair statement of the Company's financial position. All intercompany transactions and balances are eliminated in consolidation. Interim results are not necessarily indicative of results of operations for the full year.

Use of Estimates

The preparation of the condensed financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Changes in circumstances could cause actual results to differ materially from those estimates. Significant estimates in the Company's condensed consolidated financial statements include, but are not limited to, reserves for losses and loss adjustment expenses, reinsurance recoverable on unpaid losses and loss adjustment expenses, fair value of investments, and income taxes.

Management bases its estimates and assumptions on historical experience and other factors, including the current economic environment and on various other judgments that it believes to be reasonable under the circumstances. Management periodically reviews its estimates and assumptions and makes adjustments thereto when

facts and circumstances dictate. Changes in accounting estimates and underlying assumptions are recognized prospectively in the condensed consolidated financial statements.

Basic and Diluted Earnings Per Share

Basic earnings per share is calculated by dividing net income by the weighted-average common stock outstanding for the period. Diluted earnings per share follows the basic earnings per share calculation, except the denominator is increased to reflect the dilution that may occur if equity based awards are converted into common stock equivalents, as calculated using the treasury stock method. Anti-dilutive equity based awards, which are awards that would increase earnings per share upon conversion under the treasury stock method, are excluded in the calculation of diluted earnings per share.

See Note 10 for the computation of basic and diluted earnings per share.

Stock Split

On May 9, 2024, the Company effected a 240 thousand-for-1 forward split of each outstanding share of BSHI's common stock, par value $0.01 per share. As a result of the forward stock split, 100 shares of common stock issued and outstanding was increased to 24,000,000 shares of issued and outstanding common stock, without any change in the par value per share. All share, per share and related information presented in the condensed consolidated financial statements and accompanying notes have been retroactively adjusted, where applicable, to reflect the impact of the forward stock split.

Initial Public Offering ("IPO")

On May 28, 2024, the Company completed an upsized IPO with the sale of 8,658,823 shares of common stock at a price to the public of $17.00 per share, including 1,129,411 shares sold upon the exercise in full of the underwriters' option to purchase additional shares. After underwriter discounts, commissions and offering expenses, net proceeds from the IPO were approximately $131.0 million.

Stock-Based Compensation

Class P Interests

BIHL, the majority stockholder of BSHI, issued Class P Interests to certain employees in connection with the Company's pre-IPO employee compensation structure. Each Class P Interest is structured as a profit interest award and entitles the employees to profits after the partners of BIHL receive a return of their initial investment. The Class P Interests are accounted for as equity under accounting standards codification ("ASC") 718, Compensation – Stock Compensation ("ASC 718"). The fair value of the compensation cost incurred under these awards is measured at the date of grant based on the fair value of the award and is recognized as operating expenses within the Condensed Consolidated Statements of Income and Comprehensive Income, using a graded method over the requisite service period. The Company recognizes any award forfeitures when they occur.

2024 Plan

On May 22, 2024, the Company's Board of Directors (the "Board") approved and adopted the 2024 Omnibus Incentive Plan (the "2024 Plan"), which provides for the grant of stock options (including incentive stock options ("ISOs") and nonqualified stock options), stock appreciation rights, restricted stock, restricted stock units ("RSUs"), other stock-based awards, stock bonuses, cash awards and substitute awards.

Under the 2024 Plan, the Company granted RSUs to the Company's employees and certain Board directors, and performance stock units ("PSUs") to its chief executive officer (the "CEO").

Restricted Stock Units

The RSUs are subject to a service condition and are accounted for as equity under ASC 718. The RSUs are valued based on the fair value of the underlying award, which is Bowhead's common stock, at the date of grant. The Company recognizes the compensation cost for the RSUs on a straight-line basis over the awards' vesting period as operating expenses within the Company's Condensed Consolidated Statements of Income and Comprehensive Income. The Company recognizes any award forfeitures when they occur.

Performance Stock Units

The PSUs are subject to both a service and a market condition, and may be settled in cash upon the occurrence of an event that is outside of the Company's control. The PSUs are accounted for as mezzanine equity on the Company's Condensed Consolidated Balance Sheets under ASC 718 until the vesting date. The PSUs are measured at fair value based on a Monte Carlo simulation model. The Company recognizes the compensation cost for PSUs on a straight-line basis over the award's vesting period as operating expenses within the Company's Condensed Consolidated Statements of Income and Comprehensive Income. If the market condition is not achieved, previously recognized compensation expense is not reversed. The Company recognizes any award forfeitures when they occur.

Warrants

On May 22, 2024, the Board approved the issuance of warrants to AmFam, a related party of the Company, to purchase shares of the Company's common stock. The warrants are subject to a service condition and are accounted for as equity under ASC 718. The fair value of the warrants are based on Black-Scholes-Merton pricing models. The Company recognizes compensation cost for the warrants on a quarterly basis over the awards' vesting period as warrant expense within the Company's Condensed Consolidated Statements of Income and Comprehensive Income. The Company recognizes any award forfeitures when they occur.

See Note 9 for additional information on the Company's stock-based compensation.

Deferred Financing Fees

Costs associated with the establishment of a senior secured revolving credit facility have been deferred and are amortized using the straight-line method over the terms of such instruments. Unamortized deferred financing fees are presented within other assets on the Company's Condensed Consolidated Balance Sheets, and amortization expenses related to such costs are included in credit facility interest expenses and fees in the Company's Condensed Consolidated Statements of Income and Comprehensive Income.

Recent Accounting Pronouncements

Recently Adopted Accounting Standards

The Company has not adopted any new accounting standards during the three and six months ended June 30, 2024.

Recently Issued Accounting Standards Not Yet Adopted

The Company is an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act, until such time as those standards apply to private companies. The Company is provided an option to adopt new or revised accounting guidance as an "emerging growth company" under the JOBS Act either (1) within the same periods as those otherwise applicable to public business entities, or (2) within the same time periods as private companies, including early adoption when permissible.

There are no prospective accounting standards which, upon their effective date, would have a material impact on the Company's condensed consolidated financial statements.

2. Investments

The following table summarizes the amortized cost and fair value of the Company's fixed maturity securities, all of which are classified as available for sale:

As of June 30, 2024	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
		($ in thousands)		
Fixed maturity securities				
U.S. government and government agency	$ 298,225	$ 50	$ (495)	$ 297,780
State and municipal	56,978	—	(5,472)	51,506
Commercial mortgage-backed securities	41,970	19	(1,083)	40,906
Residential mortgage-backed securities	148,670	827	(5,637)	143,860
Asset-backed securities	54,650	100	(858)	53,892
Corporate	121,289	63	(3,097)	118,255
Total	**$ 721,782**	**$ 1,059**	**$ (16,642)**	**$ 706,199**

As of December 31, 2023	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
		($ in thousands)		
Fixed maturity securities				
U.S. government and government agency	$ 252,294	$ 579	$ (332)	$ 252,541
State and municipal	55,984	—	(5,264)	50,720
Commercial mortgage-backed securities	26,573	29	(1,166)	25,436
Residential mortgage-backed securities	79,032	680	(5,010)	74,702
Asset-backed securities	42,964	32	(963)	42,033
Corporate	112,166	80	(3,054)	109,192
Total	**$ 569,013**	**$ 1,400**	**(15,789)**	**$ 554,624**

a) Contractual Maturity of Fixed Maturity Securities

The amortized cost and fair value of fixed maturity securities at June 30, 2024 and December 31, 2023, by contractual maturity, are shown below. Actual maturities may differ from contractual maturities because certain issuers may have the right to call or prepay obligations.

As of June 30, 2024	Amortized Cost	Fair Value
	($ in thousands)	
Fixed maturity securities		
Due in one year or less	$ 191,050	$ 190,739
Due after one year through five years	221,169	217,001
Due after five years through ten years	46,896	44,858
Due after ten years	17,377	14,943
	476,492	467,541
Commercial mortgage-backed securities	41,970	40,906
Residential mortgage-backed securities	148,670	143,860
Asset-backed securities	54,650	53,892
Total	**$ 721,782**	**$ 706,199**

As of December 31, 2023	Amortized Cost	Fair Value
	($ in thousands)	
Fixed maturity securities		
Due in one year or less	$ 254,656	$ 254,443
Due after one year through five years	122,274	118,585
Due after five years through ten years	27,145	25,265
Due after ten years	16,369	14,160
	420,444	412,453
Commercial mortgage-backed securities	26,573	25,436
Residential mortgage-backed securities	79,032	74,702
Asset-backed securities	42,964	42,033
Total	**$ 569,013**	**$ 554,624**

b) Net Investment Income

The components of net investment income were derived from the following sources:

	Three Months Ended June 30,	
	2024	2023
	($ in thousands)	
U.S. government and government agency	$ 3,836	$ 656
State and municipal	388	388
Commercial mortgage-backed securities	468	363
Residential mortgage-backed securities	1,920	246
Asset-backed securities	(33)	894
Corporate	1,071	893
Short-term investments	103	208
Cash and cash equivalents	1,204	511
Gross investment income	8,957	4,159
Investment expenses	(180)	(111)
Net investment income	**$ 8,777**	**$ 4,048**

	Six Months Ended June 30,	
	2024	**2023**
	($ in thousands)	
U.S. government and government agency	7,523	$ 938
State and municipal	775	775
Commercial mortgage-backed securities	842	628
Residential mortgage-backed securities	2,164	462
Asset-backed securities	1,040	1,493
Corporate	2,003	1,589
Short-term investments	215	631
Cash and cash equivalents	2,219	1,096
Gross investment income	16,781	7,612
Investment expenses	(344)	(211)
Net investment income	**$ 16,437**	**$ 7,401**

c) Net Realized Investment Gains (Losses)

There were $1.9 thousand net realized investment gains (losses) for the three and six months ended June 30, 2024 from the sale of investments and nil for the three and six months ended June 30, 2023.

d) Restricted Assets

The Company is required to maintain assets as collateral in trust accounts to support the obligations of the AmFam Quota Share Agreement. The assets held in trust include fixed maturity securities, short-term investments and restricted cash and cash equivalents. The Company is entitled to interest income earned on these restricted assets, which is included in net investment income in the Condensed Consolidated Statements of Income and Comprehensive Income.

The following table summarizes the value of the Company's restricted assets disclosed in the Condensed Consolidated Balance Sheets:

As of	June 30, 2024	December 31, 2023
	($ in thousands)	
U.S. government and government agency	$ 224,415	$ 142,297
State and municipal	19,428	19,585
Commercial mortgage-backed securities	20,781	9,333
Residential mortgage-backed securities	77,507	35,313
Asset-backed securities	33,330	23,798
Corporate	59,189	49,632
Restricted fixed maturity securities	434,650	279,958
Restricted short-term investments	12,712	4,864
Restricted cash and cash equivalents	18,494	1,698
Restricted assets	**$ 465,856**	**$ 286,520**

e) Gross Unrealized Losses

The following table summarizes available for sale securities in an unrealized loss position, the fair value and gross unrealized loss by length of time the security has been in a continual unrealized loss position:

	Less than 12 Months		12 Months or Greater		Total	
As of June 30, 2024	**Fair Value**	**Gross Unrealized Losses**	**Fair Value**	**Gross Unrealized Losses**	**Fair Value**	**Gross Unrealized Losses**
			($ in thousands)			
Fixed maturity securities						
U.S. government and government agency	$ 212,928	$ (336)	$ 20,055	$ (159)	$ 232,983	$ (495)
State and municipal	1,026	(4)	50,480	(5,468)	51,506	(5,472)
Commercial mortgage-backed securities	9,883	(98)	18,364	(985)	28,247	(1,083)
Residential mortgage-backed securities	49,110	(284)	40,197	(5,353)	89,307	(5,637)
Asset-backed securities	15,946	(81)	23,614	(777)	39,560	(858)
Corporate	34,712	(220)	76,048	(2,877)	110,760	(3,097)
Total	**$ 323,605**	**$ (1,023)**	**$ 228,758**	**$ (15,619)**	**$ 552,363**	**$ (16,642)**

	Less than 12 Months		12 Months or Greater		Total	
As of December 31, 2023	**Fair Value**	**Gross Unrealized Losses**	**Fair Value**	**Gross Unrealized Losses**	**Fair Value**	**Gross Unrealized Losses**
			($ in thousands)			
Fixed maturity securities						
U.S. government and government agency	$ 48,598	$ (69)	$ 10,970	$ (263)	$ 59,568	$ (332)
State and municipal	2,992	(14)	47,728	(5,250)	50,720	(5,264)
Commercial mortgage-backed securities	2,485	(53)	18,423	(1,113)	20,908	(1,166)
Residential mortgage-backed securities	17,536	(609)	31,502	(4,401)	49,038	(5,010)
Asset-backed securities	16,253	(71)	18,491	(892)	34,744	(963)
Corporate	24,976	(173)	62,733	(2,881)	87,709	(3,054)
Total	**$ 112,840**	**$ (989)**	**$ 189,847**	**$ (14,800)**	**$ 302,687**	**$ (15,789)**

All of the securities in an unrealized loss position are rated investment grade. For fixed maturity securities that management does not intend to sell or are required to sell, there is no portion of the decline in value that is considered to be due to credit factors that would be recognized in earnings. Declines in value are considered to be due to non-credit factors and are recognized in Other Comprehensive Income.

The Company has evaluated its fixed maturity securities in an unrealized loss position and concluded that the unrealized losses are due primarily to temporary market and sector-related factors rather than to issuer-specific factors. None of these securities are delinquent or in default under financial covenants. Based on the assessment of these issuers, the Company expects them to continue to meet their contractual payment obligations as they become due.

3. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is determined based on a fair value hierarchy that prioritizes the use of observable inputs over the use of unobservable inputs and requires the use of observable inputs when available. The Company utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels, as follows:

- Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities.
- Level 2: Significant other observable inputs other than Level 1 inputs, such as quoted prices in active markets for similar assets or liabilities, quoted prices in inactive markets for identical assets or liabilities, or other inputs that are directly or indirectly observable through market-corroborated inputs, such as interest rates, yield curves, prepayment speeds, default rates, or loss severities.
- Level 3: Significant unobservable inputs used to measure fair value to the extent that relevant observable inputs are not available, and that reflect the Company's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the measurement date.

The Company's investments in fixed maturity securities, all of which are classified as available for sale, are carried at fair value. All of the Company's fixed maturity securities investments were priced by independent pricing services. The prices provided by the independent pricing services are estimated based on observable market data in active markets utilizing pricing models and processes, which may include benchmark yields, reported trades, broker/dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers, sector groupings, matrix pricing and reference data. Under certain circumstances, if a vendor price is unavailable, a price may be obtained from a broker. The pricing services may prioritize inputs differently on any given day for any security based on market conditions, and not all inputs are available for each security evaluation on any given day. The pricing services used by the Company have indicated that they will only produce an estimate of fair value if objectively verifiable information is available. The determination of whether markets are active or inactive is based upon the volume and level of activity for a particular asset class.

The fair values of short-term investments approximate their carrying values due to their short-term maturity.

The following table presents the Company's investments measured at fair value by level:

As of June 30, 2024	Level 1	Level 2	Level 3	Total
		($ in thousands)		
Fixed maturity securities				
U.S. government and government agency	$ 296,545	$ 1,235	$ —	$ 297,780
State and municipal	—	51,506	—	51,506
Commercial mortgage-backed securities	—	40,906	—	40,906
Residential mortgage-backed securities	—	143,860	—	143,860
Asset-backed securities	—	53,892	—	53,892
Corporate	—	118,255	—	118,255
Total fixed maturity securities	296,545	409,654	—	706,199
Short-term investments	9,916	2,796	$ —	12,712
Total investments	**$ 306,461**	**$ 412,450**	**$ —**	**$ 718,911**

As of December 31, 2023	Level 1	Level 2	Level 3	Total
		($ in thousands)		
Fixed maturity securities				
U.S. government and government agency	$ 251,332	$ 1,209	$ —	$ 252,541
State and municipal	—	50,720	—	50,720
Commercial mortgage-backed securities	—	25,436	—	25,436
Residential mortgage-backed securities	—	74,702	—	74,702
Asset-backed securities	—	42,033	—	42,033
Corporate	—	109,192	—	109,192
Total fixed maturity securities	251,332	303,292	—	554,624
Short-term investments	3,960	4,864	—	8,824
Total investments	**$ 255,292**	**$ 308,156**	**$ —**	**$ 563,448**

4. Reserve for Losses and Loss Adjustment Expenses

The table below provides a reconciliation of the beginning and ending reserve balances for the six months ended June 30, 2024 and June 30, 2023:

	June 30, 2024	June 30, 2023
	($ in thousands)	
Gross reserves for losses and loss adjustment expenses, beginning of year	$ 431,186	$ 207,051
Reinsurance recoverable on unpaid losses, beginning of year	136,273	63,381
Net reserves for unpaid losses and loss adjustment expenses, beginning of year	$ 294,913	$ 143,670
Net incurred losses and loss adjustment expenses related to:		
Current accident year	113,338	70,411
Prior accident years	—	457
	113,338	70,868
Net paid losses and loss adjustment expenses related to:		
Current accident year	874	532
Prior accident years	9,502	6,092
	10,376	6,624
Net reserves for unpaid losses and loss adjustment expenses, end of period	**$ 397,875**	**$ 207,914**
Reinsurance recoverable on unpaid losses, end of period	190,030	93,588
Gross reserves for losses and loss adjustment expenses, end of period	**$ 587,905**	**$ 301,502**

During the six months ended June 30, 2024 and 2023, there was nil and $0.5 million of prior accident year unfavorable loss development, respectively.

5. Premiums and Reinsurance Related Information

The following table summarizes the effects of reinsurance on the Company's written and earned premiums and losses and loss adjustment expenses:

Three Months Ended June 30, 2024	Written Premiums	Earned Premiums	Losses and Loss Adjustment Expenses
		($ in thousands)	
Assumed	$ 175,539	$ 139,015	$ 87,927
Ceded	(63,486)	(48,928)	(28,909)
Net	**$ 112,053**	**$ 90,087**	**$ 59,018**

Three Months Ended June 30, 2023	Written Premiums	Earned Premiums	Losses and Loss Adjustment Expenses
		($ in thousands)	
Assumed	$ 116,742	$ 90,966	$ 54,439
Ceded	(40,310)	(29,592)	(17,030)
Net	**$ 76,432**	**$ 61,374**	**$ 37,409**

Six Months Ended June 30, 2024	Premiums Written	Premiums Earned	Losses and Loss Adjustment Expenses
		($ in thousands)	
Assumed	$ 313,971	$ 266,873	$ 169,206
Ceded	(111,066)	(93,806)	(55,868)
Net	**$ 202,905**	**$ 173,067**	**$ 113,338**

Six Months Ended June 30, 2023	Premiums Written	Premiums Earned	Losses and Loss Adjustment Expenses
		($ in thousands)	
Assumed	$ 212,448	$ 172,549	$ 102,389
Ceded	(72,059)	(55,513)	(31,521)
Net	**$ 140,389**	**$ 117,036**	**$ 70,868**

All assumed amounts are assumed through the AmFam Quota Share Agreement as described in Note 11.

For the three months ended June 30, 2024 and 2023, Bowhead ceded $7.1 million and $4.4 million of written premium, $4.9 million and $1.7 million of earned premium and $2.9 million and $1.0 million of losses and loss adjustment expenses to a subsidiary of AmFam, respectively.

For the six months ended June 30, 2024 and 2023, Bowhead ceded $11.9 million and $7.3 million of written premium, $9.4 million and $2.6 million of earned premium and $5.6 million and $1.5 million of losses and loss adjustment expenses to a subsidiary of AmFam, respectively.

The following table summarizes reinsurance recoverable on paid and unpaid losses and loss adjustment expenses:

As of	June 30, 2024	December 31, 2023
	($ in thousands)	
Reinsurance recoverable on unpaid losses and loss adjustment expenses	$ 190,030	$ 136,273
Reinsurance recoverable on paid losses and loss adjustment expenses	1,995	3,116
Reinsurance recoverable	**$ 192,025**	**$ 139,389**

The following table summarizes the Company's top five reinsurers, their A.M. Best financial strength rating and percent of total reinsurance recoverable as of June 30, 2024 and December 31, 2023:

Reinsurer	A.M. Best Rating	June 30, 2024	December 31, 2023
Renaissance Reinsurance U.S. Inc	A+	29.7%	29.8%
Endurance Assurance Corporation	A+	24.0%	24.4%
Markel Global Reinsurance Company	A	22.7%	24.5%
Ascot Bermuda Limited	A	9.1%	7.3%
Partner Reinsurance Company of the U.S.	A+	6.1%	8.5%
All other reinsurers	At least A	8.4%	5.5%
Total		**100.0%**	**100.0%**

As of June 30, 2024 and December 31, 2023, $11.5 million and $5.9 million, respectively, of the Company's reinsurance recoverable balance is with a subsidiary of AmFam.

6. Leases

Prior to entering into the new sublease agreement described below, the Company and its subsidiaries had a right to use two distinct office spaces in New York and Chicago under separate lease agreements. On May 6, 2024, the Company entered into a sublease agreement for the right to use ("ROU") an additional office space in New York. The term of the sublease commences on June 1, 2024, and will expire on December 30, 2027, with no option to extend. The annual rent of the sublease is approximately $1.3 million and is payable monthly in advance. In connection with the sublease agreement, the Company delivered a security deposit in the form of a letter of credit of approximately $1.0 million to the sublandlord. The Company is also responsible for certain other costs under the sublease, such as taxes, operating expenses, and electricity. All of the Company's leases are classified as operating leases and the Company was not party to any finance lease arrangements as of and during the three and six months ended June 30, 2024 and 2023. The ROU asset and lease liability balances as of June 30, 2024 were $4.2 million and $4.2 million, respectively, and the ROU asset and lease liability balances as of December 31, 2023, were $0.5 million and $0.7 million, respectively.

The terms of the operating leases range from three and a half years to five years, from the dates the Company gained access to the spaces, through to the stated termination dates, which expire in August 2024, May 2025, and December 2027, respectively. Although the Chicago operating lease agreement contains an option to extend the lease term, the Company is not reasonably certain it will exercise this option. Due to this uncertainty, in the measurement of the lease liability, the Company has excluded the period covered by the renewal option from the lease terms.

With the exception of the New York sublease that commenced on June 1, 2024, the lease agreements contain rent escalation features that are reflected in the Company's lease liability balances. Since the discount rates implicit in the leases are not readily available, the Company used an incremental borrowing rate to discount the remaining lease payments in measuring the lease liability. The Company did not incur any initial direct costs or make prepayments in connection with its lease arrangements; as such, these amounts are not reflected in the ROU asset.

Lease expense for the three months ended June 30, 2024 and 2023 was $0.3 million and $0.1 million, respectively, and for the six months ended June 30, 2024 and 2023 was $0.4 million and $0.3 million, respectively. Lease expense is recognized on a straight-line basis over the lease term in operating expenses within the Condensed Consolidated Statements of Income and Comprehensive Income. The Company has immaterial variable lease costs and no short-term leases for the three and six months ended June 30, 2024 and 2023.

The following table summarizes the Company's future minimum lease payment obligations under non-cancelable operating leases as of June 30, 2024:

As of	June 30, 2024
	($ in thousands)
Contractual maturities:	
Remaining 2024	$ 527
2025	1,421
2026	1,331
2027	1,331
Later years	—
Total undiscounted future minimum lease payments	4,610
Less: Discount impact	375
Total discounted operating lease liability	**$ 4,234**

The weighted average remaining lease term and weighted average discount rate for the Company's operating leases as of June 30, 2024 were 3.3 years and 4.8%, respectively.

Cash paid for operating leases for the three months ended June 30, 2024 and 2023 was $0.3 million and $0.2 million, respectively, and for the six months ended June 30, 2024 and 2023 was $0.5 million and $0.4 million, respectively. There were no non-cash additions from new and remeasured leases that resulted in an increase to the ROU asset and lease liability.

7. Revolving Credit Facility

On April 22, 2024, the Company entered into a Credit Agreement (the "Credit Agreement") with certain lenders and JPMorgan Chase Bank, N.A., as administrative agent, swingline lender and issuing bank. The Credit Agreement provides for a senior secured revolving credit facility (the "Facility") in the aggregate principal amount of $75 million, which includes a $5 million sub-facility for letters of credit. All obligations under the Facility and obligations in respect of certain cash management services and swap agreements with the lenders and their affiliates are (i) unconditionally guaranteed by certain of the Company's subsidiaries and (ii) secured by a first-priority perfected lien in substantially all of the Company's and the subsidiaries guarantors' assets. The Credit Agreement contains certain customary covenants, including financial maintenance covenants. The Company was in compliance with all of the Facility's covenants as of June 30, 2024. The Facility matures on the earlier of April 22, 2027, or 91 days prior to the MGA Agreement termination date where no MGA Agreement replacement is found. The Company may request that the lenders extend the maturity date by an additional year, provided that the request is made no earlier than 90 days and no later than 55 days prior to the first or second anniversary of the effective date of the Facility.

Interest on the Facility is based on a floating rate indexed to either (i) adjusted term Secured Overnight Financing Rate ("SOFR") plus an applicable rate, (ii) the greater of (a) the prime rate, (b) the Federal Reserve Bank of New York rate plus 0.5% per annum and (c) the adjusted term SOFR rate for a one-month interest period plus 1% per annum, plus an applicable rate, or (iii) the adjusted daily simple SOFR plus an applicable rate. As of June 30, 2024, the Company did not have any borrowings outstanding under the Facility.

The Company had unamortized deferred financing fees related to the Facility of $1.7 million as of June 30, 2024, and recognized amortization expenses for deferred financing fees of $0.2 million for the three and six months ended June 30, 2024, respectively.

8. Stockholders' Equity

Capital Stock

The Company's authorized capital stock consists of 400,000,000 shares of common stock, par value $0.01 per share.

BIHL Contribution

During the three months ended June 30, 2024 and 2023, BIHL contributed additional paid-in capital of $1.4 million and $13.2 million, respectively, to the Company without issuing additional shares.

During the six months ended June 30, 2024 and 2023, BIHL contributed additional paid-in capital of $4.5 million and $31.3 million, respectively, to the Company without issuing additional shares.

Public Offerings

On May 23, 2024, the Company completed an upsized IPO with the sale and issuance of 8,658,823 shares of its common stock at a price of $17.00 per share. The Company received net proceeds from the offering of $131.0 million.

9. Stock-Based Compensation

Class P Interests

On October 14, 2020, BIHL established and authorized for issuance 40,750,000 Class P Interests for certain key employees of the Company. In December 2023 and January 2024, BIHL authorized for issuance an additional 4,766,315 and 553,048 Class P Interests, respectively, for a total of 46,069,363 Class P Interests authorized for issuance as of June 30, 2024. Each grant is subject to vesting and repurchase provisions, as well as other conditions.

On June 30, 2024, in preparation for the dissolution of BIHL, the general partners of BIHL approved the valuation and the acceleration of unvested Class P Interests, which upon the dissolution of BIHL will be exchanged for shares of the Company's common stock held by BIHL with no further vesting conditions. Accordingly, on June 30, 2024, the Company accelerated the remaining unrecognized compensation cost associated with the Class P Interests of $1.3 million through operating expenses within the Company's Condensed Consolidated Statements of Income and Comprehensive Income. See Note 15 for additional information on the dissolution of BIHL.

2024 Plan

On May 22, 2024, the Board approved and adopted the 2024 Plan, which provides for the grant of stock options (including ISOs and nonqualified stock options), stock appreciation rights, restricted stock, RSUs, other stock-based awards, stock bonuses, cash awards and substitute awards.

A total of 3,152,941 shares of common stock were initially authorized and reserved for issuance under the 2024 Plan. The reserve increases on January 1 of each year, starting in 2025, by an amount equal to the lesser of: (a) 2.0% of the fully-diluted shares on the preceding December 31, and (b) a smaller amount as determined by the Board.

On May 22, 2024, the Board approved the grant of RSUs to the Company's employees and certain Board directors, and PSUs to its CEO. As of June 30, 2024, 891,526 shares of common stock were granted under the 2024 Plan.

Restricted Stock Units

On May 22, 2024, the Board approved the grant of 762,115 RSUs with a grant-date fair value of $17.00 per share. The RSUs issued to employees and a one-time issuance to one of the Company's directors have a four-year vesting period. These RSUs vest 20% per year for the first three years following issuance and 40% at the end of the fourth year, and are contingent upon the employee's continuous employment or the director's continuous service as a director with the Company throughout the vesting period. In addition, the RSUs issued to directors of the Company under the Company's non-employee director compensation policy are contingent upon the director's continuous service as a director through the vesting date, which is the earliest of: (a) the one-year anniversary of the grant date, (b) the date of the regular annual meeting of the Company's stockholders held following the grant date, or (c) the date of the consummation of a change in control.

The following table provides a summary of RSU activities during the six months ended June 30, 2024:

	Number of RSUs	Weighted Average Grant-Date Fair Value
Granted and unvested at December 31, 2023	—	$ —
Granted	762,115	17.00
Vested	—	—
Forfeited	—	—
Granted and unvested at June 30, 2024	**762,115**	**$ 17.00**

The Company recognizes the compensation cost for the RSUs on a straight-line basis over the awards' vesting period.

The Company recognized compensation costs associated with the RSUs of $0.4 million in the three and six-month periods ended June 30, 2024, compared to nil for the same periods in 2023.

As of June 30, 2024, total unrecognized compensation cost for the RSUs was $12.6 million and the weighted average period over which the cost is expected to be recognized is approximately 3.8 years.

Performance Stock Units

On May 22, 2024, the Board approved the grant of 129,411 PSUs to the Company's CEO. The grant-date fair value of the PSUs, which was valued based on a Monte Carlo simulation model, was $10.04 per share. The PSUs include both a service and a market condition, and may be settled in cash upon the occurrence of an event that is outside of the Company's control. The vesting of the PSUs are contingent upon the CEO's continuous employment and service to the Company through May 22, 2027. The number of PSUs earned, which range from 0 - 125% of the PSUs granted, are based on the achievement of certain compounded annual growth rate milestones of BSHI's common stock compared its IPO price of $17.00 per share for any 20 business day period between the second and third anniversaries of the grant date.

Since the PSUs are required to be settled in cash upon the occurrence of an event that is outside of the Company's control, the PSUs are accounted for as mezzanine equity on the Company's Condensed Consolidated Balance Sheets until the vesting date.

The following table provides a summary of PSU activity during the six months ended June 30, 2024:

	Number of PSUs	Weighted Average Grant-Date Fair Value
Granted and unvested at December 31, 2023	—	$ —
Granted	129,411	10.04
Vested	—	—
Forfeited	—	—
Granted and unvested at June 30, 2024	**129,411**	**$ 10.04**

The following table summarizes the significant inputs used in the Monte Carlo simulation model to determine the grant-date fair value of the PSUs awarded:

	Inputs
Expected term (in years)	3
Expected volatility	27.0%
Expected dividend yield	—%
Risk-free interest rate	4.6%

The Company recognizes the compensation cost for PSUs on a straight-line basis over the award's vesting period.

The Company recognized compensation costs associated with the PSUs of $46.3 thousand in the three and six-month periods ended June 30, 2024, compared to nil for the same period in 2023.

As of June 30, 2024, total unrecognized compensation cost for the PSUs was $1.3 million and the weighted average period over which the cost is expected to be recognized is approximately 2.9 years.

Warrants

On May 22, 2024, the Board approved the issuance of warrants to AmFam to purchase 1,614,250 shares of the Company's common stock (the warrants associated with such shares the "Initial Warrants") and, upon the exercise of the underwriters overallotment option, on May 28, 2024, the Company issued to AmFam warrants to purchase 56,471 additional shares of the Company's common stock (the warrants associated with such additional shares, individually, the "Overallotment Warrants" and together with the Initial Warrants, the "Warrants").

The Warrants, which are subject to a five-year service condition, are accounted for as stock-based compensation under ASC 718. The grant-date fair value of the Initial Warrants and Overallotment Warrants were $9.13 per share and $17.50 per share, respectively. The Warrants vest 20% per year over the five-year service period and have a stated and weighted average exercise price of $17.00 per share. The vested portion of the Warrants may be exercised at any time, in whole or in part, until the ten-year anniversary of the issuance dates.

As of June 30, 2024, none of the Warrants have vested or have been exercised.

The following table summarizes the significant inputs used in the Black-Scholes-Merton pricing models to determine the grant-date fair value of the Warrants issued:

	Initial Warrants	Overallotment Warrants
Expected term (in years)	10	10
Expected volatility	34.0%	34.0%
Expected dividend yield	—%	—%
Risk-free interest rate	4.4%	4.5%

The Company recognizes compensation cost for the Warrants on a quarterly basis over the awards' vesting period.

The Company recognized compensation costs associated with the Warrants of $0.3 million in the three and six-month periods ended June 30, 2024, compared to nil for the same period in 2023. As of June 30, 2024, total unrecognized compensation cost for the Warrants were $15.4 million.

10. Earnings Per Share

The following table provides the calculation of basic and diluted earnings per share:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	($ in thousands, except share and per share data)			
Numerator				
Net income	$ 5,533	$ 6,555	$ 12,545	$ 11,555
Denominator				
Basic weighted average shares outstanding	27,648,869	24,000,000	25,824,434	24,000,000
Effect of dilutive awards:				
Restricted stock units	87,916	—	43,958	—
Performance stock units	34,323	—	17,162	—
Warrants[1]	—	—	—	—
Diluted weighted average shares outstanding	**27,771,108**	**24,000,000**	**25,885,554**	**24,000,000**
Earnings per share				
Basic	**$ 0.20**	**$ 0.27**	**$ 0.49**	**$ 0.48**
Diluted	**$ 0.20**	**$ 0.27**	**$ 0.48**	**$ 0.48**

(1) As of June 30, 2024 and 2023, there were 1,670,721 and nil anti-dilutive awards, respectively, that were excluded from the calculation of diluted weighted-average shares outstanding.

11. Related Party Transactions

BIHL is a limited partnership domiciled in the State of Delaware. BIHL's capital partners include GPC Partners (Investments (SPV III) LP ("GPC Fund"), AmFam, and other minority owners as partners in BIHL. BIHL owns 73.5% of the Company, and as of June 30, 2024, BIHL contributed $183.3 million into the Company, of which $1.4 million and $13.2 million were contributed in the three months ended June 30, 2024 and 2023, respectively, and of which $4.5 million and $31.3 million were contributed in the six months ended June 30, 2024 and 2023, respectively.

BICI is party to the AmFam Quota Share Agreement, which has been effective since 2020. Under the quota share agreement, BICI assumes 100% of all Casualty, Professional Liability and Healthcare risks, net of inuring third-party reinsurance, written on behalf of AmFam by BSUI. AmFam receives a ceding fee on net premiums assumed by BICI. BICI is required to set aside assets in a trust to secure a portion of its reinsurance recoverable obligation under the agreement.

BSUI has separate MGA Agreements with each of the AmFam Issuing Carriers. Under these agreements, BSUI is permitted to issue insurance policies on behalf of the AmFam Issuing Carriers and is also responsible for providing accounting, claims handling and other necessary services to the AmFam Issuing Carriers to support its respective regulatory, statutory and other compliance requirements. BSUI is entitled to commission in exchange for

these services, which is adjusted to equal actual costs for each month in accordance with the terms of the MGA Agreements.

In 2024 and 2023, BICI entered into a ceded quota share reinsurance treaty and a ceded excess of loss reinsurance treaty with reinsurers, in which a separate subsidiary of AmFam participated. In addition, BICI also entered into ceded cyber professional lines quota share reinsurance treaties with reinsurers, in which a subsidiary of AmFam also participated.

For the three months ended June 30, 2024 and 2023, Bowhead incurred $2.0 million and $1.3 million of ceding fees under the AmFam Quota Share Agreement and ceded $7.1 million and $4.4 million of written premiums to AmFam under the ceded reinsurance treaties described above, respectively.

For the six months ended June 30, 2024 and 2023, Bowhead incurred $3.8 million and $2.5 million of ceding fees under the AmFam Quota Share Agreement and ceded $11.9 million and $7.3 million of written premiums to AmFam under these ceded reinsurance treaties described above, respectively.

12. Income Taxes

For the three months ended June 30, 2024 and 2023, the Company recorded income tax expense of $1.9 million in both periods. The effective tax rate was approximately 25.3% for the three months ended June 30, 2024, compared to 22.5% for the three months ended June 30, 2023. The effective tax rate for the three months ended June 30, 2024 differs from the statutory tax rate of 21.0% primarily due to state taxes and non-deductible expenses. The effective tax rate for the three months ended June 30, 2023 differs from the statutory tax rate of 21.0% primarily due to state taxes, non-deductible expenses, and the current period impact from a change of estimate in the prior year.

For the six months ended June 30, 2024 and 2023, the Company recorded income tax expense of $3.9 million and $3.5 million, respectively. The effective tax rate was approximately 23.8% for the six months ended June 30, 2024 compared to 23.2% for the six months ended June 30, 2023. The effective tax rate for the six months ended June 30, 2024 differs from the statutory tax rate of 21.0% primarily due to state taxes and non-deductible expenses. The effective tax rate for the six months ended June 30, 2023 differs from the statutory tax rate of 21.0% primarily due to state taxes, non-deductible expenses, and the current period impact from a change of estimate in the prior year.

13. Commitments and Contingencies

a) Concentrations of Credit Risk

The creditworthiness of a counterparty is evaluated by the Company, taking into account credit ratings assigned by independent agencies. The credit approval process involves an assessment of factors, including, among others, the counterparty, country, and industry credit exposure limits. Collateral may be required, at the discretion of the Company, on certain transactions based on the creditworthiness of the counterparty. The areas where significant concentrations of credit risk may exist include cash and cash equivalents, restricted cash and investments, premium balances receivable, and reinsurance recoverable.

Cash and Cash Equivalents, Restricted Cash and Investments

The Company maintains its cash and cash equivalents and restricted cash with high credit quality financial institutions. Cash deposits are in excess of FDIC insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on its cash, cash equivalents and restricted cash.

The Company’s available for sale investment portfolio is managed in accordance with guidelines that have been tailored to meet specific investment strategies, including standards of diversification, which limit the allowable holdings of any single issue. There were no investments, other than short-term investments and investments in U.S. government and government agency securities, in excess of 10.0% of the Company’s mezzanine equity and stockholders’ equity at June 30, 2024 and December 31, 2023.

Premium Balances Receivable

The Company underwrites a significant amount of its business through brokers and a credit risk exists should any of these brokers be unable to fulfill their contractual obligations relating to the payments of premium balances owed to the Company.

The following table summarizes the brokers that make up more than 10.0% of the Company's gross written premium for the six months ended June 30, 2024 and 2023:

Brokers	2024	2023
Ryan Specialty Group Holdings, Inc.	26.0%	28.4%
AmWINS Group, Inc.	24.5%	12.2%
Marsh & McLennan Companies	11.5%	13.8%
CRC Insurance Services, Inc.	9.4%	11.2%

For the six months ended June 30, 2024 and 2023, the Company recorded an allowance for uncollectible premiums of nil in both periods.

Reinsurance Recoverable

The Company is exposed to the credit risk associated with reinsurance recoverable to the extent that any of its reinsurers fail to meet their obligations under reinsurance contracts. The Company evaluates the financial condition of its reinsurers on a regular basis and monitors concentrations of credit risk with reinsurers. The Company assesses reinsurers based on the assigned credit and financial strength ratings from internationally recognized rating agencies.

At June 30, 2024 and December 31, 2023, 100% of the Company's reinsurers are rated "A" (Excellent) or better by A.M. Best. At June 30, 2024, the three largest balances by reinsurer accounted for 29.7%, 24.0%, and 22.7% of the Company's reinsurance recoverable balance and at December 31, 2023, the three largest balances by reinsurer accounted for 29.8%, 24.5%, and 24.4% of the Company's reinsurance recoverable balance. Refer to Note 5 for further information.

b) Purchase Obligations

The Company has entered into software service agreements that have purchase obligations depending on the amount of premiums written. The fixed and determinable portion of such purchase obligations were approximately $0.5 million due in 2024 and $1.8 million due for the years 2025 - 2028 at June 30, 2024. The obligations will increase depending on the amount of premium written by the Company over the respective years.

c) Litigation

In the ordinary course of business, the Company is subject to disputes, litigation and arbitration arising from its insurance and reinsurance operations. These matters are generally related to insurance and reinsurance claims and are considered in the establishment of reserves for losses and loss adjustment expenses. In addition, the Company may also become involved in legal actions which seek extra-contractual damages, punitive damages or penalties, including claims alleging bad faith in handling of insurance claims. The Company expects its ultimate liability with respect to such matters will not be material to its financial condition. However, adverse outcomes on such matters are possible, from time to time, and could be material to the Company's results of operations in any particular financial reporting period.

d) Other

The Company has incurred certain employment taxes, penalties and interests related to the employment taxes for an employee domiciled in the United Kingdom since 2021. The Company accrued approximately $1.5 million and $1.5 million as of June 30, 2024 and December 31, 2023, respectively, which represents its best estimate of taxes, interest, and penalties owed and for which it expects to settle in 2024.

14. Segment, Geographic, and Product Line Information

The Company is a specialty insurance group that generates revenues by underwriting and offering a variety of specialty insurance products to domestic markets through three distinct underwriting divisions. The chief operating decision maker ("CODM") is the individual responsible for allocating resources to and assessing the financial performance of segments of the entity. The CODM of the Company, the CEO, assesses the financial health and performance of the Company and makes resource allocation decisions on a consolidated basis; accordingly, the Company has a single operating and reportable segment.

The following table presents revenues by underwriting division for the three months ended June 30, 2024 and 2023:

Underwriting Division	2024	2023
	($ in thousands)	
Casualty	$ 76,350	$ 44,472
Professional Liability	24,432	24,542
Healthcare	11,271	7,418
Net written premiums	$ 112,053	$ 76,432

The following table presents revenues by underwriting division for the six months ended June 30, 2024 and 2023:

Underwriting Division	2024	2023
	($ in thousands)	
Casualty	$ 138,789	$ 81,939
Professional Liability	38,805	38,040
Healthcare	25,311	20,410
Net written premiums	**$ 202,905**	**$ 140,389**

The Company's operations and assets are located entirely within the United States, and all of its revenues are attributed to United States-based policyholders.

The Company has no single major customer representing ten percent or more of its total revenues during six months ended June 30, 2024 and 2023.

15. Subsequent Events

Management of BSHI has evaluated all events occurring after June 30, 2024 to determine whether any event required either recognition or disclosure in the financial statements.

As soon as practicable following the closing of the Company's IPO, subject to the receipt of all applicable insurance regulatory approvals, BIHL, the Company's majority stockholder, will be dissolved. On July 15, 2024, BIHL received regulatory approval to effectuate a divestiture of its ownership interests in BSHI after August 2, 2024. This divestiture will be effectuated through a dissolution of BIHL, which is expected to be completed prior to September 30, 2024.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis below contains forward-looking statements. All statements other than statements of historical facts contained in this report, including, but not limited to, statements regarding our future results of operations or financial condition, business strategy and plans, and objectives of management for future operations, are forward-looking statements. Certain of the forward-looking statements can be identified by the use of terms such as "believes," "expects," "may," "will," "should," "could," "seeks," "intends," "plans," "estimates," "anticipates" or other comparable terms. However, not all forward-looking statements contain these identifying words. These forward-looking statements include all matters that are not related to present facts or current conditions or that are not historical facts. They appear in a number of places throughout this report and include statements regarding our intentions, beliefs or current expectations concerning, among other things, our consolidated results of operations, financial condition, liquidity, prospects and growth strategies and the industries in which we operate, and including, without limitation, statements relating to our future performance. Forward-looking statements reflect our current expectations concerning future results and events, and are subject to known and unknown risks and uncertainties, many of which are beyond our control. Our actual results may differ materially from those expressed in, or implied by, the forward-looking statements included in this report as a result of various factors, including, among others:

- our inability to accurately assess our underwriting risk;
- intense competition for business in our industry;
- our inability to maintain our strategic relationship with American Family Mutual Insurance Company, S.I. ("AFMIC" and together with its subsidiaries, "AmFam");
- a decline in AmFam's financial strength rating or financial size category;
- exposure to certain risks arising out of our reliance on insurance retail agents, brokers and wholesalers as distribution channels;
- inadequate losses and loss expense reserves to cover our actual losses;
- unexpected changes in the interpretation of our coverage or provisions, including loss limitations and exclusions, in our policies;
- our reinsurers' failure to reimburse us for claims on a timely basis, or at all;
- adverse economic factors and their impact on our growth and profitability;
- existing or future regulation and our ability to comply with these regulations;
- the loss of one or more key personnel;
- disruptions of our operations due to security breaches, loss of data, cyber-attacks and other information technology failures;
- increased costs as a result of operating as a public company; and
- other risks and uncertainties discussed under the heading "Risk Factors" in Part II, Item 1A. of this report.

Please refer to "Risk Factors" in Part II, Item 1A. of this report for additional discussion of the foregoing factors and risks.

Forward-looking statements speak only as of the date they are made. We undertake no obligation to update any forward-looking statements made in this report to reflect events or circumstances after the date of this report or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually

achieve the plans, intentions, or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements.

Overview

Bowhead Specialty Holdings Inc. ("BSHI" or the "Company") is a profitable and growing company providing specialty Property and Casualty ("P&C") products. We focus on providing craft solutions in our specialty lines and classes of business that we believe require deep underwriting and claims expertise in order to produce attractive financial results. We have initially focused on underwriting Casualty, Professional Liability and Healthcare risks where our management team has deep experience. Across our underwriting divisions, our policyholders vary in size, industry and complexity and require specialized, innovative and customized solutions where we individually underwrite and structure policies for each account. As a result, our products are primarily written on an excess and surplus lines ("E&S") basis, where we have flexibility of rate and policy form. We distribute our products through carefully selected relationships with leading distribution partners in both the wholesale and retail markets.

Our principal objective is to create and sustain superior returns for our stockholders by generating consistent underwriting profits across our product lines and through all market cycles, while prudently managing capital. We believe that our current market opportunity, differentiated expertise, relationships, culture and leadership team position us well to continue to grow our business profitably. We are organized as a single operating and reportable segment.

We founded our business in September 2020, recognizing a favorable pricing environment and a growing and unmet demand from brokers and policyholders for craft solutions and quality service in complex lines of business. We built a nimble, remote-friendly organization able to attract best-in-class talent that we source nationwide to service this demand across the country who are committed to operational excellence and superior service. We originate business on the paper of AmFam through BSUI writing policies issued by AmFam under the name of AmFam and reinsure 100% of the insurance business we originate to Bowhead Insurance Company, Inc., our wholly-owned insurance company subsidiary ("BICI"). Our partnership with AmFam has enabled us to grow quickly but prudently, deploying capital and adding employees when business and growth are justified.

Components of Our Results of Operations

Gross written premiums

Gross written premiums are the amounts received, or to be received, for insurance policies written or assumed by us during a specific period of time without reduction for policy acquisition costs, reinsurance costs or other deductions. The volume of our gross written premiums in any given period is generally influenced by new business submissions, binding of new business submissions into policies, renewals of existing policies and average size and premium rate of bound policies.

Ceded written premiums

Ceded written premiums are the amount of gross written premiums ceded to reinsurers. We enter into reinsurance contracts to limit our exposure to potential losses. The volume of our ceded written premiums is impacted by the level of our gross written premiums and any decision we make to increase or decrease retention levels and policy limits.

Net written premiums

Net written premiums are gross written premiums less ceded written premiums.

Net earned premiums

Net earned premiums represent the earned portion of our net written premiums. Our insurance policies generally have a term of one year but occasionally could be as long as seven years, and premiums are earned pro rata over the term of the policy.

Net losses and loss adjustment expenses

Net losses and loss adjustment expenses represent the costs incurred for insured losses, which include losses under a claims made or occurrence policy, paid or unpaid, expenses for settling claims, such as attorneys' fees, investigation, appraisal, adjustment, defense costs and a portion of operating expenses allocated to claim resolution, net of any losses ceded to reinsurers. Net losses and loss adjustment expenses also include a provision for claims that have occurred but have not yet been reported to the insurer. These expenses are a function of the amount and type of insurance contracts the Company writes and the loss experience associated with the underlying coverage. In general, our net losses and loss adjustment expenses are affected by:

- the occurrence, frequency and severity of claims associated with the particular types of insurance contracts that we write;
- the mix of business written by us;
- changes in the legal or regulatory environment related to the business we write;
- trends in legal defense costs;
- inflation in the cost of claims, including inflation related to wages, medical costs, and building materials, as well as inflation related to the increase in the severity of claims above general economic inflation (i.e., social inflation); and
- the reinsurance agreements we have in place at the time of a loss.

Net losses and loss adjustment expenses are based on actual losses and expenses, as well as an actuarial analysis of the estimated losses, including losses incurred during the period and changes in estimates from prior periods. Net losses and loss adjustment expenses may be paid out over a period of years.

Net acquisition costs

Net acquisition costs are principally comprised of commissions we pay to our brokers, a ceding fee we pay to AmFam on net premiums assumed and premium-related taxes, which are net of ceding commissions we receive on business ceded through our reinsurance agreements. Net acquisition costs are deferred and amortized ratably over the terms of the related agreements.

Operating expenses

Operating expenses represent the general and administrative expenses of our operations including employee compensation and benefits, technology costs, office rent and professional service fees such as legal, accounting and actuarial services.

Net investment income

We earn interest income on our portfolio of invested assets, which are comprised of fixed maturity securities, cash and cash equivalents, and short-term investments.

Net realized investment gains

Net realized investment gains are a function of the difference between the amortized cost of securities sold and the proceeds received by the Company upon the sale of a security. Unrealized investment gains (losses) on fixed maturity securities are recorded within accumulated other comprehensive loss on the Condensed Consolidated Balance Sheets.

Other insurance-related income

Other insurance-related income represents revenue we receive for providing insurance-related services.

Non-operating expenses

Non-operating expenses represent expenses related to various transactions that we consider to be unique and non-recurring in nature, including expenses related to our initial public offering.

Warrant expense

Warrant expense represents compensation cost for warrants issued to AmFam for the right to purchase shares of the Company's common stock.

Credit facility interest expenses and fees

Credit facility interest expenses and fees represent certain costs associated with the Credit Agreement (as defined below), which provides for a senior secured revolving credit facility.

Foreign exchange (gains) losses

Foreign exchange (gains) losses represent the remeasurement of a non-U.S. dollar operating expense to U.S. dollars due to the fluctuations in the exchange rate. The change in the liability due to the fluctuations in the exchange rate are included within the Condensed Consolidated Statements of Income and Comprehensive Income at the end of each period.

Income tax expense

Currently, income tax expense primarily relates to federal income taxes. The amount of income tax expense or benefit recorded in future periods will depend on the jurisdictions in which we operate and the tax laws and regulations in effect.

Key Operating and Financial Metrics

We discuss certain key metrics, described below, which provide useful information about our business and the operational factors underlying our financial performance.

Underwriting income is a non-GAAP financial measure defined as income before income taxes excluding the impact of net investment income, net realized investment gains, other insurance-related income, non-operating expenses, warrant expense, credit facility interest expenses and fees, foreign exchange (gains) losses, and certain strategic initiatives. See "—Reconciliation of Non-GAAP Financial Measures" for a reconciliation of underwriting income to income before income taxes, which is the most directly comparable financial metric prepared in accordance with generally accepted accounting principals in the United States ("U.S. GAAP").

Adjusted net income is a non-GAAP financial measure defined as net income excluding the impact of net realized investment gains, non-operating expenses, foreign exchange (gains) losses, and certain strategic initiatives. See "—Reconciliation of Non-GAAP Financial Measures" for a reconciliation of adjusted net income to net income, which is the most directly comparable financial metric prepared in accordance with U.S. GAAP.

Adjusted return on equity is a non-GAAP financial measure defined as adjusted net income as a percentage of average beginning and ending stockholders' equity. See "—Reconciliation of Non-GAAP Financial Measures" for a reconciliation of adjusted return on equity to return on equity, which is the most directly comparable financial metric prepared in accordance with U.S. GAAP.

Diluted adjusted earnings per share is a non-GAAP financial measure defined as adjusted net income divided by the weighted average common shares outstanding for the period, reflecting the dilution that may occur if equity based awards are converted into common stock equivalents as calculated using the treasury stock method. See "—Reconciliation of Non-GAAP Financial Measures" for a reconciliation of diluted adjusted earnings per share to diluted earnings per share, which is the most directly comparable financial metric prepared in accordance with U.S. GAAP.

Loss ratio, expressed as a percentage, is the ratio of net losses and loss adjustment expenses to net earned premiums.

Expense ratio, expressed as a percentage, is the ratio of net acquisition costs and operating expenses to net earned premiums.

Combined ratio, expressed as a percentage, is the sum of loss ratio and expense ratio.

Return on equity is net income as a percentage of average beginning and ending mezzanine equity and stockholders' equity.

Results of Operations

Three Months Ended June 30, 2024 compared to Three Months Ended June 30, 2023

The following table summarizes our results of operations for the three months ended June 30, 2024 and 2023:

	Three Months Ended June 30,			
	2024	2023	$ Change	% Change
	($ in thousands, except percentages and per share data)			
Gross written premiums	$ 175,539	$ 116,742	$ 58,797	50.4 %
Ceded written premiums	(63,486)	(40,310)	(23,176)	57.5 %
Net written premiums	$ 112,053	$ 76,432	$ 35,621	46.6 %
Revenues				
Net earned premiums	$ 90,087	$ 61,374	$ 28,713	46.8 %
Net investment income	8,777	4,048	4,729	116.8 %
Net realized investment gains	2	—	2	NM
Other insurance-related income	32	31	1	4.8 %
Total revenues	98,898	65,453	33,445	51.1 %
Expenses				
Net losses and loss adjustment expenses	59,018	37,409	21,609	57.8 %
Net acquisition costs	7,582	4,960	2,622	52.9 %
Operating expenses	22,855	14,616	8,239	56.4 %
Non-operating expenses	1,481	—	1,481	NM
Warrant expense	332	—	332	NM
Credit facility interest expenses and fees	224	—	224	NM
Foreign exchange (gains) losses	(4)	8	(12)	(148.5) %
Total expenses	91,488	56,993	34,495	60.5 %
Income before income taxes	7,410	8,460	(1,050)	(12.4) %
Income tax expense	(1,877)	(1,905)	28	(1.5) %
Net income	**$ 5,533**	**$ 6,555**	**$ (1,022)**	**(15.6)%**
Key Operating and Financial Metrics:				
Underwriting income[(1)]	$ 2,128	$ 4,389	$ (2,261)	(51.5) %
Adjusted net income[(1)]	7,880	6,561	1,319	20.1 %
Loss ratio	65.5 %	61.0 %		
Expense ratio	33.8 %	31.9 %		
Combined ratio	99.3 %	92.8 %		
Return on equity[(2)]	8.2 %	22.2 %		
Adjusted return on equity[(1)(2)]	11.7 %	22.2 %		
Diluted earnings per share	$ 0.20	$ 0.27		
Diluted adjusted earnings per share[(1)]	$ 0.28	$ 0.27		

NM - Percentage change is not meaningful.

(1) Non-GAAP financial measure. See "—Reconciliation of Non-GAAP Financial Measures" for a reconciliation of the non-GAAP financial measure in accordance with the most comparable U.S. GAAP measure.

(2) For the three months ended June 30, 2024 and 2023, net income and adjusted net income are annualized to arrive at return on equity and adjusted return on equity.

Premiums

The following table presents gross written premiums by underwriting division for the three months ended June 30, 2024 and 2023:

	Three Months ended June 30,					
	2024	% of Total	2023	% of Total	$ Change	% Change
	($ in thousands, except percentages)					
Casualty	$ 114,233	65.1 %	$ 63,890	54.7 %	$ 50,343	78.8 %
Professional Liability	44,397	25.3 %	41,302	35.4 %	3,095	7.5 %
Healthcare	16,909	9.6 %	11,550	9.9 %	5,359	46.4 %
Gross written premiums	**$ 175,539**	**100.0 %**	**$ 116,742**	**100.0 %**	**$ 58,797**	**50.4 %**

Gross written premiums increased $58.8 million, or 50.4%, to $175.5 million for the three months ended June 30, 2024 from $116.7 million for the three months ended June 30, 2023. The increase in gross written premiums was driven by new business, renewals and continued growth in our platform across all three divisions. For the three months ended June 30, 2024 and June 30, 2023, E&S business made up 75.8% and 78.0% of gross written premiums, respectively, while admitted business made up 24.2% and 22.0%, respectively. The 2.2 point decrease in the proportion of E&S business written was driven by the Casualty division, where an admitted product was required on specialty business written.

Net written premiums increased $35.6 million, or 46.6%, to $112.1 million for the three months ended June 30, 2024 from $76.4 million for the three months ended June 30, 2023. The increase in net written premiums was primarily due to the growth in gross written premiums for the three months ended June 30, 2024, partially offset by the increase in ceded written premium primarily due to the volume of written premiums subject to the ceded quota share reinsurance treaties within our Casualty underwriting division.

Net earned premiums increased $28.7 million, or 46.8%, to $90.1 million for the three months ended June 30, 2024 from $61.4 million for the three months ended June 30, 2023. The increase in net earned premiums was primarily due to the earning of increased gross written premiums offset by the earning of increased ceded written premiums under our ceded reinsurance treaties.

Loss ratio

Our loss ratio was 65.5% for the three months ended June 30, 2024 compared to 61.0% for the three months ended June 30, 2023, or an increase of 4.5 points. In the fourth quarter of 2023, we utilized updated current accident year loss ratios reflecting higher industry loss ratios for Casualty, which was carried into our current quarter loss ratios. As Casualty comprised 85.6% of the $58.8 million increase in gross written premiums for the three months ended June 30, 2024 compared to June 30, 2023 and comprised 65.1% of the Company's gross written premiums compared to 54.7% in the three months ended June 30, 2023, the increase in our loss ratio is primarily driven by the increase in the proportion of business associated with the higher industry loss ratio for Casualty.

The following table summarizes the components of our loss ratio for the three months ended June 30, 2024 and 2023:

	Three Months Ended June 30,			
	2024		2023	
	Net Losses and Loss Adjustment Expenses	% of Net Earned Premiums	Net Losses and Loss Adjustment Expenses	% of Net Earned Premiums
	($ in thousands, except percentages)			
Current accident year	$ 59,018	65.5 %	$ 37,148	60.5 %
Prior accident year reserve development	—	— %	261	0.4 %
Total	**$ 59,018**	**65.5 %**	**$ 37,409**	**61.0 %**

Expense ratio

Our expense ratio was 33.8% for the three months ended June 30, 2024 compared to 31.9% for the three months ended June 30, 2023, an increase of 1.9 points.

The following table summarizes the components of the expense ratio for the three months ended June 30, 2024 and 2023:

	Three Months Ended June 30,			
	2024		2023	
	Expenses	% of Net Earned Premium	Expenses	% of Net Earned Premium
	($ in thousands, except percentages)			
Net acquisition costs	$ 7,582	8.4 %	$ 4,960	8.1 %
Operating expenses	22,855	25.4 %	14,616	23.8 %
Total expense ratio	**$ 30,437**	**33.8 %**	**$ 19,576**	**31.9 %**

The increase in the expense ratio for the three months ended June 30, 2024 was primarily driven by our continued investment in the business, a $1.3 million acceleration of remaining stock-based compensation costs associated with Class P Interests issued by our majority shareholder to certain members of management prior to our IPO ("Class P interests") through operating expenses (see Note 9 within the condensed consolidated financial statements for additional information on the Company's stock-based compensation), and to a lesser extent the increase in acquisition ratio related to the increase in the proportion of Casualty business written within the quarter.

Gross acquisition costs as a percentage of gross earned premiums was 15.7% for the three months ended June 30, 2024 compared to 15.1% for the three months ended June 30, 2023, and ceded earned commissions as a percentage of ceded earned premium was 29.0% for the three months ended June 30, 2024 compared to 29.6% for the three months ended June 30, 2023.

Combined ratio

The combined ratio was 99.3% for the three months ended June 30, 2024, compared to 92.8% for the three months ended June 30, 2023. The 6.5 point increase was due to the 4.5 point increase in the loss ratio and the 1.9 point increase in the expense ratio.

Return on equity[(1)]

Return on equity was 8.2% for the three months ended June 30, 2024, compared to 22.2% for the three months ended June 30, 2023. The 14.0 point decrease was driven by the $213.2 million increase in stockholders' equity and a $3.0 million reduction in after tax net income as a result of our initial public offering ("IPO"). Costs incurred as a result of the IPO included non-deferrable and non-recurring costs directly attributable to the IPO, which are disclosed as non-operating expenses within the Consolidated Statements of Income and Comprehensive Income, and additional expenses that were incurred as a result of IPO, which included the acceleration of remaining stock-based compensation costs associated with the Class P interests, expenses associated with the issuances of restricted stock units ("RSUs"), performance share units ("PSUs") and warrants, and deferred financing costs associated with the establishment of our Facility. The increase in stockholders' equity from June 30, 2023 was driven by net proceeds from the IPO, capital contributions from Bowhead Insurance Holdings LP, our sole shareholder prior to the IPO ("BIHL"), and net income.

Investing results

Net investment income increased $4.7 million to $8.8 million for the three months ended June 30, 2024 from $4.0 million for the three months ended June 30, 2023. The increase in net investment income is primarily due to a higher average balance of investments during the three months ended June 30, 2024 and higher yields on invested assets.

(1) For the three months ended June 30, 2024 and 2023, net income is annualized to arrive at return on equity.

Income tax expense

Income tax expense was $1.9 million for the three months ended June 30, 2024, compared to $1.9 million for the three months ended June 30, 2023. Our effective tax rate was 25.3% for the three months ended June 30, 2024, compared to 22.5% for the three months ended June 30, 2023. The effective tax rate may vary slightly from the statutory tax rate due to state taxes and certain tax adjustments for permanent differences.

Six Months Ended June 30, 2024 compared to Six Months Ended June 30, 2023

The following table summarizes our results of operations for the six months ended June 30, 2024 and 2023:

	Six Months Ended June 30,			
	2024	2023	$ Change	% Change
	($ in thousands, except percentages and per share data)			
Gross written premiums	$ 313,971	$ 212,448	$ 101,523	47.8 %
Ceded written premiums	(111,066)	(72,059)	(39,007)	54.1 %
Net written premiums	$ 202,905	$ 140,389	$ 62,516	44.5 %
Revenues				
Net earned premiums	$ 173,067	$ 117,036	$ 56,031	47.9 %
Net investment income	16,437	7,401	9,036	122.1 %
Net realized investment gains	2	—	2	NM
Other insurance-related income	63	63	—	0.8 %
Total revenues	189,569	124,500	65,069	52.3 %
Expenses				
Net losses and loss adjustment expenses	113,338	70,868	42,470	59.9 %
Net acquisition costs	14,104	9,531	4,573	48.0 %
Operating expenses	43,377	29,080	14,297	49.2 %
Non-operating expenses	1,698	—	1,698	NM
Warrant expense	332	—	332	NM
Credit facility interest expenses and fees	224	—	224	NM
Foreign exchange (gains) losses	30	(19)	49	(256.9) %
Total expenses	173,103	109,460	63,643	58.1 %
Income before income taxes	16,466	15,040	1,426	9.5 %
Income tax expense	(3,921)	(3,485)	(436)	12.5 %
Net income	**$ 12,545**	**$ 11,555**	**$ 990**	**8.6 %**
Key Operating and Financial Metrics:				
Underwriting income[(1)]	$ 4,981	$ 7,557	$ (2,576)	(34.1) %
Adjusted net income[(1)]	16,068	11,540	4,528	39.2 %
Loss ratio	65.5 %	60.6 %		
Expense ratio	33.2 %	32.9 %		
Combined ratio	98.7 %	93.5 %		
Return on equity[(2)]	9.4 %	22.0 %		
Adjusted return on equity[(1)(2)]	12.1 %	22.0 %		
Diluted earnings per share	$ 0.48	$ 0.48		
Diluted adjusted earnings per share[(1)]	$ 0.62	$ 0.48		

NM - Percentage change is not meaningful.

(1) Non-GAAP financial measure. See "—Reconciliation of Non-GAAP Financial Measures" for a reconciliation of the non-GAAP financial measure in accordance with the most comparable U.S. GAAP measure.

(2) For the six months ended June 30, 2024 and 2023, net income and adjusted net income are annualized to arrive at return on equity and adjusted return on equity.

Premiums

The following table presents gross written premiums by underwriting division for the six months ended June 30, 2024 and 2023:

	Six Months Ended June 30,					
	2024	% of Total	2023	% of Total	$ Change	% Change
	($ in thousands, except percentages)					
Casualty	$ 205,730	65.5 %	$ 118,597	55.8 %	$ 87,133	73.5 %
Professional Liability	69,679	22.2 %	62,302	29.3 %	7,377	11.8 %
Healthcare	38,562	12.3 %	31,549	14.9 %	7,013	22.2 %
Gross written premiums	**$ 313,971**	**100.0 %**	**$ 212,448**	**100.0 %**	**$ 101,523**	**47.8 %**

Gross written premiums increased $101.5 million, or 47.8%, to $314.0 million for the six months ended June 30, 2024 from $212.4 million for the six months ended June 30, 2023. The increase in gross written premiums was driven by new business, renewals and continued growth in our platform across all three divisions. For the six months ended June 30, 2024 and June 30, 2023, E&S business made up 75.5% and 79.4% of gross written premiums, respectively, while admitted business made up 24.5% and 20.6%, respectively. The 3.9 point decrease in the proportion of E&S business written was driven by the Casualty division, where an admitted product was required on specialty business written.

Net written premiums increased $62.5 million, or 44.5%, to $202.9 million for the six months ended June 30, 2024 from $140.4 million for the six months ended June 30, 2023. The increase in net written premiums was primarily due to the growth in gross written premiums for the six months ended June 30, 2024, partially offset by the increase in ceded written premium primarily due to the volume of written premiums subject to the ceded quota share reinsurance treaties within our Casualty underwriting division.

Net earned premiums increased $56.0 million, or 47.9%, to $173.1 million for the six months ended June 30, 2024 from $117.0 million for the six months ended June 30, 2023. The increase in net earned premiums was primarily due to the earning of increased gross written premiums offset by the earning of increased ceded written premiums under our ceded reinsurance treaties.

Loss ratio

Our loss ratio was 65.5% for the six months ended June 30, 2024 compared to 60.6% for the six months ended June 30, 2023, or an increase of 4.9 points. In the fourth quarter of 2023, we utilized updated current accident year loss ratios reflecting higher industry loss ratios for Casualty, which was carried into our year to date loss ratios. As Casualty comprised 85.8% of the $101.5 million increase in gross written premiums for the six months ended June 30, 2024 compared to June 30, 2023 and comprised 65.5% of the Company's gross written premiums compared to 55.8% in the six months ended June 30, 2023, the increase in our loss ratio is primarily driven by the increase in the proportion of business associated with the higher industry loss ratio for Casualty.

The following table summarizes the components of our loss ratio for the six months ended June 30, 2024 and 2023:

	Six Months Ended June 30,			
	2024		2023	
	Net Losses and Loss Adjustment Expenses	% of Net Earned Premiums	Net Losses and Loss Adjustment Expenses	% of Net Earned Premiums
	($ in thousands, except percentages)			
Current accident year	$ 113,338	65.5 %	$ 70,411	60.2 %
Prior accident year reserve development	—	— %	457	0.4 %
Total	**$ 113,338**	**65.5 %**	**$ 70,868**	**60.6 %**

Expense ratio

Our expense ratio was 33.2% for the six months ended June 30, 2024 compared to 32.9% for the six months ended June 30, 2023, an increase of 0.3 points.

The following table summarizes the components of the expense ratio for the six months ended June 30, 2024 and 2023:

	Six Months Ended June 30,			
	2024		2023	
	Expenses	% of Net Earned Premium	Expenses	% of Net Earned Premium
	($ in thousands, except percentages)			
Net acquisition costs	$ 14,104	8.1 %	$ 9,531	8.1 %
Operating expenses	43,377	25.1 %	29,080	24.8 %
Total expense ratio	**$ 57,481**	**33.2 %**	**$ 38,611**	**32.9 %**

The increase in the expense ratio for the six months ended June 30, 2024 was primarily driven by our continued investment in the business and the $1.3 million acceleration of remaining stock-based compensation costs associated with Class P interests through operating expenses (see Note 9 within the condensed consolidated financial statements for additional information on the Company's stock-based compensation). Excluding this one-time non-cash expense, our expense ratio for the six months ended June 30, 2024 was 32.4%.

Gross acquisition costs as a percentage of gross earned premiums was 15.5% for the six months ended June 30, 2024 compared to 15.1% for the six months ended June 30, 2023, and ceded earned commissions as a percentage of ceded earned premium was 29.0% for the six months ended June 30, 2024 compared to 29.7% for the six months ended June 30, 2023.

Combined ratio

The combined ratio was 98.7% for the six months ended June 30, 2024, compared to 93.5% for the six months ended June 30, 2023. The 5.2 point increase was due to the 4.9 point increase in the loss ratio and the 0.3 point increase in the expense ratio.

Return on equity[(1)]

Return on equity was 9.4% for the six months ended June 30, 2024, compared to 22.0% for the six months ended June 30, 2023. The 12.6 point decrease was driven by the $147.8 million increase in stockholders' equity and a $3.2 million reduction in after tax net income as a result of the IPO. Costs incurred as a result of the IPO included non-deferrable and non-recurring costs directly attributable to the IPO, which are disclosed as non-operating expenses within the Consolidated Statements of Income and Comprehensive Income, and additional expenses that were incurred as a result of IPO, which included the acceleration of remaining stock-based compensation costs associated with the Class P interests, expenses associated with the issuances of RSUs, PSUs and warrants, and deferred financing costs associated with the establishment of our Facility. The increase in stockholders' equity from December 31, 2023 was driven by net proceeds from the IPO, net income and capital contributions from BIHL.

(1) For the six months ended June 30, 2024 and 2023, net income is annualized to arrive at return on equity.

Investing results

Net investment income increased $9.0 million to $16.4 million for the six months ended June 30, 2024 from $7.4 million for the six months ended June 30, 2023. The increase in net investment income is primarily due to a higher average balance of investments during the six months ended June 30, 2024 and higher yields on invested assets.

Income tax expense

Income tax expense was $3.9 million for the six months ended June 30, 2024, compared to $3.5 million for the six months ended June 30, 2023. Our effective tax rate was 23.8% for the six months ended June 30, 2024, compared to 23.2% for the six months ended June 30, 2023. The effective tax rate may vary slightly from the statutory tax rate due to state taxes and certain tax adjustments for permanent differences.

Reconciliation of Non-GAAP Financial Measures

Underwriting income

We define underwriting income as income before income taxes excluding the impact of net investment income, net realized investment gains, other insurance-related income, non-operating expenses, warrant expense, credit facility interest expenses and fees, foreign exchange (gains) losses, and certain strategic initiatives. Underwriting income represents the pre-tax profitability of the Company's underwriting operations and allows us to evaluate our underwriting performance without regard to net investment income. We use this metric as we believe it gives our management and other users of our financial information useful insight into our underlying business performance. Underwriting income should not be viewed as a substitute for income before income taxes calculated in accordance with U.S. GAAP, and other companies may define underwriting income differently.

Underwriting income for the three months ended June 30, 2024 and 2023 reconciles to income before income taxes as follows:

	Three Months Ended June 30,	
	2024	2023
	($ in thousands)	
Income before income taxes	$ 7,410	$ 8,460
Adjustments:		
Net investment income	(8,777)	(4,048)
Net realized investment gains	(2)	—
Other insurance-related income	(32)	(31)
Non-operating expenses	1,481	—
Warrant expense	332	—
Credit facility interest expenses and fees	224	—
Foreign exchange (gains) losses	(4)	8
Strategic initiatives[1]	1,496	—
Underwriting income	**$ 2,128**	**$ 4,389**

(1) Strategic initiatives for the three months ended June 30, 2024 represents costs incurred to set up our Baleen Specialty division, which is recorded in operating expenses within the Condensed Consolidated Statements of Income and Comprehensive Income. The costs incurred primarily represent expenses to implement the new platform and processes supporting the Baleen Specialty division. See "Business— Our Strategy."

Underwriting income for the six months ended June 30, 2024 and 2023 reconciles to income before income taxes as follows:

	Six Months Ended June 30,	
	2024	2023
	($ in thousands)	
Income before income taxes	$ 16,466	$ 15,040
Adjustments:		
Net investment income	(16,437)	(7,401)
Net realized investment gains	(2)	—
Other insurance-related income	(63)	(63)
Non-operating expenses	1,698	—
Warrant expense	332	—
Credit facility interest expenses and fees	224	—
Foreign exchange (gains) losses	30	(19)
Strategic initiatives[1]	2,733	—
Underwriting income	**$ 4,981**	**$ 7,557**

(1) Strategic initiatives for the six months ended June 30, 2024 represents costs incurred to set up our Baleen Specialty division, which is recorded in operating expenses within the Condensed Consolidated Statements of Income and Comprehensive Income. The costs incurred primarily represent expenses to implement the new platform and processes supporting the Baleen Specialty division. See "Business— Our Strategy."

Adjusted net income

We define adjusted net income as net income excluding the impact of net realized investment gains, non-operating expenses, foreign exchange (gains) losses, and certain strategic initiatives. Adjusted net income excludes the impact of certain items that may not be indicative of underlying business trends, operating results, or future outlook, net of tax impact. We calculate the tax impact only on adjustments which would be included in calculating our income tax expense using the estimated tax rate at which we received a deduction for these adjustments. We use adjusted net income as an internal performance measure in the management of our operations because we believe it gives our management and other users of our financial information useful insight into our results of operations and our underlying business performance. Adjusted net income should not be viewed as a substitute for net income calculated in accordance with U.S. GAAP, and other companies may define adjusted net income differently.

Adjusted net income for the three months ended June 30, 2024 and 2023 reconciles to net income as follows:

	Three Months Ended June 30,			
	2024		2023	
	Before income taxes	After income taxes	Before income taxes	After income taxes
	($ in thousands)			
Income as reported	$ 7,410	$ 5,533	$ 8,460	$ 6,555
Adjustments:				
Net realized investment gains	(2)	(2)	—	—
Non-operating expenses	1,481	1,481	—	—
Foreign exchange (gains) losses	(4)	(4)	8	8
Strategic initiatives[1]	1,496	1,496	—	—
Tax impact	—	(624)	—	(2)
Adjusted net income	**$ 10,381**	**$ 7,880**	**$ 8,468**	**$ 6,561**

(1) Strategic initiatives for the three months ended June 30, 2024 represents costs incurred to set up our Baleen Specialty division, which is recorded in operating expenses within the Condensed Consolidated Statements of Income and Comprehensive Income. The costs incurred primarily represent expenses to implement the new platform and processes supporting the Baleen Specialty division. See "Business— Our Strategy."

Adjusted net income for the six months ended June 30, 2024 and 2023 reconciles to net income as follows:

	Six Months Ended June 30,			
	2024		2023	
	Before income taxes	After income taxes	Before income taxes	After income taxes
	($ in thousands)			
Income as reported	$ 16,466	$ 12,545	$ 15,040	$ 11,555
Adjustments:				
Net realized investment gains	(2)	(2)	—	—
Non-operating expenses	1,698	1,698	—	—
Foreign exchange (gains) losses	30	30	(19)	(19)
Strategic initiatives[1]	2,733	2,733	—	—
Tax impact	—	(936)	—	4
Adjusted net income	**$ 20,925**	**$ 16,068**	**$ 15,021**	**$ 11,540**

(1) Strategic initiatives for the six months ended June 30, 2024 represents costs incurred to set up our Baleen Specialty division, which is recorded in operating expenses within the Condensed Consolidated Statements of Income and Comprehensive Income. The costs incurred primarily represent expenses to implement the new platform and processes supporting the Baleen Specialty division. See "Business— Our Strategy."

Adjusted return on equity

We define adjusted return on equity as adjusted net income as a percentage of average beginning and ending mezzanine equity and stockholders' equity. We use adjusted return on equity as an internal performance measure in the management of our operations because we believe it gives our management and other users of our financial information useful insight into our results of operations and our underlying business performance. Adjusted return on equity should not be viewed as a substitute for return on equity calculated in accordance with U.S. GAAP, and other companies may define adjusted return on equity differently.

Adjusted return on equity for the three months ended June 30, 2024 and 2023 reconciles to return on equity as follows:

	Three Months Ended June 30,	
	2024	2023
	($ in thousands, except percentages)	
Numerator: Adjusted net income[1]	$ 31,519	$ 26,245
Denominator: Average mezzanine equity and stockholders' equity	270,551	118,144
Adjusted return on equity	**11.7 %**	**22.2 %**

(1) For the three months ended June 30, 2024 and 2023, net income and adjusted net income are annualized to arrive at return on equity and adjusted return on equity.

Adjusted return on equity for the six months ended June 30, 2024 and 2023 reconciles to return on equity as follows:

	Six Months Ended June 30,	
	2024	2023
	($ in thousands, except percentages)	
Numerator: Adjusted net income[(1)]	$ 32,135	$ 23,079
Denominator: Average mezzanine equity and stockholders' equity	265,971	105,008
Adjusted return on equity	**12.1 %**	**22.0 %**

(1) For the six months ended June 30, 2024 and 2023, net income and adjusted net income are annualized to arrive at return on equity and adjusted return on equity.

Diluted adjusted earnings per share

We define diluted adjusted earnings per share as adjusted net income divided by the weighted average common shares outstanding for the period, reflecting the dilution that may occur if equity based awards are converted into common stock equivalents as calculated using the treasury stock method. We use diluted adjusted earnings per share as an internal performance measure in the management of our operations because we believe it gives our management and other users of our financial information useful insight into our results of operations and our underlying business performance. Diluted adjusted earnings per share should not be viewed as a substitute for diluted earnings per share calculated in accordance with U.S. GAAP, and other companies may define diluted adjusted earnings per shares differently

Diluted adjusted earnings per share for the three months ended June 30, 2024 and 2023 reconciles to diluted earnings per share as follows:

	Three Months Ended June 30,	
	2024	2023
	($ in thousands, except share and per share data)	
Numerator: Adjusted net income	$ 7,880	$ 6,561
Denominator: Diluted weighted average shares outstanding	27,771,108	24,000,000
Diluted adjusted earnings per share	**$ 0.28**	**$ 0.27**

Diluted adjusted earnings per share for the six months ended June 30, 2024 and 2023 reconciles to diluted earnings per share as follows:

	Six Months Ended June 30,	
	2024	2023
	($ in thousands, except share and per share data)	
Numerator: Adjusted net income	$ 16,068	$ 11,540
Denominator: Diluted weighted average shares outstanding	25,885,554	24,000,000
Diluted adjusted earnings per share	**$ 0.62**	**$ 0.48**

Liquidity and Capital Resources

Sources and Uses of Funds

BSHI is organized as a Delaware holding company with our operations primarily conducted by our wholly- owned insurance company subsidiary, BICI, domiciled in the State of Wisconsin, BSUI, our managing general agency, and Bowhead Underwriting Services, Inc., our wholly-owned services company subsidiary ("BUSI").

BSHI may receive cash through (i) drawing on the Facility (as defined below) that we entered into on April 22, 2024, (ii) capital contributions or issuance of equity and debt securities, (iii) payments from our subsidiaries pursuant to our consolidated tax allocation agreement and other transactions and (iv) dividends from our insurance company subsidiary. We also may use the proceeds from these sources to contribute funds to our insurance company subsidiary in order to support premium growth, pay dividends and taxes and for other business purposes.

We file a consolidated U.S. federal income tax return with our subsidiaries, and under our tax allocation agreement, each participant is charged or refunded taxes according to the amount that the participant would have paid or received had it filed on a separate return basis with the Internal Revenue Service.

Our insurance company subsidiary, BICI, is licensed and domiciled in the State of Wisconsin. Under Wisconsin law, BICI is required to maintain specified levels of statutory capital and surplus and is restricted by law as to the amount of dividends it can pay without the approval of regulatory authorities. BICI is restricted from paying dividends by the lesser of: (i) 10% of statutory capital and surplus as of the preceding December 31, or; (ii) the greater of: (A) statutory net income for the calendar year preceding the date of the dividend distribution, minus realized capital gains for that year, or (B) aggregate of net income for the three months preceding the date of the dividend or distribution, minus realized capital gains for those calendar years and minus dividends paid or credited and distributions made within the first two of the preceding three calendar years. As of December 31, 2023, the maximum dividend that BICI could pay without the approval of regulatory authorities was $16.1 million. Insurance regulators have broad powers to prevent the reduction of statutory surplus to inadequate levels, and there is no assurance that dividends of the maximum amounts calculated under any applicable formula would be permitted. State insurance regulatory authorities that have jurisdiction over the payment of dividends by our insurance company subsidiary may in the future adopt statutory provisions more restrictive than those currently in effect.

As of June 30, 2024, our holding company had $140.1 million in cash and investments. We believe we have sufficient liquidity available at our holding company and subsidiaries to meet our operating cash needs and obligations for the next 12 months.

Revolving Credit Facility

On April 22, 2024, the Company entered into a Credit Agreement (the "Credit Agreement") with certain lenders and JPMorgan Chase Bank, N.A., as administrative agent, swingline lender and issuing bank. The Credit Agreement provides for a senior secured revolving credit facility (the "Facility") in the aggregate principal amount of $75 million, which includes a $5 million sub-facility for letters of credit. All obligations under the Facility and obligations in respect of certain cash management services and swap agreements with the lenders and their affiliates are (i) unconditionally guaranteed by certain of the Company's subsidiaries and (ii) secured by a first-priority perfected lien in substantially all of the Company's and the subsidiaries guarantors' assets. The Credit Agreement contains certain customary covenants, including financial maintenance covenants. The Company was in compliance with all of the Facility's covenants as of June 30, 2024. The Facility matures on the earlier of April 22, 2027, or 91 days prior to the MGA Agreement termination date where no MGA Agreement replacement is found. The Company may request that the lenders extend the maturity date by an additional year, provided that the request is made no earlier than 90 days and no later than 55 days prior to the first or second anniversary of the effective date of the days prior to the first or second anniversary of the effective date of the Facility.

As of June 30, 2024, we did not have any borrowings outstanding under the Facility.

Cash Flows

Our most significant source of cash is from premiums received, which, for most policies, we receive at the beginning of the coverage period, net of the related commission for the policies. Our most significant cash outflows include claims that arise when a policyholder incurs an insured loss. Because the payment of claims occurs after the receipt of the premium, often years later, we invest the cash in various investment securities that generally earn interest. We also use cash to pay ceded reinsurance premiums, net of ceding commissions received, and for payment of ongoing operating expenses, such as employee compensation and benefits, technology costs, office rent and professional service fees.

The timing of our cash flows from operating activities can vary among periods due to the timing by which payments are made or received. Some of our payments and receipts, including loss settlements and subsequent reinsurance receipts, can be significant, and as a result their timing can influence cash flows from operating activities in any given period. We believe that cash receipts from premiums and proceeds from net investment income are sufficient to cover cash outflows in the foreseeable future.

Our cash flows for the six months ended June 30, 2024 and 2023 were as follows:

	Six Months Ended June 30,	
	2024	2023
	($ in thousands)	
Net cash provided by operating activities	$ 113,416	$ 86,580
Net cash used in investing activities	(168,188)	(115,212)
Net cash provided by financing activities	133,822	31,000
Net change in cash, cash equivalents and restricted cash	**$ 79,050**	**$ 2,368**

The increase in cash provided by operating activities in the six months ended June 30, 2024 compared to the six months ended June 30, 2023 was primarily due to the growth in our business operations compared to the timing of claim payments and subsequent reinsurance recoveries, which occur later than cash collections on premiums.

For the six months ended June 30, 2024, net cash used in investing activities was $168.2 million due to growth in our business operations. For the six months ended June 30, 2024, funds from operations and net proceeds from the initial public offering were used to purchase fixed maturity securities and short-term investments of $219.8 million. During the six months ended June 30, 2024, we received proceeds of $57.0 million from sales of fixed maturity securities and short-term investments. Net cash used in investing activities also includes purchases of property and equipment of $1.6 million.

For the six months ended June 30, 2023, net cash used in investing activities was $115.2 million. For the six months ended June 30, 2023, funds from operations were used to purchase fixed maturity securities, and short-term investments of $161.0 million. During the six months ended June 30, 2023, we received proceeds of $12.8 million from sales of fixed maturity securities. Net cash used in investing activities also includes purchases of property and equipment of $1.8 million.

For the six months ended June 30, 2024, net cash provided by financing activities was $133.8 million and primarily reflected net proceeds from the initial public offering. For the six months ended June 30, 2023, net cash provided by financing activities was $31.0 million and reflected capital contributions from BIHL.

Reinsurance

We purchase various forms of reinsurance to manage loss exposures and safeguard our capital. Through reinsurance, we transfer certain exposures to a reinsurer, and in return the reinsurer receives a portion of the premium (less a ceding commission paid to us). We strategically use a combination of quota share and excess of loss reinsurance treaties to retain risk (and premium) we underwrite while providing balance sheet protection from larger losses.

A quota share reinsurance treaty is an agreement where reinsurers assume a percentage of the company's losses in exchange for a negotiated percentage of premium. An excess of loss reinsurance treaty is an agreement where reinsurers agree to assume a portion of losses for a specific event in excess of a specified amount in return for a negotiated premium. Reinsurance needs are determined with principal input from our Chief Underwriting Officer based on a multitude of factors, including risk appetite, market conditions, loss history and reinsurance capacity.

We place reinsurance through our subsidiary, BICI, which reinsures 100% of the premium placed by BSUI under the AmFam Quota Share Agreement. In turn, BICI strategically transfers exposures to third-party reinsurers utilizing different structures depending on the line of business.

While we offer up to $15.0 million of limit on our insurance policies, we generally seek not to retain more than $5.0 million of risk per policy and seek to utilize reinsurance to achieve that objective. At each renewal, we consider various factors when determining our reinsurance coverage, including (i) plans to change the underlying insurance coverage we offer, (ii) trends in loss activity, (iii) the level of our capital and surplus, (iv) changes in our risk appetite and (v) the cost, terms and availability of reinsurance coverage.

Currently, all of our lines of business (except our Cyber line of business within our Professional Liability division) use a quota share reinsurance treaty where 25.0% of the exposure is ceded to reinsurers. Additionally, all of our lines of business (except Cyber) use an excess of loss reinsurance treaty ceding 60.1% of losses in excess of $5.0 million up to $15.0 million to our reinsurers. Cyber, as a specialized line of business, is placed under a separate quota share structure under which we currently cede 64.0% of the exposure to reinsurers. The only reinsurance covering our Cyber line of business is pursuant to this Cyber-specific quota share reinsurance agreement. Our Cyber line of business does not benefit from our excess of loss reinsurance program and there is no separate excess of loss reinsurance program for our Cyber line of business. In addition to the core treaties outlined above, we may also place additional reinsurance on specific risk classes, as we deem prudent. For example, on March 1, 2024, we placed a quota share treaty covering commercial auto exposure in excess of $1.0 million up to $5.0m within our Casualty book of business. Our reinsurance treaties are currently subject to caps which currently range from 250% to 350% of the subject matter ceded premium and should these caps be exceeded we would retain any losses in excess of those caps.

Our reinsurance treaties typically have a 12- or 18-month term. During each renewal cycle, we may change our coverage terms or the composition of our reinsurance panel. Currently, the quota share reinsurance treaty for Cyber generally renews on January 1, 2025 while the remainder of our reinsurance treaties renewed on May 1, 2024. Although exact cession percentages and specific coverage terms may vary at each treaty renewal, we intend to renew on similar terms as expiring to maintain our desired level of net risk appetite.

The following table summarizes the Company's top five reinsurers, their A.M. Best financial strength rating and percent of total reinsurance recoverable as of June 30, 2024:

Reinsurer	A.M. Best Rating	% of Total
Renaissance Reinsurance U.S. Inc	A+	29.7%
Endurance Assurance Corporation	A+	24.0%
Markel Global Reinsurance Company	A	22.7%
Ascot Bermuda Limited	A	9.1%
Partner Reinsurance Company of the U.S.	A+	6.1%
All other reinsurers	At least A	8.4%
Total		**100.0%**

Contractual Obligations and Commitments

We have entered into software service agreements that have purchase obligations depending on the amount of premiums written. The fixed and determinable portion of these purchase obligations were approximately $0.5 million due in 2024 and $1.8 million due for the years 2025 - 2028 at June 30, 2024. The obligations will increase depending on the amount of premium written by the Company over the respective years.

We have entered into two office lease agreements for our New York and Chicago offices, and a sublease agreement for an additional office for New York. These are all classified as operating leases. These leases expire in August 2024, May 2025, and December 2027 respectively. The lease for our Chicago office contains an option to extend the length of the lease term. We are not reasonably certain that we will exercise the option to extend these leases. As of June 30, 2024, the discounted operating lease liabilities were $4.2 million.

Financial Condition

Mezzanine equity and stockholders' equity

As of June 30, 2024, total mezzanine equity and stockholders' equity was $339.9 million compared to $192.1 million as of December 31, 2023. The increase in total mezzanine equity and stockholders' equity as of June 30, 2024 compared to December 31, 2023 was primarily due to net proceeds received from the initial public offering, net income generated during the period, and capital contributions from BIHL, which include net activity related to stock-based compensation plans.

Dividend declarations

We did not declare any dividends during the three or six months ended June 30, 2024 and the year ended December 31, 2023.

Investment portfolio

We seek to maintain a diversified portfolio of instruments that prioritize invested capital preservation, with a secondary focus on generating predictable and stable returns. Our investment portfolio is tailored to align with the characteristics of the underlying insurance liabilities. Our asset allocation strategy focuses on high-quality fixed income instruments, with no appetite for equity or alternative investment risk. One of the primary features of our asset allocation is maintaining sufficient readily available funds to pay claims and expenses. Consequently, the bulk of our reserves are invested in securities that can be expected to maintain a close relationship between market and statement values, under most conditions. Our portfolio therefore consists entirely of cash, cash equivalents, short-term investments and investment-grade fixed income securities.

We actively manage and monitor our investment risk to balance the goals of stable growth and liquidity with our need to comply with the insurance regulatory frameworks within which we operate as well as the capital framework agreements with AmFam. Our board of directors reviews and approves our investment policy and strategy on a regular basis.

As of June 30, 2024, the majority of our investment portfolio, or $706.2 million, was comprised of fixed maturity securities that are classified as available-for-sale and carried at fair value with unrealized gains (losses) recognized in accumulated other comprehensive loss within our Condensed Consolidated Balance Sheets. Also included in our investment portfolio were $12.7 million of short-term investments. Our fixed maturity securities, including cash equivalents, had a weighted average effective duration of 1.8 years and an average rating of "AA+" at June 30, 2024. Our fixed income investment portfolio had a book yield of 4.7% and a market yield of 5.5% as of June 30, 2024, compared to 4.3% and 5.2%, respectively, as of December 31, 2023.

As of June 30, 2024 and December 31, 2023, the amortized cost and estimated fair value of our fixed maturity, and short-term investments were as follows:

As of June 30, 2024	Amortized Cost	Fair Value	% of Total Fair Value
		($ in thousands, except percentages)	
Fixed maturity securities			
U.S. government and government agency	$ 298,225	$ 297,780	41.4 %
State and municipal	56,978	51,506	7.2 %
Commercial mortgage-backed securities	41,970	40,906	5.7 %
Residential mortgage-backed securities	148,670	143,860	20.0 %
Asset-backed securities	54,650	53,892	7.5 %
Corporate	121,289	118,255	16.4 %
Total fixed maturity securities	**$ 721,782**	**$ 706,199**	**98.2 %**
Short-term investments	12,711	12,712	1.8 %
Total investments	**$ 734,493**	**$ 718,911**	**100.0 %**

As of December 31, 2023	Amortized Cost	Fair Value	% of Total Fair Value
		($ in thousands, except percentages)	
Fixed maturity securities			
U.S. government and government agency	$ 252,294	$ 252,541	44.8 %
State and municipal	55,984	50,720	9.0 %
Commercial mortgage-backed securities	26,573	25,436	4.5 %
Residential mortgage-backed securities	79,032	74,702	13.3 %
Asset-backed securities	42,964	42,033	7.5 %
Corporate	112,166	109,192	19.4 %
Total fixed maturity securities	**$ 569,013**	**$ 554,624**	**98.4 %**
Short-term investments	8,830	8,824	1.6 %
Total investments	**$ 577,843**	**$ 563,448**	**100.0 %**

The table below summarizes the credit quality of our fixed maturity securities as of June 30, 2024 and December 31, 2023:

As of June 30, 2024	Fair Value	% of Total Fair Value
	($ in thousands, except percentages)	
Rating		
AAA	$ 135,362	19.2 %
AA	433,829	61.4 %
A	93,103	13.2 %
BBB	43,905	6.2 %
Total	**$ 706,199**	**100.0 %**

As of December 31, 2023	Fair Value	% of Total Fair Value
	($ in thousands, except percentages)	
Rating		
AAA	$ 101,648	18.3 %
AA	338,369	61.0 %
A	76,849	13.9 %
BBB	37,758	6.8 %
Total	**$ 554,624**	**100.0 %**

The amortized cost and estimated fair value of our available-for-sale investments in fixed maturity securities summarized by contractual maturity as of June 30, 2024 and as of December 31, 2023, were as follows:

As of June 30, 2024	Amortized Cost	Fair Value	% of Total Fair Value
	($ in thousands, except percentages)		
Fixed maturity securities			
Due in one year or less	$ 191,050	$ 190,739	27.0 %
Due after one year through five years	221,169	217,001	30.7 %
Due after five years through ten years	46,896	44,858	6.4 %
Due after ten years	17,377	14,943	2.1 %
	476,492	467,541	66.2 %
Commercial mortgage-backed securities	41,970	40,906	5.8 %
Residential mortgage-backed securities	148,670	143,860	20.4 %
Asset-backed securities	54,650	53,892	7.6 %
Total	**$ 721,782**	**$ 706,199**	**100.0 %**

As of December 31, 2023	Amortized Cost	Fair Value	% of Total Fair Value
	($ in thousands, except percentages)		
Fixed maturity securities			
Due in one year or less	$ 254,656	$ 254,443	45.9 %
Due after one year through five years	122,274	118,585	21.4 %
Due after five years through ten years	27,145	25,265	4.6 %
Due after ten years	16,369	14,160	2.6 %
	420,444	412,453	74.4 %
Commercial mortgage-backed securities	26,573	25,436	4.6 %
Residential mortgage-backed securities	79,032	74,702	13.5 %
Asset-backed securities	42,964	42,033	7.6 %
Total	**$ 569,013**	**$ 554,624**	**100.0 %**

Expected maturities may differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties, and the lenders may have the right to put the securities back to the borrower.

Restricted Assets

We are required to maintain assets in trust accounts to support the obligations of the AmFam Quota Share Agreement. The assets held in trust include fixed maturity securities, short-term investments and restricted cash and cash equivalents, as collateral for transactions with AmFam. The Company is entitled to interest income earned on these restricted assets, which is included in net investment income in the Condensed Consolidated Statements of Income and Comprehensive Income.

The fair value of our restricted assets were as follows:

As of	June 30, 2024	December 31, 2023
	($ in thousands)	
Restricted investments	$ 447,362	$ 284,822
Restricted cash and cash equivalents	18,494	1,698
Total restricted assets	**$ 465,856**	**$ 286,520**

Critical Accounting Policies and Estimates

We identified the following accounting estimates as critical to the understanding of our financial position and results of operations:

- reserves for losses and loss adjustment expenses;
- reinsurance recoverable;
- fair value measurements of financial assets and liabilities; and
- deferred income tax.

Critical accounting estimates are defined as those estimates that are both important to the portrayal of our financial condition and results of operations and require us to exercise significant judgment. We use significant judgment concerning future results and developments in applying these critical accounting estimates and in preparing our condensed consolidated financial statements. These judgments and estimates affect our reported amounts of assets, liabilities, revenues and expenses and the disclosure of our material contingent assets and liabilities. Actual results may differ materially from the estimates and assumptions used in preparing the condensed consolidated financial statements. We evaluate our estimates regularly using information that we believe to be relevant. For a detailed discussion of our critical accounting policies and estimates, see Note 1, "Nature of Operations and Significant Accounting Policies," to our condensed consolidated financial statements.

Reserves for Losses and Loss Adjustment Expenses

Reserve for losses and loss adjustment expenses represents our estimated ultimate cost of all reported and unreported losses and loss adjustment expenses incurred and unpaid at the balance sheet date. We do not discount our reserves for losses to reflect estimated present value. We estimate the reserves using individual case-basis valuations of reported claims and statistical analyses and various actuarial procedures. Those estimates are based on our historical information, industry and peer group information and our estimates of future trends in variable factors such as loss severity, loss frequency and other factors such as inflation. We regularly review our estimates and adjust them as necessary as experience develops or as new information becomes known to us. Additionally, during the loss settlement period, it often becomes necessary to refine and adjust the estimates of liability on a claim either upward or downward. Even after such adjustments, the ultimate liability may exceed or be less than the revised estimates. Accordingly, the ultimate settlement of losses and loss adjustment expenses may vary significantly from the estimate included in our financial statements.

We categorize our reserves for unpaid losses and loss adjustment expenses into two types: case reserves and incurred but not reported liabilities ("IBNR").

Case reserves are established for individual claims that have been reported to us. We are notified of losses by our insureds, their agents or our brokers. Based on the information provided, we establish case reserves by estimating the ultimate losses from the claim, including defense costs associated with the ultimate settlement of the claim. Our claims department personnel use their knowledge of the specific claim along with advice from internal and external experts, including underwriters and legal counsel, to estimate the expected ultimate losses.

With the assistance of an independent actuarial firm, we estimate the cost of losses and loss adjustment expenses related to IBNR based on an analysis of several commonly accepted actuarial loss projection methodologies. The IBNR that we book represents management's best estimate.

The following tables summarize our gross and net reserves for unpaid losses and loss adjustment expenses as of June 30, 2024 and December 31, 2023.

	As of June 30, 2024			
	Gross	% of Total	Net	% of Total
	($ in thousands, except percentages)			
Case reserves	$ 40,076	6.8 %	$ 31,654	8.0 %
IBNR	547,829	93.2 %	366,221	92.0 %
Total reserves	**$ 587,905**	**100.0 %**	**$ 397,875**	**100.0 %**

	As of December 31, 2023			
	Gross	% of Total	Net	% of Total
	($ in thousands, except percentages)			
Case reserves	$ 22,616	5.2 %	$ 18,063	6.1 %
IBNR	408,570	94.8 %	276,849	93.9 %
Total reserves	**$ 431,186**	**100.0 %**	**$ 294,912**	**100.0 %**

The process of estimating the reserves for losses and loss adjustment expenses requires a high degree of judgment and is subject to several variables. In establishing the quarterly actuarial recommendation for the reserves for losses and loss adjustment expenses, consideration is given to several actuarial methods. A first step is to select an initial expected ultimate loss and allocated loss adjustment expense ("ALAE") ratio for each reserving segment. This is done with assistance from our actuarial consultants. Consideration is given to input from our underwriting and claims departments, internal pricing data and industry benchmarks provided by our actuarial consultants. The actuarial methods utilize, to varying degrees, the initial expected loss ratio, analysis of industry and internal claims reporting and payment patterns, paid and reported experience, industry loss experience and changes in market conditions, policy forms, exclusions and exposures. The actuarial methods used to estimate loss and loss adjustment expense reserves are:

- Reported and/or Paid Loss Development Methods — Ultimate losses are estimated based on historical or industry loss reporting (or payout) patterns applied to current reported (or paid) loss and ALAE. Reported losses are the sum of paid and case losses. Industry development patterns are substituted for historical development patterns when sufficient historical data is not available.

- Reported and/or Paid Bornhuetter-Ferguson Method — Ultimate losses are estimated as the sum of cumulative reported (or paid) losses and estimated IBNR (or unpaid) losses. IBNR (or unpaid) losses are estimated based on historical or industry reporting (or payout) development patterns and the initial expected ultimate loss and ALAE ratio.

Since our loss experience is less mature, we are primarily relying on a weighting between the initial expected loss and ALAE ratio and the indications resulting from the Reported Bornhuetter-Ferguson Method.

Our reserves are driven by several important factors, including litigation and regulatory trends, legislative activity, climate change, social and economic patterns, and claims inflation assumptions. Our reserve estimates reflect current inflation in legal claims' settlements and assume we will not be subject to losses from significant new legal liability theories. Our reserve estimates assume that there will not be significant changes in the regulatory and legislative environment. The impact of potential changes in the regulatory or legislative environment is difficult to quantify in the absence of specific, significant new regulation or legislation. In the event of significant new regulation or legislation, we will attempt to quantify its impact on our business, but no assurance can be given that our attempt to quantify such inputs will be accurate or successful.

Although we believe that our reserve estimates are reasonable, it is possible that our actual loss experience may not conform to our assumptions. Specifically, our actual ultimate loss ratio could differ from our initial expected loss ratio or our actual reporting and payment patterns could differ from our expected reporting and payment patterns, which are based on our own data and industry data. Accordingly, the ultimate settlement of losses and the related loss adjustment expenses may vary significantly from the estimates included in our financial statements. We regularly review our estimates and adjust them as necessary as experience develops or as new information becomes known to us. Such adjustments are included in the results of current operations.

The table below quantifies the impact of potential reserve deviations from our carried reserve as of June 30, 2024 and December 31, 2023. We applied a sensitivity factor to net reserves for unpaid losses and loss adjustment expenses for the three underwriting divisions. We believe that potential changes such as these would not have a material impact on our liquidity.

		Potential Impact as of June 30, 2024					
Underwriting Division	Net Reserves for Unpaid Losses and Loss Adjustment Expenses	7.5% Higher	Pre-tax Income	Mezzanine Equity and Stockholders' Equity[1]	7.5% Lower	Pre-tax Income	Mezzanine Equity and Stockholders' Equity[1]
				($ in thousands)			
Casualty	$ 222,464	$ 239,149	$ (16,685)	$ (13,181)	$ 205,779	$ 16,685	$ 13,181
Professional Liability	109,694	117,921	(8,227)	(6,499)	101,467	8,227	6,499
Healthcare	65,717	70,646	(4,929)	(3,894)	60,788	4,929	3,894

(1) As of June 30, 2024, the effective tax rate was consistent with the U.S. corporate income tax rate of 21% which is used to estimate the potential impact to mezzanine equity and stockholders' equity.

		Potential Impact as of December 31, 2023					
Underwriting Division	Net Reserves for Unpaid Losses and Loss Adjustment Expenses	7.5% Higher	Pre-tax Income	Mezzanine Equity and Stockholders' Equity[1]	7.5% Lower	Pre-tax Income	Mezzanine Equity and Stockholders' Equity[1]
				($ in thousands)			
Casualty	$ 160,708	$ 172,761	$ (12,053)	$ (9,522)	$ 148,655	$ 12,053	$ 9,522
Professional Liability	85,739	92,169	(6,430)	(5,080)	79,309	6,430	5,080
Healthcare	48,466	52,101	(3,635)	(2,872)	44,831	3,635	2,872

(1) In 2023, the effective tax rate was consistent with the U.S. corporate income tax rate of 21% which is used to estimate the potential impact to mezzanine equity and stockholders' equity.

The amount by which estimated losses differ from those originally reported for a period is known as "development." Development is unfavorable when the losses ultimately settle for more than the amount reserved or subsequent estimates indicate a basis for reserve increases on unresolved claims. Development is favorable when losses ultimately settle for less than the amount reserved or subsequent estimates indicate a basis for reducing loss reserves on unresolved claims. We reflect favorable or unfavorable development of loss reserves in the results of operations in the period the estimates are changed.

Reinsurance recoverables

We enter into reinsurance contracts to limit our exposure to potential large losses. Our reinsurance is primarily contracted under quota-share reinsurance treaties and excess of loss treaties. In quota-share reinsurance, the reinsurer agrees to assume a specified percentage of the ceding company's losses arising out of a defined class of business in exchange for a corresponding percentage of premiums, net of a ceding commission. In excess of loss reinsurance, the reinsurer agrees to assume all or a portion of the ceding company's losses, in excess of a specified amount. In excess of loss reinsurance, the premium payable to the reinsurer is negotiated by the parties based on their assessment of the amount of risk being ceded to the reinsurer because the reinsurer does not share proportionately in the ceding company's losses.

The recognition of reinsurance recoverables requires two key estimates as follows:

- The first estimate is the amount of loss reserves to be ceded to our reinsurers. This amount consists of our case reserves and IBNR. See "Reserves for Losses and Loss Adjustment Expenses" under "Critical Accounting Policies and Estimates" above and Note 1, "Nature of Operations and Significant Accounting Policies" in our condensed consolidated financial statements for further discussion.

- The second estimate is the amount of the reinsurance recoverable balance we believe will ultimately not be collected from reinsurers. We are selective in choosing reinsurers, buying reinsurance from reinsurers with an A.M. Best rating of "A" (Excellent) or better. The amount we ultimately collect may differ from our estimate due to the ability and willingness of reinsurers to pay claims, which may be negatively impacted by factors such as insolvency, contractual disputes over contract language or coverage and/or other reasons. In addition, economic conditions and/or operational performance of a particular reinsurer may deteriorate, and this could also affect the ability and willingness of a reinsurer to meet their contractual obligations

As of June 30, 2024, we believe 100% of our recoverables are collectible and, therefore, the total provision for current expected credit losses recorded against recoverables is not material.

Fair value measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is determined based on a fair value hierarchy that prioritizes the use of observable inputs over the use of unobservable inputs and requires the use of observable inputs when available. The Company utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels, as follows:

- Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities.
- Level 2: Significant other observable inputs other than Level 1 inputs, such as quoted prices in active markets for similar assets or liabilities, quoted prices in inactive markets for identical assets or liabilities, or other inputs that are directly or indirectly observable through market-corroborated inputs, such as interest rates, yield curves, prepayment speeds, default rates, or loss severities.
- Level 3: Significant unobservable inputs used to measure fair value to the extent that relevant observable inputs are not available, and that reflect the Company's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or liability at the measurement date.

See Note 3, Fair Value Measurements, in our condensed consolidated financial statements for further discussion regarding our fair value disclosures.

Deferred income taxes

We record deferred income taxes as assets or liabilities on our balance sheet to reflect the net tax effect of the temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and their respective tax bases. Deferred tax assets and liabilities are measured by applying enacted tax rates in effect for the years in which such differences are expected to reverse. Our deferred tax assets result from temporary differences primarily attributable to unearned premium reserves, unrealized losses on investments and loss reserves. Our deferred tax liabilities result primarily from deferred policy acquisition costs. We review the need for a valuation allowance related to our deferred tax assets each quarter. We reduce our deferred tax assets by a valuation allowance when we determine that it is more likely than not that some portion or all of the deferred tax assets will not be realized. The assessment of whether or not a valuation allowance is needed requires us to use significant judgment. See Note 12, "Income Taxes" in our condensed consolidated financial statements for further discussion regarding our deferred tax assets and liabilities.

Recent Accounting Pronouncements

Refer to Note 1, "Nature of Operations and Significant Accounting Policies," in our unaudited condensed consolidated financial statements for further discussion regarding our recent accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Market risk is the risk of economic losses due to adverse changes in the estimated fair value of a financial instrument as the result of changes in interest rates, equity prices, foreign currency exchange rates and commodity prices. The primary component of market risk affecting us is interest rate risk associated with our investments in fixed maturity securities. We do not have material exposure to equity prices, foreign currency exchange rate risk or commodity risk.

Interest Rate Risk

Interest rate risk is the risk that we will incur economic losses due to adverse changes in interest rates. Fluctuations in interest rates have a direct effect on the market valuation of our fixed maturity securities. When market interest rates rise, the fair value of our securities decreases. Conversely, as interest rates fall, the fair value of our securities increases. Changes in interest rates will have an immediate effect on comprehensive loss and mezzanine equity and stockholders' equity, but will not ordinarily have an immediate effect on net income. We manage this interest rate risk by investing in securities with varied maturity dates and by managing the duration of our investment portfolio in directional relation to the duration of our reserves.

We had fixed maturity securities, short-term investments and cash and cash equivalents with a fair value of $859.4 million as of June 30, 2024 and $567.3 million as of December 31, 2023 that were subject to interest rate risk. The table below illustrates the sensitivity of the fair value of our fixed maturity securities, short-term investments and cash and cash equivalents to selected hypothetical changes in interest rates as of June 30, 2024 and as of December 31, 2023.

	As of June 30, 2024			As of December 31, 2023		
	Estimated Fair Value	Estimated Change in Fair Value	Estimated % Increase (Decrease) in Fair Value	Estimated Fair Value	Estimated Change in Fair Value	Estimated % Increase (Decrease) in Fair Value
	($ in thousands)					
200 basis point increase	$ 828,669	$ (30,768)	(3.6)%	$ 545,278	$ (22,070)	(3.9)%
100 basis point increase	843,796	(15,642)	(1.8)%	556,058	(11,290)	(2.0)%
No change	859,437	—	— %	567,348	—	— %
100 basis point decrease	875,165	15,728	1.8 %	578,978	11,631	2.1 %
200 basis point decrease	890,291	30,854	3.6 %	590,836	23,488	4.1 %

Changes in interest rates will have an immediate effect on other comprehensive income and mezzanine equity and stockholders' equity, but will not ordinarily have an immediate effect on net income. Actual results may differ from the hypothetical change in market rates assumed in this disclosure. This sensitivity analysis does not reflect the results of any action that we may take to mitigate such hypothetical losses in fair value.

Credit Risk

Credit risk is the potential loss resulting from adverse changes in an issuer's ability to repay its debt obligations. We have exposure to credit risk as a holder of fixed maturity securities. Our investment policy is designed to primarily invest in debt instruments of high credit quality issuers and to manage the amount of credit exposure with limits on particular ratings categories, limits for any one issuer and limits for sectors and regions. We monitor our investment portfolio to ensure that credit risk does not exceed prudent levels. The majority of our investment portfolio is invested in high credit quality, investment grade fixed maturity securities. As of June 30, 2024, our fixed maturity portfolio has an average rating by at least one nationally recognized rating organization of " AA+," with approximately 93.8% rated "A" or better. We purchase fixed maturity securities based on our assessment of the credit quality of the underlying assets without regard to insurance.

In addition, we are subject to credit risk as we cede a portion of our risks to reinsurers. Although our reinsurers are obligated to reimburse us to the extent we cede risk to them, we are ultimately liable to our policyholders on all risks we have ceded. As a result, reinsurance contracts do not limit our ultimate obligations to pay claims covered

under the insurance policies we issue and we might not collect amounts recoverable from our reinsurers. We address this credit risk by selecting reinsurers that have an A.M. Best rating of "A" (Excellent) or better at the time we enter into the agreement and by performing, along with our reinsurance broker, periodic credit reviews of our reinsurers. As of June 30, 2024, 100% of our reinsurance recoverables were either derived from reinsurers rated "A" (Excellent) by A.M. Best, or better.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports we file under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate, to allow timely decisions regarding required financial disclosure.

As of the end of the period covered by this Quarterly Report on Form 10-Q, we carried out an evaluation, under the supervision and with the participation of our management, including our CEO and CFO, of the effectiveness of the design and operation of our disclosure controls and procedures defined under Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based upon this evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

No changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the quarter ended June 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

The effectiveness of any system of controls and procedures is subject to certain limitations, and, as a result, there can be no assurance that our controls and procedures will detect all errors or fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system will be attained.

PART II. - OTHER INFORMATION

Item 1. Legal Proceedings

We are subject to routine legal proceedings in the normal course of operating our insurance business. We are not currently involved in any legal proceedings which reasonably could be expected to have a material adverse effect on our business, results of operations or financial condition.

Item 1A. Risk Factors

A description of the risks and uncertainties associated with our business is set forth below. You should carefully consider the following information about these risks, together with the other information contained in this Quarterly Report on Form 10-Q, including our condensed consolidated financial statements and the notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations." If any of the following risks actually occur, our business, financial condition or results of operations may be materially adversely affected. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations. Some statements in this Quarterly Report on Form 10-Q, including statements in the following risk factors, constitute forward-looking statements. See "Cautionary Note Regarding Forward-Looking Statements."

Risks Related to Our Business and Industry

Our financial condition and results of operations could be materially adversely affected if we do not accurately assess our underwriting risk.

Our underwriting success depends on our ability to accurately assess the risks associated with the business we write and retain. We rely on the experience of our underwriting staff in assessing those risks. If we misunderstand the nature or extent of the risks, we may fail to establish appropriate premium rates or terms and conditions which could adversely affect our financial results. In addition, our employees, including members of management and underwriters, make decisions and choices in the ordinary course of business that involve exposing us to risk.

Competition for business in our industry is intense.

We face competition from other specialty insurance companies, standard insurance companies, managing general agencies ("MGAs") and in some instances, decisions by potential insureds to self-insure if premiums are too high. Competition in the insurance industry is based on many factors, including price of coverage, general reputation and perceived financial strength of the company, relationships with distribution partners, terms and conditions of products offered, ratings assigned by independent rating agencies, speed of claims payment and reputation and the experience and reputation of the members of our underwriting team in the particular lines of insurance we seek to underwrite. In recent years, the insurance industry has undergone some consolidation, which may further increase competition. The cost, capital and insurance synergies and combined underwriting leverage resulting from consolidation may mean a larger global insurer is able to compete more effectively and also may be more attractive than us to brokers and agents looking to place business. Larger insurers also may have lower operating costs and an ability to absorb greater risk while maintaining their financial strength ratings, thereby allowing them to price their products more competitively. If such competitive pressures reduce rates or negatively affect terms and conditions considerably, we may reduce our future underwriting activities in those lines thus resulting in reduced premiums and a potential reduction in expected earnings. Competitors may also have a longer operating history and more market recognition than we do in certain lines of business.

A number of new, proposed or potential industry or legislative developments could further increase competition in our industry. Additionally, the possibility of federal regulatory reform of the insurance industry could increase competition from standard carriers.

We may not be able to continue to compete successfully in the insurance markets. Increased competition in these markets could result in a change in the supply and demand for insurance and affect our ability to price our

products at risk-adequate rates, retain existing business or underwrite new business on favorable terms. If increased competition limits our ability to transact business, our operating results could be adversely affected.

Inability to maintain our strategic relationship with AmFam would materially adversely affect our business.

As of June 30, 2024, AmFam effectively owns approximately a 18.9% indirect interest in us through its ownership interest in BIHL. We leverage AmFam's legal entities, ratings and licenses through our managing general agency agreements ("MGA Agreements") with Homesite Insurance Company, Homesite Insurance Company of Florida and Midvale Indemnity Company (together the "AmFam Issuing Carriers") and the Amended and Restated Quota Share Reinsurance Agreement with AmFam (the "AmFam Quota Share Agreement"). Through our MGA Agreements, BSUI underwrites premiums on behalf of the AmFam Issuing Carriers. Through the AmFam Quota Share Agreement, as of May 23, 2024, AmFam cedes 100.0% of this risk, along with the premiums to BICI and receives a ceding fee that is 2.0% on net premiums assumed. Separately, another AmFam subsidiary also negotiates reinsurance terms for its participation in our outward reinsurance program. Through our MGA Agreements, we also provide underwriting and claims handling services from BSUI to the AmFam Issuing Carriers. In essence, we originate business on the paper of AmFam through BSUI writing policies issued by AmFam under the name of AmFam and reinsure 100.0% of the insurance business we originate to BICI, since we do not currently have the ratings to write policies under our own name and on our own paper. As a result, we rely on our strategic partnership with AmFam and any inability to maintain our strategic relationship with AmFam would materially adversely affect our business. These contractual arrangements may terminate or be terminated under certain circumstances and there can be no assurance that this strategic relationship will continue in the future, including on the same or similar terms, and if not, that we would be able to find a suitable replacement or another strategic partnership on favorable terms if at all. In the event that the MGA Agreements were terminated and we were not able to find another carrier with similar financial strength ratings with which we could partner, our ability to write new and renewal business would be significantly impacted as the amount of business we could write directly on BICI paper without BICI having its own stand alone financial strength rating from A.M. Best would be *de minimis*. See also "*—We may require additional capital in the future, which may not be available or may only be available on unfavorable terms.*"

A decline in AmFam's financial strength rating or financial size category may adversely affect our financial condition and results of operations.

Participants in the insurance industry use ratings from independent ratings agencies, such as A.M. Best, as an important means of assessing the financial strength and quality of insurers. In setting its ratings, A.M. Best performs quantitative and qualitative analyses of a company's balance sheet strength, operating performance and business profile. A.M. Best financial strength ratings range from "A++" (Superior) to "F" for insurance companies that have been publicly placed in liquidation.

We do not currently have a standalone A.M. Best rating for BICI. However, our strategic partner, AmFam and the AmFam Issuing Carriers, have an "A" (Excellent) financial strength rating and a XV financial size category from A.M. Best as of December 31, 2023. A downgrade or withdrawal of AmFam's financial strength rating or reduction in its financial size category could result in any of the following consequences, among others:

- causing current and future distribution partners and insureds to choose other competitors; or
- severely limiting or preventing the writing of new and renewal insurance contracts.

A.M. Best's analysis includes comparisons to peers and industry standards as well as assessments of operating plans, philosophy and management. A.M. Best periodically reviews AmFam's financial strength rating and may revise it upward or downward at its discretion based primarily on its analyses of AmFam's balance sheet strength, operating performance and business profile.

In addition, in view of the earnings and capital pressures experienced by many financial institutions, including insurance companies, it is possible that rating organizations will heighten the level of scrutiny that they apply to such institutions, increase the frequency and scope of their credit reviews, request additional information from the companies that they rate, or increase the capital and other requirements employed in the rating organizations' models for maintenance of certain ratings levels.

We anticipate that we will continue to leverage our strategic relationship with AmFam for lines of business that require an "A" financial strength rating from A.M. Best and any downgrade or withdrawal of AmFam's rating could have a material adverse effect on our business. A.M. Best assigns ratings that are intended to provide an independent opinion of an insurance company's ability to meet its obligations to policyholders and is not an evaluation directed to investors and is not a recommendation to buy, sell or hold stock or any other securities an insurance group may issue.

Because our business depends on insurance retail agents, brokers and wholesalers, we are exposed to certain risks arising out of our reliance on these distribution channels that could adversely affect our results.

Substantially all of our products are ultimately distributed through independent retail agents and brokers who have the principal relationships with policyholders. Retail agents and brokers generally own the "renewal rights," and thus our business model depends on our relationships with, and the success of, the retail agents and brokers with whom we do business. Further, we also depend on the relationships our wholesalers maintain with the agents and brokers from whom they source their business.

Our relationship with our retail agents, brokers and wholesalers may be discontinued at any time, subject to the terms of the respective producer agreements and applicable regulatory requirements. Even if the relationships do continue, they may not be on terms that are profitable for us. For example, as insurance distribution firms continue to consolidate, their ability to influence commission rates may increase as may the concentration of business we have with a particular broker. Consolidation of distributors may also increase the likelihood that distributors will try to renegotiate the terms of existing selling agreements to terms less favorable to us. Further, certain premiums from policyholders, where the business is produced by brokers, are collected directly by the brokers and remitted to us. In certain jurisdictions, when the insured pays its policy premiums to its broker for payment on behalf of our insurance company subsidiary, the premiums may be considered to have been paid under applicable insurance laws and regulations. Accordingly, the insured would no longer be liable to us for those amounts, whether or not we have actually received the premium from that broker. Consequently, we assume a degree of credit risk associated with the brokers with which we work. Although the failure by any of our brokers to remit premiums to us has not been material to date, there may be instances where our brokers collect premiums but do not remit them to us and we may be required under applicable law to provide the coverage set forth in the policy despite the related premiums not being paid to us. Similarly, if we are limited in our ability to cancel policies for non-payment, our underwriting profits may decline and our financial condition and results of operations could be materially and adversely affected. Also, if insurance distribution firm consolidation continues at its current pace or increases in the future, our sales channels could be materially affected in a number of ways, including loss of market access or market share in certain geographic areas. Specifically, we could be negatively affected due to loss of talent as the people most knowledgeable about our products and with whom we have developed strong working relationships exit the business following an acquisition or increases in our commission costs as larger distributors acquire more negotiating leverage over fees. Any such disruption that materially affects our sales channel could have a negative impact on our financial condition and results of operations.

We periodically review the agencies, brokers and wholesalers with whom we do business to identify those that do not meet our profitability standards, are not aligned with our business objectives or do not comply with applicable laws and regulations. Following these periodic reviews, we may restrict such distributors' access to certain types of products or terminate our relationship with them, subject to applicable contractual and regulatory requirements that limit our ability to terminate agents or require us to renew policies. Even through the utilization of these measures, we may not achieve the desired results.

Because we rely on these distributors as our sales channel and for some additional services that we receive from these distributors, any deterioration in the relationships with our distributors or failure to provide competitive compensation could lead our distributors to place more premium with other carriers and less premium with us. In addition, we could be adversely affected if the distributors with which we do business exceed their granted authority, fail to transfer collected premium to us, breach the obligations that they owe to us or fail to perform such additional services. Although we routinely monitor our distribution relationships, such actions could expose us to liability.

As the speed of digitization accelerates, we are subject to risks associated with both our distributors and their ability to keep pace. In an increasingly digital world, distributors who cannot provide a digital or technology-driven experience risk losing customers who demand such an experience, and such customers may choose to do business with more technology-driven distributors.

We rely on a select group of brokers, and such relationships may not continue.

We distribute the majority of our products through a select group of brokers. For the six months ended June 30, 2024, 71.4%, or $224.0 million, of our gross written premiums were distributed through four of our approximately 54 brokers.

Our relationship with any of these brokers may be discontinued at any time, subject to the terms of the respective producer agreements and applicable regulatory requirements. Even if the relationships do continue, they may not be on terms that are profitable for us. Consolidation could impact relationships with, and fees paid to, some agents and brokers. If brokers merge with or acquire each other, there could be a resulting failure or inability of brokers to market our products successfully or the loss of a substantial portion of the business sourced by one or more of our key brokers. The termination of a relationship with one or more significant brokers could result in lower gross written premiums and could have a material adverse effect on our results of operations or business prospects.

We may be unable to continue purchasing third-party reinsurance in amounts we desire on commercially acceptable terms or on terms that adequately protect us, and this inability may materially adversely affect our business, financial condition and results of operations.

We strategically purchase reinsurance from third parties which enhances our business by protecting capital from severity events (either large single event losses or catastrophes) and reducing volatility in our earnings. Reinsurance involves transferring, or ceding, a portion of our risk exposure on policies that we write to another insurer, the reinsurer, in exchange for a cost. If we are unable to renew our expiring contracts, enter into new reinsurance arrangements on acceptable terms or expand our coverage, our loss exposure could increase, which would increase our potential losses related to loss events. If one of our reinsurers changes its strategic plan and is no longer actively writing new business on a going forward basis, it may become more difficult to obtain new reinsurance arrangements on favorable terms. If we are unwilling to bear an increase in loss exposure, we may need to reduce the level of our underwriting commitments, which could materially adversely affect our business, financial condition and results of operations.

There are situations in which reinsurers may exclude certain coverages from, or alter terms in, the reinsurance contracts we enter into with them. As a result, we, like other insurance companies, could write insurance policies which to some extent do not have the benefit of reinsurance protection. These gaps in reinsurance protection expose us to greater risk and greater potential losses.

We may also write risks that do not fall within the coverage provided by our reinsurance contracts, or we may purchase types of reinsurance that inadequately cover our risks, and in such an event, we may be exposed to greater risk and greater potential losses.

Our losses and loss expense reserves may be inadequate to cover our actual losses, which could have a material adverse effect on our financial condition, results of operations and cash flows.

Our success depends on our ability to assess the risks related to the businesses and people that we insure accurately. We establish losses and loss adjustment expense reserves for the best estimate of the ultimate payment of all claims that have been incurred, or could be incurred in the future, and the related costs of adjusting those claims, as of the date of our financial statements. Reserves do not represent an exact calculation of liability. Rather, reserves represent an estimate of what we expect the ultimate settlement and administration of claims will cost us based on information available at that time, and our ultimate liability may be greater or less than our estimate.

As part of the reserving process, we use similar processes for assessing the risks related to our business written on an admitted basis and on a non-admitted basis and thus this is generally not a variable that effects our estimates. In each case, we both review our historical data, which is limited given our short operating history, and industry data

that is available to us from actuarial consultants and other publicly available sources, as well as consider the impact of such factors as:

- claims inflation, which is the sustained increase in cost of raw materials, labor, medical services and other components of claims cost;
- claims development patterns by line of business, as well as frequency and severity trends;
- pricing for our products;
- legislative activity;
- social and economic patterns; and
- litigation, judicial and regulatory trends.

These variables are affected by both internal and external events that could increase our exposure to losses, and we continually monitor our loss reserves using new information on reported claims and a variety of statistical techniques and modeling simulations. Most or all of these factors are not directly quantifiable, particularly on a prospective basis. It is possible that we may make underwriting decisions based on incorrect or incomplete information. If inadequate or inaccurate information is provided to us, we may misunderstand the nature or extent of the activities or facilities and the corresponding extent of the risks that we insure. Further, this process assumes that past experience, adjusted for the effects of current developments, anticipated trends and market conditions, is an appropriate basis for predicting future events. There is, however, no precise method for evaluating the impact of any specific factor on the adequacy of loss reserves and actual results may deviate, perhaps substantially, from our reserve estimates. For instance, the following uncertainties may have an impact on the adequacy of our reserves:

- When a claim is received, it may take considerable time to appreciate fully the extent of the covered loss suffered by the insured and, consequently, estimates of loss associated with specific claims can increase over time. Consequently, estimates of loss associated with specified claims can change as new information emerges, which could cause the reserves for the claim to become inadequate.
- New theories of liability are enforced retroactively from time to time by courts. See also "—Unexpected changes in the interpretation of our coverage or provisions, including loss limitations and exclusions, in our policies could have a material adverse effect on our financial condition and results of operations."
- Volatility in the financial markets, economic events and other external factors may result in an increase in the number of claims and/or severity of the claims reported. In addition, elevated inflationary conditions, among other things, cause loss costs to increase. See also "—Adverse economic factors, including recession, inflation, periods of high unemployment or lower economic activity could result in the sale of fewer policies than expected or an increase in frequency of claims and premium defaults, and even the falsification of claims, or a combination of these effects, which, in turn, could affect our growth and profitability."
- If claims were to become more frequent, even if we had no liability for those claims, the cost of evaluating such potential claims could escalate beyond the amount of the loss adjustment expense reserves we have established. As we enter into new lines of business, or as a result of new theories of claims, we may encounter an increase in claims frequency and greater claims handling costs than we had anticipated.

If any of our reserves should prove to be inadequate, we will be required to increase our reserves resulting in a reduction in our net income and total mezzanine equity and stockholders' equity in the period in which the deficiency is identified. Future loss experience substantially in excess of established reserves could also have a material adverse effect on our future earnings and liquidity.

Given the inherent uncertainty of risk assessment and underwriting tools and algorithms, the usefulness of such tools to evaluate risk is subject to a high degree of uncertainty that could result in actual losses that are

materially different than our estimates. A deviation from our loss estimates may adversely impact, perhaps significantly, our financial results.

Our approach to risk management relies on subjective variables that entail significant uncertainties. In addition, we rely on historical data and scenarios in managing risks in our investment portfolio. The estimates, tools, data and algorithms that we use to estimate losses and manage risks may not produce accurate predictions and consequently, we could incur losses both in the risks we underwrite and to the value of our investment portfolio.

We use proprietary underwriting tools, which we refer to as "BRATs", for the lines in which we write business, which are further supplemented with customized third-party data. Our key business leaders leverage their respective BRATs to evaluate submissions and, over time, have built line of business-specific capabilities, capturing exposures and drivers of the losses that are relevant to each submission. Each of our three underwriting divisions has its own unique set of BRATs. Each BRAT stores data in our core operating system for each submission, regardless of whether we ultimately write the account. The Professional Liability BRAT data is supplemented by third-party vendor data integrated directly into its algorithms. We use these BRATs across departments during our underwriting process to evaluate each risk. However, given the inherent uncertainty of underwriting tools and algorithms and the application of such techniques, these tools, algorithms and databases may not accurately address a variety of matters which may impact certain of our coverages.

Small changes in assumptions, which depend heavily on our judgment and foresight, can have a significant impact on the outputs of BRATs and other tools we use. These assumptions address a number of factors that impact loss potential; and these factors vary considerably across lines of business and specific BRATs. Examples include, but are not limited to: business class, industry classifications or areas of practice or operations; company financial condition; stock price volatility; insured investment strategies; company policies and procedures; distribution and volatility of expected claim amounts; future trends in claim severity and frequency; expected development of historical paid and reported claims; and regulatory and judicial environment associated with insured location or venue. Furthermore, there are risks which are either poorly represented or not represented at all by our BRATs or other tools and algorithms. These uncertainties can include, but are not limited to, the following:

- the tools do not address all the possible hazard characteristics;
- the tools may not accurately represent loss potential to insurance or reinsurance contract coverage limits, terms and conditions; and
- the tools may not accurately reflect economic, financial, judicial, political, or regulatory impact on insurance claim payments.

The outputs from the BRATs and other tools we use, together with other qualitative and quantitative assessments, are used in our underwriting process to evaluate risk. Our methodology for estimating losses may differ from methods used by other companies and external parties given the various assumptions and judgments required.

As a result of these factors and contingencies, our reliance on assumptions, tools and data we use is subject to a high degree of uncertainty that could result in actual losses that are materially different from our estimates and our financial results could be adversely affected.

We rely on third-party data, and inaccuracies in such data could adversely impact our ability to estimate losses and manage risks.

Due to our limited operating history, we have generated limited amounts of our own data and instead must rely on data from third parties. We use data from third parties in our BRATs and other underwriting tools as part of our underwriting process to evaluate risks and estimate losses. We rely on these third parties to ensure that the data they provide is accurate. Inaccurate data could affect our ability to effectively estimate losses, resulting in actual losses that are materially different from our estimates, which could have an adverse impact on our business, financial condition and results of operations.

Unexpected changes in the interpretation of our coverage or provisions, including loss limitations and exclusions, in our policies could have a material adverse effect on our financial condition and results of operations.

Loss limitations or exclusions in our policies may not be enforceable in the manner we intend. Changes in legal, judicial, social and other external conditions beyond our control can cause unexpected and unintended issues related to claims and coverage. For example, there may be policy provisions for which no judicial precedent interpreting the policy language exists. For matters of first impression, judicial interpretations can vary widely depending on jurisdictional and judicial factors, and often take several years to work through subsequent appellate channels to reach final judgment on the interpretation of such language. Additionally, it is possible that legislative or regulatory bodies may target a specific exclusion or limitation of coverage rendering the provision unenforceable or to be interpreted in a manner inconsistent with the intent of the insurer. In addition, court decisions could read policy exclusions narrowly so as to expand coverage, thereby requiring insurers to create and write new exclusions. For example, a January 2022 ruling from a court in New Jersey, which was upheld by the appellate court, denied the applicability of war exclusions with respect to nation-state-led cyber attacks and permitted a large global healthcare company to recover under certain of its insurance policies for a ransomware attack. Such actions could result in higher than anticipated losses and loss adjustment expenses, which could have a material adverse effect on our financial condition and results of operations.

These issues may adversely affect our business by either broadening coverage beyond our underwriting intent or by increasing the frequency or severity of claims. In some instances, these changes may not become apparent until some time after we have issued insurance contracts that are affected by the changes. As a result, the full extent of liability under our insurance contracts may not be known for many years after a contract is issued.

Outward reinsurance is a key part of our strategy, subjecting us to the credit risk of our reinsurers and may not be available, affordable or adequate to protect against losses.

Outward reinsurance is a key part of our strategy, and our outward reinsurance protection may not be sufficient for all eventualities, which could expose us to greater risk and greater potential loss, which could in turn have a material adverse effect on our business, financial condition, results of operations and prospects. In particular, if a number of large losses occur in any one year, there is a chance that we could exhaust our outward reinsurance. In this event, it is not certain that further reinsurance coverage would be available on acceptable terms, or at all, for the remainder of that year or for future years which could materially increase the risks and losses we retain.

Collectability of reinsurance depends on the solvency of reinsurers and their willingness to make payments under the terms of reinsurance agreements. In particular, we can be exposed to non-coterminous wording risk under such agreements, including interpretations by our reinsurers that they may withhold payment for losses. As such, the terms and conditions of the reinsurance purchased by us may not provide precise coverage for the losses we incur on the underlying insurance or reinsurance which we have sold. While all of our reinsurers are currently are highly rated, their ratings could be downgraded in the future. Finally, a material deterioration in the capital levels of our reinsurance counterparties may reduce the amount of statutory capital relief provided by our reinsurance arrangements, which could result in our failure to meet our own statutory capital requirements. A reinsurer's insolvency or inability or unwillingness to make payments under the terms of a reinsurance arrangement could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our reinsurers may not reimburse us for claims on a timely basis, or at all, which may materially adversely affect our business, financial condition and results of operations.

The reinsurance contracts into which we enter to help manage our risks require us to pay premiums to the reinsurance carriers who will in turn reimburse us for a portion of covered policy claims. In many cases, a reinsurer will be called upon to reimburse us for policy claims many years after we paid insurance premiums to the insurer. Although reinsurance makes the reinsurer liable to us to the extent the risk is transferred or ceded to the reinsurer, it does not relieve us (the ceding insurer) of our primary liability to our policyholders. Our current reinsurance program is designed to limit our financial risk. However, our reinsurers may not pay claims we incur on a timely basis, or they may not pay some or all of these claims. For example, reinsurers may default in their financial

obligations to us as the result of insolvency, lack of liquidity, operational failure, political and/or regulatory prohibitions, fraud, asserted defenses based on agreement wordings or the principle of utmost good faith, asserted deficiencies in the documentation of agreements, or other reasons. In addition, if reinsurers consolidate, such reinsurers' willingness to pay claims in the same timely manner as prior to such consolidation may change. Any disputes with reinsurers regarding coverage under reinsurance contracts could be time consuming, costly and uncertain of success. These risks could cause us to incur increased net losses, and, therefore, adversely affect our financial condition. As of June 30, 2024, we had $192.0 million of aggregate reinsurance recoverables; 100% of these reinsurance recoverables were derived from reinsurers currently with an "A" (Excellent) financial strength rating from A.M. Best, or better.

We may act based on inaccurate or incomplete information regarding the accounts we underwrite.

We rely on information provided by insureds or their representatives when underwriting insurance policies. While we may make inquiries to validate or supplement the information provided, we may make underwriting decisions based on incorrect or incomplete information. It is possible that we will misunderstand the nature or extent of the activities or facilities and the corresponding extent of the risks that we insure because of our reliance on inadequate or inaccurate information.

Our failure to accurately and timely pay claims could materially and adversely affect our business, financial condition, results of operations and prospects.

We must accurately and timely evaluate and pay claims that are made under our policies. Many factors affect our ability to pay claims accurately and timely, including the training and experience of our claims representatives, the effectiveness of our management, and our ability to develop or select and implement appropriate procedures and systems to support our claims functions and other factors. Our failure to pay claims accurately and timely could lead to regulatory and administrative actions or material litigation, including bad faith claims, undermine our reputation in the marketplace and materially and adversely affect our business, financial condition, results of operations and prospects.

Excessive risk taking could negatively affect our financial condition and business.

As an insurance enterprise, we are in the business of binding certain risks. The employees who conduct our business, including executive officers and other members of management, underwriters and other employees, do so in part by making decisions and choices that involve exposing us to risk. These include decisions, such as setting underwriting guidelines and standards, product design and pricing, determining which business opportunities to pursue and other decisions. We endeavor, in the design and implementation of our compensation programs and practices, to avoid giving our employees incentives to take excessive risks. Employees may, however, take such risks regardless of the structure of our compensation programs and practices. Similarly, although we employ controls and procedures designed to monitor employees' business decisions and prevent them from taking excessive risks, these controls and procedures may not be effective. If our employees take excessive risks, the impact of those risks could have a material adverse effect on our financial condition, results of operations and business.

In addition, while we generally do not delegate underwriting and binding authority, we do distribute an insurance product through a program administrator in connection with a risk purchasing group to whom we have issued a master policy. While this program administrator is contractually obligated to follow our underwriting guidelines, it can issue individual certificates of insurance to policyholders without receiving our approval for each individual risk. If this program administrator takes excessive risks and fails to comply with our underwriting guidelines and the terms of its appointment, we could be bound on a particular risk or number of risks that were not anticipated when we developed the insurance product or estimated our potential losses and loss adjustment expenses. Such actions and excessive risk taking by the program administrator could adversely affect our results of operations.

If actual renewals of our existing contracts do not meet expectations, our gross written premiums in future years and our future results of operations could be materially adversely affected.

In our financial forecasting process, we make assumptions about the rates of renewal of our existing contracts. The insurance and reinsurance industries have historically been cyclical businesses with intense competition, often

based on price. If actual renewals do not meet expectations or if we choose not to write renewals because of pricing conditions or terms, our gross written premiums in future years and our future operations could be materially adversely affected.

Cyber threats are an evolving risk area affecting not only the specific cyber insurance market but also the liability coverage we provide which may adversely affect us.

We have introduced processes to manage our potential liabilities as a result of specific cyber coverage and other coverage we provide to our policyholders. However, given that cyber is an area where the threat landscape is uncertain and continuing to evolve, there is a risk that increases in the frequency and effectiveness of cyberattacks on our policyholders could adversely affect (possibly to a material extent) our business, financial condition, results of operations and prospects. This risk also depends on the measures the individual policyholders use to protect themselves to keep pace with the emerging threat, as well as the development and issuance of policy terms and conditions which are reactive to the evolving threat landscape.

Changes in accounting practices and future pronouncements may materially affect our reported financial results and business.

Various authoritative accounting or regulatory entities, including the Financial Accounting Standards Board ("FASB") and the SEC may amend, expand and/or eliminate the financial accounting or reporting standards that govern the preparation of our condensed consolidated financial statements or could reverse their previous interpretations or positions on how various financial accounting and/or reporting standards should be applied. Various FASB and SEC proposals are pending and such proposals are subject to change. Developments in accounting practices may require us to incur considerable additional expenses to comply, particularly if we are required to prepare information relating to prior periods for comparative purposes or to apply the new requirements retroactively. The impact of changes in current accounting practices and future pronouncements cannot be predicted but may affect the calculation of net income, total mezzanine equity and stockholders' equity and other relevant financial statement line items.

BICI is required to comply with the Statutory Accounting Principles ("SAP") established by the National Association of Insurance Commissioners (the "NAIC"). SAP and various components of SAP are subject to constant review by the NAIC and its task forces and committees, as well as state insurance departments, in an effort to address emerging issues and otherwise improve financial reporting. Various proposals are pending before committees and task forces of the NAIC, some of which, if enacted and adopted on a state level, could have negative effects on insurance industry participants. The NAIC continuously examines existing laws and regulations. We cannot predict whether or in what form such reforms will be enacted and, if so, whether the enacted reforms will positively or negatively affect us.

In addition, the NAIC Accounting Practices and Procedures manual provides that state insurance departments may permit insurance companies domiciled therein to depart from SAP by granting them permitted accounting practices. We cannot predict whether or when the insurance departments of the states of domicile of our competitors may permit them to utilize advantageous accounting practices that depart from SAP, the use of which is not permitted by the Office of the Commissioner of Insurance of Wisconsin (the "Wisconsin OCI"), the insurance regulator of the state of domicile of BICI. We can give no assurance that future changes to SAP or components of SAP or the grant of permitted accounting practices to its competitors will not have a negative impact on us.

We may not be able to effectively start up or integrate new product opportunities.

Our ability to grow our business depends, in part, on our development, implementation or acquisition of new insurance products that are profitable and fit within our risk appetite and business model. New product launches such as our Baleen initiative, as well as resources to integrate business acquisitions, are subject to many obstacles, including ensuring we have sufficient business and systems processes, determining appropriate pricing, obtaining reinsurance, assessing opportunity costs and regulatory burdens and planning for internal infrastructure needs. If we cannot accurately assess and overcome these obstacles or we improperly implement new insurance products, our ability to grow profitably will be impaired.

Adverse economic factors, including recession, inflation, periods of high unemployment or lower economic activity could result in the sale of fewer policies than expected or an increase in the frequency of claims and premium defaults, and even the falsification of claims, or a combination of these effects, which, in turn, could affect our growth and profitability.

Factors, such as business revenue, economic conditions, the volatility and strength of the capital markets and inflation can affect the business and economic environment. These same factors affect our ability to generate revenue and profits. In an economic downturn that is characterized by higher unemployment, declining spending and reduced corporate revenue, the demand for insurance products is generally adversely affected, which directly affects our premium levels and profitability. Negative economic factors may also affect our ability to receive the appropriate rate for the risk we insure with our policyholders and may adversely affect the number of policies we can write, and our opportunities to underwrite profitable business. In an economic downturn, our customers may have less need for insurance coverage, cancel existing insurance policies, modify their coverage or not renew the policies they hold with us. Existing policyholders may exaggerate or even falsify claims to obtain higher claims payments. In addition, if certain segments of the economy, such as the construction segments, were to significantly change, it could adversely affect our results. These outcomes would reduce our underwriting profit to the extent these factors are not reflected in the rates we charge. Given our limited operating history, we have not experienced the inflationary impacts on our claims or investments that many other insurance companies may have experienced with respect to historical losses or investment portfolios with longer histories. However, given the recent inflationary pressures, we seek to set our rates at a level which we believe will reflect the anticipated impacts of inflation. In addition, certain lines of business, including our Excess Projects and Primary Projects lines of business within our Casualty division, have seen fewer projects commence as a result of recent inflationary pressures. The impact of inflation is generally felt most in policies with longer durations and where the claims take a longer time to settle. Policies written on an occurrence form do see claims being notified under policies that were written years ago; the delay between the policy period and the notification of claims exposes us to the impact of inflation. Another way we are affected is by the length of time between the claim being notified and the claim being paid. A multi-year construction project with a period built in to report construction defects may be more exposed to inflation than a Cyber ransomware attack where the claim notice may be made almost immediately and the claim may be settled in months. As a general matter, casualty claims take longer to develop than claims for property insurance, which we do not currently write, and as a result, the impacts of inflation on casualty claims is generally greater than on property claims.

While the property and casualty insurance industry is generally currently experiencing a hard market, the insurance business is historically cyclical in nature, which may affect our financial performance and cause our operating results to vary from quarter to quarter and may not be indicative of future performance.

Historically, insurance carriers have experienced significant fluctuations in operating results due to competition, frequency and severity of catastrophic events, levels of capacity, adverse litigation trends, regulatory constraints, general economic conditions and other factors. The supply of insurance is related to prevailing prices, the level of insured losses and the level of capital available to the industry that, in turn, may fluctuate in response to changes in rates of return on investments being earned in the insurance industry. As a result, the insurance business historically has been a cyclical industry characterized by periods of intense price competition due to excessive underwriting capacity (soft market cycle) as well as periods when shortages of capacity increased premium levels (hard market cycle). Demand for insurance depends on numerous factors, including the frequency and severity of catastrophic events, levels of capacity, the introduction of new capital providers and general economic conditions. All of these factors fluctuate and may contribute to price declines generally in the insurance industry.

Although an individual insurance company's financial performance depends on its own specific business characteristics, the profitability of most P&C companies tends to follow this cyclical market pattern with higher gross written premium growth and improved profitability during hard market cycles. Further, this cyclical market pattern can be more pronounced in the non-admitted or E&S market than in the standard insurance market. When the standard insurance market hardens, the E&S market typically hardens, and growth in the E&S market can be significantly more rapid than growth in the standard insurance market. Similarly, when conditions begin to soften, many customers that were previously driven into the E&S market may return to the admitted market, exacerbating the effects of rate decreases on our financial results.

While the P&C industry is currently in an overall hard market cycle and it has been reported that the P&C market has been hard for the past several years, our business lines may not be affected equally. We believe current conditions have more strongly affected our Casualty division, compared to our Healthcare division which is experiencing more mixed conditions across its business lines and our Professional Liability division which has seen some softening of rates, particularly in public directors and officers line of business, after a couple years of significant rate increases.

We cannot predict the timing or duration of changes in the market cycle because the cyclicality is due in large part to the actions of our competitors and general economic factors. As a result, our operating results are subject to fluctuation due to a number of factors, including the general economic conditions in the markets where we operate, the frequency of occurrence or severity of catastrophe or other insured events, fluctuating interest rates, claims exceeding our loss reserves, competition in our industry, deviations from expected premium retention rates of our existing policies and contracts, adverse investment performance and the cost of reinsurance coverage.

Performance of our investment portfolio is subject to a variety of investment risks that may adversely affect our financial results.

Our results of operations depend, in part, on the performance of our investment portfolio. We seek to maintain a diversified portfolio of fixed income investments that is managed by a third-party investment management firm, New England Asset Management Inc. ("NEAM"), which is a wholly-owned subsidiary of Berkshire Hathaway Inc., in accordance with our investment policy and strategy that is reviewed and approved by our board of directors on a regular basis. However, our investments are subject to general economic conditions, volatility and market risks as well as risks inherent to specific securities. Our primary market risk exposures are to changes in interest rates and credit spreads. See "Quantitative and Qualitative Disclosures about Market Risk."

Our investment portfolio consists almost entirely of cash, cash equivalents and investment-grade fixed-income securities. Interest rates have increased significantly since 2021. Should the recent rate increases cease or decline, including as a result of steps taken by the federal government to slow inflation, such as the passage of the Inflation Reduction Act of 2022, a low interest rate environment would place pressure on our net investment income, particularly as it relates to these securities and short-term investments, which, in turn, may adversely affect our results of operations. Recent and future increases in interest rates could cause the values of our fixed income securities portfolios to decline, with the magnitude of the decline depending on the duration of securities included in our portfolio and the amount by which interest rates increase. Some fixed income securities have call or prepayment options, which create possible reinvestment risk in declining rate environments. Other fixed income securities, such as mortgage-backed and asset-backed securities, carry prepayment risk, or, in a rising interest rate environment, may not prepay as quickly as expected.

All of our fixed maturity securities are subject to credit risk. Credit risk is the risk that certain investments may default or become impaired due to deterioration in the financial condition of one or more issuers of the securities we hold, or due to deterioration in the financial condition of an insurer that guarantees an issuer's payments on such investments. Downgrades in the credit ratings of fixed maturity securities (where rated) could also have a significant negative effect on the market valuation of such securities.

The above market and credit risks could reduce our net investment income and result in realized investment losses. Our investment portfolio is subject to increased valuation uncertainties when investment markets are illiquid. The valuation of investments is more subjective when markets are illiquid, thereby increasing the risk that the estimated fair value (i.e., the carrying amount) of the securities we hold in our portfolio do not reflect prices at which actual transactions would occur.

Risks for all types of securities are managed through the application of our investment policy, which establishes investment parameters that include, but are not limited to, allocation of investment in certain types of securities, duration targets and minimum levels of credit quality, which we believe are within applicable guidelines established by the NAIC and comply with Wisconsin insurance laws and regulations governing investments.

Although we seek to preserve our capital, we cannot be certain that our investment objectives will be achieved, and results may vary substantially over time. In addition, although we seek to employ investment strategies that are

not correlated with our insurance and reinsurance exposures, losses in our investment portfolio may occur at the same time as underwriting losses and, therefore, exacerbate the adverse effect of the losses on us.

Pandemics, geopolitical and social events, severe weather conditions, including the effects of climate change and catastrophes, as well as man-made event events may adversely affect our business, results of operations and financial condition.

Our business is exposed to the risk of pandemics, outbreaks, public health crises and geopolitical and social events, including cyber warfare, and their related effects. Notwithstanding policy terms and conditions intended to preclude certain coverage for virus-related claims, court decisions and governmental actions may challenge the validity of any exclusions or our interpretation of how such terms and conditions operate. Courts have already challenged the applicability of war exclusions with respect to nation-state-led cyber attacks. If pandemics, outbreaks or geopolitical and other events occur or re-occur, our business, financial condition, results of operations and cash flows may be materially adversely affected.

In addition, although we do not currently write property insurance, our insureds are exposed to the risk of severe weather conditions, earthquakes and man-made catastrophes. Catastrophes can be caused by various events, including natural events such as severe winter weather, tornadoes, windstorms, earthquakes, hailstorms, severe thunderstorms and fires, or man-made events such as explosions, war, terrorist attacks and riots. Over the past several years, changing weather patterns and climatic conditions, such as global warming, have added to the unpredictability and frequency of natural disasters in certain parts of the world, including the markets in which we operate. Climate change may increase the frequency and severity of extreme weather events. This effect has led to conditions in the ocean and atmosphere, including warmer-than-average sea-surface temperatures and low wind shear that increase hurricane activity. The occurrence of a natural disaster could materially adversely affect our business, financial condition and results of operations. Additionally, any increased frequency and severity of such weather events, including hurricanes, may have unanticipated impacts on our insureds and therefore could have a material adverse effect on our ability to predict, quantify, reinsure and manage risk and may materially increase our losses resulting from such events.

Risks Related to Laws and Regulation

We are subject to extensive regulation, which may adversely affect our ability to achieve our business objectives. In addition, if we fail to comply with these regulations, we may be subject to penalties, including fines, suspensions, revoking licenses, orders to cease and desist operations and criminal prosecution, which may adversely affect our financial condition and results of operations.

Regulatory authorities in the states or countries in which our operating subsidiaries conduct business may require individual or company licensing to act as producers, brokers, agents, third-party administrators, managing general agents, reinsurance intermediaries, or adjusters. Insurance is required to be written through licensed agents and brokers. Under the laws of most states in the United States, regulatory authorities have relatively broad discretion with respect to granting, renewing and revoking producers', brokers' and agents' licenses to transact business in such state. The operating terms may vary according to the licensing requirements of the particular state, which may require that a firm operate in the state through a local corporation. Our subsidiaries must comply with laws and regulations of the jurisdictions in which they do business. In states in which we operate on a non-admitted basis, surplus lines brokers generally are required to certify that a certain number of licensed admitted insurers had been offered and declined to write a particular risk prior to placing that risk with us or that the coverage is otherwise unavailable from an admitted carrier.

Our insurance company subsidiary, BICI, is subject to extensive regulation in Wisconsin, its state of domicile, and to a lesser degree, any other states in which it may operate. Most insurance regulations are designed to protect the interests of insurance policyholders, as opposed to the interests of investors or stockholders. These regulations generally are administered by a department of insurance in each state and relate to, among other things, capital and surplus requirements, investment and underwriting limitations, affiliate transactions, dividend limitations, changes in control, solvency and a variety of other financial and non-financial aspects of our business. Significant changes in these laws and regulations, or how insurance departments interpret and enforce such laws and regulations, could

further limit our discretion or make it more expensive to conduct our business. State insurance regulators also conduct periodic examinations of the affairs of insurance and reinsurance companies and require the filing of annual and other reports relating to financial condition, holding company issues and other matters. These regulatory requirements may impose timing and expense constraints that could adversely affect our ability to achieve some or all of our business objectives.

We are subject to the insurance holding company laws of Wisconsin, which require BICI to register with the Wisconsin OCI and furnish information concerning the operations of companies within the holding company system that may materially affect the operations, management or financial condition of BICI. These statutes also provide that all transactions among members of a holding company system must be fair and reasonable and, if material or of specified types, such transactions require prior notice and approval or non-disapproval by the Wisconsin OCI. These prior notification and approval requirements may result in business delays and additional business expenses. If we fail to comply with such requirements or fail to comply with other applicable insurance regulations in Wisconsin, we may be subject to fines and penalties imposed by the Wisconsin OCI.

In addition, individual states may impose different requirements on an insurance company's ability to cancel a policy which may extend the period during which we are exposed to risk for a policy or individual states may have differing interpretations of contractual language or require specific wordings which may also expose us to additional risk. Individual states may also prohibit certain types of insurance which could limit the lines of business we may be able to write and adversely affect our ability to achieve some or all of our business objectives.

State insurance regulators also have broad discretion to suspend, deny or revoke licenses for various reasons, including the violation of regulations. In some instances, where there is uncertainty as to applicability, we follow practices based on our interpretations of regulations or practices that we believe generally to be followed by the industry. These practices may turn out to be different from the interpretations of regulatory authorities. If we do not have the requisite licenses and approvals or do not comply with applicable regulatory requirements, state insurance regulators could preclude or temporarily suspend us from carrying on some or all of our activities in their state or could otherwise penalize us. This could adversely affect our ability to operate our business. Further, changes in the level of regulation of the insurance industry or changes in laws or regulations themselves or interpretations by regulatory authorities could interfere with our operations and require us to bear additional costs of compliance, which could adversely affect our ability to operate our business.

State insurance regulators require insurance companies to maintain specified levels of statutory capital and surplus. Insurance regulators have broad powers to prevent reduction of statutory surplus to inadequate levels. BICI is subject to risk-based capital requirements and other minimum capital and surplus restrictions imposed under Wisconsin law. Wisconsin has largely adopted the model legislation promulgated by the NAIC pertaining to risk-based capital. These requirements establish the minimum amount of risk-based capital necessary for a company to support its overall business operations. It identifies P&C insurers that may be inadequately capitalized by looking at certain inherent risks of each insurer's assets and liabilities and its mix of net written premium. Insurers falling below a calculated threshold may be subject to varying degrees of regulatory action, including supervision, rehabilitation or liquidation. In addition to these requirements under Wisconsin law, BICI is also subject to certain surplus and risk-based capital requirements under a company-specific stipulation and order from the Wisconsin OCI (the "Wisconsin OCI Stipulation and Order"). Pursuant to the Wisconsin OCI Stipulation and Order, BICI is required to (i) have a compulsory surplus equal to the greater of (A) $3.0 million or (B) the sum of (x) 50.0% of gross written premiums for medical malpractice insurance (which business is written as part of our Healthcare division) and (y) 20.0% of gross written premiums for all other covered lines of insurance, (ii) maintain surplus in excess of its required security surplus standard under Wisconsin law and (iii) maintain a ratio of total adjusted capital to authorized control level risk-based capital of not less than 400.0%. Failure to maintain surplus and risk-based capital at the required levels could adversely affect the ability of BICI to maintain the regulatory authority necessary to conduct our business. In addition, state surplus lines laws, or laws pertaining to non-admitted insurance business, require that surplus lines brokers comply with diligent search/exempt commercial purchaser laws and affidavit/document filing requirements, as well as requiring the collection and paying of any taxes, stamping fees, assessment fees and other applicable charges on such business. E&S businesses, such as the Company, are often subject to special licensing, surplus lines tax and/or due diligence requirements by the home state of the insured.

Fines for failing to comply with these surplus lines requirements, specifically for failing to comply with the surplus lines licensing or due diligence requirements, vary by state but can range to several million dollars.

In addition, the NAIC has developed the Insurance Regulatory Information System ("IRIS"), which is part of a collection of analytical tools designed to provide state insurance regulators with an integrated approach to screening and analyzing the financial condition of insurance companies operating in their respective states. IRIS is intended to assist state insurance regulators in targeting resources to those insurers in greatest need of regulatory attention. IRIS consists of two phases: statistical and analytical. In the statistical phase, the NAIC database generates key financial ratio results based on financial information obtained from insurers' annual statutory statements. The analytical phase is a review of the annual statements, financial ratios and other automated solvency tools. The primary goal of the analytical phase is to identify companies that appear to require immediate regulatory attention. A ratio result falling outside the usual range of IRIS ratios is not considered a failing result; rather, unusual values are viewed as part of the regulatory early monitoring system. Insurance regulators will generally begin to investigate, monitor or make inquiries of an insurance company if four or more of the company's ratios fall outside the usual ranges. Although these inquiries can take many forms, regulators may require the insurance company to provide additional written explanation as to the causes of the particular ratios being outside of the usual range, the actions being taken by management to produce results that will be within the usual range in future years and what, if any, actions have been taken by the insurance regulator of the insurers' state of domicile. Regulators are not required to take action if an IRIS ratio is outside of the usual range, but depending upon the nature and scope of the particular insurance company's exception (for example, if a particular ratio indicates an insurance company has insufficient capital) regulators may act to reduce the amount of insurance the company can write or revoke the insurer's certificate of authority and may even place the company under supervision. For the year ended December 31, 2023, BICI had results outside the normal range in three categories. We believe our results for these ratios are attributable to our continued growth during our early years of operation. Management does not anticipate regulatory action as a result of these IRIS ratio results.

We may become subject to additional government or market regulation, which may have a material adverse impact on our business.

Our business could be adversely affected by changes in state laws, including those relating to asset and reserve valuation requirements, surplus requirements, limitations on investments and dividends, enterprise risk and risk-based capital requirements, and, at the federal level, by laws and regulations that may affect certain aspects of the insurance industry, including proposals for preemptive federal regulation. The U.S. federal government generally has not directly regulated the insurance industry except for certain areas of the market, such as insurance for flood, nuclear and terrorism risks. However, the federal government has undertaken initiatives or considered legislation in several areas that may affect the insurance industry, including tort reform, corporate governance and the taxation of reinsurance companies. Additionally, the Federal Insurance Office has the authority to monitor all aspects of the insurance sector. Entering into new lines of business may also subject us to new or additional regulations.

Changes in law, including relating to certain perils, could adversely affect our business.

A change in law, including relating to certain perils for which we write insurance or reinsurance, may have a significant impact on our ability to respond to certain events, including the manner and time frame for processing claims, the development of claim severity or the interpretation of the underlying policies. For example, plaintiff attorneys have been lobbying states to pass statutes prohibiting insurers from issuing defense within limits policies, particularly in the medical malpractice space, and Nevada has enacted a statute to that effect. If such a statute were to pass in a jurisdiction in which we operate, that would impede our ability to accurately price such policies. In addition, the statute of limitations for certain types of claims have been extended in certain states, such as New York through the Adult Survivors Act, and this could retroactively extend the period for which an insurance company has exposure. Changes in law and practice, including relating to certain perils for which we write insurance or reinsurance, may have a material adverse effect on our business, financial condition, results of operations and prospects.

Applicable insurance laws may make it difficult to effect a change of control.

Under applicable U.S. state insurance laws and regulations (including the laws of the state of Wisconsin), before a person can acquire control of a U.S. domestic insurer, prior written approval must be obtained from the insurance commissioner of the state where the insurer is domiciled, or the acquiror must request an exemption from the Form A filing and approval requirements or a determination of non-control (each, an "Exemption Request") or file a disclaimer of affiliation and/or control (a "Disclaimer") with the insurance department of such state and obtain approval thereon. Such approval would be contingent upon the state insurance commissioner's consideration of a number of factors, including among others, the financial strength of the proposed acquiror, the integrity and management of the acquiror's board of directors and executive officers, the acquiror's plans for the future operations of the domestic insurer, and any anti-competitive results that may arise from the consummation of the acquisition of control. Wisconsin insurance laws and regulations pertaining to changes of control would apply to both the direct and indirect acquisition of ten percent or more of the voting stock of a Wisconsin-domiciled insurer (or of less than ten percent of the voting stock if there is other indicia of control). Accordingly, the acquisition of ten percent or more of our common stock would be considered an indirect change of control of BICI and would trigger the applicable change of control filing requirements under Wisconsin insurance laws and regulations, absent the filing of an Exemption Request or Disclaimer and its acceptance by the Wisconsin OCI. These requirements may discourage potential acquisition proposals and may delay, deter or prevent a change of control of us, including through transactions that some or all of our stockholders might consider to be desirable.

Risks Related to Our Operations

We could be adversely affected by the loss of one or more key personnel or by an inability to attract and retain qualified personnel, including failure to develop a succession plan for Stephen Sills, our founder and Chief Executive Officer, or other members of our senior management team.

We depend on our ability to attract and retain experienced and seasoned personnel who are knowledgeable about our business. Our senior management team, including our founder and Chief Executive Officer, Stephen Sills, plays an important role in our strategic direction, product development, broker partnership, corporate culture and our continued success as an organization. While we generally do not enter into employment agreements with our executive officers and other key personnel, we have entered into an employment agreement with Stephen Sills, however, Stephen Sills may terminate his agreement after the third anniversary of our initial public offering on at least 90 days' notice. The loss of Stephen Sills or other members of our senior management team could materially adversely impact our business.

We could be adversely affected if we fail to adequately plan for the succession of our senior leaders and key executives. Our current succession plans and employment arrangements with certain key executives do not guarantee their services will continue to be available to us.

The pool of talent from which we actively recruit is limited and may fluctuate based on market dynamics specific to our industry and independent of overall economic conditions. As such, higher demand for employees having the desired skills and expertise could lead to increased compensation expectations for existing and prospective personnel, making it difficult for us to retain and recruit key personnel and maintain labor costs at desired levels. All of our executive officers and many of our other key employees are subject to non-compete and non-solicitation provisions that generally apply during, and extend for six to twelve months following the termination of, their employment; although the FTC has published a rule that, if not enjoined, would ban the enforcement of post-employment non-compete clauses for employees who do not have policy making authority as defined by the FTC Rule. In addition, not all jurisdictions permit such non-compete agreements, and regardless of the jurisdiction, our key personnel could still pursue employment opportunities with other parties, including, with any of our competitors and there are no assurances that our non-compete agreements with any such key personnel would be enforceable in a cost effective manner, if at all. Should any of our key personnel terminate their employment with us, or if we are unable to retain and attract talented personnel, we may be unable to maintain our current competitive position in the specialized markets in which we operate, which could adversely affect our results of operations.

We could suffer security breaches, loss of data, cyberattacks and other information technology failures, and are subject to laws and regulations concerning data privacy and security that are continually evolving. Actual or

suspected information technology failures or failure to comply with applicable law could disrupt our operations, damage our reputation and adversely affect our business, operations and financial results.

As a company with a remote-friendly operating model, our business is highly dependent on our information technology and telecommunications systems, including our underwriting systems. We rely on these systems to interact with brokers and insureds, to underwrite business, to prepare policies and process premiums, to perform actuarial and other modeling functions, to process claims and make claims payments and to prepare internal and external financial statements. We also rely on our information and telecommunications systems for employees to interact with each other within the company, as most employees work on a remote basis a majority of their time as opposed to in physical offices. Some of these systems may include or rely on third-party systems provided by third party service providers and/or not located on our premises or under our control.

We and our service providers face numerous and evolving cybersecurity risks that threaten the confidentiality, integrity and availability of systems and confidential information, including vulnerabilities that could be exploited by threat actors in commercial software that is integrated into our (or our suppliers' or service providers') IT systems, products or services. The risk of a data security breach or a disruption has generally increased in frequency, intensity and sophistication. Techniques used to compromise or sabotage systems change frequently, may originate from less regulated and remote areas of the world and be difficult to detect and generally are not recognized until launched against a target. Events such as natural catastrophes, terrorist attacks, industrial accidents, computer viruses, ransomware, a security breach by an unauthorized person, employee error, malfeasance, faulty password management or other irregularity and other cyber-attacks may cause our systems to fail or be inaccessible for extended periods of time. We have implemented management, operational, and technical security controls designed to identify, protect, detect, and respond to breaches of security, such as business contingency plans and other reasonable plans to protect our systems, whether housed internally or through third-party cloud services. In addition, while we generally monitor vendor risk, including the security and stability of our critical vendors, we may fail to properly assess and understand the risks and costs involved in the third-party relationships. However, we cannot guarantee that these measures will be effective and sustained or repeated system failures or service denials could severely limit our ability to write and process new and renewal business, provide customer service, pay claims in a timely manner or otherwise operate in the ordinary course of business. Even if the vulnerabilities that may lead to the foregoing are identified, we may be unable to adequately investigate or remediate due to attackers using tools and techniques that are designed to circumvent controls, avoid detection and remove or obfuscate forensic evidence.

As have many companies, we, and our third-party service providers, have been impacted by breaches in the past and will likely continue to experience cybersecurity incidents of varying degrees. Any such event may result in operational disruptions as well as unauthorized access to, the disclosure of, or loss of our proprietary information or our customers' data and information, which in turn may result in legal claims, regulatory scrutiny and liability, reputational damage, the incurrence of costs to eliminate or mitigate further exposure, the loss of customers or affiliated advisors, or other damage to our business. In addition, the trend toward general public notification of such incidents could exacerbate the harm to our business, financial condition and results of operations. Even if we successfully protect our technology infrastructure and the confidentiality of sensitive data, we could suffer harm to our business and reputation if attempted security breaches are publicized. We cannot be certain that advances in criminal capabilities, discovery of new vulnerabilities, attempts to exploit vulnerabilities in our systems, data thefts, physical system or network break-ins, inappropriate access, or other developments will not compromise or breach the technology or other security measures protecting the networks and systems used in connection with our business.

In addition, as part of our normal business activities, we handle information related to individuals including, but not limited to, employees, claimants, individual third-party brokers or agents and individual vendors. As such, we are subject to various federal, state and local laws, regulations and industry standards. The regulatory environment surrounding information security and privacy is increasingly demanding, with frequent imposition of new and changing requirements that are subject to differing interpretations. In the United States, there are numerous federal and state data privacy and security laws, rules and regulations governing the collection, use, storage, sharing, transmission and other processing of personal information, including federal and state data privacy laws, data breach notification laws and consumer protection laws.

Any failure or perceived failure by us to comply with laws, regulations, policies or regulatory guidance relating to privacy or data security may result in governmental investigations and enforcement actions, litigation, fines and penalties or adverse publicity, and could cause our customers and consumers to lose trust in us, which could have an adverse effect on our reputation and business.

Operational risk exposures, such as human or systems failures (including from third-party vendor arrangements), are inherent in our business and may result in losses.

Operational exposures and losses can result from, among other things, errors, failure to document transactions properly or to obtain proper internal authorization, failure to comply with regulatory requirements, information technology failures, bad faith delayed claims payment, fraud and external events, such as political unrest, state emergency or industrial actions which could result in operational outage. Any such outage could have a material adverse effect on our business, financial condition, results of operations or prospects.

We also rely on third parties for information technology and application systems and infrastructure. Such information technology and application systems and infrastructure are an important part of our underwriting process and our ability to compete successfully. We also license certain of our key systems and data from third parties and cannot be certain that we will have continuous access to such third-party systems and data, or those of comparable service providers, or that our information technology or application systems and infrastructure will operate as intended. Further, the third parties' programs and systems may be subject to defects, failures, material updates, or interruptions, including those caused by worms, viruses or power failures.

Failures in any of these systems could result in mistakes made in the confirmation or settlement of transactions, or in transactions not being properly booked, evaluated, priced or accounted for or delays in the payment of claims. Any such eventuality could cause us to suffer, among other things, financial loss, disruption of business, liability to third parties, regulatory intervention and reputational damage, any of which could have a material adverse effect on our business, financial condition, results of operations, or prospects.

We may change our underwriting guidelines or our strategy without your approval.

Our management has the authority to change our underwriting guidelines or our strategy without notice to our stockholders and without stockholder approval. As a result, we may make fundamental changes to our operations without stockholder approval, which could result in our pursuing a strategy or implementing underwriting guidelines that may be materially different from the strategy or underwriting guidelines described in the section entitled "Business".

We may not be able to manage our growth effectively.

We intend to grow our business in the future, which could require additional capital, systems development and skilled personnel. However, we must be able to meet our capital needs, expand our systems and our internal controls effectively, allocate our human resources optimally, identify, hire, train and develop qualified employees and effectively incorporate the components of any business we may acquire in our effort to achieve growth. The failure to manage our growth effectively could have a material adverse effect on our business, financial condition and results of operations.

Any future acquisitions, strategic investments or new platforms could expose us to further risks or turn out to be unsuccessful.

From time to time, we may pursue growth through acquisitions and strategic investments in businesses or new underwriting or marketing platforms. The negotiation of potential acquisitions or strategic investments as well as the integration of an acquired business, personnel or underwriting or marketing platforms could result in a substantial diversion of management resources and the emergence of other risks, such as potential losses from unanticipated litigation, a higher level of claims than is reflected in reserves, loss of key personnel in acquired businesses or an inability to generate sufficient revenue to offset acquisition costs.

Our ability to manage our growth through acquisitions, strategic investments or new or alternative platforms, such our Baleen initiative, will depend, in part, on our success in addressing such risks. While we are not currently contemplating any such acquisitions or strategic investments, our nimble approach to capital management based on opportunities presented and sought out means that we may opportunistically from time to time pursue such acquisitions, new platforms or strategic investment strategies. Any failure by us to implement our acquisitions, new platforms or strategic investment strategies effectively could have a material adverse effect on our business, financial condition, results of operations and prospects.

The effects of litigation on our business are uncertain and could have an adverse effect on our business.

As is typical in our industry, we continually face risks associated with litigation of various types, including disputes relating to insurance claims under our policies, disputes with our reinsurers, as well as other general commercial and corporate litigation. Litigation and other proceedings may also include complaints from or litigation by customers or reinsurers related to alleged breaches of contract or otherwise. Although we are not currently involved in any out-of-the-ordinary litigation with our customers, reinsurers or our current or former employees, other members of the insurance industry are the target of class action lawsuits and other types of litigation, including employment-related litigation, some of which involve claims for substantial or indeterminate amounts, and the outcomes of which are unpredictable. This litigation is based on a variety of issues, including insurance and claim settlement practices. If we were to be involved in litigation and it was determined adversely, it could require us to pay significant damage amounts or to change aspects of our operations, either of which could have a material adverse effect on our financial results. We are also subject to various contingencies. For example, we may owe certain employment taxes, penalties and interests related to 2021, 2022, 2023, and certain employment taxes for 2024 for an employee domiciled in the United Kingdom. While we have accrued certain amounts representing our best estimate of taxes, interests and penalties owed, such accruals may be insufficient and we may be subject to additional charges. Even claims without merit can be time-consuming and costly to defend and may divert management's attention and resources away from our business and adversely affect our business, results of operations and financial condition. Additionally, routine lawsuits over claims that are not individually material could in the future become material if aggregated with a substantial number of similar lawsuits. In addition to increasing costs, a significant volume of customer complaints or litigation could adversely affect our brand and reputation, regardless of whether such allegations are valid or whether we are liable. Accordingly, we cannot predict with any certainty whether we will be involved in such litigation in the future or what impact such litigation would have on our business.

Loss of key vendor relationships or failure of a vendor to protect our data or confidential and proprietary information could affect our operations.

We rely on services and products provided by many vendors in the United States and abroad. These include, for example, vendors of computer hardware and software and vendors and/or outsourcing of services such as human resource benefits management services and investment management services. In the event that any vendor suffers a bankruptcy or otherwise becomes unable to continue to provide products or services, or fails to protect our confidential, proprietary, or other information, we may suffer operational impairments and financial losses. In addition, while we generally monitor vendor risk, including the security and stability of our critical vendors, we may fail to properly assess and understand the risks and costs involved in the third-party relationships, and our financial condition and results of operations could be materially and adversely affected.

We anticipate that we will continue to rely on third-party software in the future. Although we believe that there are commercially reasonable alternatives to the third-party software we currently license, this may not always be the case, or it may be difficult or costly to replace. In addition, integration of new third-party software may require significant work and require substantial investment of our time and resources. Our use of additional or alternative third-party software would require us to enter into license agreements with third parties, which may not be available on commercially reasonable terms or at all. Many of the risks associated with the use of third-party software cannot be eliminated, and these risks could negatively affect our business.

We may fail or be unable to protect our intellectual property rights, which could adversely affect our brand and business.

Our success and ability to compete depend in part on our intellectual property, which includes our rights in our brand and our proprietary technology used in certain of our product lines. We primarily rely on trademarks, copyrights and trade secret laws, as well as contractual restrictions in our confidentiality and license agreements with our employees, customers, service providers, partners and other third parties with which we have a relationship, to protect our intellectual property rights. However, the steps we take to protect our intellectual property may be inadequate. Our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability and scope of our intellectual property rights. Our failure to secure, protect and enforce our intellectual property rights could adversely affect our brand and adversely impact our business. These agreements may not adequately secure our intellectual property rights and may be breached, and we may not have adequate remedies for such breach. While we use reasonable efforts to protect our trade secrets, our employees, customers, service providers and other third parties with which we have a relationship may unintentionally or willfully disclose our proprietary information to competitors.

Our limited operating history may make it difficult to evaluate our current business and future prospects.

We founded our business in September 2020. Our limited operating history may make it difficult for you to evaluate our current business and our future prospects. We have encountered and will continue to encounter risks and difficulties frequently experienced by growing companies in rapidly changing industries, including increasing and unforeseen expenses as we continue to grow our business. If we do not manage these risks successfully, our business may be harmed. Further, we may be subject to claims by third parties alleging that we are infringing, misappropriating or otherwise violating their intellectual property rights. Any litigation or claims, whether or not valid, could result in substantial costs, negative publicity and diversion of resources and management attention.

Risks Related to Liquidity and Access to Capital

We could be forced to sell investments to meet our liquidity requirements.

We invest the premiums we receive from our insureds until they are needed to pay policyholder claims. Consequently, we seek to manage the duration of our investment portfolio based on the duration of our losses and loss adjustment expense reserves to provide sufficient liquidity and avoid having to liquidate investments to fund claims. Risks such as inadequate losses and loss adjustment expense reserves, unfavorable trends in litigation, or mismanagement of the investment portfolio's duration or other liquidity needs could potentially result in the need to sell investments to fund these liabilities. We may not be able to sell our investments at favorable prices or at all. Sales could result in significant realized losses depending on the conditions of the general market, interest rates and credit issues with individual securities.

Because we are a holding company and substantially all or a substantial portion of our operations are conducted by our insurance and service company subsidiaries, our ability to achieve liquidity at the holding company, including the ability to pay dividends and service our debt obligations, depends on our ability to obtain cash dividends or other permitted payments from our insurance and service company subsidiaries.

The continued operation and growth of our business will require substantial capital. Accordingly, we do not intend to declare and pay cash dividends on shares of our common stock in the foreseeable future. Because we are a holding company with no substantial business operations of our own, our ability to pay dividends to stockholders and meet our debt payment obligations is largely dependent on dividends and other distributions from BICI and our other operating companies. BICI's ability to pay dividends is restricted under the insurance laws and regulations of its domiciliary state and may only be paid from unassigned surplus. Under the insurance laws of Wisconsin, an insurer may make an ordinary dividend payment if its surplus as regards to policyholders, following such dividend, is reasonable in relation to its outstanding liabilities, is adequate to its financial needs, and does not exceed the insurer's unassigned surplus. State insurance regulators require insurance companies to maintain specified levels of statutory capital and surplus. Insurance regulators have broad powers to prevent reduction of statutory surplus to inadequate levels, and there is no assurance that dividends of the maximum amounts calculated under any applicable formula would be permitted. Moreover, state insurance regulatory authorities that have jurisdiction over the payment of dividends by our insurance company subsidiary may in the future adopt statutory provisions, or impose additional constraints on BICI, more restrictive than those currently in effect.

Any determination to pay dividends in the future will be at the discretion of our board of directors and will depend upon our financial condition, results of operations, capital requirements, general business conditions, legal, tax and regulatory limitations, contractual restrictions and other factors that our board of directors considers relevant. Consequently, in order for investors to realize any future gains on their investment, they may need to sell all or part of their holdings of our common stock after price appreciation, which may never occur.

We may require additional capital in the future, which may not be available or may only be available on unfavorable terms.

Our future capital requirements depend on many factors, including our ability to write new business successfully and to establish premium rates and reserves at levels sufficient to cover losses. To the extent that the funds generated by our initial public offering are insufficient to fund future operating requirements and cover claim losses, we may need to raise additional funds through financings or curtail our growth. Many factors will affect the amount and timing of our capital needs, including our growth rate and profitability, our claims experience, the availability of reinsurance, market disruptions and other unforeseeable developments. If we need to raise additional capital, equity or debt financing may not be available at all or may be available only on terms that are not favorable to us. In the case of equity financings, dilution to our stockholders could result. In the case of debt financings, we may be subject to covenants that restrict our ability to freely operate our business. In any case, such securities may have rights, preferences and privileges that are senior to those of the shares of common stock offered hereby. In addition, because BICI is considered an affiliate of AFMIC under Wisconsin insurance regulations and BICI's business is currently comprised solely of business assumed from AFMIC, BICI's regulatory capital requirements are lower. BICI's regulatory capital requirements under Wisconsin's insurance regulations would be higher if BICI's business was assumed from an insurance company that was not an affiliate of BICI or was written directly with our policyholders. If BICI were to no longer qualify as an affiliate of AFMIC, additional capital would be required in order for BICI to meet its regulatory capital requirements under Wisconsin insurance regulations. If we cannot obtain adequate capital on favorable terms or at all, we may not have sufficient funds to implement our operating plans and our business, financial condition or results of operations could be materially adversely affected.

Our failure to comply with the terms of our credit facility, including as a result of events beyond our control, could result in an event of default that could affect our business, financial condition, and results of operations.

If there were an event of default under the our senior secured revolving credit facility under our Credit Agreement administered by JPMorgan Chase Bank, N.A., (the "Facility"), the lenders under the Facility could cause all amounts outstanding with respect to that debt to be due and payable immediately. Our assets or cash flow may not be sufficient to fully repay borrowing under the Facility if accelerated upon an event of default. Furthermore, if we are unable to repay, refinance, or restructure our Facility, the lenders under the Facility could proceed against the collateral granted to them to secure such indebtedness, which could force us into bankruptcy or liquidation. As a result, any default by us on our debt could have a materially adverse effect on our business, financial condition, and results of operations.

Our ability to incur a substantial level of indebtedness may reduce our financial flexibility, affect our ability to operate our business, and divert cash flow from operations for debt service.

As of June 30, 2024, we had no outstanding indebtedness, and $75.0 million of undrawn availability, under our Facility.

We may incur substantial indebtedness under the Facility or other debt instruments in the future, and, if we do so, the risks related to our level of indebtedness could increase. Our future borrowings will require interest payments and will need to be repaid or refinanced, which could require us to divert funds identified for other purposes to debt service and could create additional cash demands or impair our liquidity position and add financial risk. We may also sell additional debt or equity securities to help repay or refinance our borrowings. We do not know whether we would be able to take any of these actions on a timely basis, on terms satisfactory to us or at all.

Our future level of indebtedness could affect our operations in several ways, including but not limited to the following:

- increase our vulnerability to changes in general economic, industry, and competitive conditions;
- require us to dedicate a portion of our cash flow to make payments on our indebtedness, thereby reducing the availability of our cash flow to fund other corporate purposes;
- place us at a competitive disadvantage compared to our competitors that are less leveraged and therefore potentially more able to take advantage of opportunities that our level of indebtedness would prevent us from pursuing; and
- impair our ability to obtain additional financing in the future.

Borrowings under the Facility bear interest at variable rates based on prevailing conditions in the financial markets, and changes to such variable market rates may affect both the amount of cash we must pay for interest as well as our reported interest expense. Assuming the Facility were to be fully drawn, a 100-basis point increase to the applicable variable rate of interest would increase the amount of interest expense by $0.75 million per annum. If we are unable to generate sufficient cash flows to pay the interest expense on our debt, future working capital, borrowings, or equity financing may not be available from which to pay or refinance such debt.

In addition, if any of the financial institutions that provide loan commitments to us were to fail, our liquidity could be adversely impacted and we may not be able to obtain financing for working capital, capital expenditures, acquisitions, and other purposes. In such event, our ability to operate and compete effectively, and our ability to execute on our growth strategies, could be adversely affected, which in turn would have an adverse impact on our business, results of operations and financial condition.

The Facility contains restrictions on our ability to operate our business and to pursue our business strategies.

The Facility restricts, subject to certain exceptions, among other things, our ability and the ability of our subsidiaries to:

- incur additional indebtedness and guarantee indebtedness;
- prepay, redeem, or repurchase certain debt;
- create or incur liens;
- make investments and loans;
- pay dividends or make other distributions, in respect of, or repurchase or redeem, capital stock;
- engage in mergers, consolidations, or sales of all or substantially all of our assets;
- sell or otherwise dispose of assets;
- amend, modify, waive, or supplement certain subordinated indebtedness to the extent such amendments would be materially adverse to the interests of the lenders; and
- engage in certain transactions with affiliates.

Any future financing arrangements entered into by us or any of our subsidiaries may contain similar restrictions or maintenance covenants. As a result of these covenants and restrictions, we and our subsidiaries are, and will be, limited in how we conduct our business, and we may be unable to raise additional debt or equity financing to compete effectively or to take advantage of new business opportunities. The terms of any future indebtedness we or our subsidiaries may incur could include more restrictive covenants. We cannot guarantee that we will be able to maintain compliance with these covenants in the future and, if we fail to do so, that we will be able to obtain waivers from the lenders and/or amend the covenants.

Risks Related to Ownership of Our Common Stock

Our costs have increased significantly as a result of operating as a public company, and our management is required to devote substantial time to complying with public company regulations.

As a public company, we expect to incur significant legal, accounting and other expenses that we did not incur as a private company. We are not subject to the reporting requirements of the Securities Exchange Act of 1934 (the "Exchange Act"), which require, among other things, that we file with the SEC annual, quarterly and current reports with respect to our business and financial condition and therefore we need to have the ability to prepare financial statements that comply with all SEC reporting requirements on a timely basis. In addition, we will be subject to other reporting and corporate governance requirements, including certain requirements of and certain provisions of the Sarbanes-Oxley Act and the regulations promulgated thereunder, which impose significant compliance obligations upon us. In particular, we must perform system and process evaluation and testing of our internal control over financial reporting to allow management and, to the extent that we are no longer an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"), our independent registered public accounting firm to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. Our compliance with Section 404 requires that we incur substantial accounting expense and expend significant management efforts.

The Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), as well as related rules subsequently implemented by the SEC and the New York Stock Exchange (the "NYSE"), have increased regulation of, and imposed enhanced disclosure and corporate governance requirements on, public companies. Our efforts to comply with these evolving laws, regulations and standards will increase our operating costs and divert management's time and attention from revenue-generating activities. Further, if these laws, regulations are rules were to change substantially in the future, we might be unable to meet new requirements.

These obligations place significant additional demands on our finance and accounting staff and on our financial accounting and information systems. We may need to hire additional accounting and financial staff with appropriate public company reporting experience and technical accounting knowledge. Other expenses associated with being a public company include increases in auditing, accounting and legal fees and expenses; investor relations expenses; increased directors' fees and director and officer liability insurance costs; registrar and transfer agent fees and listing fees; as well as other expenses. As a public company, we are required, among other things, to:

- prepare and file periodic reports and distribute other stockholder communications, in compliance with the federal securities laws and requirements of NYSE;
- define and expand the roles and the duties of our board of directors and its committees;
- institute more comprehensive compliance and investor relations functions; and
- evaluate and maintain our system of internal control over financial reporting, and report on management's assessment thereof, in compliance with rules and regulations of the SEC and the Public Company Accounting Oversight Board.

We may not be successful in implementing these requirements and implementing them could materially adversely affect our business. These increased costs will decrease our net income and may require us to reduce costs in other areas of our business or increase the prices of our products or services. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to incur substantial costs to maintain the same or similar coverage. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors or board committees or as executive officers.

In addition, if we fail to implement the required controls with respect to our internal accounting and audit functions, our ability to report our results of operations on a timely and accurate basis could be impaired. If we do not implement the required controls in a timely manner or with adequate compliance, we may be subject to sanctions or investigation by regulatory authorities, such as the SEC or NYSE. Any such action could harm our reputation and

the confidence of investors in, and clients of, our Company and could negatively affect our business and cause the price of our shares of common stock to decline.

We are required by Section 404 of the Sarbanes-Oxley Act to evaluate the effectiveness of our internal control over financial reporting. If we are unable to achieve and maintain effective internal controls, our operating results and financial condition could be harmed and the market price of our common stock may be negatively affected.

As a public company with SEC reporting obligations, we are required to document and test our internal control procedures to satisfy the requirements of Section 404(a) of the Sarbanes-Oxley Act, which requires annual assessments by management of the effectiveness of our internal control over financial reporting beginning with the annual report for our fiscal year ending December 31, 2025. We are an emerging growth company, and thus we are exempt from the auditor attestation requirement of Section 404(b) of Sarbanes-Oxley until such time as we no longer qualify as an emerging growth company. See also "—We qualify as an emerging growth company, and any decision on our part to comply with reduced reporting and disclosure requirements applicable to emerging growth companies could make our common stock less attractive to investors." For further discussion of these exemptions. Regardless of whether we qualify as an emerging growth company, we will still need to implement substantial internal control systems and procedures in order to satisfy the reporting requirements under the Exchange Act and applicable requirements.

We cannot assure you that there will not be material weaknesses in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines that we have a material weakness in our internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by NYSE, the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

We qualify as an emerging growth company, and any decision on our part to comply with reduced reporting and disclosure requirements applicable to emerging growth companies could make our common stock less attractive to investors.

We are an "emerging growth company," and, for as long as we continue to be an emerging growth company, we currently intend to take advantage of exemptions from various reporting requirements applicable to other public companies but not to "emerging growth companies," including, but not limited to, not being required to have our independent registered public accounting firm audit our internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our registration statements, periodic reports and proxy statements and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We will cease to be an emerging growth company upon the earliest of: (i) the last day of the fiscal year in which we have total annual gross revenues of $1.235 billion or more; (ii) the last day of our fiscal year following the fifth anniversary of the date of the completion of our initial public offering; (iii) the date on which we have issued more than $1.0 billion in nonconvertible debt during the previous three years; and (iv) the date on which we are deemed to be a large accelerated filer under the rules of the SEC.

We cannot predict whether investors will find our common stock less attractive if we choose to rely on these exemptions while we are an emerging growth company. If some investors find our common stock less attractive as a result of any choices to reduce future disclosure, there may be a less active trading market for our common stock and the price of our common stock may be more volatile.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to avail ourselves of this extended

transition period and, as a result, we will not be required to adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

You cannot be certain that an active trading market will continue or a specific share price will be established.

Our common stock is listed on NYSE under the symbol "BOW." We cannot predict whether an active and liquid trading market will continue for our common stock. If in the future an active and liquid trading market does not continue, you may have difficulty selling your shares of common stock at an attractive price, or at all. The market price for our common stock is likely to be volatile.

Our operating results and stock price may be volatile, or may decline regardless of our operating performance, and you could lose all or part of your investment.

Our quarterly operating results are likely to fluctuate in the future. In addition, securities markets worldwide have experienced, and are likely to continue to experience, significant price and volume fluctuations. This market volatility, as well as general economic, market, or political conditions, could subject the market price of our shares to wide price fluctuations regardless of our operating performance. You should consider an investment in our common stock to be risky, and you should invest in our common stock only if you can withstand a significant loss and wide fluctuation in the market value of your investment. The market price of our common stock could be subject to significant fluctuations in response to the factors described in this "Risk Factors" section and other factors, many of which are beyond our control. Among the factors that could affect our stock price are:

- market conditions in the broader stock market;
- actual or anticipated fluctuations in our quarterly financial and operating results;
- introduction of new products or services by us or our competitors;
- issuance of new or changed securities analysts' reports or recommendations;
- results of operations that vary from expectations of securities analysts and investors;
- short sales, hedging and other derivative transactions in our common stock;
- guidance, if any, that we provide to the public, any changes in this guidance or our failure to meet this guidance;
- strategic actions by us or our competitors;
- announcement by us, our competitors or our acquisition targets;
- sales, or anticipated sales, of large blocks of our stock, including by our directors, executive officers and principal stockholders;
- additions or departures in our board of directors, senior management or other key personnel;
- regulatory, legal or political developments;
- public response to press releases or other public announcements by us or third parties, including our filings with the SEC;
- litigation and governmental investigations;
- changing economic conditions;
- changes in accounting principles;
- any indebtedness we may incur or securities we may issue in the future;

- exposure to capital and credit market risks that adversely affect our investment portfolio or our capital resources;
- changes in our credit ratings; and
- other events or factors, including those from natural disasters, war, or actors of terrorism or responses to these events.

The securities markets have from time to time experienced extreme price and volume fluctuations that often have been unrelated or disproportionate to the operating performance of particular companies. As a result of these factors, investors in our common stock may not be able to resell their shares at or above the initial offering price. These broad market fluctuations, as well as general market, economic and political conditions, such as recessions, loss of investor confidence or interest rate changes, may negatively affect the market price of our common stock.

In addition, the stock markets, including NYSE, have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. If any of the foregoing occurs, it could cause our stock price to fall and may expose us to securities class action litigation that, even if unsuccessful, could be costly to defend, divert management's attention and resources, or harm our business.

Substantial future sales of shares of our common stock by existing stockholders, or the perception that those sales may occur, could cause the market price of our common stock to decline.

As of June 30, 2024 we have outstanding an aggregate of approximately 32,658,823 shares of our common stock. Of these outstanding shares, all of the shares sold in our initial public offering are freely tradable without restriction or further registration under the Securities Act, unless such shares are held by our directors, executive officers, or any of our affiliates, as that term is defined in Rule 144 under the Securities Act ("Rule 144"). All of our remaining shares of common stock outstanding as of June 30, 2024 are "restricted securities" within the meaning of Rule 144. Restricted securities may not be sold in the public market unless the sale is registered under the Securities Act or an exemption from registration is available. In connection with our IPO we entered into a Registration Rights Agreement with GPC Partners Investments (SPV III) LP ("GPC Fund"), AmFam and our CEO (the "Registration Rights Agreement"), pursuant to which certain those investors may require us to register the offer and sale of all or a portion of their 24,000,000 shares of our common stock under the Securities Act upon completion of the dissolution of BIHL, subject to certain customary conditions and exclusions. Sales of our common stock in the public market, or the perception that these sales could occur, could cause the market price of our common stock to decline and may make it more difficult for us to sell equity or equity-linked securities in the future at a time and at a price that we deem necessary or appropriate.

In connection with our initial public offering, our directors, executive officers and our stockholders each agreed to enter into "lock-up" agreements with the underwriters and thereby are subject to a lock-up period, meaning that they and their permitted transferees are not permitted to sell any shares of our common stock until after the close of trading on November 18, 2024, which is 180 days after the date our registration statement on Form S-1 was declared effective, subject to certain customary exceptions without the prior written consent of any two or more of the representatives of the underwriters. Although we have been advised that there is no present intention to do so, any two or more of the representatives of the underwriters may, in their sole discretion, release all or any portion of the shares from the restrictions in any of the lock-up agreements described above. Possible sales of these shares in the market following the waiver or expiration of such agreements could exert significant downward pressure on our stock price.

The Bowhead Specialty Holdings Inc. 2024 Omnibus Incentive Plan (the "2024 Plan") permits us to issue, among other things, stock options, restricted stock units and restricted stock to eligible employees (including our named executive officers), directors and advisors, as determined by the compensation, nominating and corporate governance committee of the board of directors. We have filed a registration statement under the Securities Act to cover the issuance of shares upon the exercise of awards granted, and of shares granted, under the 2024 Plan. As a result, any shares issued under the 2024 Plan will be freely tradable in the public market. If equity securities are granted under the 2024 Plan and it is perceived that they will be sold in the public market, then the price of our common stock could decline.

Also, in the future, we may issue our securities in connection with investments or acquisitions. The amount of shares of our common stock issued in connection with an investment or acquisition could constitute a material portion of our then outstanding shares of our common stock.

Because we have no current plans to pay cash dividends on our common stock, you may not receive any return on investment unless you sell your shares of common stock for a price greater than that which you paid for it.

We have no current plans to pay cash dividends on our common stock. The declaration, amount and payment of any future dividends will be at the sole discretion of our board of directors, and will depend on, among other things, general and economic conditions, our financial condition, results of operations, capital requirements, general business conditions, legal, tax and regulatory limitations, contractual restrictions and other factors that our board of directors considers relevant. In addition, our ability to pay dividends on our capital stock is limited by the terms of the credit agreement governing our Facility, and may be further restricted under the terms of any future debt or preferred securities or future credit facility.

As a result, you may not receive any return on an investment in our common stock unless you sell our common stock for a price greater than your purchase price.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock depends, in part, on the research and reports that securities or industry analysts publish about us or our business and our industry. If one or more of the analysts who covers us downgrades our common stock or publishes inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, demand for our common stock could decrease, which could cause our stock price and trading volume to decline.

Anti-takeover provisions in our organizational documents could delay a change in management and limit our share price.

Certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws may have an anti-takeover effect and may delay, defer, or prevent a merger, acquisition, tender offer, takeover attempt, or other change of control transaction that a stockholder might consider in its best interest, including those attempts that might result in a premium over the market price for the shares held by our stockholders. These provisions will provide for, among other things:

- a classified board of directors, subject to a seven-year sunset, as a result of which our board of directors will initially be divided into three classes, with each class serving for staggered three-year terms;
- the ability of our board of directors to issue one or more series of preferred stock;
- advance notice requirements for nominations of directors by stockholders and for stockholders to include matters to be considered at our annual meetings;
- certain limitations on convening special stockholder meetings;
- the removal of directors only for cause; and
- the required approval of at least 66⅔% of the voting power of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class, to adopt, amend, or repeal certain provisions of our amended and restated certificate of incorporation.

Further, we have opted out of Section 203 of the General Corporation Law of the State of Delaware (the "DGCL"), but our amended and restated certificate of incorporation will provide that engaging in any of a broad range of business combinations with any "interested" stockholder (generally defined as any stockholder with 15.0%

or more of our outstanding voting stock and any entity or person affiliated with or controlling or controlled by such stockholder) for a period of three years following the time on which the stockholder became an "interested" stockholder is prohibited, subject to certain exceptions (except with respect to GPC Fund and AmFam and any of their respective affiliates and any of their respective direct or indirect transferees of our common stock).

These anti-takeover provisions could make it more difficult for a third party to acquire us, even if the third party's offer may be considered beneficial by many of our stockholders. These provisions also may have the effect of preventing changes in our board of directors and may make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests. As a result, our stockholders may be limited in their ability to obtain a premium for their shares.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware (or if such court does not have jurisdiction, another state or the federal courts (as appropriate) located within the State of Delaware) will be the sole and exclusive forum for certain stockholder litigation matters, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees, or stockholders.

Our amended and restated certificate of incorporation provides that unless we consent to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or if such court does not have jurisdiction, another state or the federal courts (as appropriate) located within the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for any (i) derivative action or proceeding brought on behalf of the Company; (ii) action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, or other employee, or stockholder of the Company to the Company or our stockholders; (iii) action asserting a claim against the Company or any current or former director or officer of the Company arising pursuant to any provision of the DGCL, or our amended and restated certificate of incorporation or our amended and restated bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; or (iv) action asserting a claim governed by the internal affairs doctrine of the State of Delaware. Our amended and restated certificate of incorporation further provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the federal securities laws of the United States, including any claims under the Securities Act and the Exchange Act. However, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce a duty or liability created by the Securities Act or the rules and regulations thereunder and, accordingly, we cannot be certain that a court would enforce such provision.

Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to the forum provisions in our amended and restated certificate of incorporation, except our stockholders will not be deemed to have waived (and cannot waive) compliance with the federal securities laws and the rules and regulations thereunder. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our current or former directors, officers, other employees, or stockholders which may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, results of operations and financial condition.

We are a "controlled company" within the meaning of the rules of NYSE and, as a result, will qualify for, and rely on, exemptions from certain corporate governance requirements. You do not have the same protections afforded to stockholders of companies that are subject to such requirements.

BIHL holds more than 50.0% of the voting power of our shares eligible to vote, and after the completion of the dissolution of BIHL, GPC Fund's and AmFam's collective anticipated ownership percentage is expected to be more than 50% of the voting power of our shares eligible to vote. As a result, we will be a "controlled company" under the rules of NYSE and anticipate remaining a "controlled company" after the completion of the dissolution of BIHL. Under these rules, a company of which more than 50.0% of the voting power in the election of directors is held by

an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements, including the requirements that (i) a majority of the board of directors consist of independent directors and (ii) the board of directors have compensation and nominating and corporate governance committees composed entirely of independent directors.

We intend to utilize these exemptions. As a result, we do not have a majority of independent directors on our board of directors and do not have a compensation, nominating and corporate governance committee composed entirely of independent directors. Accordingly, although we may transition to a board with a majority of independent directors prior to the time we cease to be a "controlled company," for such period of time you will not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements set by NYSE. In the event that we cease to be a "controlled company" and our shares continue to be listed on NYSE, we will be required to comply with these provisions within the applicable transition periods. These exemptions do not modify the independence requirements for our audit committee, and we comply with the applicable requirements of the SEC and NYSE with respect to our audit committee.

GPC Fund and AFMIC exercise substantial influence over us, may engage in businesses that compete with us, and your ability to influence matters requiring stockholder approval may be limited.

As of June 30, 2024, 67.6% of the Class A Interests in BIHL are held by GPC Fund and 29.0% of the Class A Interests in BIHL are held by AFMIC. In addition, BIHL is governed by its general partner, Bowhead Insurance GP LLC (the "General Partner"), which is governed by an eight-member board of managers, of which GPC Fund has the right to designate three managers and AFMIC has the right to designate two managers pursuant to the limited liability company agreement of the General Partner. So long as GPC Fund and/or AFMIC owns a significant amount of the Class A Interests of BIHL, each may exert significant voting influence over BIHL.

As of June 30, 2024, GPC Fund and AFMIC continue to indirectly own, in the aggregate, approximately 63.0% of our outstanding common stock. So long as GPC Fund and AFMIC indirectly own a significant amount of our outstanding common stock, GPC Fund and AFMIC may exert significant voting influence over us and our corporate decisions, including any matter requiring stockholder approval regardless of whether others believe that the matter is in our best interests. For example, BIHL may exert significant influence over the vote in any election of directors and any amendment of our certificate of incorporation. In addition, in connection with our initial public offering, we entered into the Board Nominee Agreement between the Company and GPC Fund and the Investor Matters Agreement between the Company and AmFam, which granted GPC Fund and AFMIC respectively rights to nominate individuals to our board of directors upon completion of the Reorganization Transactions.

GPC Fund and AmFam are not restricted from, and may, engage in, invest in or operate businesses that directly compete with ours.

GPC Fund or AmFam may act in a manner that advances their best interests and not necessarily those of our stockholders, by, among other things:

- delaying, preventing, or deterring a change in control of us;
- entrenching our management or our board of directors; or
- influencing us to enter into transactions or agreements that are not in the best interests of all stockholders.

The concentration of ownership could deprive stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company and may ultimately affect the market price of our common stock.

The track record of our executives may not be indicative of our future growth, profitability and performance.

Stephen Sills has had success starting and running publicly traded companies. However, there is no assurance that his track record will continue and that we will experience growth, profitability or results similar to any of their prior companies.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Use of Net Proceeds from our IPO

On May 28, 2024, we completed our IPO in which we issued and sold an aggregate of 8,658,823 shares of our common stock for our account. The shares of common stock sold in the IPO were registered under the Securities Act pursuant to our registration statement on Form S-1, as amended (File No. 333-278653), which was declared effective by the SEC on May 22, 2024. Our shares of Common Stock were sold at an initial public offering price of $17.00 per share, which generated aggregate proceeds of $137.0 million after deducting underwriting discounts and commissions of $10.2 million. J.P. Morgan Securities LLC, Morgan Stanley & Co. and Keefe, Bruyette & Woods, Inc. acted as representatives of the underwriters for the offering.

We received net proceeds from the IPO of approximately $131.0 million, after deducting underwriting discounts and offering expenses of $16.2 million. No payments for such expenses were made directly or indirectly to (i) any of our officers or directors or their associates, (ii) any persons owning 10% or more of any class of our equity securities or (iii) any of our affiliates.

We intend to use the net proceeds from our IPO to make capital contributions to our insurance company subsidiary to grow our business and for other general corporate purposes. There has been no material change in the expected use of the net proceeds from our IPO as described in the Prospectus. This expected use of net proceeds from the IPO represents our intentions based on our current plans and business conditions, which could change in the future as our plans and business conditions evolve. As a result, our management will retain broad discretion over the allocation of the net proceeds from our IPO and our existing cash and cash equivalents. The timing and amount of our actual expenditures will be based on many factors, including cash flows from operations and the anticipated growth of our business.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

Securities Trading Plans of Directors or Executive Officers

During the three months ended June 30, 2024, none of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, terminated or modified a Rule 10b5-1 trading arrangement or "non-Rule 10b5-1 trading arrangement" (as defined in Item 408 of Regulation S-K).

Amended and Restated MGA Agreement

BSUI has separate MGA Agreements with the AmFam Issuing Carriers. Following receipt of the requisite regulatory approval, on August 7, 2024, BICI entered into the Second Amended and Restated Managing General Agency Agreement with Homesite Insurance Company of Florida ("HSICFL"), one of the AmFam Issuing Carriers (the "HSICFL MGA Agreement"). Under this agreement, BSUI is permitted to issue insurance policies complying with the underwriting guidelines set forth therein, as well as cancel or non-renew such policies subject to certain terms set forth therein, on behalf of and is also HSICFL responsible for providing accounting, claims handling and other necessary services to HSICFL to support its respective regulatory, statutory and other compliance requirements. BSUI is entitled to a commission in exchange for these services, which is adjusted to equal cost for each month in accordance with the terms of this agreement such that there is no monetary impact to us as a result of the commissions to BSUI. Under the current HSICFL MGA Agreement, in addition to termination rights upon the termination of the AmFam Quota Share Agreement, certain material operational changes to the parties' businesses, certain material breaches of the HSICFL MGA Agreement or certain bankruptcy events, either party can terminate the HSICFL MGA Agreement at the beginning of any quarter starting July 1, 2029 by providing the other party at least 180 days prior to such date.

Item 6. Exhibits

Exhibit Number	Description
3.1*	Amended and Restated Certificate of Incorporation of Bowhead Specialty Holdings Inc.
3.2*	Amended and Restated Bylaws of Bowhead Specialty Holdings Inc.
10.1*	Investor Matters Agreement, between Bowhead Specialty Holdings Inc. and American Family Mutual Insurance Company, S.I. dated as of May 23, 2024
10.2*	Board Nominee Agreement, between Bowhead Specialty Holdings Inc. and GPC Partners Investments (SPV III) LP dated as of May 23, 2024
10.3*	Common Stock Purchase Warrant dated May 23, 2024
10.4* †	Registration Rights Agreement dated May 28, 2024
10.5* †	Amended and Restated Managing General Agency Agreement between Midvale Indemnity Company and Bowhead Specialty Underwriters, Inc. dated as of May 23, 2024
10.6* †	Amended and Restated Managing General Agency Agreement between Homesite Insurance Company and Bowhead Specialty Underwriters, Inc. dated as of May 23, 2024
10.7* †	Amended and Restated Quota Share Reinsurance Agreement between American Family Mutual Insurance Company, S.I. and Bowhead Insurance Company, Inc. made and ente into as of May 23, 2024
10.8* †	Amended and Restated Insurance Trust Agreement among Bowhead Insurance Company, Inc., American Family Mutual Insurance Company, S.I. and U.S. Bank National Association, as trustee dated May 23, 2024
10.9*+	Employment Agreement between Stephen Sills and Bowhead Specialty Holdings Inc. dated May 22, 2024
10.10	Services Agreement, dated as of October 7, 2020, among Bowhead Insurance Holdings LP, Bowhead Specialty Underwriters, Inc., Bowhead Underwriting Services, Inc. and Bowhead Insurance Company, Inc. (incorporated by reference to the Company's Registration Statement on Form S-1/A Filed with the Securities and Exchange Commissioner o May 3, 2024)
10.11	Joinder to the Services Agreement, dated as of May 2, 2024, among Bowhead Specialty Holdings Inc., Bowhead Insurance Holdings LP, Bowhead Specialty Underwriters, Inc. Bowhead Underwriting Services, Inc. and Bowhead Insurance Company, Inc. (incorporated by reference to the Company's Registration Statement on Form S-1/A Filed with th Securities and Exchange Commissioner on May 3, 2024)
10.12	Amendment to the Services Agreement, dated as of May 2, 2024, among Bowhead Specialty Holdings Inc. Bowhead Insurance Holdings LP, Bowhead Specialty Underwriters, Inc., Bowhead Underwriting Services, Inc. and Bowhead Insurance Company, Inc. (incorporated by reference to the Company's Registration Statement on Form S-1/A Filed wi the Securities and Exchange Commissioner on May 3, 2024)
10.13+	Bowhead Specialty Holdings Inc. 2024 Omnibus Incentive Plan (incorporated by reference to the Company's Registration Statement on Form S-1/A Filed with the Securities a Exchange Commissioner on May 13, 2024)
10.14+	Form of Employee Restricted Stock Unit Award Agreement under the Bowhead Specialty Holdings Inc. 2024 Omnibus Incentive Plan (incorporated by reference to the Company's Registration Statement on Form S-1/A Filed with the Securities and Exchange Commissioner on May 13, 2024)
10.15+	Form of Director Restricted Stock Unit Award Agreement under the Bowhead Specialty Holdings Inc. 2024 Omnibus Incentive Plan (incorporated by reference to the Company Registration Statement on Form S-1/A Filed with the Securities and Exchange Commissioner on May 13, 2024)
10.16+	Form of Indemnification Agreement between Bowhead Specialty Holdings Inc. and each of its directors and officers (incorporated by reference to the Company's Registration Statement on Form S-1/A Filed with the Securities and Exchange Commissioner on May 13, 2024)
10.17	Credit Agreement, dated as of April 22, 2024, among Bowhead Specialty Holdings Inc., the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent, swingline lender and issuing bank (incorporated by reference to the Company's Registration Statement on Form S-1/A Filed with the Securities and Exchange Commissioner on May 3, 2024)
10.18 * †	Second Amended and Restated Managing General Agency Agreement between Homesite Insurance Company of Florida and Bowhead Specialty Underwriters, Inc. dated as of August 7, 2024
31.1*	Certification of principal executive officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of principal financial officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certifications of principal executive officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certifications of principal financial officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	Interactive Data Files (formatted as Inline XBRL)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Furnished herewith

\+ Indicates management contract or compensatory plan

† Portions of this exhibit have been omitted pursuant to Item 601(b)(2)(ii) or 601(b)(10)(iv) of Regulation S-K, as applicable.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BOWHEAD SPECIALTY HOLDINGS INC.

Date: August 8, 2024

By: /s/ Stephen Sills
Name: Stephen Sills
Title: Chief Executive Officer and President

Date: August 8, 2024

By: /s/ Brad Mulcahey
Name: Brad Mulcahey
Title: Chief Financial Officer and Treasurer

Exhibit 3.1

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

BOWHEAD SPECIALTY HOLDINGS INC.

Pursuant to Sections 242 and 245
of the General Corporation Law of the State of Delaware

The undersigned, being the General Counsel of Bowhead Specialty Holdings Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), does hereby certify that:

1. the name of the Corporation is Bowhead Specialty Holdings Inc.;

2. the original certificate of incorporation of the Corporation was filed in the Office of the Secretary of State of the State of Delaware on May 26, 2021 pursuant to the General Corporation Law of the State of Delaware (the "DGCL") and the Corporation was originally incorporated under the name Bowhead Holdings Inc.;

3. pursuant to Sections 242 and 245 of the DGCL, this Amended and Restated Certificate of Incorporation restates, integrates and further amends the provisions of the current Certificate of Incorporation of the Corporation;

4. the directors and the stockholders of the Corporation, in accordance with Sections 228, 242 and 245 of the DGCL, have duly adopted and approved this Amended and Restated Certificate of Incorporation; and

5. the certificate of incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

FIRST. Name. The name of the corporation is Bowhead Specialty Holdings Inc. (the "Corporation").

SECOND. Registered Office. The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street, Corporation Trust Center, Wilmington, New Castle County, Delaware 19801. The name of the Corporation's registered agent for service of process in Delaware is The Corporation Trust Company.

THIRD. Corporate Purpose. The nature of the business or purposes of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL") as it now exists and may hereinafter be amended.

FOURTH. Shares, Classes and Series Authorized. The total number of shares of all classes of stock which the Corporation shall have authority to issue is 500,000,000 shares, consisting of 100,000,000 shares of Preferred Stock, par value $0.01 per share, as more fully described in Article Fifth, Section A below (the "Preferred Stock"), and 400,000,000 shares of Common Stock, par value $0.01 per share, as more fully described in Article Fifth, Section B below (the "Common Stock").

FIFTH.

a) Preferred Stock.

The shares of Preferred Stock may be divided and issued from time to time in one or more series as may be designated by the Board of Directors of the Corporation (the "Board"), each such series to be distinctly titled and to consist of the number of shares designated by the Board. Subject to any limitations prescribed by applicable law or this Certificate of Incorporation, the Board is hereby expressly vested with authority to fix by resolution the number of shares constituting such series, the powers, designations, preferences and relative, participating, optional or other special rights (if any), and the qualifications, limitations or restrictions thereof (if any), of the Preferred Stock and each series thereof that may be designated by the Board, including, but without limiting the generality of the foregoing, the following:

(i) the maximum number of shares to constitute such series, which may subsequently be increased or decreased (but not below the number of shares of that series then outstanding) by resolution of the Board, the distinctive designation thereof and the stated value thereof if different than the par value thereof;

(ii) whether the shares of such series shall have voting powers, full or limited, or no voting powers and, if any, the terms of such voting powers;

(iii) the dividend rate, if any, on the shares of such series, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or on any other series of capital stock and whether such dividend shall be cumulative or noncumulative;

(iv) whether the shares of such series shall be subject to redemption by the Corporation and, if made subject to redemption, the times, prices and other terms, limitations, restrictions or conditions of such redemption;

(v) the relative amounts and the relative rights or preference, if any, of payment in respect of shares of such series, which the holders of shares of such series shall be entitled to receive upon the liquidation, dissolution or winding-up of the Corporation;

(vi) whether or not the shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or to other corporate purposes and the terms and provisions relative to the operation thereof;

(vii) whether or not the shares of such series shall be convertible into, or exchangeable for, shares of any other class, classes or series, or other securities, whether or not issued by the Corporation, and if so convertible or exchangeable, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting same;

(viii) the limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Corporation of, the Common Stock or any other class or classes of stock of the Corporation ranking junior to the shares of such series either as to dividends or upon liquidation, dissolution or winding-up;

(ix) the conditions or restrictions, if any, upon the creation of indebtedness of the Corporation or upon the issuance of any additional stock (including additional shares of such series or of any other series or of any other class) ranking on a parity with or prior to the shares of such series as to dividends or distributions of assets upon liquidation, dissolution or winding-up; and

(x) any other preference and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, as shall not be inconsistent with applicable law, this Article Fifth or any resolution of the Board adopted pursuant hereto.

b) Common Stock.

All shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges. The voting, dividend, liquidation and other rights and privileges of the holders of the Common Stock are subject to and qualified by the rights of the holders of Preferred Stock of any series as may be designated from time to time by the Board upon any issuance of Preferred Stock of any series.

(i) Dividends. Dividends may be declared and paid on the Common Stock then outstanding from funds lawfully available therefor as, when and if determined by the Board and subject to any preferential dividend or other rights of any then outstanding Preferred Stock. The holders of Common Stock then outstanding shall be entitled to share equally, share for share, in such dividends, whether payable in cash, in property or in shares of stock of the Corporation.

(ii) Voting Rights. Each holder of Common Stock then outstanding shall be entitled to one vote per share held by such holder at all meetings of stockholders. There shall be no cumulative voting.

(iii) Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment shall have been made to holders of the Preferred Stock then outstanding of the full amounts to which they shall be entitled as stated and expressed herein or as may be stated and expressed in any resolution of the Board adopted pursuant hereto, the holders of Common Stock then outstanding shall be entitled to share ratably according to the number of shares of the Common Stock then outstanding held by them in all remaining assets of the Corporation available for distribution to its stockholders.

SIXTH. Perpetual Existence. The Corporation shall have perpetual existence.

SEVENTH. Director and Officer Liability.

(a) To the fullest extent permitted by the DGCL, no director or Officer (as defined below) of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or Officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL.

(b) No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director or Officer of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

(c) If the DGCL is amended to authorize corporate action further eliminating or limiting the liability of directors or Officers, then a director or Officer of the Corporation shall be free of liability to the fullest extent permitted by the DGCL.

(d) All references in this Article SEVENTH to an "Officer" shall mean only a person who, at the time of an act or omission as to which liability is asserted, falls within the meaning of the term "officer," as defined in Section 102(b)(7) of the DGCL.

EIGHTH. Indemnification.

(a) Actions, Suits and Proceedings Other than by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any

threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other entity (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such person's capacity as a director, officer, employee or agent of the Corporation or in any other capacity while serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other entity (including any employee benefit plan), against all expenses (including attorneys' fees), judgments, fines, taxes or penalties and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnitee's conduct was unlawful.

(b) Actions or Suits by or in the Right of the Corporation. The Corporation shall indemnify any Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other entity (including any employee benefit plan)**,** or by reason of any action alleged to have been taken or omitted in such person's capacity as a director, officer, employee or agent of the Corporation or in any other capacity while serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other entity (including any employee benefit plan), against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of Indemnitee in connection with the defense or settlement of such action or suit if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made under this Article Eighth in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Corporation, unless, and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) which the Court of Chancery of Delaware or such other court shall deem proper.

(c) Indemnification for Expenses. Notwithstanding any other provisions of this Article Eighth, to the extent that an Indemnitee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in clauses (a) and (b) of this Article Eighth, or in defense of any claim, issue or matter therein, Indemnitee shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of Indemnitee in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to Indemnitee, (ii) an adjudication that Indemnitee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by Indemnitee, (iv) an adjudication that Indemnitee did not act in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that

Indemnitee had reasonable cause to believe his or her conduct was unlawful, Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

(d) Notification and Defense of Claim. As a condition precedent to an Indemnitee's right to be indemnified, such Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit or proceeding involving such Indemnitee for which indemnification will or could be sought. With respect to any action, suit or proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to Indemnitee. After notice from the Corporation to Indemnitee of its election so to assume such defense, the Corporation shall not be liable to Indemnitee for any legal or other expenses subsequently incurred by Indemnitee in connection with such action, suit or proceeding, other than as provided below in this Article Eighth. Indemnitee shall have the right to employ his or her own counsel in connection with such action, suit or proceeding, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) counsel to Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and Indemnitee in the conduct of the defense of such action, suit or proceeding or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit or proceeding, in each of which cases, the fees and expenses of one counsel for Indemnitee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article Eighth. The Corporation shall not be required to indemnify Indemnitee under this Article Eighth for any amounts paid in settlement of any action, suit or proceeding effected without its written consent. The Corporation shall not settle any action, suit or proceeding in any manner which would impose any judgment, penalty, admission or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold or delay its consent to any proposed settlement.

(e) Advancement of Expenses. In the event of any threatened or pending action, suit or proceeding of which the Corporation receives notice under this Article Eighth, any expenses (including attorneys' fees for attorneys retained in accordance with clause (d) above) incurred by or on behalf of any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director or officer of the Corporation, or while a director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other entity (including any employee benefit plan) in defending an action, suit or proceeding or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter; provided, however, that the payment of such expenses incurred by or on behalf of such person in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of such person to repay all amounts so advanced in the event that it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such person is not entitled to be indemnified by the Corporation as authorized in this Article Eighth. Such undertaking shall be accepted without reference to the financial ability of such person to make such repayment. Any advances or undertakings to repay pursuant to this clause (e) shall be unsecured and interest-free.

(f) Procedure for Indemnification. In order to obtain indemnification or advancement of expenses pursuant to clauses (a), (b), (c), (d) or (e) of this Article Eighth, an Indemnitee or person entitled to advancement of expenses pursuant to clause (e) above shall submit to the Corporation a written request. Any such indemnification or advancement of expenses shall be made as soon as practicable after written demand by Indemnitee or such person therefor is presented to the Corporation, and in any event within (i) in the case of indemnification under clause (c) or

advancement of expenses, 20 business days after receipt by the Corporation, of the written request of Indemnitee or such person, or (ii) in the case of all other indemnification, 45 business days after receipt by the Corporation of the written request of Indemnitee, unless with respect to requests under this subclause (ii), the Corporation (y) has assumed the defense pursuant to clause (d) of this Article Eighth (and none of the circumstances described in clause (d) of this Article Eighth that would nonetheless entitle Indemnitee to indemnification for the fees and expenses of separate counsel have occurred) or (z) determined, by clear and convincing evidence, within such 45 business day period referred to above that Indemnitee did not meet the applicable standard of conduct. Such determination in clause (z), and any determination that advanced expenses must be repaid to the Corporation, shall be made in each instance (a) by a majority vote of the directors consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) by a committee of disinterested directors designated by majority vote of disinterested directors, whether or not a quorum, (c) if there are no disinterested directors, or if the disinterested directors so direct, by independent legal counsel (who may, to the extent permitted by applicable law, be regular legal counsel to the Corporation) in a written opinion, or (d) by the stockholders of the Corporation. Any determination made under this clause (f) shall not create any presumption or bind any court in determining whether indemnification or repayment of advanced expenses is required.

(g) Limitations. Notwithstanding anything to the contrary in this Article Eighth, the Corporation shall not indemnify an Indemnitee pursuant to this Article Eighth (i) in connection with an action, suit or proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board, or (ii) to the extent such Indemnitee or person entitled to advancement of expenses pursuant to clause (e) above, is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification or advancement payments to an Indemnitee or such person and such Indemnitee or such person is subsequently reimbursed from the proceeds of such insurance, such Indemnitee or such person shall promptly refund indemnification or advancement payments to the Corporation to the extent of such insurance reimbursement.

(h) Subsequent Amendment. No amendment, termination or repeal of this Article Eighth or of the relevant provisions of the DGCL or any other applicable laws shall adversely affect or diminish in any way the rights of any Indemnitee to indemnification or person entitled to advancements pursuant to clause (e) above to such advancement under the provisions hereof with respect to any action, suit or proceeding arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

(i) Other Rights. The indemnification and advancement of expenses provided by this Article Eighth shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or a person seeking advancement of expenses pursuant to clause (e) above may be entitled under any law (common or statutory), agreement or vote of stockholders or disinterested directors or otherwise, both as to action in Indemnitee's or such person's official capacity and as to action in any other capacity while holding office for the Corporation. In addition, the Corporation may, to the extent authorized from time to time by its Board, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article Eighth.

(j) Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, manager, member, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other entity against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of Section 145 of the DGCL.

(k) Savings Clause. If this Article Eighth or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), liabilities, losses, judgments, fines, Employee Retirement Income Security Act of 1974, as amended (ERISA) taxes or penalties and amounts paid in settlement in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article Eighth that shall not have been invalidated and to the fullest extent permitted by applicable law.

(l) Definitions. For purposes of this Article Eighth references to the "Corporation" shall include, in addition to the resulting corporation, any constituent corporation, partnership, limited liability company or joint venture, trust or other entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, managers, members, and employees or agents so that any person who is or was a director, officer, manager, member, employee or agent of such constituent, or is or was serving at the request of such constituent as a director, officer, manager, member, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other entity, shall stand in the same position under the provisions of this Article Eighth with respect to the resulting or surviving corporation, partnership, limited liability company, or joint venture or other enterprise as such person would have with respect to such constituent if its separate existence had continued.

(m) Scope. The Corporation shall indemnify any Indemnitee and advance expenses to a person pursuant to clause (e) above to the fullest extent permitted by the DGCL, and if the DGCL is amended after adoption of this Article Eighth to expand further the indemnification or advancements permitted to Indemnitees or such persons, then the Corporation shall indemnify such persons to the fullest extent permitted by the DGCL, as so amended.

(n) Continuation of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article Eighth shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent, as applicable, and shall inure to the benefit of the heirs, executors and administrators of such a person.

NINTH. Management. For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

(a) General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by applicable law, this Certificate of Incorporation or the Bylaws of the Corporation, as amended and restated to date (the "Bylaws") directed or required to be exercised or done by stockholders.

(b) Number of Directors; Election of Directors. Subject to the rights of the holders of any series of Preferred Stock then outstanding, the number of directors which shall constitute the whole Board shall be fixed from time to time exclusively by resolution of the Board. Except as otherwise provided by the Bylaws, the election of directors need not be by written ballot.

(c) AFMIC Nomination Rights.

(i) During the period beginning on the date hereof and ending on the later of (i) the third anniversary hereof and (ii) the expiration of the current terms of the MGA Agreements and the Reinsurance Agreement (as set forth therein, including as a result of termination of such agreements) (the later of (i) and (ii), the "Representation Expiration Date"), at every applicable annual meeting of the stockholders of the Corporation in which directors

are generally elected (adjusted as appropriate to take into account the Corporation's classified Board structure), American Family Mutual Insurance Company, S.I. a Wisconsin corporation ("AFMIC"), shall have the right to recommend to the Corporation (x) one (1) individual to serve as a Class I director and (y) one (1) individual to serve as a Class II director (such individuals, the "AFMIC Board Nominees" and each an "AFMIC Board Nominee"); provided, however, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Corporation. As of the date hereof, each of Troy Van Beek and David Holman shall be an AFMIC Board Nominee for purposes of this Certificate of Incorporation.

(ii) If AFMIC is no longer entitled to two (2) AFMIC Board Nominee in accordance with the foregoing Section 9(c)(i) but continues to own (A) at all times prior to the completion of the Reorganization Transaction, ownership of Class A Interests of BIHL that would entitle AFMIC upon completion of the Reorganization Transaction to a number of shares of Common Stock equal to at least ten percent (10%) of the issued and outstanding shares of Common Stock (which shares owned by AFMIC shall include shares subject to the Warrant, to the extent vested (assuming there is no cashless exercise)) and (B) at all times following the completion of the Reorganization Transaction, ownership of shares of Common Stock equal to at least ten percent (10%) of the issued and outstanding shares of Common Stock (which shares owned by AFMIC shall include shares subject to the Warrant, to the extent vested (assuming there is no cashless exercise)) (each of the amounts set forth in clause (A) and (B), the "AFMIC Minimum Ownership Amount"), at every applicable annual meeting of the stockholders of the Corporation in which directors are generally elected (adjusted as appropriate to take into account the Corporation's classified Board structure), AFMIC shall have the right to recommend to the Corporation one (1) individual to serve as a Class I director of the Corporation as an AFMIC Board Nominee; provided, however, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Corporation.

(iii) As a condition to each AFMIC Board Nominee's nomination for election as a director of the Corporation at any annual meeting of the Corporation (or appointment pursuant to Section 9(c)(i)), AFMIC shall (or shall have caused the applicable AFMIC Board Nominee to) have provided to the Corporation an executed irrevocable resignation as director. If any AFMIC Board Nominee is deemed not reasonably satisfactory in accordance with the foregoing, AFMIC will be given a reasonable opportunity to select another individual to serve as an AFMIC Board Nominee. If any AFMIC Board Nominee is not elected by the stockholders at any annual meeting held during the period in which AFMIC is entitled to AFMIC Board Nominees pursuant to the foregoing Sections 9(c)(i) and 9(c)(ii), then as soon as practicable after the annual meeting, the applicable AFMIC Board Nominee or AFMIC Board Nominees (or such other person acceptable to AFMIC and the Board) shall be appointed as a director by the Board promptly following such annual meeting to the same class as the applicable AFMIC Board Nominee. In addition, if a vacancy is created on the Board as a result of the death, disability, retirement, resignation (other than a resignation required by Section 9(c)(viii)) or removal of an AFMIC Board Nominee, then AFMIC shall have the right to recommend such person's replacement to be appointed to the same class as the applicable AFMIC Board Nominee prior to the next annual meeting of stockholders, which recommendation shall be considered in good faith by the Board.

(iv) For so long as AFMIC has the right to nominate any nominee(s) for election pursuant to this Section 9(c) (subject to the provisos in Sections 9(c)(i) and 9(c)(ii) above), the Corporation shall nominate such nominee(s) for election as a Class I director or Class II

director as part of the slate that is included in the proxy statement (or consent solicitation or similar document) of the Corporation (or such other person) relating to the election of directors, and shall provide the highest level of support for the election of such nominee(s), as the case may be, as it provides to any other individual standing for election as a director of the Corporation (or such other person) as part of the Corporation's (or such other person's) slate of directors.

(v) For so long as there is an AFMIC Board Nominee, except as may be prohibited by applicable law or regulation, there shall be an AFMIC Board Nominee on each committee (other than the audit committee) of the Board.

(vi) Each AFMIC Board Nominee will be governed by, and entitled to, the same obligations and protections as all other directors of the Corporation, including, without limitation, indemnification and exculpation, obligations regarding confidentiality, conflicts of interests, fiduciary duties, trading and disclosure policies, director evaluation process, director code of ethics, director share ownership guidelines, stock trading and pre-approval policies, and other customary governance matters and protections regarding customary liability insurance for directors and officers. The Corporation shall use best efforts to ensure that each AFMIC Board Nominee is covered by liability insurance for directors with coverage that is at least as favorable, in the aggregate, to such directors as the coverage provided for by insurance policies acquired by the Corporation for the benefit of directors of the Corporation as in effect as of the date hereof.

(vii) Notwithstanding anything to the contrary herein, AFMIC's right to recommend the AFMIC Board Nominee(s) pursuant to Sections 9(c)(i) and 9(c)(ii) and all related rights of AFMIC and obligations of the Corporation set forth in this Section 9(c) shall terminate immediately upon the termination of the Reinsurance Agreement and the MGA Agreements (notwithstanding any continuing provisions in Section 4.05 of the Reinsurance Agreement or Section 14.9 of the MGA Agreements) at any time prior to the five (5) year anniversary of [the closing of the IPO].

(viii) In the event (i) the Representation Expiration Date shall occur, (ii) the Investor fails to maintain the AFMIC Minimum Ownership Amount or (iii) AFMIC's rights set forth in this Section 9(c) terminate pursuant to Section 9(c)(vii), then each AFMIC Board Nominee shall promptly offer to resign from the Board and, if requested by the Corporation, promptly deliver his or her written resignation to the Board (which shall provide for his or her immediate resignation), it being understood that it shall be in the Board's sole discretion whether to accept or reject such resignation; provided, however, if two (2) AFMIC Board Nominees are on the Board and the Investor continues to have the right to one (1) AFMIC Board Nominee pursuant to Section 9(c)(ii) hereof, then only the current Class II AFMIC Board Nominee shall promptly resign from the Board and, if requested by the Corporation, promptly deliver his or her written resignation to the Board (which shall provide for his or her immediate resignation), it being understood that it shall be in the Board's sole discretion whether to accept or reject such resignation. The Investor shall cause the AFMIC Board Nominees to resign from the Board if the AFMIC Board Nominees fail to resign if and when requested pursuant to this Section 9(c)(viii).

(ix) On and as of the date on which AFMIC owns less than the AFMIC Minimum Ownership Threshold (or, if earlier terminated pursuant to Section 9(c)(vii), on and as of such termination date), all of the nomination rights of AFMIC set forth in this Section 9(c) shall terminate in full and be of no further force or effect, regardless of any increase in the amount of Common Stock that AFMIC owns after such date.

(d) GPC Fund Nomination Rights.

(i) During the period beginning on the date hereof and ending on the date on which GPC Partners Investments (SPV III) LP ("GPC Fund") no longer owns (A) prior to the completion of the Reorganization Transaction, Class A Interests of BIHL that would entitle GPC Fund upon completion of the Reorganization Transaction to a number of shares of Common Stock equal to at least thirty-five percent (35%) of the issued and outstanding shares of Common Stock and (B) following the completion of the Reorganization Transaction, shares of the Common Stock equal to at least thirty-five percent (35%) of the issued and outstanding shares of Common Stock (each of (A) and (B), the "Initial GPC Ownership Threshold"), at every applicable annual meeting of the stockholders of the Corporation in which directors are generally elected (adjusted as appropriate to take into account the Corporation's classified board structure), GPC Fund shall have the right to recommend to the Corporation (x) one (1) individual to serve as a Class I director, (y) one (1) individual to serve as a Class II director and (z) one (1) individual to serve as a Class III director (such individuals, the "GPC Board Nominees" and each a "GPC Board Nominee"); provided, however, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Corporation. As of the date hereof, each of Matt Botein, Zhak Cohen and Jack Stein shall be a GPC Board Nominee for purposes of this Certificate of Incorporation.

(ii) If GPC Fund is no longer entitled to GPC Board Nominees in accordance with the foregoing Section 9(d)(i) but owns (A) prior to the completion of the Reorganization Transaction, Class A Interests of BIHL that would entitle GPC Fund upon completion of the Reorganization Transaction to a number of shares of Common Stock equal to at least twenty-five percent (25%) of the issued and outstanding shares of Common Stock and (B) following the completion of the Reorganization Transaction, shares of Common Stock equal to at least twenty-five percent (25%) of the issued and outstanding shares of Common Stock (each of (A) and (B), the "Second GPC Ownership Threshold"), at every applicable annual meeting of the stockholders of the Corporation in which directors are generally elected (adjusted as appropriate to take into account the Corporation's classified Board structure), GPC Fund shall have the right to recommend (x) one (1) individual to serve as a Class I director and (y) one (1) individual to serve as a Class II director of the Corporation as GPC Board Nominees; *provided*, *however*, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Corporation.

(iii) If GPC Fund is no longer entitled to GPC Board Nominees in accordance with the foregoing Section 9(d)(i) and Section 9(d)(ii) but owns (A) prior to the completion of the Reorganization Transaction, Class A Interests of BIHL that would entitle GPC Fund upon completion of the Reorganization Transaction to a number of shares of Common Stock equal to at least ten percent (10%) of the issued and outstanding shares of Common Stock and (B) following the completion of the Reorganization Transaction, shares of Common Stock equal to at least ten percent (10%) of the issued and outstanding shares of Common Stock (each of (A) and (B), the "Third GPC Ownership Threshold"), at every applicable annual meeting of the stockholders of the Corporation in which directors are generally elected (adjusted as appropriate to take into account the Corporation's classified Board structure), GPC Fund shall have the right to recommend to the Corporation one (1) individual to serve as a Class I director of the Corporation as a GPC Board Nominee; provided, however, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Corporation.

(iv) As a condition to each GPC Board Nominee's nomination for election as a director of the Corporation at any annual meeting of the Corporation (or appointment pursuant to Section 9(d)(i)), GPC Fund shall (or shall have caused the applicable GPC Board Nominee to) have provided to the Corporation an executed irrevocable resignation as director. If any GPC Board Nominee is deemed not reasonably satisfactory in accordance with the foregoing, GPC Fund will be given a reasonable opportunity to select another individual to serve as a GPC Board Nominee. If any GPC Board Nominee is not elected by the stockholders at any annual meeting held during the period in which Gallatin Point is entitled to GPC Board Nominees pursuant to the foregoing Section 9(d)(i), Section 9(d)(ii) and Section 9(d)(iii), then as soon as practicable after the annual meeting, the applicable GPC Board Nominee or GPC Board Nominees (or such other person acceptable to GPC Fund and the Board) shall be appointed as a director by the Board promptly following such annual meeting to the same class as the applicable GPC Board Nominee. In addition, if a vacancy is created on the Board as a result of the death, disability, retirement, resignation (other than a resignation required by Section 9(d)(viii)) or removal of a GPC Board Nominee, then GPC Fund shall have the right to recommend such person's replacement to be appointed to the same class as the applicable GPC Board Nominee prior to the next annual meeting of stockholders, which recommendation shall be considered in good faith by the Board.

(v) For so long as GPC Fund has the right to nominate any nominee(s) for election pursuant to this Section 9(d) (subject to the provisos in Section 9(d)(i), Section 9(d)(ii) and Section 9(d)(iii) above), the Corporation shall nominate such nominee(s) for election as a director as part of the slate that is included in the proxy statement (or consent solicitation or similar document) of the Corporation (or such other person) relating to the election of directors, and shall provide the highest level of support for the election of such nominee(s), as the case may be, as it provides to any other individual standing for election as a director of the Corporation (or such other person) as part of the Corporation's (or such other person's) slate of directors.

(vi) For so long as there is a GPC Board Nominee, except as may be prohibited by applicable law or regulation, there shall be a GPC Board Nominee on each committee (other than the audit committee) of the Board.

(vii) Each GPC Board Nominee will be governed by, and entitled to, the same obligations and protections as all other directors of the Corporation, including, without limitation, indemnification and exculpation, obligations regarding confidentiality, conflicts of interests, fiduciary duties, trading and disclosure policies, director evaluation process, director code of ethics, director share ownership guidelines, stock trading and pre-approval policies, and other customary governance matters and protections regarding customary liability insurance for directors and officers. The Corporation shall use best efforts to ensure that each GPC Board Nominee is covered by liability insurance for directors with coverage that is at least as favorable, in the aggregate, to such directors as the coverage provided for by insurance policies acquired by the Corporation for the benefit of directors of the Corporation as in effect as of the date hereof.

(viii) In the event GPC Fund fails to maintain the Initial Ownership Threshold, the Second Ownership Threshold or the Third Ownership Threshold, the GPC Board Nominee or GPC Board Nominees, as applicable, shall promptly offer to resign from the Board and, if requested by the Corporation, promptly deliver his or her written resignation to the Board (which shall provide for his or her immediate resignation), it being understood that it shall be in the Board's sole discretion whether to accept or reject such resignation. For the avoidance of doubt, (A) in the event GPC Fund owns less than the Initial Ownership Threshold but more than or equal to the Second Ownership Threshold, only the current

Class III GPC Board Nominee shall be required to resign and (B) in the event GPC Fund owns less than the Second Ownership Threshold but more than or equal to the Third Ownership Threshold, only the current Class II GPC Board Nominee shall be required to resign. GPC Fund shall cause the GPC Board Nominees to resign from the Board if the GPC Board Nominees fail to resign if and when requested pursuant to this Section 9(d)(viii).

(ix) On and as of the date on which GPC Fund owns less than the Third Ownership Threshold, all of the nomination rights of GPC Fund set forth in this Section 9(d) shall terminate in full and be of no further force or effect, regardless of any increase in the amount of Common Stock that GPC Fund owns after such date.

(e) Classes of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the Board shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one third of the total number of directors constituting the entire Board. The Board is authorized to assign members of the Board already in office to Class I, Class II or Class III at the time such classification becomes effective.

(f) Terms of Office. Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the third annual meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided that each director initially assigned to Class I shall serve for a term expiring at the Corporation's first annual meeting of stockholders held following the time at which the initial classification of the Board becomes effective; each director initially assigned to Class II shall serve for a term expiring at the Corporation's second annual meeting of stockholders held following the time at which the initial classification of the Board becomes effective; and each director initially assigned to Class III shall serve for a term expiring at the Corporation's third annual meeting of stockholders held following the time at which the initial classification of the Board becomes effective; provided, however, that commencing with the Corporation's 2031 annual meeting of stockholders, all directors elected at annual meetings of stockholders of the Corporation held beginning with such meeting shall be elected for terms expiring at the next annual meeting of stockholders of the Corporation. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class. Notwithstanding the foregoing provisions of this clause (d), each director shall serve until such director's successor is duly elected and qualified or until such director's death, resignation or removal. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

(g) Quorum and Manner of Acting. Unless otherwise provided by applicable law, the presence of a majority of the members of the Board shall be necessary to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the directors present may adjourn the meeting from time to time until the quorum shall be present. Notice of any adjourned meeting need not be given. At all meetings of the Board at which a quorum is present, all matters shall be decided by the affirmative vote of the majority of the directors present, except as otherwise required by law. The Board may hold its meetings at such place or places within or without the State of Delaware as the Board may from time to time determine or as shall be specified in the respective notices, or waivers of notice, thereof.

(h) Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director or the entire board of directors may be removed, but only for cause, and only by the affirmative vote of a majority of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors at a special meeting of stockholders called in accordance with this Certificate of Incorporation and the Bylaws expressly for that purpose.

(i) Vacancies. Subject to the Board Nominee Agreement, the Investor Matters Agreement and the rights of the holders of any series of Preferred Stock then outstanding, any vacancy or newly created directorships in the Board, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy shall have the same remaining term as that of his or her predecessor, subject to the election and qualification of a successor and to such director's earlier death, resignation, retirement or removal.

(j) Stockholder Nominations and Introduction of Business, Etc. Advance notice of stockholder nominations for election of directors of the Corporation and business other than nominations for election of directors of the Corporation shall be brought by stockholders before a meeting of stockholders shall be given in the manner provided by the Bylaws.

(k) Certain Definitions. For purposes of this Article Ninth, references to:

(i) "Amended & Restated LPA" means that certain Amended and Restated Limited Partnership Agreement of BIHL, dated as of October 14, 2020, by and among the partners thereto, as amended from time to time.

(ii) "BIHL" means Bowhead Insurance Holdings LP, a Delaware limited partnership.

(iii) "Board Nominee Agreement" means the Board Nominee Agreement, dated as of [l], 2024 between the Corporation and GPC Fund.

(iv) "MGA Agreements" means collectively, (A) the Managing General Agency Agreement, dated as of February 1, 2021, by and between Homesite Insurance Company and Bowhead Specialty Underwriters, Inc. (the "Agent"), as amended from time to time; (B) the Amended and Restated Managing General Agency Agreement, dated April 1, 2022, by and between Homesite Insurance Company of Florida and the Agent, as amended from time to time, (C) the Managing General Agency Agreement, dated February 1, 2021, by and between Midvale Indemnity Company and the Agent, as amended from time to time; and (D) the Managing General Agency Agreement to be entered into in the second calendar quarter of 2024 by and between American Family Connect Reinsurance Company and the Agent, as amended from time to time.

(v) "Investor Matters Agreement" means the Investor Matters Agreement, dated as of [l], 2024 between the Corporation and AFMIC.

(vi) "Reinsurance Agreement" means the 100% Quota Share Reinsurance Agreement, dated as of January 1, 2021, by and between AFMIC and Bowhead Insurance Company Inc., as amended from time to time.

(vii) "Reorganization Transaction" means the termination, liquidation and dissolution of BIHL, pursuant to which each of the holders of the Class A Interests and Class P Interests (each as defined in the Amended & Restated LPA) will receive a number of shares of Common Stock in accordance with the distribution provisions of the Amended & Restated LPA.

(viii) "Warrant" means that certain Common Stock Purchase Warrant issued on the date hereof by the Corporation to AFMIC.

TENTH. Action by Written Consent. Subject to the terms of any series of Preferred Stock, (i) for so long as GPC Fund owns (directly or indirectly) at least forty percent (40%) of the voting power of the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors (the "Voting Stock"), any action that is required or permitted to be taken by the stockholders of the Corporation may be effected by consent in lieu of a meeting and (ii) if GPC Fund no longer beneficially owns (directly or indirectly) at least 40% of the Voting

Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation and may not be effected by any consent in lieu of a meeting.

ELEVENTH. Special Meetings. Special meetings of stockholders may be held at such time and place, within or without the State of Delaware, or no place, solely by means of remote communication, as shall be stated in the notice of the meeting or in a waiver of notice thereof. Special meetings of the stockholders may be called only by (i) the Chairman of the Board, (ii) so long as GPC Fund beneficially owns (directly or indirectly) at least forty percent (40%) or more of the Voting Stock, by the Secretary of the Corporation at the request of the holders of shares representing at least forty percent (40%) of the Voting Stock or (iii) by resolution duly adopted by the affirmative vote of the majority of the members of the Board, and may not be called by any other person or persons. Any such resolution shall be sent to the Chairman of the Board or the Chief Executive Officer and the Corporate Secretary and shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting is limited to the purposes stated in the notice.

TWELFTH. Amendment of Bylaws. The Board shall have, and is hereby expressly granted, the power to adopt, amend or repeal the Bylaws at any valid meeting of the Board by the affirmative vote of a majority of the whole Board. The Bylaws may also be altered, amended or repealed at any annual meeting of stockholders, or at any special meeting of the holders of shares of stock entitled to vote thereon called for that purpose, by the affirmative vote of not less than two-thirds of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote thereon.

THIRTEENTH. Amendment of Certification of Incorporation. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights, preferences and privileges conferred upon stockholders, directors or any other persons herein are granted subject to this reservation. In addition to any affirmative vote required by law and/or provided to the holders of any series of Preferred Stock then outstanding, if any, with respect to Articles Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, this Thirteenth, Fifteenth and Sixteenth, such provisions may only be altered, amended or repealed at any annual meeting of stockholders, or at any special meeting of the stockholders called for that purpose, by an affirmative vote of not less than two-thirds of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote thereon, voting as a single class.

FOURTEENTH. Section 203 of the DGCL.

(a) Opt Out. The Corporation hereby expressly elects that it shall not be governed by, or otherwise be subject to, Section 203 of the DGCL.

(b) Applicable Restrictions to Business Combinations. Notwithstanding the foregoing and notwithstanding any other provisions of the DGCL, the Corporation shall not engage in any business combination (as defined below), at any point in time at which any class of Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act of 1934, as amended, with any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

(i) prior to such time, the Board approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder, or

(ii) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the Voting Stock of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the Voting Stock outstanding (but not the outstanding Voting Stock owned by the interested stockholder) those shares owned by (1) persons who are directors and also officers and (2) employee stock plans in which employee participants

do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer, or

(iii) at or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66⅔% of the outstanding Voting Stock which is not owned by the interested stockholder.

(c) The restrictions contained in this Article Fourteenth shall not apply if the business combination is proposed prior to the consummation or abandonment of and subsequent to the earlier of the public announcement or the notice required hereunder of a proposed transaction which (i) constitutes one of the transactions described in the second sentence of this paragraph, (ii) is with or by a person who either was not an interested stockholder during the previous three years or who became an interested stockholder with the approval of the Board and (iii) is approved or not opposed by a majority of the directors then in office (but not less than one) who were directors prior to any person becoming an interested stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors. The proposed transactions referred to in the preceding sentence are limited to (x) a merger or consolidation of the Corporation (except for a merger in respect of which, pursuant to Section 251(f) of the DGCL, no vote of the stockholders of the Corporation is required), (y) a sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation (other than to any direct or indirect wholly owned subsidiary or to the Corporation) having an aggregate market value equal to fifty percent or more of either that aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation or (z) a proposed tender or exchange offer for 50% or more of the outstanding Voting Stock. The Corporation shall give not less than 20 days' notice to all interested stockholders prior to the consummation of any of the transactions described in clause (x) or (y) of the second sentence of this paragraph.

(d) Certain Definitions. For purposes of this Article Fourteenth, references to:

(i) "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(ii) "associate," when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of Voting Stock; (ii) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(iii) "business combination," when used in reference to the Corporation and any interested stockholder of the Corporation, means:

(1) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (a) with the interested stockholder, or (b) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation paragraph B of this Article Fourteenth is not applicable to the surviving entity;

(2) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the

Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(3) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (a) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (b) pursuant to a merger under Section 251(g) of the DGCL; (c) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (d) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (e) any issuance or transfer of stock by the Corporation; provided, however, that in no case under items (c) through (e) of this subsection (3) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the Voting Stock (except as a result of immaterial changes due to fractional share adjustments);

(4) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(5) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in subsections (1) through (4) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(iv) "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article Fourteenth, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(v) "Gallatin Group" means GPC Fund and any current or future affiliates of GPC Fund (so long as such affiliate remains an affiliate), any of their direct or indirect transferees of at least 15% of the Corporation's outstanding Common Stock and any "group" of which any such person is part under Rule 13d-5 under the Exchange Act; provided, however, that

the term "Gallatin Group" shall not include the Corporation or any of the Corporation's direct or indirect subsidiaries.

(vi) "interested stockholder" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (1) is the owner of 15% or more of the outstanding Voting Stock, or (2) is an affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding Voting Stock at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the affiliates and associates of such person; provided, however, that the term "interested stockholder" shall not include (a) Gallatin Group or AFMIC, (b) a stockholder that becomes an interested stockholder inadvertently and (x) as soon as practicable divests itself of ownership of sufficient shares so that such stockholder ceases to be an interested stockholder and (y) would not, at any time within the three-year period immediately prior to a business combination between the Corporation and such stockholder, have been an interested stockholder but for the inadvertent acquisition of ownership or (c) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of any action taken solely by the Corporation; provided, however, that such person specified in this clause (c) shall be an interested stockholder if thereafter such person acquires additional shares of Voting Stock, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the Voting Stock deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(vii) "owner," including the terms "own" and "owned," when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates: beneficially owns such stock, directly or indirectly; or has (a) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (b) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more persons; or has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in clause (b) of subsection (2) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(viii) "person" means any individual, corporation, partnership, unincorporated association or other entity.

(ix) "stock" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

FIFTEENTH. Business Opportunities. To the fullest extent permitted by Section 122(17) of the DGCL (or any successor provision), the Corporation, on behalf of itself and its subsidiaries, renounces and waives any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, directly

or indirectly, any potential transactions, matters or business opportunities (including, without limitation, any business activities or lines of business that are the same as or similar to those pursued by, or competitive with, the Corporation or any of its subsidiaries or any dealings with customers or clients of the Corporation or any of its subsidiaries) (each a "Corporate Opportunity") that are from time to time presented to any of GPC Fund, AFMIC or any of their respective officers, directors, directors of their subsidiaries, employees, agents, stockholders, members, managers partners, representatives, affiliates or subsidiaries (other than the Corporation and its subsidiaries), even if the transaction, matter or opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so. To the fullest extent permitted by law, none of GPC Fund, AFMIC nor any of their respective officers, directors, directors of their subsidiaries, employees, agents, stockholders, members, managers, partners, representatives, affiliates or subsidiaries shall be liable to the Corporation or any of its subsidiaries for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such person pursues, acquires or participates in such Corporate Opportunity, directs such Corporate Opportunity to another person or fails to communicate, offer or present such Corporate Opportunity, or information regarding such Corporate Opportunity, to the Corporation or its subsidiaries, unless, in the case of any such person who is a director or officer of the Corporation, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation. Any person purchasing or otherwise acquiring or holding any interest in any shares of stock of the Corporation shall be deemed to have notice of and have consented to the provisions of this Article Fifteenth. Neither the alteration, amendment or repeal of this Article Fifteenth, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article Fifteenth, nor, to the fullest extent permitted by Delaware law, any modification of law, shall eliminate or reduce the effect of this Article Fifteenth in respect of any Corporate Opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this Article Fifteenth, would accrue or arise, prior to such alteration, amendment, repeal, adoption or modification. If any provision or provisions of this Article Fifteenth shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Fifteenth (including, without limitation, each portion of any paragraph of this Article Fifteenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article Fifteenth (including, without limitation, each such portion of any paragraph of this Article Fifteenth containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law. This Article Fifteenth shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Certificate of Incorporation, the Bylaws, applicable law, any agreement or otherwise.

SIXTEENTH. Exclusive Forum. Unless the Corporation consents in writing to the selection of an alternative forum (an "Alternative Forum Consent"), the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a duty (including any fiduciary duty) owed by any current or former director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation arising out of or relating to any provision of the DGCL or this Certificate of Incorporation or the Bylaws (each, as in effect from time to time), or (iv) any action asserting a claim against the Corporation or any current or former director, officer, stockholder, employee or agent of the Corporation governed by the internal affairs doctrine of the State of Delaware; provided, however, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Unless the Corporation gives an Alternative Forum Consent, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended; provided, that this Article Sixteenth shall not

apply to any actions arising under the Securities Exchange Act of 1934, as amended. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions. Any person or entity purchasing, otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article Sixteenth. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Article Sixteenth with respect to any current or future actions or claims.

[signature page follows]

IN WITNESS WHEREOF, undersigned, being a duly elected officer of the Corporation, has executed this Amended and Restated Certificate of Incorporation and affirms the statements herein contained on this 23rd day of May, 2024.

BOWHEAD SPECIALTY HOLDINGS INC.

By: /s/ Matthew Crusey

Name: Matthew Crusey

Title: Secretary

Exhibit 3.2

AMENDED AND RESTATED BYLAWS

OF

BOWHEAD SPECIALTY HOLDINGS INC.

a Delaware corporation

Effective May 23, 2024

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OF

Bowhead Specialty Holdings Inc.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1.1. Registered Office. The registered office of the Corporation shall be fixed in the certificate of incorporation of the Corporation, as amended and restated from time to time (the "Certificate of Incorporation").

Section 1.2. Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 2.1. Place of Meetings. Meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by Section 211 of the General Corporation Law of the State of Delaware (the "DGCL").

Section 2.2. Annual Meetings. The annual meeting of stockholders (the "Annual Meeting") for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be

transacted at the Annual Meeting. The Corporation may postpone, reschedule or cancel any Annual Meeting previously scheduled by the Board of Directors.

Section 2.3. Special Meetings. Unless otherwise required by law, special meetings of stockholders (a "Special Meeting") shall be called in the manner provided by the Certificate of Incorporation. At a Special Meeting, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto), which shall state the purpose or purposes of the meeting. The Corporation may postpone, reschedule or cancel any Special Meeting previously scheduled by the Board of Directors.

Section 2.4. Nature of Business at Meetings of Stockholders.

(a) Only such business (other than nominations for election to the Board of Directors, which must comply with the provisions of Section 2.5 hereof) may be transacted at an Annual Meeting as is (1) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (2) otherwise properly brought before the Annual Meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (3) otherwise properly brought before the Annual Meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 2.4 and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting and (ii) who complies with the notice procedures set forth in this Section 2.4. Notwithstanding the foregoing, at a Special Meeting, only such business shall be conducted as specified in the notice of meeting (or any amendment or supplement thereto).

(b) For business to be properly brought before an Annual Meeting by a stockholder pursuant to clause (3) of paragraph (a) of this Section 2.4, such stockholder must

have given timely notice thereof in proper written form to the Secretary of the Corporation and such proposed business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation not later than the close of business (as defined below) on the ninetieth (90th) day nor earlier than the close of business on the one hundred and twentieth (120th) day prior to the anniversary date of the immediately preceding Annual Meeting; provided, however, that in the event that the Annual Meeting is called for a date that is not within thirty (30) days before or sixty (60) days after such anniversary date, or if no Annual Meeting was held or deemed to have been held in the preceding year, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure of the date of the Annual Meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (1) as to each matter such stockholder proposes to bring before the Annual Meeting a brief description of the business desired to be brought before the Annual Meeting and the proposed text of any proposal regarding such business (including the specific text of any resolutions proposed for consideration and, if such business includes a proposal to amend the Amended and Restated Bylaws, the specific text of the proposed amendment), and the reasons for conducting such business at the Annual Meeting, and (2) as to the stockholder giving notice and the beneficial owner, if any, on whose behalf the proposal is

being made, (i) the name and record address of such stockholder as they appear on the Corporation's books and the name and address of the beneficial owner; (ii) (A) the class or series and number of all shares of stock of the Corporation that are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name and address of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record, by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of all agreements, arrangements or understandings (whether written or oral) between or among such person, or any affiliates or associates of such person, and any other person or persons (including their names) in connection with or relating to (A) the Corporation or (B) the proposal, including any material interest in, or anticipated benefit from, the proposal to such person, or any affiliates or associates of such person; (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting to bring such business before the meeting; (v) a representation

whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares of stock required to approve or adopt the proposal and/or (B) otherwise to solicit proxies or votes from stockholders in support of such proposal; and (vi) any other information relating to such person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies by such person with respect to the proposed business to be brought by such person before the Annual Meeting pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder.

(d) A stockholder providing notice of business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.4 shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of the Annual Meeting.

(e) No business shall be conducted at the Annual Meeting except business brought before the Annual Meeting in accordance with the procedures set forth in this Section 2.4; provided, however, that, once business has been properly brought before the Annual Meeting in accordance with such procedures, nothing in this Section 2.4 shall be deemed to preclude discussion by any stockholder of any such business. If the chairperson of an Annual Meeting determines that business was not properly brought before the Annual Meeting in

accordance with the foregoing procedures, the chairperson shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

(f) Nothing contained in this Section 2.4 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision of law).

(g) Notwithstanding the foregoing provisions of this Section 2.4, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.4 and Section 2.5, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(h) For purposes of this Section 2.4 and Section 2.5, "public announcement" shall include disclosure in a press release reported by a national news service or in a document filed or furnished by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

Section 2.5. Nomination of Directors.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Certificate of Incorporation with respect to the right of holders of preferred stock of the Corporation, if any, to nominate and elect a specified number of directors in certain circumstances or as provided in the Board Designee Agreement, between the Corporation and GPC Partners Investments (SPV III) LP. ("GPC Fund"), dated as of May 23, 2024 (as may be amended, supplemented, restated or otherwise modified from time to time, the "Gallatin Agreement") or the Investor Matters Agreement between the Corporation and American Family Mutual Insurance Company, S.I. ("AmFam"), dated as of May 23, 2024 (as may be amended, supplemented, restated or otherwise modified from time to time, the "AmFam Agreement" and, together with the GPC Agreement, the "Director Nomination Agreements") with respect to the respective rights of GPC Fund and AmFam to nominate a specified number of directors of the Corporation. Nominations of persons for election to the Board of Directors may be made at any Annual Meeting, or at any Special Meeting called for the purpose of electing directors, (1) by or at the direction of the Board of Directors (or any duly authorized committee thereof), which shall be in accordance with the terms and conditions of the Director Nomination Agreements or (2) by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 2.5 and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting or Special Meeting and (ii) who complies with the notice procedures set forth in this Section 2.5.

(b) For a nomination to be made by a stockholder pursuant to clause (2) of paragraph (a) of this Section 2.5, such stockholder must have given timely notice thereof in

proper written form to the Secretary of the Corporation. To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation (1) in the case of an Annual Meeting, not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred and twentieth (120th) day prior to the anniversary date of the immediately preceding Annual Meeting; provided, however, that in the event that the Annual Meeting is called for a date that is not within thirty (30) days before or seventy (70) days after such anniversary date, or if no Annual Meeting was held or deemed to have been held in the preceding year, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure of the date of the Annual Meeting was made, whichever first occurs; and (2) in the case of a Special Meeting called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the Special Meeting was mailed or public disclosure of the date of the Special Meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting or a Special Meeting called for the purpose of electing directors, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. The number of nominees a stockholder may nominate for election at an Annual Meeting or a Special Meeting (or in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the Annual Meeting or Special Meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such Annual Meeting or such Special Meeting.

(c) To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (1) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) (A) the class or series and number of all shares of stock of the Corporation that are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (iv) such person's written representation and agreement that such person (A) is not and will not become a party to (I) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (II) any

Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation in such representation and agreement, (C) in such person's individual capacity, would be in compliance, if elected as a director of the Corporation, and will comply with, all confidentiality, corporate governance, conflict of interest, Regulation FD, codes of conduct and ethics, and stock ownership and trading policies and guidelines of the Corporation, and any other Corporation policies and guidelines applicable to directors (which, in each case, to the extent not publicly disclosed, will be promptly provided following a request therefor), and (D) consents to serving as a director, if elected, and to being named in the Corporation's proxy statement and form of proxy as a director nominee and, if elected, currently intends to serve as a director for the full term for which such person is standing for election, and (v) all completed and signed questionnaires prepared by the Corporation applicable to directors and director nominees (which will be provided promptly following a request therefor) and any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (2) as to the stockholder giving the notice, and the beneficial owner, if any, on whose behalf the nomination is being made, (i) the name and record address of the stockholder giving the notice and the name and address of such beneficial owner; (ii) (A) the class or series and number of all shares of stock of the Corporation which are

owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of (A) all agreements, arrangements or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any proposed nominee, or any affiliates or associates of such proposed nominee, (B) all agreements, arrangements or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any other person or persons (including their names) pursuant to which the nomination(s) are being made by such person, or otherwise relating to the Corporation or their ownership of shares of stock of the Corporation, and (C) any material interest of such person, or any affiliates or associates of such person, in such nomination, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person; (iv) a representation that the stockholder giving notice intends to

appear in person or by proxy at the Annual Meeting or a Special Meeting to nominate the persons named in its notice; (v) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares of stock required to elect the nominee and/or (B) otherwise to solicit proxies or votes from stockholders in support of such nomination; and (vi) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named in the Corporation's proxy statement and associated proxy card as a nominee and to serve as a director if elected. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such director under the Exchange Act and rules and regulations thereunder and applicable stock exchange rules.

(d) A stockholder providing notice of any nomination proposed to be made at an Annual Meeting or a Special Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.5 shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting or a Special Meeting, and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for

determining the stockholders entitled to receive notice of such Annual Meeting or Special Meeting.

(e) Notwithstanding anything in the second sentence of paragraph (b) of this Section 2.5 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation at the Annual Meeting is increased effective after the time period for which nominations would otherwise be due under paragraph (b) of this Section 2.5 and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's Annual Meeting, a stockholder's notice required by this Section 2.5 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10^{th}) day following the day on which such public announcement is first made by the Corporation.

(f) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.5. If the chairperson of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chairperson shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

(g) Notwithstanding the foregoing provisions of this Section 2.5, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting or Special Meeting to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(h) For as long as the Gallatin Agreement remains in effect, GPC Fund shall not be subject to the notice procedures set forth in this Section 2.5 with respect to any Person designated by GPC Fund to be a nominee for election to the Board of Directors in accordance with the terms of the Gallatin Agreement.

(i) For as long as the AmFam Agreement remains in effect, AmFam shall not be subject to the notice procedures set forth in this Section 2.5 with respect to any Person designated by AmFam to be a nominee for election to the Board of Directors in accordance with the terms of the AmFam Agreement.

(j) Nothing contained in this Section 2.5 of this Article II or in any other provision of these Amended and Restated Bylaws shall affect or impair any rights of GPC Fund with respect to the Gallatin Agreement or AmFam with respect to the AmFam Agreement to have any person designated by GPC Fund or AmFam, as applicable to be a nominee for election to the Board of Directors and to have such nominee included in the Corporation's proxy statement.

Section 2.6. Notice. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting, in the form of a writing or electronic submission, shall be given which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at such meeting, if such date is different from the record date for determining stockholders entitled to notice of such meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of

the meeting to each stockholder entitled to notice of and to vote at such meeting as of the record date for determining stockholders entitled to notice of such meeting.

Section 2.7. Adjournments . Any meeting of the stockholders may be adjourned from time to time by the chairperson of such meeting or by the Board of Directors, without the need for approval thereof by stockholders, to reconvene or convene, at the same or some other place. Notice need not be given of any such adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting in accordance with the requirements of Section 2.6 hereof shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 2.13 hereof, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.8. Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If such quorum, however, shall not be present or represented at any meeting of the stockholders,

the chairman of the meeting or the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 2.7 hereof, until a quorum shall be present or represented.

Section 2.9. Voting. Unless a different or minimum vote is required by law, the Certificate of Incorporation or these Amended and Restated Bylaws, the rules and regulations of any securities exchange applicable to the Corporation or any law or regulation applicable to the Corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority in voting power of the outstanding shares of stock of the Corporation which are present in person or by proxy and entitled to vote thereon. Unless otherwise provided in the Certificate of Incorporation, each stockholder entitled to vote at any meeting of the stockholders shall be entitled to cast one (1) vote for each share of stock held by such stockholder which has voting power upon the matter in question. Such votes may be cast in person or by proxy as provided in Section 2.10. The Board of Directors, in its discretion, or the chairperson of a meeting of the stockholders, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 2.10. Proxies. Each stockholder entitled to vote at a meeting of the stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder as proxy, but no such proxy shall be voted upon after three years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, the following shall constitute a valid means by which a stockholder

may grant such authority: The authorization of a person to act as proxy may be documented, signed and delivered in accordance with Section 116 of the DGCL provided that such authorization shall set forth, or be delivered with, information enabling the Corporation to determine the identity of the stockholder granting such authorization. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

Section 2.11. Consent of Stockholders in Lieu of Meeting. The right of the stockholders to act by consent in lieu of a meeting shall be as set forth in the Certificate of Incorporation.

Section 2.12. List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be arranged in alphabetical order, and show the address of each stockholder and the number of shares registered in the name of each stockholder; provided that the Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the

Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 2.13. Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders or any adjournment or postponement thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment or postponement of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned or postponed meeting.

(b) To the extent stockholders may take action by consent pursuant to the Certificate of Incorporation, in order that the Corporation may determine the stockholders

entitled to consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with Section 228 of the DGCL. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 2.14. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 2.12 hereof or the books of the Corporation, or to vote in person or by proxy at any meeting of the stockholders.

Section 2.15. Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Meetings of stockholders shall be presided over by the Chairperson of the Board of Directors, if there shall be one, or if there shall not be a Chairperson of the Board of Directors or in his or her absence, the Chief Executive Officer. The Board of Directors shall have the authority to appoint a temporary chairperson to serve at any meeting of the stockholders if the

Chairperson of the Board of Directors or the Chief Executive Officer is unable to do so for any reason. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairperson of any meeting of the stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairperson of the meeting, may include, without limitation, the following: (i) establishment of an agenda or order of business for the meeting; (ii) determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants.

Section 2.16. Inspectors of Election. In advance of any meeting of the stockholders, the Board of Directors, by resolution, the Chairperson of the Board of Directors or the Chief Executive Officer may, and shall, if required by law, appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the

discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

Section 2.17. Delivery to the Corporation. Whenever Sections 2.4 and 2.5 of this Article II require one or more persons (including a record or beneficial owner of stock of the Corporation) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered. For the avoidance of doubt, with respect to any notice from any stockholder of record or beneficial owner of the Corporation's shares of stock pursuant to Sections 2.4 and 2.5 of this Article II, to the fullest extent permitted by law, the Corporation expressly opts out of Section 116 of the DGCL.

Section 2.18. Close of Business. For purposes of these Amended and Restated Bylaws, "close of business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation on any calendar day, whether or not such day is a business day.

ARTICLE III

DIRECTORS

Section 3.1. Number and Election of Directors. The number of directors shall be fixed be fixed from time to time exclusively by resolution of the Board of Directors. Except as provided in Section 3.2 hereof, directors shall be elected by a plurality of the votes cast at an Annual Meeting. Directors need not be stockholders.

Section 3.2. Vacancies. Newly created directorships and vacancies shall be filled as set forth in the Certificate of Incorporation.

Section 3.3. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, the Certificate of Incorporation or, these Amended and Restated Bylaws or the rules and regulations of any securities exchange on which the securities of the Corporation are listed by the Corporation required to be exercised or done by the stockholders.

Section 3.4. Meetings. The Board of Directors and any committee thereof may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors or any committee thereof may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors or such committee, respectively. Special meetings of the Board of Directors may be called by the Chairperson of the Board of Directors, the Chief Executive Officer or by any two or more directors. Special meetings of any committee of the Board of Directors may be called by the chairperson of such committee, the Chief Executive Officer or any director serving on such committee. Notice thereof stating the place, date and time of the meeting shall be given to each

director (or, in the case of a committee, to each member of such committee) not less than twenty-four (24) hours before the meeting or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 3.5. Organization. At each meeting of the Board of Directors or any committee thereof, the Chairperson of the Board of Directors or the chairperson of such committee, as the case may be, or, in his or her absence or if there be none, a director chosen by a majority of the directors present, shall act as chairperson of such meeting. Except as provided below, the Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors and of each committee thereof. In case the Secretary shall be absent from any meeting of the Board of Directors or of any committee thereof, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all the Assistant Secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting. Notwithstanding the foregoing, the members of each committee of the Board of Directors may appoint any person to act as secretary of any meeting of such committee and the Secretary or any Assistant Secretary of the Corporation may, but need not if such committee so elects, serve in such capacity.

Section 3.6. Chairperson of the Board of Directors. The Chairperson of the Board of Directors shall preside at all meetings of the Board of Directors. The Chairperson of the Board of Directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by these Amended and Restated Bylaws or by the Board of Directors.

Section 3.7. Resignations and Removals of Directors. Any director of the Corporation may resign from the Board of Directors or any committee thereof at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board of Directors, the Chief

Executive Officer or the Secretary of the Corporation and, in the case of a committee, to the chairperson of such committee, if there be one. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Any director or the entire Board of Directors may be removed from office, but only for cause, and only by the affirmative vote of a majority of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors at a special meeting of stockholders called in accordance with these Amended and Restated Bylaws and the Certificate of Incorporation expressly for that purpose. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors.

Section 3.8. Quorum. Except as otherwise required by law, the Certificate of Incorporation or the rules and regulations of any securities exchange on which the Corporation's securities are listed by the Corporation, at all meetings of the Board of Directors or any committee thereof, a majority of the entire Board of Directors or a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the act of a majority of the directors or committee members present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as applicable. If a quorum shall not be present at any meeting of the Board of Directors or any committee thereof, the directors present thereat may adjourn or postpone the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned or postponed meeting, until a quorum shall be present.

Section 3.9. Actions of the Board of Directors by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Amended and Restated Bylaws, any action

required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board of Directors or such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10. Meetings by Means of Conference Telephone or Other Electronic Communications. Unless otherwise provided in the Certificate of Incorporation or these Amended and Restated Bylaws, members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 3.10 shall constitute presence in person at such meeting.

Section 3.11. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and the rules and regulations of any securities exchange on which the securities of the Corporation are listed by the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. Subject to the rules and regulations of any securities exchange on which the securities of the Corporation are listed by the Corporation, in the absence or disqualification of a member of a committee, and in the absence of a designation

by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another qualified member of the Board of Directors to act at the meeting in the place of any absent or disqualified member for any committee of the Board of Directors other than the Independent Capital Committee (as described below). Any committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 3.12. Compensation. Unless otherwise restricted by the Certificate of Incorporation, directors may receive such compensation, if any, for their services on the Board of Directors and its committees, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors.

Section 3.13. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction

are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

Section 4.1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall include a Chief Executive Officer and a Secretary. The Board of Directors, in its discretion, also may choose a President, who may but need not be a different person than the Chief Executive Officer, a Chief Financial Officer, a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and select and appoint such other officers it deems necessary. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Amended and Restated Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor need such officers be directors of the Corporation.

Section 4.2. Election. The Board of Directors, at its first meeting held after each Annual Meeting (or action by consent of stockholders in lieu of the Annual Meeting, if allowed by the Certificate of Incorporation and these Amended and Restated Bylaws), shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 4.3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer or any Vice President or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation or other entity in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4.4. Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The

Chief Executive Officer shall be authorized to execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, if any, except that the other officers of the Corporation may sign and execute such documents when so authorized by these Amended and Restated Bylaws, the Board of Directors or the Chief Executive Officer. In the absence or disability of the Chairperson of the Board of Directors, the Chief Executive Officer shall preside at all meetings of the stockholders and, provided the Chief Executive Officer is also a director, the Board of Directors. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Amended and Restated Bylaws or by the Board of Directors. If the Board of Directors shall not otherwise designate a President, the Chief Executive Officer shall be the President of the Corporation. If a Person other than the Chief Executive Officer is designated as President, the President shall perform such duties as may from time to time be assigned to such officer by the Board of Directors or the Chief Executive Officer.

Section 4.5. Vice Presidents. At the request of the Chief Executive Officer or in the Chief Executive Officer's absence or in the event of the Chief Executive Officer's inability or refusal to act, the Vice President, or the Vice Presidents if there are more than one (in the order designated by the Board of Directors), shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. Each Vice President shall perform such other duties and have such other powers as the Board of Directors or Chief Executive Officer from time to time may prescribe. If there be no Chairperson of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the Chief Executive Officer or in the event of the inability or refusal of the Chief Executive Officer to act,

shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

Section 4.6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairperson of the Board of Directors or the Chief Executive Officer, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary then either the Board of Directors or the Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 4.7. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name

and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation.

Section 4.8. Assistant Secretaries. Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, any Vice President or the Secretary, and in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 4.9. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, any Vice President or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 4.10. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 5.1. Shares of Stock The shares of the Corporation may be (i) represented by certificates (ii) uncertificated shares provided that the Board of Directors has provided by resolution that some or all of any or all classes or series of stock shall be uncertificated shares or (iii) a combination of both. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation.

Section 5.2. Signatures. To the extent any shares are represented by certificates, every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by any two authorized officers of the Corporation, including, without limitation, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, the Controller, the Secretary, or an Assistant Treasurer or Assistant Secretary, certifying the number of shares owned by such holder in the Corporation. To the extent any shares are represented by certificates, any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.3. Lost Certificates. The Board of Directors may direct a new certificate or uncertificated shares be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or uncertificated shares, the Board of Directors may, in its discretion

and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate or uncertificated shares.

Section 5.4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law, the Certificate of Incorporation and these Amended and Restated Bylaws. Transfers of stock shall be made on the books of the Corporation, and in the case of certificated shares of stock, only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; or, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney lawfully constituted in writing, and upon payment of all necessary transfer taxes and compliance with appropriate procedures for transferring shares in uncertificated form; provided, however, that such surrender and endorsement (to the extent any shares are represented by certificates), compliance or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. With respect to certificated shares of stock, every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 5.5. Dividend Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.6. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 5.7. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

ARTICLE VI

NOTICES

Section 6.1. Notices. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Amended and Restated Bylaws may be given in writing directed to the stockholder's mailing address (or by electronic

transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation. Notice shall be given (i) if mailed, when deposited in the United States mail, postage prepaid, (ii) if delivered by courier service, the earlier of when the notice is received or left at the stockholder's address, or (iii) if given by electronic mail, when directed to such stockholder's electronic mail address (unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the DGCL to be given by electronic transmission). A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation. A notice by electronic mail will include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files or information. Any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Amended and Restated Bylaws provided by means of electronic transmission (other than any such notice given by electronic mail) may only be given in a form consented to by such stockholder, and any such notice by such means of electronic transmission shall be deemed to be given as provided by the DGCL The terms "electronic mail," "electronic mail address," "electronic signature" and "electronic transmission" as used herein shall have the meanings ascribed thereto in the DGCL.

Notice to any director may be in writing and delivered personally or mailed to such director at such director's address appearing on the books of the Corporation, or may be given by telephone or by any means of electronic transmission (including, without limitation, electronic mail) directed to an address for receipt by such director of electronic transmissions appearing on the books of the Corporation.

Section 6.2. Waivers of Notice. Whenever any notice is required by applicable law, the Certificate of Incorporation or these Amended and Restated Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver by electronic transmission by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Annual or Special Meeting or any regular or special meeting of the Board or members of a committee of directors need be specified in any waiver of notice unless so required by law, the Certificate of Incorporation or these Amended and Restated Bylaws.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Dividends. Dividends upon the shares of stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 3.9 hereof), and may be paid in cash, in property, or in shares of the Corporation's stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of

stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 7.2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.3. Fiscal Year. The fiscal year of the Corporation shall be January 1 to December 31 or as otherwise fixed by resolution of the Board of Directors.

Section 7.4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

AMENDMENTS

Section 8.1. Amendments. These Amended and Restated Bylaws may be altered, amended or repealed, in whole or in part, or new Amended and Restated Bylaws may be adopted by the stockholders or by the Board of Directors. All such amendments by the stockholders must be approved by the affirmative vote of the holders of not less than two-thirds of the voting power of the outstanding shares of stock of the Corporation entitled to vote thereon. All such amendments by the Board of Directors must be approved by a majority of the entire Board of Directors then in office.

Section 8.2. Entire Board of Directors. As used in this Article VIII and in these Amended and Restated Bylaws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

* * *

Adopted as of: May 23, 2024

Exhibit 10.1

INVESTOR MATTERS AGREEMENT

THIS INVESTOR MATTERS AGREEMENT (this "Agreement") dated as of May 23, 2024, is by and between Bowhead Specialty Holdings Inc., a Delaware corporation (the "Company"), and American Family Mutual Insurance Company, S.I., a Wisconsin corporation (the "Investor") (the Company and the Investor, each a "Party" and together, the "Parties"). Capitalized terms used herein shall have the meanings set forth in Section 5 of this Agreement.

WHEREAS, on May 13, 2024, the Company launched an initial public offering of its shares of common stock ("Company Common Stock") pursuant to a registered underwritten public offering (the "Company IPO");

WHEREAS, as of the consummation of the Company IPO, the Investor will own (a) 26.1% of the outstanding Class A Interests (as defined in the Amended & Restated LPA) of BIHL, which entitles the Investor, upon completion of the Reorganization Transaction, to a number of shares of Company Common Stock and (ii) a warrant to purchase 1,614,250 shares of Company Common Stock (or up to 1,670,721 shares of Company Common Stock if the underwriters' over-allotment option in connection with the Company IPO is exercised in full) (the "Warrant"); and

WHEREAS, the Company and the Investor wish to specify in this Agreement the terms of their agreement as to certain matters relating to the Company and the Investor's ownership of (a) prior to the completion of the Reorganization Transaction, Class A Interests of BIHL and (b) following the completion of the Reorganization Transaction, shares of Company Common Stock (including any shares of Company Common Stock received upon the exercise of the Warrant).

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Maintenance of Ownership. During the period beginning on the date of this Agreement and ending on the third (3rd) anniversary thereof (the "Maintenance Period"), the Investor (i) shall maintain (A) at all times prior to the completion of the Reorganization Transaction, ownership of Class A Interests of BIHL that would entitle the Investor upon completion of the Reorganization Transaction to a number of shares of Company Common Stock equal to at least ten percent (10%) of the issued and outstanding shares of Company Common Stock (which shares owned by the Investor shall include shares subject to the Warrant, to the extent vested (assuming there is no cashless exercise)) and (B) at all times following the completion of the Reorganization Transaction, ownership of shares of Company Common Stock equal to at least ten percent (10%) of the issued and outstanding shares of Company Common Stock (which shares owned by the Investor shall include shares subject to the Warrant, to the extent vested (assuming there is no cashless exercise)) (each of the amounts set forth in clause (A) and (B), the "Minimum Ownership Amount"), (ii) shall report the Company and each of the Company's wholly owned subsidiaries as an Affiliate for all insurance statutory accounting and regulatory purposes, (iii) for purposes of the Reinsurance Agreement, shall treat BIC as an Affiliate, and (iv) shall not make any filing with, or make any communication (written or oral) to, any Governmental Authority, or take any other action, that would reasonably be likely to result in the Investor no longer being deemed an Affiliate of the Company; provided, however, that in no event shall the Investor be required to acquire additional Class A Interests or shares of Company Common Stock in the event additional interests in BIHL are issued or the Company issues additional shares. Subject to the foregoing proviso, during the Maintenance Period, the Investor agrees that BIC shall be entitled to treat the Investor as an Affiliate for all insurance statutory accounting and regulatory purposes. For purposes of this Section 1, "Affiliate" of the Company or of BIC shall have the meaning ascribed to it under SSAP No. 88, Investments in Subsidiary, Controlled, and Affiliated Entities.

2. Board Representatives.

(a) During the period beginning on the date of this Agreement and ending on the later of (i) the end of the Maintenance Period and (ii) the expiration of the current terms of the MGA Agreements and the Reinsurance Agreement (as set forth therein, including as a result of the termination of such agreements) (the later of (i) and (ii),

the "Representation Expiration Date"), at every applicable annual meeting of the stockholders of the Company in which directors are generally elected (or special meeting in lieu of an annual meeting at which directors are to be elected and adjusted as appropriate to take into account the Company's classified Board structure), the Investor shall have the right to recommend to the Company (A) one (1) individual to serve as a Class I director and (B) one (1) individual to serve as a Class II director (such individuals, the "Board Nominees" and each a "Board Nominee") on the Board of Directors of the Company (the "Board"); provided, however, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Company. Each of Troy Van Beek and David Holman shall be a Board Nominee for purposes of this Agreement, including Section 2(h), such persons having been deemed to be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Company.

(b) If the Investor is no longer entitled to two (2) Board Nominees in accordance with the foregoing Section 2(a), then so long as the Investor continues to own the Minimum Ownership Amount, at every applicable annual meeting of the stockholders of the Company in which directors are generally elected (or special meeting in lieu of an annual meeting at which directors are to be elected and adjusted as appropriate to take into account the Company's classified Board structure), the Investor shall have the right to recommend to the Company one individual to serve as a Class I director of the Company as a Board Nominee; provided, however, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Company.

(c) If any Board Nominee is deemed not reasonably satisfactory in accordance with the foregoing paragraphs, the Investor will be given a reasonable opportunity to select another individual to serve as Board Nominee. If any Board Nominee is not elected by the stockholders at any annual meeting held during the period in which the Investor is entitled to Board Nominees pursuant to the foregoing Section 2(a) or 2(b), then as soon as practicable after the annual meeting, the applicable Board Nominee (or such other person acceptable to the Investor and the Board) shall be appointed as a director by the Board promptly following such annual meeting to the same class as the applicable Board Nominee were originally nominated for. In addition, if a vacancy is created on the Board as a result of the death, disability, retirement, resignation (other than a resignation required by Section 2(h)) or removal of a Board Nominee, then the Investor shall have the right to recommend such person's replacement to be appointed to the same class as the applicable Board Nominee prior to the next annual meeting of stockholders, which recommendation shall be considered in good faith by the Board. For the avoidance of doubt, each reference in this Section 2(d) to "annual meeting" shall also be deemed a reference to a special meeting held in lieu of an annual meeting during the period in which the Investor is entitled to Board Nominees pursuant to this Agreement.

(d) For so long as the Investor has the right to nominate any nominee(s) for election as a Class I or Class II director pursuant to this Section 2 (subject to the provisos in Section 2(a) and 2(b) above), the Company shall nominate such nominee(s) for election as a director as part of the applicable slate that is included in the proxy statement (or consent solicitation or similar document) of the Company (or such other person) relating to the election of directors, and shall provide the highest level of support for the election of such nominee(s), as the case may be, as it provides to any other individual standing for election as a director of the Company (or such other person) as part of the Company's (or such other person's) slate of directors.

(e) For so long as there is a Board Nominee, except as may be prohibited by applicable law or regulation, there shall be a Board Nominee on each committee (other than the audit committee) of the Board.

(f) Each Board Nominee will be governed by, and entitled to, the same obligations and protections as all other directors of the Company, including, without limitation, indemnification and exculpation, obligations regarding confidentiality, conflicts of interests, fiduciary duties, trading and disclosure policies, director evaluation process, director code of ethics, director share ownership guidelines, stock trading and pre-approval policies, and other customary governance matters and protections regarding customary liability insurance for directors and officers. The Company shall use best efforts to ensure that each Board Nominee is covered by liability insurance for directors with coverage that is at least as favorable, in the aggregate, to such directors as the coverage provided for by insurance policies acquired by the Company for the benefit of directors of the Company as in effect as of the date of this Agreement.

(g) Notwithstanding anything to the contrary herein, the Investor's right to recommend the Board Nominee(s) pursuant to Section 2(a) and 2(b) and all related rights of the Investor and obligations of the Company set forth in this Section 2 shall terminate immediately upon the termination of the Reinsurance Agreement and the MGA Agreements (notwithstanding any continuing provisions in Section 4.05 of the Reinsurance Agreement or Section 14.9 of the MGA Agreements) at any time prior to the five (5) year anniversary of the consummation of the Company IPO.

(h) In the event (i) the Representation Expiration Date shall occur, (ii) the Investor fails to maintain the Minimum Ownership Amount or (iii) this Agreement terminates pursuant to Section 2(g), then each Board Nominee shall promptly offer to resign from the Board and, if requested by the Company, promptly deliver his or her written resignation to the Board (which shall provide for his or her immediate resignation), it being understood that it shall be in the Board's sole discretion whether to accept or reject such resignation; provided, however, if two Board Nominees are on the Board and the Investor continues to have the right to one Board Nominee pursuant to Section 2(b), then only the current Class II Board Nominee shall promptly offer to resign from the Board and, if requested by the Company, promptly deliver his or her written resignation to the Board (which shall provide for his or her immediate resignation), it being understood that it shall be in the Board's sole discretion whether to accept or reject such resignation. The Investor agrees to cause the Board Nominees to resign from the Board if the Board Nominees fail to resign if and when contemplated by this Section 2(h).

(i) On and as of the date on which the Investor owns less than the Minimum Ownership Amount for any reason other than solely dilution resulting from the issuance of additional Common Stock by the Company where the Investor has not sold more than 35% of the shares of Common Stock held by the Investor following the date of this Agreement (or, if earlier terminated pursuant to Section 2(g), on and as of such termination date), all of the nomination rights of the Investor set forth in this Section 2 shall terminate in full and be of no further force or effect, regardless of any increase in the amount of Common Stock that the Investor owns after such date.

3. MGA Agreements. The Parties hereby agree to take such actions as may be reasonably required to enter into amended and restated MGA Agreements consistent in all material respects with the terms of the managing general agency agreements approved by the Wisconsin Office of the Insurance Commissioner in its letter dated April 22, 2024 as soon as reasonably practicable following the consummation of the Company IPO, including, without limitation, the obtaining of any required insurance regulatory approvals for such amended and restated MGA Agreements.

4. Change of Control Agreement. In the event the Company enters into an agreement within 12 months of the Company IPO that would ultimately result in a Change of Control (a) the result of which is the Company's common stock would no longer qualify for listing on the NYSE (such agreement, a "Change of Control Agreement") and (b) involves an acquiring party identified in writing to the Company by Gallatin Point and the Investor as mutually agreed by Gallatin Point and the Investor, then the Investor would have the right to (i) renegotiate the terms of the Reinsurance Agreement and the MGA Agreements in connection with such Change of Control or (ii) terminate the Reinsurance Agreement and the MGA Agreements in connection with such Change of Control; provided, however, that in each such case such negotiated terms or termination shall only become effective upon the consummation of such Change of Control and if the such Change of Control Agreement is terminated, such renegotiated terms or termination right shall be null and void.

5. For purposes of this Agreement:

(i) "Amended & Restated LPA" means that certain Amended and Restated Limited Partnership Agreement of BIHL, dated as of October 14, 2020, by and among the partners thereto, as amended from time to time.

(ii) "BIC" means Bowhead Insurance Company Inc.

(iii) "BIHL" means Bowhead Insurance Holdings LP, a Delaware limited partnership.

(iv) "Business Day" means any day other than Saturday, Sunday and any day on which banking institutions in the State of New York are authorized or required by law to be closed.

(v) "Change of Control" means (A) the sale, transfer, or other disposition of all or substantially all of the Company's assets, (B) any merger, consolidation or other business combination transaction of the Company with or into another corporation, entity or person, other than a transaction in which the holders of at least a majority of the shares of voting capital stock of the Company outstanding immediately prior to such transaction continue to hold (either by such shares remaining outstanding or by their being converted into shares of voting capital stock of the surviving entity) a majority of the total voting power represented by the shares of voting capital stock of the Company (or the surviving entity) outstanding immediately after such transaction, or (C) the direct or indirect acquisition (including by way of a tender or exchange offer) by any person or persons acting as a group (other than by Gallatin Point or its affiliates (including any fund controlled by Gallatin Point or its affiliates)) of beneficial ownership or a right to acquire beneficial ownership of shares representing a majority of the voting power of the then outstanding shares of capital stock of the Company. A Change of Control shall not include (x) the Reorganization Transaction or (y) a transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction or solely as a result of any person or group of persons ceasing to own a majority of the voting power of the then outstanding shares of capital stock of the Company.

(vi) "Class I director" has the meaning set forth in the Company's amended and restated certificate of incorporation.

(vii) "Class II director" has the meaning set forth in the Company's amended and restated certificate of incorporation.

(viii) "Gallatin Point" means GPC Partners Investments (SPV III) LP.

(ix) "Governmental Authority" means any foreign or United States federal, state, provincial or local governmental, quasi-governmental, legislative, regulatory or administrative authority, agency, body, commission or other similar entity or any court, tribunal, or judicial or arbitral body.

(x) "MGA Agreements" means collectively, (A) the Managing General Agency Agreement, dated as of February 1, 2021, by and between Homesite Insurance Company and Bowhead Specialty Underwriters, Inc. (the "Agent"), as amended from time to time; (B) the Amended and Restated Managing General Agency Agreement, dated April 1, 2022, by and between Homesite Insurance Company of Florida and the Agent, as amended from time to time, (C) the Managing General Agency Agreement, dated February 1, 2021, by and between Midvale Indemnity Company and the Agent, as amended from time to time; and (D) the Managing General Agency Agreement to be entered into in the second calendar quarter of 2024 by and between American Family Connect Reinsurance Company and the Agent, as amended from time to time.

(xi) "Reinsurance Agreement" means the 100% Quota Share Reinsurance Agreement, dated as of January 1, 2021, by and between the Investor and BIC, as amended from time to time, including in connection with the Company IPO.

(xii) "Reorganization Transaction" means the termination, liquidation and dissolution of BIHL, pursuant to which each of the holders of the Class A Interests and Class P Interests (each as defined in the Amended & Restated LPA) will receive a number of shares of Company Common Stock in accordance with the distribution provisions of the Amended & Restated LPA.

6. Reorganization Transaction. The Company hereby agrees to take such actions with respect to itself and its subsidiaries as may be reasonably required to effect the Reorganization Transaction as soon as reasonably practicable following the consummation of the Company IPO, including, without limitation, the obtaining of any required insurance regulatory approvals for the Reorganization Transaction.

7. Non-Circumvention. Each of the Parties hereby covenants and agrees that the Company will not, by amendment of its certificate of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, and will at all times in good faith carry out all the provisions of this Agreement and, subject to the other provisions of this Agreement, take all action as may be reasonably required to protect the rights of the other Party hereto.

8. Entire Agreement; No Third-Party Beneficiaries. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the Parties hereto with respect to such subject matter hereof and thereof and (b) is not intended to and shall not confer upon any Person other than the Parties hereto (and any Person that delivers an executed joinder agreement in accordance with this Agreement) any rights or remedies hereunder.

9. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) three (3) Business Days after being mailed by certified or registered mail, return receipt requested and postage prepaid, (c) when received, if sent by overnight delivery service or international courier or (d) when sent, if sent by email, provided that it is followed immediately by confirmation via personal delivery, overnight delivery service or international courier. A Party may change its address, number or email address for the purposes hereof upon written notice to the other Parties. Such notices or other communications shall be sent to each Party as follows:

If to the Company, to:

Bowhead Specialty Holdings Inc.
1411 Broadway, Suite 3800
New York, NY 10018
Attention: H. Matthew Crusey, General Counsel
Email: mcrusey@bowheadspecialty.com
with a copy (which shall not constitute notice) to:
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Dwight S. Yoo
Jon A. Hlafter
Email: dwight.yoo@skadden.com
jon.hlafter@skadden.com

If to the Investor, to:

American Family Mutual Insurance Company, S.I.
6000 American Parkway
Madison, WI 53783
Attention: Jeff Preston
Thomas Hrdlick
Email: jpreston@amfam.com
thomas.hrdlick@amfam.com
with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP

787 Seventh Avenue
New York, NY 10019
Attention: Jeffrey S. Hochman
David Luce
Email: jhochman@willkie.com
dluce@willkie.com

10. Specific Enforcement. The Parties agree that irreparable damage would occur in the event that any of the terms or provisions of this Agreement related to the matters contemplated hereby were not performed in accordance with their specific wording or were otherwise breached. It is accordingly agreed that, notwithstanding anything to the contrary contained in this Agreement, each of the Parties hereto shall be entitled to an injunction or injunctions to prevent such breaches of this Agreement and to enforce specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which a Party may be entitled at law or in equity. Each Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

11. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the matters contemplated by this Agreement is not affected in any manner materially adverse to any Party. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the matters contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

12. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely in that state, regardless of the laws that might otherwise govern under any applicable conflict of laws principles.

(b) Each of the Parties hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery does not have jurisdiction over a particular matter, the Superior Court of the State of Delaware (and the Complex Commercial Litigation Division thereof if such division has jurisdiction over the particular matter), or if the Superior Court of the State of Delaware does not have jurisdiction, any federal court of the United States of America sitting in the State of Delaware) ("Delaware Courts"), and any appellate court from any decision thereof, in any action arising out of or relating to this Agreement, including the negotiation, interpretation, execution or performance of this Agreement and agrees that all claims in respect of any such action shall be heard and determined in the Delaware Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action arising out of or relating to this Agreement or the negotiation, interpretation, execution or performance of this Agreement in the Delaware Courts, including any objection based on its place of incorporation or domicile, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action in any such court and (d) agrees that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed to it at the applicable address set forth in Section 9 or in any other manner permitted by applicable law.

(c) EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL

BY JURY FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY MATTERS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (1) NEITHER THE OTHER PARTY NOR ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (2) EACH OF THE PARTIES UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (3) EACH OF THE PARTIES MAKES THIS WAIVER VOLUNTARILY AND (4) EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 12. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13. Waivers and Amendment. This Agreement may be changed, modified or amended, and the provisions and terms hereof may be waived, or the time for its performance extended, only by instrument in writing signed by each of the Parties hereto, or, in the case of a waiver, by the Party waiving compliance with such provision or term. Any change or modification to this Agreement shall be null and void, unless made by written amendment to this Agreement and signed by each of the Parties hereto. Any waiver of any provision or term of this Agreement, or any extension in time for performance of such provision or term, shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized director or officer of such Party. No delay on the part of any Party 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 other such right, power or privilege. No waiver of any breach of this Agreement shall be held to constitute a waiver of any preceding or subsequent breach.

14. Counterparts. This Agreement may be executed in counterparts and such counterparts may be delivered in electronic format (including by e-signature or delivery of.pdf signature pages email) all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that the Parties need not sign the same counterpart. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart and copies produced therefrom shall have the same effect as an original.

15. Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of, and be enforceable by and against, the Parties to this Agreement and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party without the prior written consent of the other Party, and any attempted assignment without the prior written consent of the other Party shall be void and have no effect.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BOWHEAD SPECIALTY HOLDINGS INC.

by /s/ Stephen Sills
Name: Stephen Sills
Title: Chief Executive Officer, President and Director

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

by /s/ Troy Van Beek

Name: Troy Van Beek

Title: Enterprise Chief Financial Officer and Treasurer

Exhibit 10.2

BOARD NOMINEE AGREEMENT

This **BOARD NOMINEE AGREEMENT** (this "**Agreement**"), dated as of May 23, 2024, is entered into by and between Bowhead Specialty Holdings Inc., a Delaware corporation (the "**Company**"), and GPC Partners Investments (SPV III) LP, a Delaware limited partnership ("**GP**") (the Company and GP, each a "Party" and together, the "Parties"). Capitalized terms used herein shall have the meanings set forth in Section 2 of this Agreement.

RECITALS

WHEREAS, on May 13, 2024, the Company launched an initial public offering of its shares of common stock ("**Company Common Stock**") pursuant to a registered underwritten public offering (the "**Company IPO**");

WHEREAS, as of the consummation of the Company IPO, GP will own 60.8% of the outstanding Class A Interests of BIHL, which entitles GP, upon completion of the Reorganization Transaction, to a number of shares of Company Common Stock; and

WHEREAS, in connection with the launch of the Company IPO, the Company has agreed to grant GP certain nomination rights on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Board Representatives.

(a) During the period beginning on the date of this Agreement and ending on the date on which GP no longer owns (i) prior to the completion of the Reorganization Transaction, Class A Interests of BIHL that would entitle GP upon completion of the Reorganization Transaction to a number of shares of Company Common Stock equal to at least thirty-five percent (35%) of the issued and outstanding shares of Company Common Stock or (ii) following the completion of the Reorganization Transaction, shares of the Company Common Stock equal to at least thirty-five percent (35%) of the issued and outstanding shares of Company Common Stock (each of (i) and (ii), the "**Initial Ownership Threshold**"), at every applicable annual meeting of the stockholders of the Company in which directors are generally elected (or special meeting in lieu of an annual meeting at which directors are to be elected and adjusted as appropriate to take into account the Company's classified board structure), GP shall have the right to recommend to the Company (A) one (1) individual to serve as a Class I director, (B) one (1) individual to serve as a Class II director and (C) one (1) individual to serve as a Class III director (such individuals, the "**Board Nominees**" and each a "**Board Nominee**") on the Board of Directors of the Company (the "**Board**"); *provided, however*, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Company. Each of Matt Botein, Zhak Cohen and Jack Stein shall be a Board Nominee for purposes of this Agreement, including Section 1(h), such persons having been deemed to be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Company.

(b) If GP is no longer entitled to Board Nominees in accordance with the foregoing Section 1(a) but owns (i) prior to the completion of the Reorganization Transaction, Class A Interests of BIHL that would entitle GP upon completion of the Reorganization Transaction to a number of shares of Company Common Stock equal to at least twenty percent (20%) of the issued and outstanding shares of Company Common Stock or (ii) following the completion of the Reorganization Transaction, shares of Company Common Stock equal to at least twenty percent (20%) of the issued and outstanding shares of Company Common Stock (each of (i) and (ii), the "**Second Ownership Threshold**"), at every applicable annual meeting of the stockholders of the Company in which directors are generally elected (or special meeting in lieu of an annual meeting at which directors are to be elected and adjusted as appropriate to take into account the Company's classified Board structure), GP shall have the right to recommend to the Company (A) one (1) individual to serve as a Class I director and (B) one (1) individual to serve as a Class II director of the Company as Board Nominees; *provided*, *however*, that any such director nominee

shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Company.

(c) If GP is no longer entitled to Board Nominees in accordance with the foregoing Section 1(b) but owns (i) prior to the completion of the Reorganization Transaction, Class A Interests of BIHL that would entitle GP upon completion of the Reorganization Transaction to a number of shares of Company Common Stock equal to at least ten percent (10%) of the issued and outstanding shares of Company Common Stock or (ii) following the completion of the Reorganization Transaction, shares of Company Common Stock equal to at least ten percent (10%) of the issued and outstanding shares of Company Common Stock (each of (i) and (ii), the "**Third Ownership Threshold**"), at every applicable annual meeting of the stockholders of the Company in which directors are generally elected (or special meeting in lieu of an annual meeting at which directors are to be elected and adjusted as appropriate to take into account the Company's classified Board structure), GP shall have the right to recommend to the Company one (1) individual to serve as a Class I director of the Company as a Board Nominee; *provided, however*, that any such director nominee shall be reasonably satisfactory to the applicable committee of the Board with authority over nominations of individuals to serve as directors of the Company.

(d) If any Board Nominee is deemed not reasonably satisfactory in accordance with the foregoing paragraphs, GP will be given a reasonable opportunity to select another individual to serve as Board Nominee. If any Board Nominee is not elected by the stockholders at any annual meeting held during the period in which GP is entitled to Board Nominees pursuant to the foregoing Section 1(a), Section 1(b) or Section 1(c), then as soon as practicable after the annual meeting, the applicable Board Nominee or Board Nominees (or such other person acceptable to the Investor and the Board) shall be appointed as a director by the Board promptly following such annual meeting to the same class as the applicable Board Nominee or Board Nominees were originally nominated for. In addition, if a vacancy is created on the Board as a result of the death, disability, retirement, resignation (other than a resignation required by Section 1(h)) or removal of a Board Nominee, then GP shall have the right to recommend such person's replacement to be appointed to the same class as the applicable Board Nominee prior to the next annual meeting of stockholders, which recommendation shall be considered in good faith by the Board. For the avoidance of doubt, each reference in this Section 1(d) to "annual meeting" shall also be deemed a reference to a special meeting held in lieu of an annual meeting during the period in which GP is entitled to Board Nominees pursuant to this Agreement.

(e) For so long as GP has the right to nominate any nominee(s) for election pursuant to this Section 1 (subject to the provisos in Section 1(a), Section 1(b) and Section 1(c) above), the Company shall nominate such nominee(s) for election as a director as part of the slate that is included in the proxy statement (or consent solicitation or similar document) of the Company (or such other person) relating to the election of directors, and shall provide the highest level of support for the election of such nominee(s), as the case may be, as it provides to any other individual standing for election as a director of the Company (or such other person) as part of the Company's (or such other person's) slate of directors.

(f) For so long as there is a Board Nominee, except as may be prohibited by applicable law or regulation, there shall be a Board Nominee on each committee (other than the audit committee) of the Board.

(g) Each Board Nominee will be governed by, and entitled to, the same obligations and protections as all other directors of the Company, including, without limitation, indemnification and exculpation, obligations regarding confidentiality, conflicts of interests, fiduciary duties, trading and disclosure policies, director evaluation process, director code of ethics, director share ownership guidelines, stock trading and pre-approval policies, and other customary governance matters and protections regarding customary liability insurance for directors and officers. The Company shall use best efforts to ensure that each Board Nominee is covered by liability insurance for directors with coverage that is at least as favorable, in the aggregate, to such directors as the coverage provided for by insurance policies acquired by the Company for the benefit of directors of the Company as in effect as of the date of this Agreement.

(h) In the event GP fails to maintain the Initial Ownership Threshold, the Second Ownership Threshold or the Third Ownership Threshold, the Board Nominee or Board Nominees, as applicable, shall promptly offer to resign from the Board and, if requested by the Company, promptly deliver his or her written resignation to the Board (which shall provide for his or her immediate resignation), it being understood that it shall be in the

Board's sole discretion whether to accept or reject such resignation. For the avoidance of doubt, (i) in the event GP owns less than the Initial Ownership Threshold but more than or equal to the Second Ownership Threshold, only the current Class III Board Nominee shall be required to resign and (ii) in the event GP owns less than the Second Ownership Threshold but more than or equal to the Third Ownership Threshold, only the current Class II Board Nominee shall be required to resign. GP agrees to cause the Board Nominees to resign from the Board if the Board Nominees fail to resign if and when contemplated by this Section 1(h).

(i) On and as of the date on which GP owns less than the Third Ownership Threshold, all of the nomination rights of GP set forth in this Section 1 shall terminate in full and be of no further force or effect, regardless of any increase in the amount of Common Stock that GP owns after such date.

2. Defined Terms. For purposes of this Agreement:

(a) "**Amended & Restated LPA**" means that certain Amended and Restated Limited Partnership Agreement of BIHL, dated as of October 14, 2020, by and among the partners thereto, as amended from time to time.

(b) "**BIHL**" means Bowhead Insurance Holdings LP, a Delaware limited partnership.

(c) "**Business Day**" means any day other than Saturday, Sunday and any day on which banking institutions in the State of New York are authorized or required by law to be closed.

(d) "**Class I director**" has the meaning set forth in the Company's amended and restated certificate of incorporation.

(e) "**Class II director**" has the meaning set forth in the Company's amended and restated certificate of incorporation.

(f) "**Class III director**" has the meaning set forth in the Company's amended and restated certificate of incorporation.

(g) "**Reorganization Transaction**" means the termination, liquidation and dissolution of BIHL, pursuant to which each of the holders of the Class A Interests and Class P Interests (each as defined in the Amended & Restated LPA) will receive a number of shares of Company Common Stock in accordance with the distribution provisions of the Amended & Restated LPA.

3. Termination. This Agreement is effective as of the date hereof and shall remain in full force and effect until the date on which GP no longer holds a right to nominate an individual to the Board pursuant to Section 1(c). The provisions of this Section 3 and Sections 5 through 12 shall survive the termination of this Agreement. No termination of this Agreement shall relieve any Party hereto from liability for any breach of this Agreement prior to such termination.

4. Non-Circumvention. Each of the Parties hereby covenants and agrees that the Company will not, by amendment of its certificate of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, and will at all times in good faith carry out all the provisions of this Agreement and, subject to the other provisions of this Agreement, take all action as may be reasonably required to protect the rights of the other Party hereto.

5. Entire Agreement; No Third-Party Beneficiaries. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the Parties hereto with respect to such subject matter hereof and thereof and (b) is not intended to and shall not confer upon any Person other than the Parties hereto (and any Person that delivers an executed joinder agreement in accordance with this Agreement) any rights or remedies hereunder.

6. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) three (3) Business Days after being mailed by certified or registered mail, return receipt requested and postage prepaid, (c) when received, if sent by overnight delivery service or international courier or (d) when sent, if sent by email; *provided* that it is followed immediately by confirmation via personal delivery, overnight delivery service or international courier. A Party may change its address or email address for the purposes hereof upon written notice to the other Party hereto. Such notices or other communications shall be sent to each Party as follows:

If to the Company, to:

Bowhead Specialty Holdings Inc.
1411 Broadway, Suite 3800
New York, NY 10018
Attention: H. Matthew Crusey, General Counsel
Email: mcrusey@bowheadspecialty.com
with a copy (which shall not constitute notice) to:
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Dwight S. Yoo
Jon A. Hlafter
Email: dwight.yoo@skadden.com
jon.hlafter@skadden.com

If to GP, to:
Gallatin Point Capital LLC
660 Steamboat Road, First Floor
Greenwich, CT 06830
Attention: Kathleen Servidea
Email: kservidea@gallatinpoint.com
with a copy (which shall not constitute notice) to:
Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Laura Hodges Taylor
Email: LHodgesTaylor@goodwinlaw.com

7. Specific Enforcement. The Parties agree that irreparable damage would occur in the event that any of the terms or provisions of this Agreement related to the matters contemplated hereby were not performed in accordance with their specific wording or were otherwise breached. It is accordingly agreed that, notwithstanding anything to the contrary contained in this Agreement, each of the Parties hereto shall be entitled to an injunction or injunctions to prevent such breaches of this Agreement and to enforce specifically the terms and provisions hereof, such remedy being in addition to any other remedy to which a Party may be entitled at law or in equity. Each Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

8. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the matters contemplated by this Agreement is not affected in any manner materially adverse to any Party. If any provision of

this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the matters contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

9. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely in that state, regardless of the laws that might otherwise govern under any applicable conflict of laws principles.

(b) Each of the Parties hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery does not have jurisdiction over a particular matter, the Superior Court of the State of Delaware (and the Complex Commercial Litigation Division thereof if such division has jurisdiction over the particular matter), or if the Superior Court of the State of Delaware does not have jurisdiction, any federal court of the United States of America sitting in the State of Delaware) ("**Delaware Courts**"), and any appellate court from any decision thereof, in any action arising out of or relating to this Agreement, including the negotiation, interpretation, execution or performance of this Agreement and agrees that all claims in respect of any such action shall be heard and determined in the Delaware Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action arising out of or relating to this Agreement or the negotiation, interpretation, execution or performance of this Agreement in the Delaware Courts, including any objection based on its place of incorporation or domicile, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action in any such court and (d) agrees that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed to it at the applicable address set forth in Section 6 or in any other manner permitted by applicable law.

(c) EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY MATTERS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (1) NEITHER THE OTHER PARTY NOR ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (2) EACH OF THE PARTIES UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (3) EACH OF THE PARTIES MAKES THIS WAIVER VOLUNTARILY AND (4) EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 9. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10. Waivers and Amendment. This Agreement may be changed, modified or amended, and the provisions and terms hereof may be waived, or the time for its performance extended, only by instrument in writing signed by each of the Parties hereto, or, in the case of a waiver, by the Party waiving compliance with such provision or term. Any change or modification to this Agreement shall be null and void, unless made by written amendment to this Agreement and signed by each of the Parties hereto. Any waiver of any provision or term of this Agreement, or any extension in time for performance of such provision or term, shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized director or officer of such Party. No delay on the part of any Party 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 other such right, power or privilege. No waiver of any breach of this Agreement shall be held to constitute a waiver of any preceding or subsequent breach.

11. Counterparts. This Agreement may be executed in counterparts and such counterparts may be delivered in electronic format (including by e-signature or delivery of.pdf signature pages email) all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that the Parties need not sign the same counterpart. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart and copies produced therefrom shall have the same effect as an original.

12. Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of, and be enforceable by and against, the Parties to this Agreement and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party without the prior written consent of the other Party, and any attempted assignment without the prior written consent of the other Party shall be void and have no effect.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BOWHEAD SPECIALTY HOLDINGS INC.

By: /s/ Stephen Sills
Name: Stephen Sills
Title: Chief Executive Officer, President and Director

GPC PARTNERS INVESTMENTS (SPV III) LP
By: GPC Partners GP LLC, its general partner
By: Gallatin Point Capital LLC, its managing member

By: /s/ Matthew B. Botein
Name: Matthew B. Botein
Title: Managing Partner

Exhibit 10.3

NEITHER THIS SECURITY NOR THE SECURITIES AS TO WHICH THIS SECURITY MAY BE EXERCISED HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

COMMON STOCK PURCHASE WARRANT

BOWHEAD SPECIALTY HOLDINGS INC.

Warrant Shares: 1,614,250, subject to adjustment pursuant to Sections 2(a) and 3 hereof

Date of Issuance: May 23, 2024 ("Issuance Date")

Warrant No. 1

This COMMON STOCK PURCHASE WARRANT (this "Warrant") certifies that, for value received, American Family Mutual Insurance Company, S.I., a Wisconsin corporation (the "Holder"), is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, to purchase from Bowhead Specialty Holdings Inc., a Delaware corporation (the "Company"), (i) up to 1,614,250 shares of Common Stock (as defined below) and (ii) if applicable, up to 56,471 additional shares of Common Stock to the extent the underwriters' overallotment option in the initial public offering of the Company (the "Over-allotment Option") is exercised (subject to any adjustments pursuant to Section 3 hereof, clauses (i) and (ii) collectively, the "Warrant Shares"), which represent the number of shares of Common Stock that would constitute five percent (5%) of all issued and outstanding shares of Common Stock on a Fully Diluted basis as of the Issuance Date or, if applicable, the date of the closing of the Over-allotment Option, assuming the Holder has exercised this Warrant in full on a cash basis. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price (as defined in Section 2(b) hereof). Subject to Section 5 hereof, this Warrant shall vest ratably over five (5) years such that it shall become exercisable with respect to an initial twenty percent (20%) of the Warrant Shares on the first anniversary of the Issuance Date and an additional twenty percent (20%) of the Warrant Shares on each of the second, third, fourth and fifth anniversaries of the Issuance Date. Subject to Section 5(b) hereof, the vested portion may be exercised at any time, in whole or in part, until 5:00 p.m. eastern time on the ten-year anniversary of the Issuance Date (the "Exercise Period").

1. **DEFINED TERMS**. For purposes of this Warrant, the following terms shall have the following meanings:

(a) "Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

(b) "Change of Control" means (a) the sale, transfer, or other disposition of all or substantially all of the Company's assets, (b) any merger, consolidation or other business combination transaction of the Company with or into another corporation, entity or person, other than a transaction in which the holders of at least a majority of the shares of voting capital stock of the Company outstanding immediately prior to such transaction continue to hold (either by such shares remaining outstanding or by their being converted into shares of voting capital stock of the surviving entity) a majority of the total voting power represented by the shares of voting capital stock of the Company (or the surviving entity) outstanding immediately after such transaction, or (c) the direct or indirect acquisition (including by way of a tender or exchange offer) by any person or persons acting as a group (other than by GPC Partners Investments (SPV III) LP or its affiliates (including any fund controlled by GPC Partners Investments (SPV III) LP or its affiliates)) of beneficial ownership or a right to acquire beneficial ownership of shares representing a majority of the voting power of the then outstanding shares of capital stock of the Company. A Change of Control shall not include (i) the Reorganization Transaction or (ii) a transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such

transaction or solely as a result of any person or group of persons ceasing to own a majority of the voting power of the then outstanding shares of capital stock of the Company.

(c) "Closing Sale Price" means, for any security as of any date, (i) the last closing trade price for such security on the Principal Market or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00 p.m., New York time, or (ii) if the foregoing does not apply, the last trade price of such security on the OTC for such security, or (iii) if no last trade price is reported for such security, the average of the bid and ask prices of any market makers for such security as reported by the OTC. All such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during the applicable calculation period.

(d) "Common Stock" means the Company's common stock, and any other class of securities into which such securities may hereafter be reclassified or changed.

(e) "Common Stock Equivalents" means any securities of the Company that would entitle the holder thereof to acquire at any time Common Stock, including without limitation any debt, preferred stock, rights, options, warrants or other instrument that is at any time directly or indirectly convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, with or without payment of additional consideration in cash or property, shares of Common Stock, either immediately or upon the onset of a specified date or the happening of a specified event; provided, however, in no event shall this Warrant or the Warrant Shares be considered Common Stock Equivalents.

(f) "Fair Market Value" means, as of any particular date (i) the Closing Sale Price per share of Common Stock for such date on the Principal Market on which the Common Stock is at the time listed, (ii) if there have been no sales of the Common Stock on such Principal Market on any such date, the average of the highest bid and lowest asked prices for the Common Stock on the Principal Market at the end of such date, (iii) if on any such day the Common Stock is not listed on a national securities exchange, the Closing Sale Price of the Common Stock as quoted on the OTC for such date, (iv) if there have been no sales of the Common Stock on the OTC on such date, the average of the highest bid and lowest asked prices for the Common Stock quoted on the OTC at the end of such date or (v) if at any time the Common Stock is not listed on any domestic securities exchange or quoted on the OTC, the fair market value per share as determined in good faith by the Company's Board of Directors.

(g) "Fully Diluted" means, with respect to the Common Stock, as of a particular time the total outstanding shares of Common Stock as of such time, determined by treating all outstanding Common Stock Equivalents (regardless of whether such Common Stock Equivalents are at such time exercisable, convertible or exchangeable) as having been exercised, converted or exchanged (including the exercise, conversion or exchange of Common Stock Equivalents underlying any such Common Stock Equivalents, giving effect to any applicable caps on conversion), including any shares of Common Stock or Common Stock Equivalents issued or sold or deemed to have been issued or sold as of such particular time to employees, officers or directors of the Company pursuant to any long-term incentive plan duly adopted by the Board of Directors of the Company but excluding any reserve of shares of Common Stock or Common Stock Equivalents held by the Company for future issuances pursuant to or in connection with any such long term incentive plan.

(h) "MGA Agreements" means collectively, (i) the Managing General Agency Agreement, dated as of February 1, 2021, by and between Homesite Insurance Company and Bowhead Specialty Underwriters, Inc. (the "Agent"), as amended from time to time; (ii) the Amended and Restated Managing General Agency Agreement, dated April 1, 2022, by and between Homesite Insurance Company of Florida and the Agent, as amended from time to time; (iii) the Managing General Agency Agreement, dated February 1, 2021, by and between Midvale Indemnity Company and the Agent, as amended from time to time; and (iv) the Managing General Agency Agreement to be entered into in the second calendar quarter of 2024 by and between American Family Connect Reinsurance Company and the Agent, as amended from time to time.

(i) "OTC" means the Financial Industry Regulatory Authority OTC Bulletin Board electronic interdealer quotation system, the OTC Markets Group Inc. electronic interdealer quotation system, including OTCQX, OTCQB and OTC Pink, or any similar quotation system or association.

(j) "Principal Market" means the primary national securities exchange on which the Common Stock is then traded.

(k) "Reinsurance Agreement" means the 100% Quota Share Reinsurance Agreement, dated as of January 1, 2021, by and between the Holder and Bowhead Insurance Company Inc., as amended from time to time.

(l) "Reorganization Transaction" means the termination, liquidation and dissolution of Bowhead Insurance Holdings LP ("BIHL"), pursuant to which each of the holders of the Class A Interests and Class P Interests of BIHL (each as defined in the Amended and Restated Limited Partnership Agreement of BIHL, dated as of October 14, 2020, by and among the partners thereto, as amended from time to time (the "BIHL LPA")) will receive a number of shares of Common Stock in accordance with the distribution provisions of the BIHL LPA.

(m) "Trading Day" means (i) any day on which the Common Stock is listed or quoted and traded on its Principal Market, (ii) if the Common Stock is not then listed or quoted and traded on any national securities exchange, then a day on which trading occurs on the OTC, or (iii) if trading does not occur on the OTC, any Business Day.

(n) "Transfer" means to, directly or indirectly, sell, hypothecate, pledge, offer to sell, contract to sell, sell or grant any option, right or warrant to purchase, purchase or acquire any option to sell, or otherwise dispose or transfer any security.

2. **EXERCISE OF WARRANT**.

(a) Number of Warrant Shares. On the date of any closing of the Over-allotment Option, the number of Warrant Shares available hereunder shall automatically be increased by a number of shares of Common Stock equal to five percent (5%) of the number of shares of Common Stock issued pursuant to the Over-allotment Option. The Company shall, at the request of a Holder and upon surrender of this Warrant at any time prior to the expiration of this Warrant, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the increased number of Warrant Shares called for by this Section 2(a), which new Warrant shall in all other respects be identical with this Warrant, including with respect to the Issuance Date. For the avoidance of doubt, any increase in Warrant Shares available hereunder pursuant to this Section 2(a) shall have no effect on the vesting schedule of this Warrant.

(b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be $17.00 per share, subject to adjustment pursuant to Section 3 hereof (the "Exercise Price"). Upon exercise, an amount equal to the Exercise Price multiplied by the number of Warrant Shares as to which all or a portion of this Warrant is being exercised (the "Aggregate Exercise Price") shall be payable to the Company by wire transfer of immediately available funds to an account designated in writing by the Company; *provided*, *however*, that the Holder may elect to receive, upon such exercise the "net number" of shares of Common Stock, whereby the Company will withhold a number of Warrant Shares (subject to Section 2(d)(v) hereof) then issuable upon exercise of this warrant with an aggregate Fair Market Value as of the date of the Exercise Notice (as defined in Section 2(b) hereof) equal to such Aggregate Exercise Price (a "Cashless Exercise").

(c) Exercise of Warrant. Subject to the terms and conditions hereof, including the vesting requirements, the purchase rights represented by this Warrant may be exercised in whole or in part at any time or times during the Exercise Period by delivery of a written notice, in the form attached hereto as Exhibit A (the "Exercise Notice"), of the Holder's election to exercise this Warrant. The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder until the Holder has purchased all of the Warrant Shares available hereunder and this Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the company for cancellation within three (3) Trading Days of the date on which the final

Exercise Notice is delivered to the Company; *provided*, *however*, that the Holder may surrender this Warrant and receive a new Warrant pursuant to Section 2(d)(ii) hereof. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. On or before the date that is the earlier of (i) two (2) Trading Days after the delivery to the Company of the Exercise Notice, and (ii) the number of trading days comprising the Standard Settlement Period after delivery to the Company of the Exercise Notice (such date, the "Warrant Share Delivery Date"), the Holder shall deliver to the Company the Aggregate Exercise Price in the form determined by the Company pursuant to Section 2(a) unless the purchase shall be consummated pursuant to a Cashless Exercise. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's Principal Market with respect to the Common Stock as in effect on the date of delivery of the Exercise Notice.

(d) Mechanics of Exercise.

(i) *Delivery of Warrant Shares Upon Exercise*. Subject to the Company's timely receipt of the Aggregate Exercise Price (as applicable), the Company shall cause the Warrant Shares purchased hereunder to be transmitted by the transfer agent to the Holder by book entry position, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such Exercise Notice by the Warrant Share Delivery Date. Upon delivery of the Exercise Notice and the Aggregate Purchase Price (as applicable), the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares; *provided*, that payment is received no later than the Warrant Share Delivery Date. In no event shall the Company be required to deliver any Warrant Shares prior to receipt of the Aggregate Exercise Price in respect of such Warrant Shares unless the purchase shall be consummated pursuant to a Cashless Exercise. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases.

(ii) *Delivery of New Warrant Upon Exercise*. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant at any time prior to the expiration of this Warrant, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii) *Rescission Rights*. If the Company fails to cause its transfer agent to transmit to the Holder the respective shares of Common Stock by the respective Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise in Holder's sole discretion.

(iv) *Conditional Exercise*. Notwithstanding the foregoing, if an exercise of all or any portion of this Warrant is to be made in connection with a Fundamental Transaction, such exercise may, at the election of the Holder, be conditioned upon the consummation of such Fundamental Transaction. If the exercise of this Warrant is conditioned upon the consummation of a Fundamental Transaction, the Warrant Share Delivery Date shall be the date of such consummation and such exercise shall be deemed to be effective immediately prior to such consummation.

(v) *No Fractional Shares*. No fractional shares shall be issued upon the exercise of this Warrant as a consequence of any adjustment pursuant hereto. All Warrant Shares (including fractions) issuable upon exercise of this Warrant may be aggregated for purposes of determining whether the exercise would result in the issuance of any fractional share. If, after aggregation, the exercise would result in the issuance of a fractional share, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round the number of shares issuable to the nearest whole share.

3. **ADJUSTMENTS**. The Exercise Price and the number of Warrant Shares shall be adjusted from time to time as follows:

(a) Subdivision or Combination of Common Stock. If the Company at any time on or after the Issuance Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Warrant Shares will be proportionately increased. If the Company at any time on or after the Issuance Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of Warrant Shares will be proportionately decreased. Any adjustment under this Section 3(a) shall become effective at the close of business on the date the subdivision or combination becomes effective. Each such adjustment of the Exercise Price shall be calculated to the nearest one-hundredth of a cent. Such adjustment shall be made successively whenever any event covered by this Section 3(a) shall occur.

(b) Fundamental Transactions. If, at any time while this Warrant is outstanding, (i) the Company effects any merger of the Company with or into another entity and the Company is not the surviving entity (such surviving entity, the "Successor Entity"), (ii) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Company or by another individual or entity, and approved by the Company) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares of Common Stock for other securities, cash or property and the holders of at least 50% of the Common Stock accept such offer, or (iv) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (other than as a result of a subdivision or combination of shares of Common Stock) (in any such case, a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive per Warrant Share exercised the number of shares of Common Stock of the Successor Entity or of the Company and any other consideration, as applicable, received by a holder of a share of Common Stock in such Fundamental Transaction (the "Alternate Consideration") receivable upon or as a result of such reorganization, reclassification, merger, consolidation, tender offer or disposition of assets by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. As a condition to any such Fundamental Transaction, any Successor Entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration.

(c) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest $1/100^{th}$ of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

4. **TRANSFERABILITY**. This Warrant may not be Transferred or assigned (whether by operation of law or otherwise) except to a person (including any successor of the Holder) who is controlled and majority owned by American Family Insurance Mutual Holding Company, a Wisconsin mutual insurance holding company and the ultimate controlling entity of the Holder.

5. ACCELERATION AND SUSPENSION OF VESTING.

(a) Notwithstanding anything in this Warrant to the contrary, this Warrant shall vest in full from and after a Change of Control if the Holder agrees that the Reinsurance Agreement and all of the MGA Agreements shall remain in effect notwithstanding such Change of Control and the Holder waives or causes its affiliates to waive, any termination rights it may have thereunder as a result of such Change of Control. The

Company will give the Holder not less than twenty (20) days' advance written notice of a transaction in the event of a Change of Control.

(b) Upon any termination of either (i) the Reinsurance Agreement or (ii) one or more of the MGA Agreements pursuant to which the Company's affiliates produce business representing in the aggregate 25% or more of the business ceded to the Bowhead Insurance Company Inc. under the Reinsurance Agreement as of the end of the prior fiscal year (notwithstanding any continuing provisions in Section 4.05 of the Reinsurance Agreement or Section 14.9 of the MGA Agreements), the unvested portion of this Warrant (if any) and all rights and obligations of the Holder with respect thereto shall automatically and without further action be cancelled and terminated in its entirety and be of no further force or effect and the Company shall reflect such cancellation of the unvested portion of this Warrant in its corporate books. Any previously vested portion of this Warrant shall remain exercisable during the Exercise Period.

6. **MISCELLANEOUS**.

(a) Non-Circumvention. The Company covenants and agrees that it will not, by amendment of its certificate of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any shares of Common Stock receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock upon the exercise of this Warrant, and (iii) shall, for so long as this Warrant is outstanding, have authorized and reserved, free from preemptive rights, a sufficient number of shares of Common Stock to provide for the issuance of the Warrant Shares upon full exercise of this Warrant (based on the Exercise Price in effect from time to time, and without regard to any limitations on exercise).

(b) Reissuance.

(i) *Lost, Stolen or Mutilated Warrant*. If this Warrant is lost, stolen, mutilated or destroyed, the Company will, on such terms as to indemnity or otherwise as it may reasonably impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as this Warrant so lost, stolen, mutilated or destroyed.

(ii) *Issuance of New Warrants*. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, including in connection with Sections 2(a) and 2(d)(ii) hereof, such new Warrant shall be of like tenor with this Warrant, and shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date.

(c) Warrant Holder Not Deemed Stockholder. Except as otherwise specifically provided herein, this Warrant, in and of itself, shall not entitle the Holder to any voting rights or other rights as a stockholder of the Company. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company.

(d) Accredited Investor. The Holder represents and warrants that (i) it is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act and was not organized for the purposes of acquiring this Warrant or the Warrant Shares or (ii) it is not a US Person as defined in Regulation S under the Securities Act and it will not exercise this Warrant on behalf of a US Person. The Holder's financial condition is such that it is able to bear the risk of holding this Warrant or the Warrant Shares (as applicable) for an indefinite period of time and the risk of loss of its entire investment. The Holder has sufficient knowledge and experience in investing in companies similar to the Company so as to be able to evaluate the risks and merits of investment in the Company.

(e) Rule 144. The Holder acknowledges that this Warrant and the Warrant Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Holder is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions. The Holder acknowledges that, in the event all of the requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of this Warrant or the Warrant Shares. This Warrant or such Warrant Shares may be offered, sold or otherwise disposed of in accordance with Rule 144 or 144A under the Act, provided that the Company shall have been furnished with such information as the Company may reasonably request to provide a reasonable assurance that the provisions of Rule 144 or 144A have been satisfied.

(f) Notices.

(i) Any and all notices or other communications or deliveries to be provided by the Holder hereunder including, without limitation, any Exercise Notice, shall be in writing and delivered personally or by email, or sent by a nationally recognized overnight courier service, addressed to the Company, at Bowhead Specialty Holdings Inc., 1411 Broadway, Suite 3800, New York, NY 10018, Attention: H. Matthew Crusey, General Counsel, e-mail address: mcrusey@bowheadspecialty.com, or such other email address or address as the company may specify for such purposes by notice to the Holder. Any and all notices or other communications or deliveries to be provided by the Company shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to the Holder at the e-mail address or address of the Holder appearing on the books of the Company. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earlier of (A) the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section 6(f) prior to 5:30 p.m. eastern time on any date, (B) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section 6(f) on a day that is not a Trading Day or later than 5:30 p.m. eastern time on any Trading Day, (C) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (D) upon actual receipt by the party to whom such notice is required to be given.

(ii) The Company shall provide the Holder with prompt written notice (i) immediately upon any adjustment of the Exercise Price, setting forth in reasonable detail, the calculation of such adjustment and (ii) at least twenty days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the shares of Common Stock or (B) for determining rights to vote with respect to any Fundamental Transaction, dissolution or liquidation, provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder.

(g) Governing Law and Venue. This Warrant shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Each of the Parties hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery does not have jurisdiction over a particular matter, the Superior Court of the State of Delaware (and the Complex Commercial Litigation Division thereof if such division has jurisdiction over the particular matter), or if the Superior Court of the State of Delaware does not have jurisdiction, any federal court of the United States of America sitting in the State of Delaware) ("**Delaware Courts**"), and any appellate court from any decision thereof, in any Action arising out of or relating to this Warrant, including the negotiation, interpretation, execution or performance of this Warrant and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Warrant or the negotiation, interpretation, execution or performance of this Warrant in the Delaware Courts, including any objection based on its place of incorporation or domicile, (c) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court and (d) agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by

law. Each of the parties consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed to it at the applicable address set forth in Section 6(f) or in any other manner permitted by applicable law.

(h) Waiver of Jury Trial. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTIES NOR THEIR RESPECTIVE REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH OF THE PARTIES UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH OF THE PARTIES MAKES THIS WAIVER VOLUNTARILY AND (D) EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 6(H). ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(i) Specific Performance. Each party hereto acknowledges and agrees that any breach of this Warrant would result in substantial harm to the other party hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance).

(j) No Third Party Beneficiaries. This Warrant and the rights and obligations evidenced hereby shall inure solely to the benefit of and be binding upon the Company and the Holder. No person or entity shall be deemed to possess any third-party beneficiary right pursuant to this Warrant.

(k) Amendment and Waiver. The terms of this Warrant may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Holder.

(l) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(m) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

(n) Entire Agreement. This Warrant constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes (A) all prior oral or written proposals or agreements, (B) all contemporaneous oral proposals or agreements, and (C) all previous negotiations and all other communications or understandings between the parties, in each case with respect to the subject matter hereof.

* * * * * * *

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed as of the Issuance Date set forth above.

BOWHEAD SPECIALTY HOLDINGS INC.

By: /s/ Stephen Sills
Name: Stephen Sills
Title: Chief Executive Officer, President and Director

Agreed to and accepted as of the date first above indicated:

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

By: /s/ Troy Van Beek
Name: Troy Van Beek
Title: Enterprise Chief Financial Officer and Treasurer

EXHIBIT A

EXERCISE NOTICE

(To be executed by the registered holder to exercise this Common Stock Purchase Warrant)

THE UNDERSIGNED holder hereby exercises the right to purchase _____ shares of Common Stock ("Warrant Shares") of Bowhead Specialty Holdings Inc., a Delaware corporation (the "Company"), evidenced by the attached copy of the Common Stock Purchase Warrant to the extent evidenced in full (the "Warrant") and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Payment of Exercise Price. Payment for the Warrant Shares shall be made in the form of (check applicable box):

   □ lawful money of the United States; or

   □ the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in Section 2(b) of the Warrant for a Cashless Exercise.

2. Delivery of Warrant Shares. The Company shall deliver to the holder the aforementioned number of Warrant Shares in book-entry form in accordance with the terms of the Warrant.

3. Representations and Warranties. The undersigned hereby represents and warrants as follows:

   a. the undersigned is acquiring such shares of Common Stock for its own account for investment and not for resale or with a view to distribution thereof in violation of the Securities Act of 1933, as amended, and the regulations promulgated thereunder (the "Securities Act"); and

   b. (i) the undersigned is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act and was not organized for the purposes of acquiring the Warrant or such shares of Common Stock or (ii) the undersigned is not a US Person as defined in Regulation S of the Securities Act, and the Warrant is not being exercised on behalf of a US Person. The undersigned's financial condition is such that it is able to bear the risk of holding such securities for an indefinite period of time and the risk of loss of its entire investment. The undersigned has sufficient knowledge and experience in investing in companies similar to the Company so as to be able to evaluate the risks and merits of investment in the Company.

Date: _____

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

By: _____
Name:
Title:

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into as of this 28th day of May, 2024 among Bowhead Specialty Holdings Inc., a Delaware corporation (the "Company"), the persons listed on Schedule A hereto and any person who becomes a party hereto pursuant to Section 7(e) (such persons collectively, in their capacities as holders of Registrable Securities (as defined below), the "Holders" and each a "Holder", including (i) GPC Fund (as defined below) and (ii) AFMIC (as defined below) and, together with GPC Fund, the "Institutional Holders").

RECITALS

WHEREAS, in connection with the initial public offering (the "IPO") of the common stock, par value $0.01 per share, of the Company (the "Common Stock"), the parties hereto desire to memorialize the registration rights described herein; and

WHEREAS, subsequent to the IPO, the Company intends to consummate certain reorganization transactions as described in the Company's Registration Statement on Form S-1 (File No. 333-278653) (the "Reorganization Transactions").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" shall mean, with respect to a specified person, any other person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified person. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"AFMIC" shall mean American Family Mutual Insurance Company, S.I. (including its permitted transferees and successors).

"Board" shall mean the Company's Board of Directors.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law or executive order to close.

"Call Option Agreement" shall mean that certain Call Option Agreement, between AFMIC and GPC Fund, dated as of May 23, 2024.

"Common Stock" shall have the meaning set forth in the Recitals.

"Demand Registration" shall mean a registration of Registrable Securities pursuant to a Shelf Take-Down or Demand Registration Statement.

"Demand Registration Statement" shall have the meaning set forth in Section 2(c).

"Demand Request" shall have the meaning set forth in Section 2(c).

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"GPC Fund" shall mean GPC Partners Investments (SPV III) LP (including its permitted transferees and successors).

"Holders" shall have the meaning set forth in the Recitals.

"Initiating Holder" shall have the meaning set forth in Section 2(b).

"IPO" shall have the meaning set forth in the Recitals.

"Lock-Up Period" shall mean the date 180 days after the date of final prospectus relating to the IPO.

"Piggyback Registration" shall have the meaning set forth in Section 2(e).

"Registrable Securities" shall mean (i) all shares of Common Stock held by a Holder on the date of this Agreement, (ii) all shares transferred, issued or issuable to Holders in connection with the Reorganization Transactions, or, in the case of AFMIC, the Call Option Agreement or the Warrant Agreement and (iii) any securities issued or issuable, directly or indirectly, with respect to such shares, by way of the conversion, exchange, stock dividend or stock split or in connection with a combination of shares, merger, consolidation, business combination, scheme of arrangement, amalgamation, recapitalization or similar transaction; provided that any securities constituting Registrable Securities will cease to be Registrable Securities when (a) such securities are sold or disposed of in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities, (b) such securities are sold or disposed of pursuant to an effective Registration Statement, (c) such securities are sold or disposed of pursuant to Rule 144, (d) such securities shall have ceased to be outstanding or (e) (1) with respect to Holders other than GPC Fund and AFMIC, the date on which such securities may be resold pursuant to Rule 144, without regard to volume or manner of sale limitations or the availability of current public information with respect to the Company, whether or not any such sale has occurred, and (2) with respect to each of GPC Fund and AFMIC, when GPC Fund or AFMIC, as applicable, respectively owns 1.0% or less of the then outstanding shares of Common Stock, the date on which such securities may be resold pursuant to Rule 144, without regard to volume or manner of sale limitations or the availability of current public information with respect to the Company, whether or not any such sale has occurred.

"Registration Expenses" shall mean all expenses in effecting any registration or any offering and sale pursuant to this Agreement, including registration, qualification, listing and filing fees (including, without limitation, all SEC and Financial Industry Regulatory Authority

filing fees), transfer agent and registrar fees and expenses, fees and disbursements of the independent registered public accounting firm retained by the Company (including any comfort letters) and Company counsel, fees and disbursements of counsel to the Holders except as provided in Section 6, any marketing expenses, and internal fees and expenses of the Company; provided that nothing in this definition shall affect any agreement on expenses solely between the Company and its affiliates and any underwriter. "Registration Expenses" shall not include, and the Selling Holders shall be responsible for, all Selling Expenses.

"Registration Statement" means any registration statement of the Company under the Securities Act that permits the public offering of any of the Registrable Securities pursuant to the provisions of this Agreement, including the prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, all material incorporated by reference or deemed to be incorporated by reference in such registration statements and all other documents filed with the SEC to effect a registration under the Securities Act.

"Reorganization Transactions" shall have the meaning set forth in the Recitals.

"Rule 144" shall mean Rule 144 under the Securities Act (or any successor provision).

"SEC" shall mean the U.S. Securities and Exchange Commission.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended, and the rules and regulations thereunder.

"Selling Expenses" shall mean all underwriting discounts, selling commissions, and any stock transfer taxes applicable to the sale or transfer of Registrable Securities by the Selling Holders to the underwriters, which are not included as Registration Expenses.

"Selling Holder" shall mean any Holder selling Registrable Securities in any Demand Registration or Piggyback Registration pursuant to this Agreement.

"Shelf Period" shall have the meaning set forth in Section 2(a).

"Shelf Registration" shall have the meaning set forth in Section 2(a).

"Shelf Registration Statement" shall mean a Registration Statement on Form S-3 (or successor form) that contemplates offers and sales of securities pursuant to Rule 415 under the Securities Act.

"Shelf Take-Down" shall have the meaning set forth in Section 2(b).

"Special Registration" shall mean the registration of equity securities, options or similar rights registered on Form S-4, Form S-8 or any successor forms thereto or any other form for the registration of securities issued or to be issued in connection with a merger, acquisition, employee benefit plan or equity compensation or incentive plan.

"Substantial Marketing Efforts" shall mean marketing efforts that take place over a period of more than 48 hours or any marketing efforts involving in-person meetings with prospective investors even if such marketing efforts occur over a period of time lasting less than 48 hours.

"Suspension" shall have the meaning set forth in Section 2(h)(i).

"Suspension Notice" shall have the meaning set forth in Section 2(h)(i).

"Warrant Agreement" shall mean that certain Common Stock Purchase Warrant, dated as of May 23, 2024, between the Company and AFMIC.

Section 2. Registration Rights.

(a) Shelf Registration Statement. Promptly but no later than 90 days after the date the Company first becomes eligible to file a Shelf Registration Statement the Company shall use its reasonable best efforts to file with the SEC a Shelf Registration Statement (which, if the Company is eligible to file such, shall be as an automatic shelf registration as defined in Rule 405 under the Securities Act) relating to the offer and resale of Registrable Securities by the Institutional Holders and, with the written consent of the Institutional Holders, upon the written request of any other Holders from time to time in accordance with the methods of distribution set forth in the Plan of Distribution section of the Shelf Registration Statement, and, if such Shelf Registration Statement is not automatically effective upon filing, the Company shall use its reasonable efforts to cause such Shelf Registration Statement to promptly be declared or otherwise become effective under the Securities Act. For so long as any Registrable Securities remain outstanding, the Company shall use its reasonable efforts to maintain the effectiveness of such Shelf Registration Statement for the maximum period permitted by SEC rules, and shall replace any Shelf Registration Statement at or before expiration, or as soon as reasonably practicable after expiration if not reasonably practicable to do so at or before expiration, with a successor effective Shelf Registration Statement (such period of effectiveness, the "Shelf Period").

(b) Right to Request Shelf Take-Down. At any time and from time to time during the Shelf Period effective after the expiration of the Lock-Up Period, GPC Fund or AFMIC may, by written notice ("Demand Notice") to the Company, request an offering (the maker of such request, the "Initiating Holder") of all or part of the Registrable Securities held by them (a "Shelf Take-Down"); provided, however, that the Company shall not be obligated to effect any Shelf Take-Down if (i) the Company (A) has determined to effect a registered underwritten offering of its equity securities for its own account that would be a Piggyback Registration and (B) at the time of receipt of such notice has already taken substantial steps, and has proceeded and will continue to proceed with reasonable diligence, to effect such offering. Notwithstanding the foregoing sentence, the Company shall not be obligated to effect any subsequent Shelf Take-Down during any period following the pricing date of a completed Shelf Take-Down in which the Company is subject to a lock-up restriction pursuant to any lock-up agreements entered into in connection with such completed Shelf Take-Down.

(c) Demand Registration Statement If Shelf Registration Statement Unavailable. Prior to the Company being eligible to, or if the Company subsequently becomes ineligible to, file with the SEC a shelf registration statement on Form S-3 (or successor form) in accordance with Section 2(a), upon written request of GPC Fund or AFMIC (a "Demand Request"), the Company shall use its reasonable best efforts to file promptly a registration statement on Form S-1 (or successor form) (a "Demand Registration Statement") registering for resale such number of Registrable Securities requested to be included in the Demand Registration Statement and have the Demand Registration Statement declared effective under the Securities Act as promptly as practicable, provided, however, that no such Demand Registration Statement shall be required to be declared effective prior to the expiration of the Lock-Up Period. Upon receipt of a Demand Request, the Company will, at each such time, give written notice as promptly as practicable (and in any event not later than ten (10) days before the anticipated date of filing of the related Demand Registration Statement) to all Holders of its intention to do so. Upon the written request of any such Holder made within five (5) Business Days after the receipt of any such notice (which request shall specify the Registrable Securities intended to be disposed of by such Holder), the Company will effect (subject to Section 3(g)) the registration under the Securities Act of all Registrable Securities which the Company has been so requested by the Holders thereof. Each request by any Selling Holder for a Demand Registration shall specify number of Registrable Securities to be registered and the intended methods of disposition thereof. After any Demand Registration Statement has become effective, the Company shall use its commercially reasonable efforts to keep such Demand Registration Statement effective until all of the Registrable Securities covered by such Demand Registration Statement have been sold in accordance with the plan of distribution set forth therein or are no longer outstanding.

(d) Limitations on Demand Registrations. The following limitations shall apply to Demand Registrations:

(i) GPC Fund shall be entitled to request a maximum of four (4) Demand Registrations. A registration or Shelf Take-Down shall not count as a Demand Registration until (1) the related Registration Statement has been declared effective by the SEC and (2) GPC Fund has been able to register or sell, as the case may be, at least 75% of the Registrable Securities requested to be included by it.

(ii) AFMIC shall be entitled to request a maximum of three (3) Demand Registrations, provided however, that if AFMIC acquires any Registrable Securities under the Warrant Agreement or the Call Option Agreement it shall be entitled to request one (1) additional Demand Registration. A registration or Shelf Take-Down shall not count as a Demand Registration until (1) the related Registration Statement has been declared effective by the SEC and (2) AFMIC has been able to register or sell, as the case may be, at least 75% of the Registrable Securities requested to be included by it.

(iii) The Company shall not be obligated to effect, or to take any action to effect, any registration or offering pursuant to this Section 2 if the Company has already effectuated three (3) Demand Registrations in the preceding 365-day period, provided that at least one of such Demand Registrations was requested by AFMIC or

AFMIC sold 100% of the shares it requested to be registered in a Demand Registration in the preceding 365-day period.

(iv) The Company shall not be obligated to effect, or to take any action to effect, any registration or offering that requires Substantial Marketing Efforts pursuant to this Section 2 more than two (2) times in any 365-day period provided that at least one of such Demand Registrations was requested by AFMIC or AFMIC sold 100% of the shares it requested to be registered in a Demand Registration in the preceding 365-day period.

(v) The Company shall not be obligated to effect, or to take any action to effect, more than two (2) Demand Registrations pursuant to this Section 2 in any 90-day period.

(vi) The Company shall not be obligated to effect, or to take any action to effect any Demand Registration with respect to Registrable Securities representing less than forty million dollars ($40,000,000) (or $20,000,000 in the case of a Shelf Take-Down) in expected gross proceeds.

(e) Piggyback Registration. If, at any time following the expiration of the Lock-Up Period, the Company proposes or is required to file a Registration Statement under the Securities Act with respect to an offering of Common Stock, or otherwise commences an offering of Common Stock, whether or not for sale for its own account, on a form and in a manner that would permit registration of the Registrable Securities, which, for the avoidance of doubt, shall exclude any Special Registration and any offering of Common Stock that is structured as a "block trade" without Substantial Marketing Efforts, the Company shall give written notice as promptly as practicable, but not later than five (5) Business Days prior to the anticipated date of filing of such Registration Statement, to the Holders of its intention to effect such registration and, in the case of each Holder, shall include in such registration all of such Holder's Registrable Securities with respect to which the Company has received a written request from such Holder for inclusion therein within two (2) Business Days of delivery of such written notice (a "Piggyback Registration"). In the event that a Holder makes such written request, such Holder may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the managing underwriter(s), if any, at any time at least four (4) Business Days prior to the effective date of the Registration Statement relating to such Piggyback Registration. The Company may terminate or withdraw any Piggyback Registration under this Section 2(e), whether or not any Holder has elected to include Registrable Securities in such registration. No Piggyback Registration shall count as a Demand Registration to which any Holders are entitled.

(f) Selection of Underwriters; Right to Participate. The Holders of a majority of the Registrable Securities included in any Demand Registration shall have the right to select the managing underwriters to administer such Demand Registration Statement. A Holder may participate in a registration or offering hereunder only if such Holder (i) agrees to sell such Registrable Securities on the basis provided in any underwriting agreement with the underwriters and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up agreements and other documents reasonably requested under the terms of

such underwriting arrangements customary for selling stockholders to enter into in secondary underwritten public offerings.

(g) Priority of Registrations. If the managing underwriter of a Demand Registration, Shelf Take-Down or Piggyback Registration shall advise the Company that in its reasonable opinion the number of Registrable Securities requested to be included in such Demand Registration, Shelf Take-Down or Piggyback Registration, as applicable, exceeds the number that can be sold in such offering without having an adverse effect on such offering, including the price at which such Registrable Securities can be sold, then the Company shall include in such Demand Registration Shelf-Takedown or Piggyback Registration, as applicable, the maximum number of Registrable Securities that such underwriter or agent, as applicable, advises can be so sold without having such adverse effect, allocated (i) in the case of a Piggyback Registration with respect to an offering of Common Stock for sale for the Company's account, (A) first, to Common Stock requested to be included by the Company, (B) second, to Registrable Securities requested by GPC Fund and AFMIC to be included in such Piggyback Registration allocated among such requesting Holders on a pro rata basis or in such other manner as they may agree and (C) third, to Registrable Securities requested by all other Holders to be included in such Piggyback Registration allocated among such requesting Holders on a pro rata basis or in such other manner as they may agree, and (ii) in the case of a Demand Registration, Shelf Take-Down or other Piggyback Registration, (A) first, to Registrable Securities requested by GPC Fund and AFMIC to be included in such Demand Registration or Shelf Take-Down, as applicable, allocated among such requesting Holders on a pro rata basis or in such other manner as they may agree, (B) second, with the written consent of the Initiating Holder, to Registrable Securities requested by all other Holders to be included in such Demand Registration or Shelf Take-Down, as applicable, allocated among such requesting Holders on a pro rata basis or in such other manner as they may agree and (C) third, to Common Stock requested to be included by the Company.

(h) Postponement; Suspensions.

(i) The Company may postpone any filing or effectiveness of a Registration Statement or commencement of a Shelf Take-Down (or suspend the continued use of an effective Shelf Registration Statement) (each, a "Suspension") (i) during the pendency of a stop order issued by the SEC suspending the use of such Registration Statement or (ii) if the Company delivers to the Holders participating in such registration an officers' certificate (a "Suspension Notice") executed by two of the Company's authorized officers stating that the Board has determined such postponement or suspension is necessary in order to avoid premature disclosure of material nonpublic information and the Company has a bona fide business purpose for not disclosing such information publicly at such time; provided, however, that the Company shall not be permitted to exercise a Suspension (i) more than twice during any 365-day period, (ii) for more than one hundred and twenty (120) days during any 365-day period and (iii) unless for the full period of the Suspension, the Company does not offer or sell securities for its own account, does not permit registered sales by any holder of its securities and prohibits offers and sales by its directors and officers. Promptly following the cessation or discontinuance of the facts and circumstances forming the basis for any Suspension Notice, the Company shall use its commercially reasonable efforts to (i) amend the

applicable Registration Statement and/or amend or supplement the related prospectus included therein to the extent necessary, (ii) take all other actions reasonably necessary, to allow the commencement of the Shelf Take-Down or the use of the Shelf Registration Statement to recommence as promptly as possible, and (iii) promptly provide written notice to such Holders (or a representative of such Holders) of the termination of any Suspension. In connection with a Demand Registration, prior to the termination of any Suspension, the Holders that made the request for Demand Registration will be entitled to withdraw such Holders' Demand Notice. After receipt of the Suspension Notice, the Holders will suspend use of the applicable Registration Statement, prospectus or prospectus supplement in connection with any sale or purchase of, or offer to sell or purchase, such Holders' Registrable Securities.

(ii) Each Holder agrees that, except as required by applicable law, it shall treat as confidential the receipt of any Suspension Notice (provided that in no event shall such notice contain any material nonpublic information of the Company) hereunder and shall not disclose or use the information contained in such Suspension Notice without the prior written consent of the Company until such time as the information contained therein is or becomes public, other than as a result of disclosure by breach of the terms of this Agreement.

(i) Holdback; Lock-Up Agreements. Each of the Company and the Holders agrees, upon notice from the managing underwriters in connection with any registration for an underwritten offering of the Company's securities (other than a Special Registration), not to effect (other than pursuant to such registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the managing underwriters for a period of up to ninety (90) days (or such shorter period as may be agreed to by the managing underwriter(s)); provided that such restrictions shall not apply in any circumstance to (i) securities acquired by a Holder subsequent to the completion of the IPO (other than pursuant to the Reorganization Transactions, Call Option Agreement or Warrant Agreement), (ii) distributions-in-kind to a Holder's limited or other partners, members, shareholders or other equity holders, (iii) Holders of less than 5% of the Company's then-outstanding Common Stock or (iv) Holders of 5% or more of the Company's then-outstanding Common Stock if they have not been offered the opportunity to participate in a registration of the Company's Common Stock. Notwithstanding the foregoing, no holdback agreements of the type contemplated by this Section shall be required of Holders unless each of the Company's directors, executive officers and other Holders of at least 5% of the Company's outstanding Common Stock agrees to be bound by a substantially identical holdback agreement for at least the same period of time.

Section 3. Registration Procedures.

(a) If and whenever the Company is required to effect the registration of any Registrable Securities pursuant to this Agreement, the Company shall use its reasonable best efforts to effect and facilitate the registration, offering and sale of such Registrable Securities in

accordance with the intended method of disposition thereof as promptly as is practicable, and the Company shall as expeditiously as possible:

(i) prepare and file with the SEC (within thirty (30) days after the date on which the Company has given Holders notice of any request for Demand Registration) a Registration Statement with respect to such Registrable Securities, make all required filings required (including Financial Industry Regulatory Authority filings) in connection therewith and thereafter and (if the Registration Statement is not automatically effective upon filing) use its reasonable best efforts to cause such Registration Statement to become effective; provided that, before filing a Registration Statement or any amendments or supplements thereto (including free writing prospectuses under Rule 433), the Company will furnish to Holders for such registration copies of all such documents proposed to be filed (including exhibits thereto), which documents will be subject to review of such counsel, and such other documents reasonably requested by such counsel, including any comment letter from the SEC, and give the Holders participating in such registration an opportunity to comment on such documents and keep such Holders reasonably informed as to the registration process; provided, further, that if registration at the time would require the inclusion of pro forma financial or acquired business historical financial information, which requirement the Board determines the Company is reasonably unable to comply with, then the Company may defer the filing of the Registration Statement that is required to effect the applicable registration for a reasonable period of time to compile such information;

(ii) prepare and file with the SEC such amendments and supplements to any Registration Statement as may be necessary to keep such Registration Statement effective for a period of either (A) not less than ninety (90) days or, if such Registration Statement relates to an underwritten offering in the case of a Demand Registration Statement, such longer period as in the opinion of counsel for the managing underwriters a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer or the maximum period of time permitted by the Securities Act in the case of a Shelf Registration Statement, or (B) such shorter period ending when all of the Registrable Securities covered by such Registration Statement have been disposed of (but in any event not before the expiration of any longer period required under the Securities Act) and (ii) to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;

(iii) furnish to each Selling Holder and the underwriters such number of copies, without charge, of any Registration Statement, each amendment and supplement thereto, including each preliminary prospectus, final prospectus, all exhibits and other documents filed therewith and such other documents as such persons may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Selling Holder; provided that, before amending or supplementing any Registration Statement, the Company shall furnish to the Holders a copy of each such proposed amendment or supplement and not file any such proposed amendment or supplement to which any Selling Holder reasonably objects. The Company hereby consents to the use of such prospectus and each amendment or supplement thereto by

each of the Selling Holders of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such prospectus and any such amendment or supplement thereto;

(iv) use its reasonable best efforts to register or qualify any Registrable Securities under such other securities or blue sky laws of such jurisdictions as any Selling Holder, and the managing underwriters, if any reasonably request, use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts and things that may be necessary or reasonably advisable to enable such Selling Holder and each underwriter, if any, to consummate the disposition of the seller's Registrable Securities in such jurisdictions; provided that the Company will not be required to (i) qualify generally to do business in any such jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any jurisdiction where it is not then so subject or (iii) consent to general service of process in any such jurisdiction where it is not then so subject (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith);

(v) during any time when a prospectus is required to be delivered under the Securities Act, promptly notify each Selling Holder upon discovery that, or upon the discovery of the happening of any event as a result of which, the prospectus contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made and, as promptly as practicable, prepare and furnish to such Selling Holders a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(vi) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement,

(vii) cooperate with the Holders and any managing underwriter(s) to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, and enable certificates for such Registrable Securities to be issued for such number of shares and registered in such names as the Holders and any managing underwriter(s) may reasonably request;

(viii) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed or, if no similar securities issued by the Company are then listed on any securities exchange, use its reasonable best efforts to cause all such Registrable Securities to be listed on the Nasdaq Global Select Market;

(ix) promptly notify each Selling Holder (i) when the Registration Statement, any prospectus supplement or any post-effective amendment to the Registration Statement has become effective (ii) of any written comments by the SEC or any request by the SEC for amendments or supplements to such Registration Statement or to amend or to supplement any prospectus contained therein or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for any of such purposes, (iv) the removal of any such stop order, injunction or other order or requirement or proceeding or the lifting of any such suspension, (v) if at the time the Company has reason to believe that the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 3(a)(xiii) below cease to be true and correct and (vi) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of such Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose;

(x) make available for inspection by any Selling Holder, any underwriter participating in any disposition pursuant to the applicable Registration Statement and any attorney, accountant or other agent retained by any such Selling Holder or underwriter all financial and other records, pertinent corporate documents and documents relating to the business of the Company reasonably requested by such Selling Holder, cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such Selling Holder, underwriter, attorney, accountant or agent in connection with such Registration Statement and make senior management of the Company available for customary due diligence and drafting activity; provided that any such Person gaining access to information or personnel pursuant to this Section 3(a)(x) shall (i) reasonably cooperate with the Company to limit any resulting disruption to the Company's business and (ii) agree to use reasonable efforts to protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential, and of which determination such person is notified, unless (A) the release of such information is requested or required by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process, (B) the release of such information, in the opinion of such person, is required to be released by law or applicable legal process, (C) such information is or becomes publicly known without a breach of this Agreement, (D) such information is or becomes available to such person on a non-confidential basis from a source other than the Company or (E) such information is independently developed by such person. In the case of a proposed disclosure pursuant to (A) or (B) above, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure and, if requested by the Company, assist the Company in seeking to prevent or limit the proposed disclosure;

(xi) in the case of an underwritten offering, promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriters or any Selling Holder reasonably requests to be included therein, the purchase price being paid therefor by the underwriters and any other terms of the underwritten offering of the Registrable Securities to be sold in such offering, and

promptly make all required filings of such prospectus supplement or post-effective amendment;

(xii) reasonably cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority;

(xiii) in the case of an underwritten offering, enter into such customary agreements (including underwriting agreements with customary provisions in such forms as may be requested by the managing underwriters) and take all such other actions as the Selling Holders or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities;

(xiv) in the case of an underwritten offering, make senior management of the Company available to assist to the extent reasonably requested by the managing underwriters of any Underwritten Offering to be made pursuant to such registration in the marketing of the Registrable Securities to be sold in the Underwritten Offering, including the participation of such members of the Company's senior management in "road show" presentations and other customary marketing activities, including "one-on-one" meetings with prospective purchasers of the Registrable Securities to be sold in the Underwritten Offering, and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto, in each case to the same extent as if the Company were engaged in a primary registered offering of its Common Stock

(xv) use reasonable best efforts to: (a) obtain all consents of independent public accountants required to be included in the Registration Statement and (b) in connection with each offering and sale of Registrable Securities, obtain one or more comfort letters, addressed to the underwriters and to the Selling Holders, dated the date of the underwriting agreement for such offering and the date of each closing under the underwriting agreement for such offering, signed by the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters as the underwriters or Holders of a majority of the Registrable Securities being sold in such offering, as applicable, reasonably request;

(xvi) use reasonable best efforts to obtain: (a) all legal opinions from Company outside counsel (or internal counsel) required to be included in the Registration Statement and (b) in connection with each closing of a sale of Registrable Securities, legal opinions from Company outside counsel (or internal counsel if acceptable to the managing underwriters), addressed to the underwriters, dated as of the date of such closing, with respect to the Registration Statement, each amendment and supplement thereto (including the preliminary prospectus) and such other documents relating thereto in customary form and covering such matters of the type customarily covered by legal opinions of such nature;

(b) As a condition precedent to the obligations of the Company to file any registration statement covering Registrable Securities, each Holder of Registrable Securities as to which any registration is being effected shall furnish the Company with such information regarding such Holder and pertinent to the disclosure requirements relating to the registration and the distribution of such securities as the Company may from time to time reasonably request in writing.

Each Holder agrees that (i) upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(a)(v), such Holder shall forthwith discontinue its disposition of Registrable Securities pursuant to the registration statement relating to such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(a)(v); (ii) upon receipt of any notice from the Company of the happening of any event of the kind described in clause (A) of Section 3(a)(ix), such Holder shall discontinue its disposition of Registrable Securities pursuant to such registration statement until such Holder's receipt of the notice described in clause (iv) of Section 3(a)(ix); and (iii) upon receipt of any notice from the Company of the happening of any event of the kind described in clause (B) of Section 3(a)(xi), such Holder shall discontinue its disposition of Registrable Securities pursuant to such registration statement in the applicable state jurisdiction(s) until such Holder's receipt of the notice described in clause (C) of Section 3(a)(ix). The length of time that any registration statement is required to remain effective shall be extended by any period of time that such registration statement is unavailable for use pursuant to this paragraph, provided in no event shall any registration statement be required to remain effective after the date on which all Registrable Securities cease to be Registrable Securities.

Section 4. Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless to the fullest extent permitted by law, each Holder, any Person who is or might be deemed to be a controlling person of the Company or any of its subsidiaries within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act their respective direct and indirect general and limited partners, advisory board members, directors, officers, trustees, managers, members, agents, Affiliates and shareholders, and each other Person, if any, who controls any such Holder or controlling person within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such person being referred to herein as a "Covered Person") against, and pay and reimburse such Covered Persons for any losses, claims, damages, liabilities, joint or several, costs (including, without limitation, costs of preparation and reasonable attorneys' fees and any legal or other fees or expenses incurred by such Covered Person in connections with any investigation or proceeding), expenses, judgments, fines, penalties, charges and amounts paid in settlement (collectively, "Losses" and, individually, each a "Loss") to which such Covered Person may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, prospectus, preliminary prospectus or free writing prospectus, or any amendment thereof or supplement thereto, or any document incorporated by reference therein, or any other such disclosure document (including reports and other documents filed under the Exchange Act and any

document incorporated by reference therein) or other document or report, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation by the Company of any rule or regulation promulgated under the Securities Act or any state securities laws applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, and the Company will pay and reimburse such Covered Persons for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided that the Company shall not be liable in any such case to the extent that any such Loss (or action or proceeding in respect thereof) arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission, made or incorporated by reference in such Registration Statement, any such prospectus, preliminary prospectus or free writing prospectus or any amendment or supplement thereto, or any document incorporated by reference therein, or any other such disclosure document (including reports and other documents filed under the Exchange Act and any document incorporated by reference therein) or other document or report, or in any application in reliance upon, and in conformity with, written information furnished to the Company by or on behalf of any Holder specifically for inclusion therein ("Selling Holder Information"). In connection with an Underwritten Offering, the Company, if requested, will indemnify the underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Covered Persons and in such other manner as the underwriters may request in accordance with their standard practice.

(b) Indemnification by the Holders. In connection with any Registration Statement in which a Holder is participating, each such Holder will indemnify and hold harmless the Company, its directors and officers, employees, agents and any Person who is or might be deemed to be a controlling person of the Company or any of its subsidiaries within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any Losses to which such Holder or any such director or officer, any such underwriter or controlling person may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained in the Registration Statement, prospectus, preliminary prospectus or free writing prospectus, or any amendment thereof or supplement thereto, or in any application or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such Registration Statement, any such prospectus, preliminary prospectus or free writing prospectus, or any amendment or supplement thereto, or in any application, in reliance upon and in conformity with such Holder's Selling Holder Information (and except insofar as such Losses arise out of or are based upon any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any underwriter furnished to the Company in writing by such underwriter expressly for use in such Registration Statement), and such Holder will reimburse the Company and each such director, officer, underwriter and controlling Person for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in

settlement of any such Losses (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided, further that the obligation to indemnify and hold harmless shall be individual and several to each Holder and shall be limited to the amount of net proceeds received by such Holder from the sale of Registrable Securities covered by such Registration Statement.

(c) Notices of Claims, etc. Any person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim or the commencement of any proceeding with respect to which it seeks indemnification pursuant hereto; provided, however, that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent, if at all, that it is actually and materially prejudiced by reason of such delay or failure. The indemnifying party shall have the right, exercisable by giving written notice to an indemnified party promptly after the receipt of written notice from such indemnified party of such claim or proceeding, to assume, at the indemnifying party's expense, the defense of any such claim or proceeding, with counsel reasonably acceptable to such indemnified party; provided that (i) any indemnified party shall have the right to select and employ separate counsel and to participate in the defense of any such claim or proceeding, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (A) the indemnifying party has agreed in writing to pay such fees or expenses or (B) the indemnifying party shall have failed to assume, or in the event of a conflict of interest cannot assume, the defense of such claim or proceeding within a reasonable time after receipt of notice of such claim or proceeding or fails to employ counsel reasonably satisfactory to such indemnified party or to pursue the defense of such claim in a reasonably vigorous manner or (C) the named parties to any proceeding (including impleaded parties) include both such indemnified and the indemnifying party, and such indemnified party has reasonably concluded (based upon advice of its counsel) that there may be legal defenses available to it that are inconsistent with those available to the indemnifying party or that a conflict of interest is likely to exist among such indemnified party and any other indemnified parties (in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party); and (ii) subject to clause (i)(C) above, the indemnifying party shall not, in connection with any one such claim or proceeding or separate but substantially similar or related claims or proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with appropriate local counsel) at any time for all of the indemnified parties, or for fees and expenses that are not reasonable. Whether or not the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified party. No indemnifying party shall consent to entry of any judgment or enter into any settlement which (x) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release, in form and substance reasonably satisfactory to the indemnified party, from all liability in respect of such claim or litigation for which such indemnified party would be entitled to indemnification hereunder or (y) involves the imposition of equitable remedies or the imposition of any obligations on the indemnified party or adversely affects such indemnified party other than as a result of financial obligations for which such indemnified party would be entitled to indemnification hereunder.

The indemnification provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any

officer, director or controlling person of such indemnified party and will survive the registration and sale of any securities by any person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

(d) Contribution. If the indemnification provided for in this Section is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Losses (other than in accordance with its terms), then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, will contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. The relevant fault of the indemnifying party and the indemnified party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the foregoing, the amount any Holder will be obligated to contribute pursuant to this Section 4(d) will be limited to an amount equal to the net proceeds to such Holder from the Registrable Securities sold pursuant to the Registration Statement which gives rise to such obligation to contribute (less the aggregate amount of any damages which the Holder has otherwise been required to pay in respect of such Loss or any substantially similar Loss arising from the sale of such Registrable Securities). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 5. Covenants Relating to Rule 144. The Company shall use its commercially reasonable efforts to file any reports required to be filed by it under the Securities Act and the Exchange Act and to take such further action as any Holder may reasonably request to enable Holders to sell Registrable Securities without registration under the Securities Act from time to time within the limitation of the exemptions provided by Rule 144. The Company shall, in connection with any request by a Holder in connection with a sale, transfer or other disposition by such Holder of any Registrable Securities pursuant to Rule 144 for the removal of any restrictive legend or similar restriction on such Registrable Securities, promptly cause the removal of such restrictive legend or restriction, make or cause to be made appropriate notifications on the books of the Company's transfer agent and provide a customary opinion of counsel and instruction letter required by the Company's transfer agent.

Section 6. Registration Expenses. The Company shall be responsible for Registration Expenses hereunder, provided that each of GPC Fund and AFMIC shall be responsible for the reasonable and documents out-of-pocket legal fees in excess of $40,000 of any counsel they engage in connection with any Registration Statement and any offering thereunder.

Section 7. Miscellaneous.

(a) Term. This Agreement shall terminate upon such time as no Registrable Securities remain outstanding, except for the provisions of Sections 4, 6 and this Section 7 shall survive such termination of this Agreement.

(b) Other Holder Activities. Notwithstanding anything in this Agreement, none of the provisions of this Agreement shall in any way limit a Holder or any of its Affiliates from engaging in any brokerage, investment advisory, financial advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of their business.

(c) Amendment, Modification and Waiver. This Agreement may be amended, modified or supplemented at any time by written agreement of the Company and the Institutional Holders. Any failure of any party to comply with any term or provision of this Agreement may be waived by the Company and the Institutional Holders, by an instrument in writing signed by the Company and the Institutional Holders, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

(d) No Third-Party Beneficiaries. Other than as set forth in Section 4 with respect to the indemnified parties and as expressly set forth elsewhere in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement. Only the parties that are signatories to this Agreement shall have any obligation or liability under, in connection with, arising out of, resulting from or in any way related to this Agreement or any other matter contemplated hereby, or the process leading up to the execution and delivery of this Agreement and the transactions contemplated hereby, subject to the provisions of this Agreement.

(e) Assignment. The rights to cause the Company to register or offer Registrable Securities pursuant to this Agreement may be transferred (but only with all related obligations) by a holder to a transferee or assignee of such securities only if such transferee executes a joinder agreement substantially in the form of Exhibit A hereto and such transfer is: (i) to an Affiliate of the transferring Holder or (ii) a transfer of at least 5% of the then-outstanding Common Stock of the Company.

(f) Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement.

(g) Severability. In the event that any provision of this Agreement is declared invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted in a manner that accomplishes, to the extent possible, the original purpose of such provision.

(h) Counterparts. This Agreement may be executed in any number of counterparts (which may include counterparts delivered by any standard form of

telecommunication), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by electronic means (including in pdf or tif format sent by electronic mail) by a party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

(i) Specific Performance; Remedies. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party shall not oppose the granting of such relief. The parties agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are hereby waived.

(j) Governing Law. This Agreement and any transaction contemplated by this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. The parties hereto agree that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.

(k) WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

(l) Notice. Unless otherwise specified herein, all notices required or permitted to be given under this Agreement shall be in writing, shall refer specifically to this Agreement and shall be delivered personally or sent by a nationally recognized overnight courier service, and shall be deemed to be effective upon delivery. All such notices shall be addressed to the receiving party at such party's address set forth below, or at such other address as the receiving party may from time to time furnish by notice as set forth in this Section 7(l):

If to the Holders, to:	Those addresses listed on Schedule A hereto
If to the Company, to:	Bowhead Specialty Holdings Inc.

1411 Broadway, Suite 3800
New York, NY 10018
Attention: General
Counsel

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered as of the date first above written.

BOWHEAD SPECIALTY HOLDINGS INC.

By: /s/ Brad Mulcahey
Name: Brad Mulcahey
Title: Chief Financial Officer

HOLDERS:

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

By: /s/ Troy Van Beek
Name: Troy Van Beek
Title: Enterprise Chief Financial Officer and Treasuer
Treasurer

GPC PARTNERS INVESTMENTS (SPV III) LP

By: /s/ Matthew B. Botein
Name: Matthew B. Botein
Title: Managing Partner

STEPHEN SILLS

By: /s/ Stephen Sills
Name: Stephen Sills
Title:

Exhibit A

Form of Joinder Agreement

Reference is made to the Registration Rights Agreement, dated as of [●] , 2024 (as amended from time to time, the "Registration Rights Agreement"), by and among Bowhead Specialty Holdings Inc. (the "Company") and certain stockholders of the Company party thereto. The undersigned agrees, by execution hereof, to become a party to, and to be subject to the rights and obligations under, the Registration Rights Agreement.

[HOLDER]

By: _____
Name:
Title:

Acknowledged by:

BOWHEAD SPECIALTY HOLDINGS INC.

By: _____
Name:
Title:

Schedule A

The Holders

Name of Holder	Address of Holder	Email Address of Holder
[Omitted]		

Exhibit 10.5

Amended and Restated

Managing General Agency Agreement

between

Midvale Indemnity Company

and

Bowhead Specialty Underwriters, Inc.

Dated as of May 23, 2024

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AMENDED AND RESTATED

MANAGING GENERAL AGENCY AGREEMENT

This Amended and Restated Managing General Agency Agreement (this "Agreement"), dated as of May 23, 2024, is made and entered into by and between **Midvale Indemnity Company**, a Wisconsin corporation (the "Company"), and **Bowhead Specialty Underwriters, Inc.**, a Delaware corporation (the "Managing General Agent").

WHEREAS, the Company is a duly licensed insurance company organized in the State of Wisconsin; and

WHEREAS, the Managing General Agent is a producer and a managing general agent organized in the State of Delaware with a resident license in the State of Texas and is a licensed agent or producer in all states for which it is granted authority hereunder; and

WHEREAS, the Managing General Agent has the requisite professional experience to perform all such functions as the parties shall agree the Managing General Agent may lawfully advise upon relating to the Subject Business described in this Agreement;

WHEREAS, the Company has entered into a reinsurance agreement reinsuring all business produced hereunder to American Family Mutual Insurance Company, S.I. ("AmFam"), and AmFam has entered into that certain Amended and Restated Quota Share Reinsurance Agreement with Bowhead Insurance Company, Inc. (the "Reinsurer") effective as of May 23, 2024, and any addenda or amendments thereto (the "Reinsurance Agreement"), pursuant to which the Reinsurer shall undertake to protect AmFam from loss or liability on coverage AmFam reinsures that is produced under this Agreement in exchange for reinsurance premiums agreed to by the Company and the Reinsurer; and

WHEREAS, the Company wishes to appoint the Managing General Agent to act as the managing general agent for the Company in the solicitation, underwriting, binding, issuance and administration of those types of insurance policies, endorsements, binders, certificates, proposals for insurance, or any other document that binds the Company to insurance coverage and/or reinsurance assumed from captive reinsurers pursuant to this Agreement (each, a "Policy") that the Company and the Managing General Agent plan to produce, bind and underwrite pursuant to the terms of this Agreement.

WHEREAS, the Company and the Managing General Agent entered into a managing general agency agreement dated as of February 1, 2021, and this Agreement amends and replaces that agreement in its entirety.

NOW, THEREFORE, the Company and the Managing General Agent, in consideration of the mutual promises, agreements, covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Company and the Managing General Agent agree as follows:

ARTICLE 1 – APPOINTMENT

1.1 The Company hereby appoints the Managing General Agent to act as its managing general agent, as that term is defined in s. Ins 42.01 of the Wisconsin Administrative Code as published under s. 35.93 of the Wisconsin Statutes (the "Wisconsin Administrative Code") and as

a reinsurance intermediary-broker in accordance with Chapter Ins. 47 of the Wisconsin Administrative Code, and to conduct the business specified in the Subject Business attached hereto as Exhibit A, including all Policies currently reinsured under the Reinsurance Agreement but issued prior to the date hereof (the "Subject Business"). Exhibit A may be amended from time to time upon mutual written agreement of the Company and the Managing General Agent without otherwise affecting the other terms and conditions of this Agreement.

1.2 The Managing General Agent acknowledges and agrees that the Company's appointment of the Managing General Agent does not restrict in any manner the Company's right to appoint agents or managing agents to write any line or policy of insurance, or to directly write any line or policy of insurance.

1.3 All activities of the Managing General Agent pursuant to this Agreement shall be in compliance with the terms of the (i) Reinsurance Agreement, (ii) the Underwriting Guidelines and (iii) all applicable laws and regulations.

ARTICLE 2 – AUTHORITY AND RESPONSIBILITY OF MANAGING GENERAL AGENT

2.1 The Managing General Agent has the authority and duty to act as a managing general agent for the Company with regard to the Subject Business as described in Exhibit A and to perform its obligations hereunder in conformity with the underwriting and operating guidelines and pricing standards attached as Exhibit B (as amended from time to time, the "Underwriting Guidelines"). The Underwriting Guidelines may be amended from time to time by written agreement of the Parties, provided that (a) the Company shall not unreasonably withhold, delay or condition its agreement to any amendment to the Underwriting Guidelines proposed by the Managing General Agent and (b) the Managing General Agent shall not unreasonably withhold, delay or condition its agreement to any amendment to the Underwriting Guidelines proposed by the Company as required for this Agreement, the business produced hereunder, or the Company or any of its Affiliates to comply with applicable laws and regulations. The Managing General Agent's authority includes production, appointment, and supervision of duly licensed and appointed property and casualty producers and, where required by law, licensed surplus lines producers (collectively, "Producers") for or on behalf of the Company, as well as underwriting, accounting and claims handling under the terms of this Agreement. All acts of the Managing General Agent, insofar as the Company's business is concerned, are subject to the ultimate authority of the Company. Gross written premiums produced during a single calendar year shall not exceed, in the aggregate, the amount of gross written premium referenced as triggering a termination right under Section 4.02(h) of the Reinsurance Agreement, if and as amended by the parties to the Reinsurance Agreement. During any pending notice period following a notice of termination issued under Section 4.02(i) of the Reinsurance Agreement, Managing General Agent shall not increase its monthly rate of new and renewal production as measured by the average monthly rate of production of new and renewal business for the six (6) months prior to the date of such notice of termination.

2.2 The Managing General Agent has the authority to accept Policies complying with the Underwriting Guidelines, as follows:

(1) the Policies shall be on forms approved in advance by the Company;

(2) the Policies shall be written by or through duly licensed and appointed Producers or by the Managing General Agent where duly licensed and appointed;

(3) the rating methodology is as described under the Rating Approach provided in or through Exhibit A and the Underwriting Guidelines and principles provided in and through Exhibit B, which the Managing General Agent shall follow, and the Managing General Agent shall follow the agreed rating methodology to establish or modify rates;

(5) the only classes of business the Managing General Agent is authorized to produce and handle under this Agreement are the classes of business specified in Exhibit A (the Subject Business) as produced in accordance with Exhibit A (the Rating Approach) and Exhibit B (the Underwriting Guidelines);

(6) the maximum limits of liability for Policies to be produced pursuant to this Agreement are set forth in the Underwriting Guidelines;

(7) the Managing General Agent may issue Policies under this Agreement only to insured residents in the states in which business is permitted to be produced under the Reinsurance Agreement and Exhibits A and B;

(8) the Managing General Agent shall only cancel Policies as set forth in the policy form for the Policies produced hereunder or as otherwise permitted by applicable law and in accordance with Article 11 of the Reinsurance Agreement;

(9) the maximum term for any Policy issued hereunder shall be as set forth in the Underwriting Guidelines;

(10) the Managing General Agent shall employ all commercially reasonable and appropriate measures to control and keep a record of the issuance of the Company's Policies hereunder, including, but not limited to, keeping records of Policy numbers issued and maintaining Policy inventories; and

(11) the excluded risks are those set forth in the Underwriting Guidelines.

In underwriting Policies, the Managing General Agent shall follow the Underwriting Guidelines. The Managing General Agent shall not solicit or accept proposals or bind the Company for insurance coverage on any business not specifically included as a class of business set forth on the Subject Business.

2.3 The Managing General Agent shall have the authority to cancel or non-renew Policies, subject to requirements of applicable law and the terms and conditions of this Agreement and the relevant Policies and in accordance with Article 11 of the Reinsurance Agreement. The Company shall not be responsible for the cancellation or non-renewal of Policies, but may, in its sole discretion, choose to do so, subject to applicable laws and regulations. Cancellation authority shall be exercised by the Managing General Agent only for causes inherent in the particular risk and shall not be construed as authority to make general or indiscriminate cancellations or replacement of the Policies with those of another insurance company, except upon specific written instructions from the Company.

2.4 The Managing General Agent has the authority to receive and collect premiums, fees, and salvage and subrogation and to retain commissions and other compensation out of such collected premiums, subject to the terms and conditions of this Agreement. In addition, the Managing General Agent has the authority to collect payments for losses, loss adjustment expenses and other amounts due from the Reinsurer but shall promptly send a report to the Company

concerning such transactions.

2.5 The Managing General Agent or its designated and approved claims handler shall have the authority to set case loss and loss adjustment expense reserves, set or determine incurred but not reported ("IBNR") reserves, adjust, and pay claims on behalf of the Company with respect to the Policies in accordance with the terms of this Agreement, the Policies, the Reinsurance Agreement and applicable law. Notwithstanding the foregoing, the Company may, but shall not be obligated to, establish its own reserves and IBNR reserves and publish the same in its financial statements. The Managing General Agent hereby indemnifies the Company for any loss or liability arising out of the Managing General Agent's or its designated claims handlers' handling and settling of claims in excess of amounts payable under the express terms of the Policies, without duplication of amounts recovered by the Company under the Reinsurance Agreement in respect thereof, except where such claim is settled at the direction of Company.

2.6 The Managing General Agent shall not act as a reinsurance intermediary broker in any jurisdiction unless it possesses any required license with respect to such jurisdiction, or is otherwise exempt from licensure. The Managing General Agent, as reinsurance intermediary- broker, shall:

(1) render accounts to the Company detailing all material transactions, including information necessary to support all commissions, charges and other fees received by, or owing, to the Managing General Agent, and remit all funds due to the Company within thirty (30) days of receipt;

(2) hold all funds collected for the Company's account in the Premium Escrow Account in a fiduciary capacity in a qualified United States financial institution;

(3) keep a complete record for each transaction for at least ten (10) years after expiration of each contract of reinsurance transacted by the Managing General Agent, showing:

(A) Type of contract, limits, underwriting restrictions, classes or risks and territory;

(B) Period of coverage, including effective and expiration dates, cancellation provisions and notice required of cancellation;

(C) Reporting and settlement requirements of balances;

(D) Rate used to compute the reinsurance premium;

(E) Names and addresses of assuming reinsurers;

(F) Rates of all reinsurance commissions, including the commissions on any retrocessions handled by the Managing General Agent;

(G) Related correspondence and memoranda;

(H) Proof of placement;

(I) Details regarding retrocessions handled by the Managing General Agent including the identity of retrocessionaires and percentage of each contract assumed or ceded;

(J) Financial records, including but not limited to, premium and loss accounts;

and

(K) When the Managing General Agent procures a reinsurance contract on behalf of a licensed ceding insurer: (i) directly from any assuming reinsurer, written evidence that the assuming reinsurer has agreed to assume the risk; or (ii) if placed through a representative of the assuming reinsurer, other than an employee, written evidence that the reinsurer has delegated binding authority to the representative.

2.7 The Managing General Agent may not sub-delegate binding authority to issue Policies on behalf of the Company to any broker, agent, managing general agent or any other Producer without the prior written consent of the Company, which shall not be unreasonably withheld, conditioned or delayed.

2.8 The Managing General Agent agrees to comply with, and to implement and maintain a commercially reasonable compliance protocol relating to, the USA Patriot Act, Federal Violent Crimes Control Act, and all applicable federal laws and regulations applicable to its activities under this Agreement governing the identification of customers and insureds and the handling of funds and the business conducted under this Agreement. The Managing General Agent agrees to require the same from all Producers, adjusters, or other third parties with whom it may contract to perform all or any part of its functions under this Agreement.

2.9 The Managing General Agent shall not permit its Producers to serve on the Company's board of directors, jointly employ an individual who is employed by the Company or appoint a sub- managing general agent.

2.10 The parties acknowledge, understand and agree that the Managing General Agent is an agent of the Company and not the Reinsurer, and that there are acts of the Managing General Agent which may be required by applicable law to be performed on behalf of the Company. Notwithstanding the generality of the foregoing, the Reinsurer shall be solely responsible for the acts of the Managing General Agent and shall ultimately assume the business, credit or insurance risk (save the risk of the Reinsurer's insolvency) of such acts of the Managing General Agent under the Reinsurance Agreement.

2.11 The Managing General Agent is authorized to designate one or more third party claims administrators or independent claims adjusters through whom claims arising in connection with the Policies bound pursuant to this Agreement shall be adjusted. The selection of such third party clams administrators or independent claims adjusters, as applicable, by the Managing General Agent shall be subject to prior written approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed. Such third party clams administrators or independent claims adjusters, as applicable, are the agents of the Company but the Company shall be held harmless and indemnified by the Managing General Agent for any liability, claim, demand, expense and/or cost of whatever kind or character as a result of, related to or connected with any action or inaction of such claims adjusters; except however in any instance and to the extent where the conduct giving rise to the allegation related to any such liability, claim, demand, expense and/or cost was performed at the specific written direction of the Company.

2.12 The Managing General Agent may not pay or commit the Company to pay a claim over a specified amount, net of reinsurance, which exceeds one percent (1%) of the Company's policyholder surplus as of December 31 of the last completed calendar year without prior approval of the Company. Within ninety (90) days after the end of a calendar year, Company shall notify

the Managing General Agent in writing of the Company's policyholder surplus for such calendar year.

2.13 The Managing General Agent understands and agrees that it has no power or authority granted to it by the Company independent of this Agreement and the Reinsurance Agreement, and that this Agreement and the Managing General Agent's authority hereunder shall cease immediately upon termination, for any reason, of this Agreement or of the Reinsurance Agreement (excepting only the Managing General Agent's responsibilities with regard to runoff and other matters as set forth herein or in the Reinsurance Agreement).

2.14 The Managing General Agent, if, as and when to the extent applicable law requires, shall provide notice to the Texas Department of Insurance (the "TDI") on forms prescribed by the TDI, any reports and/or notices required by Texas Insurance Code § 4053.108 as amended, including, without limitation, timely filing such forms within thirty (30) days or such other period as permitted by law after the occurrence of any of the following events:

(1) balances due to the Company for more than ninety (90) days that exceed:

(A) $1,000,000; or

(B) ten percent (10%) of the Company's policyholder surplus, as reported in the Company's annual statement filed with the TDI and shared with the Managing General Agent;

(2) balances due for more than sixty (60) days from a Producer appointed by or reporting to the Managing General Agent that exceed $500,000;

(3) authority to settle claims for the Company is withdrawn;

(4) money held for the Company for losses is greater than an amount that is $100,000 more than the amount necessary to pay the losses and loss adjustment expenses expected to be paid on the Company's behalf within the next sixty (60)-day period; or

(5) this Agreement is canceled or terminated.

The parties further acknowledge that pursuant to Texas Insurance Code §§ 38.001 and 4053.102 as amended, this Agreement and any reports or records submitted under this Agreement may be subject to review by the TDI.

2.15 The Managing General Agent shall perform all obligations and actions contemplated to be performed by the Managing General Agent under the Reinsurance Agreement, which are incorporated herein by reference.

2.16 The Managing General Agent and the Company shall establish one or more accounts for the payment of claims in an FDIC-insured bank (whether one or more, the "Claims Account"). The Claims Account shall be in the name of, and shall constitute property of, the Company but the Managing General Agent may reasonably designate officers and employees with signing authority over such account solely for the payment of losses, claims and loss adjustment expenses under the Subject Business. The Managing General Agent shall, and shall cause its officers and employees to, only use such Claims Payment Account for the payment of losses, claims and loss adjustment expenses under the Subject Business that are reinsured under the Reinsurance

Agreement. The Managing General Agent shall establish reasonable controls, policies and procedures designed to ensure that the Claims Payment Account is only used for such purposes. The Claims Account shall be funded by monthly withdrawals from the Trust Account under the Reinsurance Trust Agreement by the Company at the written request of the Managing General Agent, following submission to the Company of a certificate of the Managing General Agent certifying the Managing General Agent's reasonable best estimate of the anticipated amount required to pay losses, claims and loss adjustment expenses under the Subject Business for the next calendar month, after giving effect to any amounts already on deposit in the Claims Account.

ARTICLE 3 – COMPENSATION AND FEES

3.1 The Managing General Agent's compensation shall be as set forth in Exhibit C (the "MGA Commission"). Within forty-five (45) days after the end of a calendar month, the Managing General Agent shall provide the Company with a statement of the reasonable, documented, out- of-pocket costs of providing services under this Agreement for such calendar month. If the amount of such reasonable, documented, out-of-pocket costs exceeds the MGA Commission paid to the Managing General Agent during such time period, the Company shall pay the difference to the Managing General Agent within thirty (30) days after receiving the statement; provided, however, that the Managing General Agent may instead deduct such amounts from premiums received. If the amount of MGA Commission exceeds the reasonable, documented, out-of-pocket costs during such time period, the Managing General Agent shall remit the difference to the Company within thirty (30) days after sending the statement. Notwithstanding the foregoing, in no event shall the MGA Commission or any amount payable to the Managing General Agent under this Agreement exceed, individually or in the aggregate, the aggregate amount of gross written premium for the Subject Business less any return premiums and commissions and any fronting or ceding fee payable to the Company under the Reinsurance Agreement, the true intent of this Agreement and the Reinsurance Agreement being that the Company shall always be entitled to receive and retain fronting or ceding fee, without deduction for any amounts payable to the Managing General Agent, the Reinsurer or any third party.

3.2 The MGA Commission due to the Managing General Agent hereunder from the Company, and any costs and expenses of the Managing General Agent contemplated to be borne by the Company hereunder, shall only be payable from the policy premiums, fees and other consideration collected by the Managing General Agent hereunder on behalf of the Company. In no event shall the Company be liable to make payment of such amounts from any of its other assets, including without limitation its fronting or ceding fees under the Reinsurance Agreement.

3.3 In the event there is no Producer to receive the designated commission on a Policy, the Managing General Agent may retain such commission.

3.4 The MGA Commission and Exhibit C may be amended from time to time upon mutual agreement of the Company and the Managing General Agent without otherwise affecting the other terms and conditions of this Agreement.

ARTICLE 4 – ACCOUNTING AND RECORDS

4.1 The Managing General Agent shall provide and maintain all necessary books, records, Policies, underwriting files, claim files, dailies and correspondence with policyholders, and accounts of all business and transactions pertaining to the Policies in order to determine the amount of liability of the Company and the amount of premiums due the Company ("Books and Records") for a minimum of seven (7) years or until the completion of a financial examination by

the Wisconsin Office of the Commissioner of Insurance (the "OCI") or the TDI, whichever is longer. The Company shall have access to, and the right to copy, all Books and Records related to its business in a form usable by the Company. All such Books and Records shall be maintained separately from the records of any other insurer and in a form usable to insurance regulatory authorities in accordance with the National Association of Insurance Commissioners ("NAIC") Accounting Practices and Procedures Manual. Subject to Article 18 – Confidentiality, both the Company and the Managing General Agent shall receive a copy of the Books and Records, at the Managing General Agent's expense, within thirty (30) days following the cancellation or termination of this Agreement.

4.2 The Managing General Agent shall timely transmit to the Company appropriate data from electronic claim files and/or make available to the Company on a read only basis electronic access to the Managing General Agent's electronic claim files. In addition, the Managing General Agent shall, at the Company's request and expense, send a copy of the claim file to the Company as soon as it becomes known that the claim: (i) has equaled or exceeded or has the potential to equal or exceed an amount which is one-half percent (0.5%) of the Company's policyholder surplus as of December 31 of the immediately preceding calendar year or exceeds the limit set by the Company, whichever is less, (ii) involves a coverage dispute, (iii) may exceed the Managing General Agent's claims settlement authority, (iv) is open for more than six (6) months; or (v) is closed by payment of an amount equal to or greater than one-half percent (0.5%) of the Company's policyholder surplus as of December 31 of the immediately preceding calendar year.

4.3 All claim files shall be the joint property of the Company and the Managing General Agent; provided, however, that upon an order of liquidation of the Company, the claim files shall be the sole property of the Company or its estate; provided however, in such an event, the Managing General Agent shall be afforded reasonable access to and the right to copy the files on a timely basis. The Company may have reasonable access to and the right to copy the claim files on a timely basis. Any and all Policies and/or claim files required to be maintained pursuant to this Article 4 may be maintained in electronic data storage form accessible by computer and if so stored in this fashion, no physical copy of such items need be maintained. Where electronic claims files are maintained, any data from such files requested or required by the Company shall be provided at the Managing General Agent's expense within forty-five (45) days or less if so requested by the Company, provided that such request is based upon a legitimate business need. Upon request of the Company, prior to or after the termination of this Agreement, the Managing General Agent shall provide to the Company, at the Managing General Agent's sole cost and expense, electronic copies of any and all data related to the Subject Business in a format specified by the Company. The Managing General Agent agrees to provide to the Company immediately upon its request, the location of and access to all records not stored in the office of the Managing General Agent, including any authorization, login, password or other information necessary to provide access to the Company on a read-only basis. The term "read-only basis" whenever used herein shall include the ability of the Company to make copies. The Managing General Agent shall secure a waiver of any lien in favor of a lender, landlord or other creditor which might attach to the records, physical or electronic, including any storage device for those records, in the event of any default by the Managing General Agent in order to ensure that the Company has access to all records and data associated with the Policies under the terms of this Agreement. Further, the Managing General Agent shall ensure any vendor or other third party acknowledges and agrees that the Company, at no expense to the Company, shall have use of any data, information, reports, files or statistics provided prior to or after the termination of this Agreement.

4.4 The Managing General Agent shall prepare separate, itemized, monthly statements for each Producer on the business placed by such Producer through the Managing General Agent,

and furnish such Producer with an IRS Form 1099 each year when required.

4.5 All records applicable to the Company's business shall be open for inspection and/or audit upon five (5) business days' prior written notice at all reasonable times by the Company, its reinsurers, insurance department personnel or other governmental authorities. The Managing General Agent shall retain records in accordance with ss. Ins 6.61 and 6.80 of the Wisconsin Administrative Code. The Company's right to inspect and audit the Managing General Agent's records related to the Company's business shall survive termination of this Agreement.

4.6 Subject always to Article 18 – Confidentiality, upon request and pursuant to regulatory requirements, the Managing General Agent shall provide access to the Company or the Company's designated accountant and/or statistical agent on a read-only basis, copies of all applications, binders, Policies, daily reports, monthly reporting forms and endorsements issued by or through licensed Producer(s), including all other evidence of insurance written, modified or terminated.

4.7 [RESERVED]

4.8 At renewal of any Policy issued by the Managing General Agent, the Managing General Agent shall be responsible to the insured for the renewal or non-renewal of the Policy and shall timely communicate any renewal quote or notice of non-renewal to the insured to preclude the extension of coverage beyond the expiration date of the current in-force Policy.

4.9 Either party shall have the right, upon at least five (5) business days' prior written notice, to audit the records and procedures of the other party that relate directly to its performance of this Agreement subject to all applicable legal privileges, including, without limitation, the attorney- client privilege and attorney work product doctrine. This audit must be conducted during normal business hours, and may be conducted by the auditing party or by its appointed representatives. Both parties shall maintain and present for audit all appropriate records for the current year and the prior calendar year relevant to the subject of this Agreement, and to its performance thereunder. The parties acknowledge that they may be restricted from access to information that is unrelated to this Agreement. The parties shall at all times comply with the other party's security procedures then in effect, including limiting access to personal, or personally identifiable, information. In no case may either party review non-billable expenses, business strategy, or other information of the other party that is unrelated to this Agreement. Representatives of the party being audited have the right to be present at all times during any audit, and the parties shall cooperate in advance of the audit to plan and coordinate the audit process.

4.10 The parties acknowledge that the Managing General Agency may be subject to examination pursuant to Texas Insurance Code § 4053.107 and Wis. Adm. Code § 42.06. The Managing General Agent represents and warrants to the Company that the Underwriting Guidelines, and all amendments proposed by the Managing General Agent thereto, are and will be in compliance with all requirements of Wisconsin law. In the event Underwriting Guidelines are not compliant with Wisconsin Law, the Managing General Agent shall propose, agree to and comply with such amendments as are required to comply with Wisconsin law, and comply with Wisconsin Law in such regards during any interim period before appropriate amendments are executed.

4.11 The Managing General Agent has a written record retention policy and disaster recovery plan in compliance with applicable law and shall provide the Company a copy of such policy and plan upon written request.

4.12 The Managing General Agent shall maintain adequate accounting procedures and systems, at no cost or expense to the Company, and shall provide to the Company on a read- only basis statistics in a timely manner for all reporting requirements under the Reinsurance Agreement or as shall be required from time to time by the OCI or any other applicable governmental agency or authority. Such statistical information shall be provided to the Company by the Managing General Agent at the Managing General Agent's sole cost and expense.

4.13 Should any state insurance department make a request to the Company for any data required to comply with a statistical data call, the Managing General Agent shall be solely responsible to provide the Company with such data. Should the request from such state insurance department require the Company to contract the services of an outside source, such as an actuarial firm, to compile the data required, the Managing General Agent shall be responsible for its proportionate share of the total cost for services rendered. If required by the applicable insurance regulatory authority, the Managing General Agent shall provide, at the Managing General Agent's expense, (i) an independent actuarial opinion attesting to the adequacy of loss reserves established for losses incurred and outstanding on business produced hereunder, and (ii) an independent financial examination in either case in a form acceptable to such insurance regulatory authority.

ARTICLE 5 – MANAGING GENERAL AGENT'S REPORTS AND REMITTANCES

5.1 The Managing General Agent shall submit a report to the Company, within forty-five (45) days after the end of each calendar month, summarizing the business transacted under this Agreement during such month. As used in this Agreement, the term "net collected premium" is defined as the total of all currently collected premiums (including down payments) on Policies written by the Managing General Agent pursuant to this Agreement less return premium and cancellations. Such report shall include the following items:

(1) Net written premium, net earned premium and net collected premium;

(2) Policy and service fee revenue and Policy and service fees collected (if different);

(3) Premium taxes on net written premium and Policy and service fees;

(4) Reinsurance Agreement ceded commissions due to the Company;

(5) Any regulatory assessments levied upon the Company;

(6) Producer's commissions;

(7) MGA Commission;

(8) Losses paid less recoveries and salvage;

(9) Loss adjustment expenses paid;

(10) Outstanding loss reserves (without IBNR);

(11) Outstanding loss expense reserves (without IBNR), which shall be reported as zero;

(12) Unearned premium reserve and earned premium; and

(13) Reconciliation of Premium Escrow Account.

There are no management fees to be reported.

5.2 During the term of the Reinsurance Agreement and to the extent contemplated thereby, the Managing General Agent shall remit the balance of the account (premium and fees minus commissions and other Managing General Agent and Producer compensation, losses and loss adjustment expenses), plus premium taxes and other regulatory assessments, directly to the Reinsurer net of the Company's commission under the Reinsurance Agreement which shall be paid to the Company, within forty-five (45) days after the end of the calendar month for which the report is rendered.

5.3 In addition to the return of premium and fees, the Managing General Agent shall refund commissions on Policy cancellations, reductions in premiums or any other return premiums at the same rate at which such commissions were originally retained.

5.4 In the event a refund or discount is ordered by the OCI or other applicable regulatory authority, the Managing General Agent shall refund or discount at the same rate at which such commissions were originally retained.

5.5 The parties may, as mutually agreed, alter the frequency and/or content of the Managing General Agent's report; provided, however, such report frequency and/or content meets minimum legal and regulatory requirements.

5.6 The omission of any item(s) from a monthly report shall not affect the responsibility of either party to account for and pay all amounts due the other party, nor shall it prejudice the rights of either party to collect all such amounts due from the other party.

5.7 The Managing General Agent shall annually furnish to the Company the following summary information in such form as to enable the Company to record such information in its annual statement:

(1) summaries, with data segregated by major classes, of net written premium, gross loss paid, net salvage, subrogation and adjusting expenses paid during the year; and

(2) unearned premium running twelve (12) months or less from the Policy inception date.

5.8 The Managing General Agent agrees to furnish to the Company any additional reports necessary to provide the Company's monthly, quarterly, and/or annual statements to regulatory authorities and rating agencies, including all required statistical reporting.

5.9 If required by applicable law, annually on or before June 30, the Managing General Agent shall furnish to the Company audited financial statements of Bowhead Insurance Holdings LP, including consolidating schedules of the Profit and Loss and Balance Sheet Statements for Bowhead Insurance Holdings LP.

5.10 [RESERVED]

5.11 The Managing General Agent shall timely prepare for the Company's review and filing all reports, statements, documents and other filings related to the Policies, this Agreement and the

Reinsurance Agreement required from time to time by governmental and regulatory agencies, or as otherwise required for compliance with applicable law.

5.12 The Managing General Agent shall timely provide the Company with any data required by the OCI, or otherwise required for compliance with applicable law.

5.13 The Managing General Agent shall return any unearned premium due insureds or other persons on the Subject Business from the Premium Escrow Account.

ARTICLE 6 – EXPENSES

6.1 The Managing General Agent is solely responsible for and shall promptly pay all expenses attributable to the production and servicing of the Subject Business outlined in this Section 6.1, and the Company and the Reinsurer shall not be responsible for such expenses. The Managing General Agent's sole compensation shall be the amounts payable to the Managing General Agent in Article 3 of this Agreement. These expenses include but are not limited to:

(1) salaries, bonuses and all other benefits of all employees of the Managing General Agent;

(2) transportation, lodging, and meals of employees of the Managing General Agent;

(3) postage and other delivery charges;

(4) advertising and exchange;

(5) printing of all policies, forms and endorsements;

(6) EDP hardware, software, and programming;

(7) countersignature fees or commissions;

(8) license and appointment fees for Producers;

(9) adjustment expenses, including applicable sales tax, if any, arising from claims on insurance written under this Agreement;

(10) provision of office space, equipment and other facilities necessary for the operation of the Managing General Agent;

(11) legal, audit, and other expenses, including solicitors' fees and fines and administrative penalties relating to any rate filing, regulation, or rules affecting the business of the Managing General Agent pursuant to this Agreement;

(12) all state, federal and local taxes of Managing General Agent, excluding however, any premium taxes, any fees, charges, and assessments relating to the Policies, and payment of surplus lines taxes and stamping fees, boards, fees and bureaus out of premium if applicable, and for filing of all surplus lines affidavits required by state insurance departments or stamping offices, in each case which shall be payable by the Company;

(13) all runoff expenses under Section 14.8;

(14) clerk hire fees;

(15) exchange fees; and

(16) any other agency expenses whatsoever.

6.2 Except for such fees and expenses for which Managing General Agent is expressly responsible hereunder, the Company is solely responsible for all direct fees and expenses incurred by the Company attributable to the Policies produced under this Agreement, including:

(1) salaries and all other benefits of all employees of the Company;

(2) transportation, lodging, and meals of employees of the Company; and

(3) cost of reinsurance.

ARTICLE 7 – PREMIUM ESCROW ACCOUNT

7.1 The Managing General Agent shall accept and hold all premiums collected and other funds relating to the Subject Business in a fiduciary capacity and shall properly account for such funds as required by applicable laws and regulations and this Agreement. The privilege of retaining commissions shall not be construed as changing the fiduciary capacity. Funds held by the Managing General Agent in a fiduciary capacity may be subject to audit by regulatory authorities.

7.2 The Managing General Agent assumes responsibility for, and shall promptly pay, the net written premium currently due on Policies issued by the Managing General Agent on behalf of the Company to the Reinsurer, subject to any deductions provided herein and in the Reinsurance Agreement.

7.3 The Managing General Agent shall establish and maintain one or more separate premium escrow accounts with the title containing "**Bowhead Specialty Underwriters, Inc.**" (whether one or more, the "Premium Escrow Account"). The Premium Escrow Account shall be established with a bank that is a member of the federal reserve system and has its accounts insured by the Federal Deposit Insurance Corporation. All premiums collected by the Managing General Agent on the Subject Business shall be deposited promptly into the Premium Escrow Account. Within forty-five (45) days after each month end, the Managing General Agent shall provide the Company with a copy of the bank reconciliation and supporting bank statement and other documents for the Premium Escrow Account. To satisfy the foregoing obligation, the Managing General Agent may grant the Company online, read-only online access to the Premium Escrow Account, subject to Article 18.

7.4 The Managing General Agent shall maintain signature authority on the Premium Escrow Account. The Managing General Agent shall, upon the reasonable request of the Company, provide information to the Company relating to the Premium Escrow Account.

7.5 The Managing General Agent shall hold all money in the Premium Escrow Account on behalf of an insured or insurer in a fiduciary capacity and shall properly account for that money as required by law.

7.6 Interest income from the Premium Escrow Account, and the cost of maintaining the

Premium Escrow Account, shall belong to the Managing General Agent.

7.7 The Premium Escrow Account funds may be invested only in:

(1) checking, savings, or money market accounts;

(2) certificates of deposit;

(3) United States Treasury bills, notes or bonds; or

(4) other investments approved in writing by the Company.

7.8 The Managing General Agent may use any and all premium and other funds collected by the Managing General Agent for and on behalf of the Company under this Agreement solely for the payment of:

(1) premium balances due less deductions allowed in this Agreement;

(2) the return of unearned premiums arising due to cancellation or endorsement;

(3) the Managing General Agent's and Producer(s) commission;

(4) the Company's fronting or ceding fee under the Reinsurance Agreement;

(5) losses and loss adjustment expenses;

(6) premium taxes;

(7) amounts due the Reinsurer under the Reinsurance Agreement; or

(8) such other items as required by law.

7.9 The Company shall not be liable for any loss that occurs by reason of the default or failure of the bank in which an account is carried and such loss shall not affect the Managing General Agent's obligations under this Agreement.

7.10 If a dispute arises between the Managing General Agent and any third party (including any premium finance company, insured or Producer) regarding the applicability and/or amount of unearned premium to be returned to an insured for any Policy, the Managing General Agent shall notify the Company.

7.11 On termination of this Agreement, all amounts in the Premium Escrow Account shall be remitted to the Company net of sums due the Reinsurer (which shall be paid to the Reinsurer) and the MGA Commission.

ARTICLE 8 – CONTROL OF EXPIRATIONS

8.1 The use and control of expirations and renewals of policies written pursuant to this Agreement on all Subject Business (including, for the avoidance of any doubt, the use or exploitation of any lists of policyholders, brokers, Producers or sub-Producers with respect to any Subject Business written pursuant to this Agreement for renewals, marketing or other commercial revenue-producing activities) (the "Expiration and Renewal Rights") by the Managing General Agent or by the Producers appointed by the Managing General Agent shall remain the property

of the Managing General Agent to the extent allowed by applicable law and contracts, provided the Managing General Agent is not in material default under this Agreement and has rendered and continues to render timely accounts and payments of all premium and other funds for which the Managing General Agent may be liable to the Company.

8.2 The Managing General Agent shall be the broker of record on all Policies produced pursuant to or under this Agreement and the Company shall not refer to or communicate any such Expiration and Renewal Rights to any other agent, broker, producer or company. In the event the Managing General Agent is in material default of its obligations hereunder and does not cure such default as required by Section 14.3, the right to use such Expiration and Renewal Rights shall vest with the Company until such time as any such accounts have been rendered and such premiums remitted. Failure to pay premium because of good faith differences in the accounting records of Managing General Agent and the Company will not be considered a failure to pay and will not give rise to a right to terminate or suspend the Expiration and Renewal Rights by the Company.

8.3 The Managing General Agent assigns to the Company as security for, but not in payment of, the obligations of the Managing General Agent under this Agreement all sums due or to become due to the Managing General Agent from any insured(s) for whom the Managing General Agent or Producer(s) provided a Policy on behalf of the Company. In the event of the Managing General Agent's uncured material default of its obligations hereunder, the Company shall have full authority to demand and collect such sums and the Managing General Agent or Agent(s) shall not be entitled to any commissions and/or Policy fees on any premium so collected by the Company.

8.4 Subject to the forgoing limitations, the Managing General Agent pledges and/or grants to the Company a security interest in any and all of the Managing General Agent's Expiration and Renewal Rights, including but not limited to, the ownership and exclusive use of such Expiration and Renewal Rights, so as to further secure payment of any and all sums due the Company under this Agreement. The Company is entitled to file the relevant portions of this Agreement as a financing statement reflecting its security interest and may also assign any rights it acquires to the Reinsurer. In the event of material uncured default, the Company shall have the rights of the holder of a security interest granted by law, including but not limited to the rights of foreclosure to effectuate such security interest, and the Managing General Agent hereby agrees to surrender possession of any such Expiration and Renewal peaceably to the Company upon demand.

8.5. The Managing General Agent shall be solely responsible for procuring any renewal, extension, or new policy of insurance that may be required by any state or rule or regulation of any state insurance department with respect to Policies originally written directly for the Company. The Managing General Agent shall indemnify the Company and hold it harmless from any loss, damage, cost, claim or expense whatsoever that the Company may incur, or for which it may become liable, as a result of such Managing General Agent's failure, refusal or neglect to fulfill such responsibility. At renewal of any Policy issued by the Managing General Agent, the Managing General Agent shall be responsible to the insured for the renewal or non-renewal of the Policy and shall timely communicate any renewal quote or notice of non-renewal to the insured to preclude the extension of coverage beyond the expiration date of the current in-force Policy.

ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP

9.1 Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, or joint venture or partnership, between the Company and the Managing

General Agent, or between the Company and any employees, representatives or Producers of the Managing General Agent.

ARTICLE 10 – ADVERTISING

10.1 Any advertising is the responsibility of, and shall be in the name of the Managing General Agent or its affiliate(s). The Managing General Agent shall not publish, disseminate, broadcast, distribute or transmit any advertisement, solicitation or notice referring to the Company without first obtaining the written consent of the Company, which approval shall not be unreasonably withheld, conditioned or delayed. The Managing General Agent shall submit any such proposed advertisement, solicitation or notice to the Company for approval prior to its use. The Company shall have ten (10) business days to respond to the request for approval, following which, absent comment or direction from the Company, such proposed advertisement, solicitation or notice shall be deemed approved.

10.2 The Managing General Agent shall comply with all statutes and regulations pertaining to advertising, and establish and maintain records of any such advertising as required by the applicable laws of the states in which it is doing business.

10.3 Subject to the requirements set forth in Article 4, the Managing General Agent shall maintain a centralized and complete record of any advertising material used or disseminated by the Managing General Agent pertaining to the business of this Agreement, including but not limited to, any that includes the name of the Company or its affiliates, if so authorized as herein required. The Managing General Agent shall not issue or circulate any advertising, marketing or promotional material of any kind or in any media which misrepresents the terms, benefits, or advantages of any Policy issued by the Company, or which makes any misleading statement as to the financial security of the Company or its affiliates, or which otherwise would reasonably appear to be deceptive or misleading as to Company or its Policies, or which would be in violation of law.

ARTICLE 11 – PRODUCERS AND PRODUCER LICENSING

11.1 The Managing General Agent shall maintain current license(s) or certificate(s) of authority as required by law for the conduct of business pursuant to this Agreement under s. Ins 42.02 of the Wisconsin Administrative Code and s. 628.04 of the Wisconsin Statutes, as amended (the "Wisconsin Statutes") and in each other state or territory in which such licensing is required. In the event that the Managing General Agent's license in its resident state or in any other state or territory in which such licensing is required expires or terminates, for any reason, the Managing General Agent shall immediately notify the Company of such lapse, and shall move to promptly cure same. Until the Managing General Agent shall have remedied such lapse in licensing, the Company shall have the right to suspend or terminate the authority of the Managing General Agent to act in such jurisdiction under this Agreement.

11.2 The original source of all business produced under this Agreement shall be duly licensed and appointed Producers.

11.3 The Managing General Agent shall require that all Producers maintain appropriate license(s) to transact the type of insurance for which the Producer is appointed. The Managing General Agent shall bear sole responsibility to oversee the proper licensing of any Producer(s). Should any fines be levied against the Company as a result of the Managing General Agent accepting business from an unlicensed Producer, the Managing General Agent shall hold the Company harmless and reimburse the Company for any and all expenses so incurred including,

but not limited to, legal fees, fines and penalties. The Managing General Agent shall maintain in force a producer agreement with each Producer. Any and all agreements with Producer(s) shall be made directly between the Managing General Agent and such Producer(s) only. Such agreement shall look solely to the Managing General Agent for any and all commissions, expenses, costs, causes of action and damages that arise between the Managing General Agent and such Producer(s), including, but not limited to, extra contractual obligations, arising in any manner from actions or inactions by the Producer(s) or the Managing General Agent.

11.4 Any termination by the Managing General Agent of a Producer shall comply with any applicable contract and any applicable law or regulation in a jurisdiction where the Producer is appointed.

11.5 The Managing General Agent shall immediately notify the Company of any action or threatened action by any insurance or financial regulator against the Managing General Agent or if it becomes aware, of any Producer.

11.6 In the event the Managing General Agent provides access to electronic processing of applications or for customer service to Producers, including any electronic signatures by an insured, the Managing General Agent shall include in its agreement with the Producer written obligations of the Producer to:

(1) process all policy transactions and issue all applications on the Managing General Agent's website with the effective date and time accurately reflecting the same date and time that the Policy was bound;

(2) advise the applicant that the application will utilize an electronic signature process and the acceptance and use of such electronic signature must only be elected by the applicant. Producer shall also advise the applicant that the use of an electronic signature will not be denied legal effect or enforceability solely because it is in electronic form. The applicant may choose not to conduct transactions by electronic means;

(3) provide the applicant with a copy of the completed application, endorsements, exclusions, receipt and ID cards and retain a copy of all documents delivered to applicant in Producer's files; and

(4) not make, alter, waive, modify, misrepresent or discharge any of the terms or provisions set forth in a Policy, endorsement, application, binder or the Managing General Agent's website.

11.7 The Company, in its reasonable discretion upon reasonable prior written notice to the Managing General Agent, may terminate the appointment of any Producer.

ARTICLE 12 – CHANGE IN PRINCIPAL OFFICER OR DIRECTOR

12.1 The Managing General Agent shall give notice to the Company if there is a change in any principal officer and/or director of the Managing General Agent within thirty (30) days of its occurrence.

ARTICLE 13 – INDEMNIFICATION

13.1 The Managing General Agent shall indemnify and hold the Company harmless from any and all claims, demands, causes of action, damages, judgments and expenses (including, but not limited to, attorney's fees and costs of court) (collectively, "Indemnifiable Claims") which may be made against the Company and which arise, either directly or indirectly, in whole or in part, out of

(1) any material breach or violation of this Agreement or applicable law or regulation in any material respect by the Managing General Agent or any of its directors, officers, managers or employees; or

(2) the failure by the Managing General Agent or any of its directors, officers, managers or employees to properly discharge its or their material duties or obligations under this Agreement or to properly observe and comply with limitations of authorities under this Agreement; or

(3) in connection with any business underwritten or bound pursuant to this Agreement.

13.2 The Company shall indemnify and hold the Managing General Agent harmless from any and all Indemnifiable Claims which may be made against the Managing General Agent and which arise, either directly or indirectly, in whole or in part, out of any material breach or violation of this Agreement or applicable law or regulation in any material respect by the Company or any of its directors, officers, managers or employees.

13.3 The parties' respective obligations provided for in Sections 13.1 and 13.2 are intended to apply in addition to the parties' other obligations under this Agreement and shall survive termination of this Agreement.

13.4 To the extent that any court, regulator or arbitration panel finds that any portion of this Agreement is unenforceable, the parties' respective obligations provided for in Sections 13.1 and 13.2 shall otherwise remain in full force and effect and the parties shall otherwise remain fully liable to hold each other fully harmless for any and all liability arising out of this Agreement or any related agreement.

ARTICLE 14 – TERMINATION

14.1 This Agreement may be terminated at the beginning of any calendar quarter occurring on the date that is five (5) years after the Date of Determination (defined below) by either party providing written notice to the other at least one hundred eighty (180) days prior to such date. During the period from the date the Managing General Agent receives such notice of termination until such termination, the parties may discuss an extension or amendment of the terms of this Agreement. Any authority of the Managing General Agent shall terminate upon the date such notice of termination shall take effect, except as provided in Section 14.9 or provided otherwise in writing by the Company. Upon the request of the Company following termination, the Managing General Agent shall send, or cause to be sent, timely notices of nonrenewal or cancellation of Policies written under this Agreement, in accordance with applicable policy provisions and

applicable laws and regulations. For the purpose of this Agreement, the "Date of Determination" means the date of this Agreement.

14.2 This Agreement shall automatically and immediately terminate upon:

(1) any misappropriation or use in violation of this Agreement of funds or property of either party by the other party;

(2) either party (i) applying for, seeking, or consenting to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of itself or of all or a substantial part of its property or assets, (ii) becoming insolvent or admitting in writing its inability to pay its debts as such debts become due, (iii) making an assignment for the benefit of its creditors, (iv) commencing a voluntary case under, taking any action under, or seeking to take advantage of, the Bankruptcy Code (Title 11 of the United States Code), or any comparable law of any jurisdiction (foreign or domestic), or any other bankruptcy, insolvency, moratorium, reorganization or other similar law providing for the relief of debtors or affecting the enforcement of creditors' rights generally (collectively, "Bankruptcy Law"), or (v) acquiescing in writing to any petition filed against it in an involuntary case under any Bankruptcy Law;

(3) entry of any order for relief in an involuntary case under any Bankruptcy Law against either party;

(4) the insolvency or bankruptcy of the Company, or an order of liquidation of the Company by a state insurance department or court of competent jurisdiction;

(5) in the event of fraud, material misrepresentation, abandonment, or gross and willful misconduct on the part of the other party in connection herewith; or

(6) the cancellation or termination of the Reinsurance Agreement referred to in Section 2.2, except as provided in Section 14.8 and with respect to runoff as provided herein and in the Reinsurance Agreement.

14.3 The Company may terminate this Agreement by providing the Managing General Agent written notice in the event of the occurrence and continuation of one or more of the following events:

(1) the Managing General Agent ceases all business operations; or

(2) the Managing General Agent violates any representation, warranty, covenant, agreement or other provision of this Agreement in any material respect or takes any action or fails to take any action that constitutes a material breach of this Agreement or any provision hereof, and such violation or breach is not cured within thirty (30) days after the Company provides notice of such violation or breach to the Managing General Agent. The Company may suspend the underwriting authority of the Managing General Agent under this Agreement during the pendency of any cure period or of any dispute regarding the cause for termination.

In the event of the termination of this Agreement by the Company under Sections 14.2(1) or (5), or Section 14.3(2), any undisputed indebtedness of the Managing General Agent to the Company and all premiums in the possession of the Managing General Agent, or for the collection of which

the Managing General Agent is responsible, shall, notwithstanding any provisions herein to the contrary, become immediately due the Company.

14.4 The Managing General Agent may terminate this Agreement upon providing the Company written notice in the event of the occurrence and continuation of one or more of the following events:

(1) the Company ceases all its underwriting operations or exits the line(s) of business which constitute the Subject Business;

(2) the Company's A.M. Best rating falls below A-, and such rating is not restored within a stated period of time as agreed to by the parties;

(3) the expiration or termination of any licenses or certificates of authority held by the Company necessary for the Company to perform its obligations under this Agreement; provided, that the Company shall have forty-five (45) days to reinstate or obtain the required license(s) or certificate(s) of authority after discovery of such termination; or

(4) the Company violates any representation, warranty, covenant, agreement or other provision of this Agreement in any material respect or takes any action or fails to take any action that constitutes a material breach of this Agreement or any provision hereof, and such violation or breach is not cured within thirty (30) days after the Managing General Agent provides notice of such violation or breach to the Company.

14.5 [RESERVED].

14.6 In the event that the Company reasonably determines that the Managing General Agent is in material default hereunder, the Company may, at its sole discretion, suspend or limit the authority of the Managing General Agent. Such suspension or modification shall be effective upon notice from the Company. The right to solicit and place new business, or renew or modify existing business, may be suspended in the event of a material default by the Managing General Agent.

The term "default" means any material breach or material failure to comply with the terms and conditions of this Agreement and includes, but is not limited to, the following:

(1) failure to remit undisputed balances due as required by this Agreement;

(2) failure to adjust claims arising from any Subject Business produced under this Agreement in accordance with this Agreement, applicable law and the Policies; and

(3) failure to maintain Producer's license(s) or other authorizations as required by any public authority to conduct the Subject Business.

The Managing General Agent shall have thirty (30) days to cure any default hereunder upon receipt of written notice of such default from the Company.

14.7 The failure of the Company or the Managing General Agent to declare promptly a default or breach of any of the terms and conditions of this Agreement shall not be construed as a waiver of any of such terms and conditions, nor estop either party from thereafter demanding a full and complete compliance herewith. All waivers of any of the terms and conditions of this Agreement must be in writing and signed by the waiving party. The failure of either party to enforce any provision of this Agreement or to declare default will not constitute a waiver by either party of any such provision. The past waiver of a provision by either party will not constitute a course of conduct or a waiver in the future as to that same provision.

14.8 The Managing General Agent acknowledges the obligation to runoff the Subject Business written under this Agreement solely at its expense until the final expiration or cancellation of all Policies and the final resolution of all claims. The runoff obligations of the Managing General Agent include, without limitation, handling all claims, handling and servicing all Policies through their natural expiration, together with any Policy renewals required to be made by provisions of applicable law, whether or not the effective date of such renewal is subsequent to the effective date of termination of the Reinsurance Agreement, reporting, and remittance of funds to the Company in accordance with this Agreement.

In the event the Managing General Agent fails in a material manner to perform its obligations under this Section 14.8, the Company may assume those obligations at the expense of the Managing General Agent. In such event, the Company will then be authorized to exercise control over the Expirations and Renewals to effect the runoff of the business. The Managing General Agent agrees that if the Company administers the runoff of any Policy(ies) as a result of the failure or refusal of the Managing General Agent to effect administration of the Policies, (i) the Company will be entitled to indemnification pursuant to Article 13 of this Agreement for any expenses incurred by the Company relating to the runoff of the Policies; (ii) no commissions will be due to the Managing General Agent relating to any such Policies; and (iii) the Managing General Agent will take such actions and provide such assistance including, but not limited to, providing the Company with data, reports and software as necessary for the runoff of such business. The Managing General Agent agrees to execute and deliver, and to cause its officers, directors, members, managers, employees and contractors, to execute and deliver all documents and to provide all other information reasonably necessary for the Company to perform under this Section
14.8. Notwithstanding the termination of this Agreement, the provisions of this Agreement shall continue to apply to all unfinished business until all obligations and liabilities incurred by each party as a result of this Agreement have been fully performed and discharged. The term “runoff” as used herein shall mean, but not be limited to, confirming coverage under Policies, administering Policies and any required renewals thereof and endorsements thereto, providing reports to the Company as required by this Agreement, paying premiums to the Company and return premiums to policyholders, collecting all sums due, including return commissions from Producers, and such other activities as required of the Managing General Agent under this Agreement.

14.9 It is expressly agreed and understood that nothing in this Article 14 authorizes the Managing General Agent to write any new business under this Agreement should the Reinsurance Agreement terminate for new business, except the business that is required to be renewed or issued because of applicable law or regulation, as provided in Section 4.05 of the Reinsurance Agreement.

14.10 A party’s exercise of its right to terminate this Agreement shall not, for the avoidance of doubt and by itself, give rise to any right, claim, or cause of action against the other party for any loss of prospective profits, commissions, earnings or income.

ARTICLE 15 – REINSURANCE

15.1 The Managing General Agent shall not have the power to accept or bind risk on behalf of the Company other than as set forth herein, as set forth in the Reinsurance Agreement or as may be subsequently authorized by the Company. The Managing General Agent shall not knowingly cede, arrange, facilitate or bind reinsurance or retrocessions on behalf of the Company, commit the Company to participate in insurance or reinsurance syndicates, or collect a payment from a reinsurer or commit the Company to a claims settlement with a reinsurer.

15.2 All business coming within the scope of this Agreement shall be reinsured under the Reinsurance Agreement, as may be amended or renewed from time to time.

15.3 Any violation of the terms and/or conditions of the Reinsurance Agreement resulting in any diminution of the Reinsurer's liability to the Company shall be the sole responsibility of the Managing General Agent and the Managing General Agent shall indemnify and hold the Company harmless from any such liability.

15.4 In no event shall any breach or violation by the Managing General Agent of this Agreement preclude, invalidate or reduce the reinsurance coverage under the Reinsurance Agreement of any Policy produced by the Managing General Agent under this Agreement, including any failure of a Policy to comply with Exhibits A or B of this Agreement or Schedule A of the Reinsurance Agreement due to any action or omission of the Managing General Agent.

15.5 In the event the Reinsurer, or the Managing General Agent or its Producers, binds the Company for insurance coverage on insurance risks which are in violation of Exhibits A or B of this Agreement, or which are in excess of the policy limits set forth in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the terms of business specified in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the territory specified in Article I and Schedule A of the Reinsurance Agreement, and/or are excluded under Article I and Schedule A of the Reinsurance Agreement, whether intentional or not, the Reinsurer and the Managing General Agent will do such things and take such actions as may be necessary to reduce the Company's exposure to such risks and to hold the Company harmless against any liability or loss which may be incurred by the Company in excess hereof. At the Company's request, the Managing General Agent, in accordance with applicable law, and policy terms, shall cancel or not renew any risk bound that is not in conformance with this Agreement or the Reinsurance Agreement. Any such insurance coverage on insurance risks bound in violation of Exhibits A or B of this Agreement, or contrary to the limitations which are in excess of the policy limits set forth in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the classes of business specified in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the territory specified in Article I of the Reinsurance Agreement, and/or are excluded under Article I and Schedule A of the Reinsurance Agreement, whether intentional or not, shall be 100% reinsured and subject to the Reinsurance Agreement.

15.6 In the event the Reinsurance Agreement is terminated, the Managing General Agent shall take those actions necessary, including sending statutorily prescribed non-renewal notices to insureds in a timely manner to effectuate the intent that there be no renewals or new policies (but for those Policies required under applicable law to be renewed) after the termination of the Reinsurance Agreement.

ARTICLE 16 – COMPLAINTS

16.1 All written and oral complaints and requests for assistance filed with the Managing General Agent by any regulatory authority, insured, claimant or any other interested party to a Policy or claim are to be handled by the Managing General Agent as follows:

(1) the Managing General Agent shall maintain and make available for inspection by the Company, complaint logs of all written and oral complaints and requests for assistance filed with Managing General Agent or the Company by the any regulatory agency on behalf of or directly by an insured, claimant, or any other interested party to a Policy or claim;

(2) the Company will promptly notify the Managing General Agent of any such complaints it receives in respect of the Subject Business; and

(3) the Managing General Agent shall promptly research the circumstances of each complaint and provide the Company with a written reasonable explanation of the Managing General Agent's position and intention.

The Managing General Agent agrees that it will take such commercially reasonable steps to monitor, track and study its complaint activity on a routine basis for the purpose of minimizing valid complaints and reducing causes of complaints and to further promote reasonable service standards as may be set forth in writing by the Company and delivered to the Managing General Agent from time to time.

16.2 For all other complaints, the Managing General Agent is to maintain a log and complete records of each complaint and all supporting documentation in a form mutually agreed by the parties.

16.3 The Managing General Agent acknowledges its responsibility to timely address and eliminate complaints from policyholders and third parties.

16.4 The Company shall forward to the Managing General Agent all complaints and time- demand correspondence received by the Company relevant to the Managing General Agent on this Agreement in a timely manner.

16.5 The Managing General Agent shall reasonably cooperate, at its own expense, with any audit, investigation, inquiry or examination conducted by a regulatory authority against the Company, the Reinsurer or the Managing General Agent with regard to the Subject Business and promptly notify the Company of the same, and reasonably cooperate with the Company in connection therewith.

ARTICLE 17 – REQUIRED INSURANCE

17.1 For so long as this Agreement is in effect and for one (1) year after the expiration date of the last Policy produced by the Managing General Agent under this Agreement, the Managing General Agent or its affiliates shall purchase and maintain insurance of the following types and limits of liability under which the Managing General Agent shall be covered:

(1) errors and omissions insurance policy issued by insurers rated no less than "A-" by A.M. Best Company with a minimum limit per claim equal to $2,000,000 with a

retention or deductible of not more than $250,000, adjusting to a minimum limit per claim equal to $5,000,000 when premium volume exceeds $50,000,000 in any one annual period, whichever is greater.

(2) fidelity bond or other coverage for the loss, theft, defalcation, embezzlement, conversion or other misappropriation of funds handled by the Managing General Agent, including its officers and directors, with limits in an amount not less than $1,000,000 per occurrence, with a per occurrence deductible of not more than $250,000. At least thirty (30) days prior to the expiration, cancellation or modification of such insurance, the Managing General Agent or its insurer shall provide written notice to the Company .

(3) commercial general liability coverage ("CGL") with limits of not less than $2,000,000 each occurrence, $2,000,000 personal and advertising liability coverage and $4,000,000 general annual aggregate.

17.2 The Managing General Agent shall name the Company as an additional insured on its CGL policy. The coverage and limits for the Company as additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance maintained by or provided to the Company.

17.3 All insurance policies issued in compliance with this Article shall be endorsed to require that the Company be notified at least thirty (30) days in advance in the event of cancellation, non- renewal or material change in coverage of such policies.

17.4 The Managing General Agent shall provide the Company with valid certificates of insurance as required in this Article 17.

ARTICLE 18 – CONFIDENTIALITY

18.1 "Confidential Information" shall mean all information, whether or not reduced to written or recorded form, which (i) pertains to the Company or the Managing General Agent, any negotiations or business pertaining thereto, or any of the transactions either contemplates, including all financial, customer, and reinsurance information, and is not intended for general dissemination; (ii) is confidential or proprietary in nature (including any analyses, compilations, data, studies, notes, translations, memoranda, plans or other documents concerning the Company or any of its affiliates, any Nonpublic Information (as defined below), any Personal Information (as defined below) or any policyholder information), was provided to the party or its representatives by the Company or the Managing General Agent, as applicable, and relates directly or indirectly to either the Company or the Managing General Agent or the business of either; (iii) pertains to confidential or proprietary information of the Company or the Managing General Agent which has been labeled in writing as confidential or proprietary, or (iv) qualifies as non-public personal information or personal health information that is protected under state or federal law. The parties acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it by confidential envelope or communication, in order to preserve the confidential nature of the information. For purposes of this Section 18.1, the Company is not an affiliate of the Managing General Agent.

18.2 Except as required or compelled by a court of competent authority or other provision of applicable law, the parties shall each keep confidential and shall not disclose to others and shall

use reasonable efforts to prevent its affiliates, successors, and assigns, employees and agents, if any, from disclosing all Confidential Information to others, without the prior written consent of the entity owning it.

18.3 Information which: (i) is available, or becomes available, to the public through no fault or action by such party, its agents, representatives or employees; or (ii) becomes available on a non- confidential basis from any source other than the Company or Managing General Agent, as applicable, and such source is not prohibited from disclosing such information, shall not be deemed Confidential Information.

18.4 Confidential Information and all copies thereof shall remain at all times the property of the Company or the Managing General Agent, as applicable. Each party will, upon request and at the cost of the party owning the Confidential Information, promptly return any Confidential Information to the disclosing party. Confidential Information shall include any information exchanged by the parties under a non-disclosure agreement or other agreement executed in anticipation of this Agreement.

18.5 The parties each shall (i) keep Confidential Information confidential and (ii) only collect, use, process, and disclose Confidential Information for purposes of performing obligations hereunder, enforcing rights and remedies hereunder as provided herein, or complying with applicable law. The parties each agree to comply with all applicable state and federal laws and regulations relating to the confidentiality and/or privacy of any information obtained under this Agreement relating to insureds, claimants, or others. The Managing General Agent agrees to require the same obligations from all agents, adjusters, or other third parties with whom it may contract to perform all or any part of its functions under this Agreement. This provision applies to Nonpublic Information and Personal Information as well as all other Confidential Information shared pursuant to this Agreement. The parties each agree to comply with all Applicable Privacy Laws (as defined below) in the collection, storage, use, access, disclosure, processing, and transfer of Confidential Information subject to this Agreement. The parties each agree to implement administrative, physical and technical safeguards to protect any Confidential Information of the other that are no less rigorous than accepted industry standards applicable to regulated financial services entities and as are required by any data protection, privacy, or data security laws and regulations applicable to the other, the Confidential Information, or, with respect to the Confidential Information, the Company or its affiliates ("Applicable Privacy Laws"), and to ensure that all such safeguards, including the manner in which the Confidential Information is collected, accessed, used, stored, processed, transferred, disposed of and disclosed, comply with Applicable Privacy Laws, as well as the terms and conditions of this Agreement. The parties each agree to otherwise take all reasonable precautions and protections, including the creation and maintenance of written information security policies and procedures and adequately protected information technology systems, to safeguard and protect the confidentiality of the Confidential Information of the other in accordance with this Agreement and with any Applicable Privacy Laws. Consistent with and except as prohibited by this Agreement, the Managing General Agent shall be permitted to disclose Confidential Information to its affiliates and its and their respective consultants, attorneys, actuaries and auditors, subject to such parties being subject to professional or written contractual obligations of confidentiality, privacy, and security substantially similar to those provided in this Agreement.

(1) "Nonpublic Information" has the meaning set forth in New York Department of Financial Services 23 NYCRR 500.

(2) "Personal Information" shall mean (i) any "nonpublic personal information" as such term is defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder, (ii) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, household, or an individual's electronic device, such as name, signature, address, social security number, telephone number or other unique identifier, together with any other information that relates to an individual or household who has been so identified in any format whether written, electronic or otherwise, or (iii) as such term or similar terms (e.g., personal information, personally identifiable information) are defined in Applicable Privacy Laws.

18.6 In the event either party becomes aware of any Security Breach affecting such party, such party agrees to promptly, and within twenty-four (24) hours, notify the other of such Security Breach (with any such notification to include a detailed summary of the Security Breach that includes: data elements and number of records exposed/misused; estimates of the effects of such Security Breach; and the corrective actions to be taken), to cooperate with the other party and its affiliates and their respective representatives in investigating and remediating such Security Breach, and to use reasonable best efforts to immediately remedy such Security Breach and prevent any further Security Breach. The party subject to the Security Breach will reimburse the other party and its affiliates and their respective representatives for actual, reasonable, out of pocket costs incurred by such parties in responding to such Security Breach, including all actual, reasonable, out of pocket costs of notice and/or remediation. To the extent that such Security Breach resulted from any action or omission of a party or any breach by such party of its obligations under this Agreement, the party at such fault shall defend, hold harmless and indemnify the other party for any third party claims relating to such Security Breach. Neither party shall identify the other party in connection with any Security Breach without first obtaining such party's prior written consent. Each party further agrees to reasonably cooperate with the other party, at its own expense, in any litigation or other formal action as reasonably deemed necessary by the parties, relating to a Security Breach. If the Managing General Agent is subject to a Security Breach, then the Company reserves the right to require the Managing General Agent to implement commercially reasonable security measures and risk management procedures and requirements to resolve confidentiality and integrity issues relating to the Security Breach. "Security Breach" means any (i) actual or suspected unauthorized use, disclosure, access, acquisition of or any act or omission that compromises either the security, confidentiality or integrity of Confidential Information or Nonpublic Information or the physical, technical, administrative or organizational safeguards put in place by a party that relates to the protection of the security, confidentiality or integrity of Confidential Information or Nonpublic Information relating to this Agreement, (ii) receipt of a complaint in relation to the privacy practices of a party relating to this Agreement, or (iii) a party's breach or alleged breach of this Agreement relating to privacy practices.

18.7 With regard to: (i) the Company's Nonpublic Information and (ii) Information Systems (as defined in New York Department of Financial Services 23 NYCRR 500) that maintain, access, or process Nonpublic Information: the Managing General Agent shall comply with all requirements of 23 NYCRR 500 with regard to such Nonpublic Information and Information Systems in the same manner as is required of the Company as a covered entity under such regulations, except that the Managing General Agent shall not provide notices or filings to the Superintendent pursuant to Section 500.17 (unless the Managing General Agent independently is a "covered entity" as defined by 23 NYCRR 500). The Company has the right to periodically audit and assess the Managing General Agent's compliance with 23 NYCRR 500 upon reasonable advance notice.

The Managing General Agent shall use effective controls, including encryption of Nonpublic Information (both in transit and at rest), Multi-Factor Authentication (as defined by 23 NYCRR 500) and Risk-Based Authentication (as defined by 23 NYCRR 500), to protect against unauthorized access to Nonpublic Information and Information Systems. Multi-Factor Authentication must be utilized, at a minimum, for any individual accessing internal networks from an external network and for any remote access.

18.8 The Managing General Agent will not retain, use, or disclose Personal Information: (i) for any purpose other than to perform the services under this Agreement or (ii) outside of the direct business relationship between the Company and the Managing General Agent. The Managing General Agent shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Personal Information to any third party for monetary or other valuable consideration. The Managing General Agent certifies that it understands the restrictions on its processing of Personal Information as set forth in this Agreement and will comply with them.

18.9 The Managing General Agent shall cause each Producer to comply with the provisions of this Article 18.

18.10 The parties acknowledge that any failure to comply with the terms of this Article 18 will cause irreparable injury to the owner of the Confidential Information, and such party may enforce its rights under this Article by way of injunction and may obtain an injunction to enjoin or restrain any breach or threat of breach of any of these provisions. Article 18 shall survive the termination of this Agreement.

ARTICLE 19 – MISCELLANEOUS

19.1 The Managing General Agent is prohibited from offsetting balances due under this Agreement with any amount due under any other contract.

19.2 This Agreement (including, for the avoidance of doubt, any exhibits hereto) and the Reinsurance Agreement contain the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties hereto relating to such subject matter.

19.3 No amendments to or modifications of this Agreement shall be valid unless made in writing and executed by the Company and the Managing General Agent in the form of an amendment to this Agreement with a specified effective date.

19.4 The Company may not, directly or indirectly, assign its rights and obligations under this Agreement in whole or in part to any party without the prior written approval of the Managing General Agent. Except as provided in this Agreement, the Managing General Agent may not, directly or indirectly, assign or delegate its rights and obligations under this Agreement in whole or in part to any party without the prior written approval of the Company. The Managing General Agent agrees that its duties and obligations under this Agreement shall be due and owing also to the Company's successors and assigns.

19.5 Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural and any term stated in the masculine, the feminine, or the neuter gender shall include the masculine, the feminine, and the neuter gender. All captions and section headings are intended to be for purposes of reference only and do not affect the substance of the articles to which they refer. The terms hereof, herein, hereby, and derivative or

similar words will refer to this entire Agreement. The word “or” means “and/or” unless indicated otherwise by the context.

19.6 Each party hereto agrees to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

19.7 In the event that any of the provisions or portions thereof of this Agreement are held to be illegal, invalid or unenforceable by any court of competent jurisdiction or Arbitration, the validity and enforceability of the remaining provisions or portions thereof shall not be affected by the illegal, invalid or unenforceable provisions or by its severance here from giving effect to the extent possible of the original intent of the parties hereto as expressed in this Agreement as originally written.

19.8 Any and all notices required or permitted to be given under this Agreement shall be in writing and will be deemed given when personally delivering such notice or by sending it by a delivery service or by mailing it, certified mail, return receipt requested, to the parties' address as provided below.

To the Company:

Midvale Indemnity Company
6000 American Parkway
Madison, WI 53783
Attn: Thomas Hrdlick

To the Managing General Agent:

Bowhead Specialty Underwriters, Inc.
667 Madison Avenue, 5th Floor
New York, NY 10065
Attn: Office of General Counsel

19.9 The parties hereto hereby irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the courts of the federal courts located in the City of New York in the State of New York, for any lawsuits, actions or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, action or other proceeding except in such courts; (ii) agree and acknowledge that service of any process, summons, notice or document by mail to the address set forth in the notice provision herein shall be effective service of process for any lawsuit, action or other proceeding brought against such party in any such court; and (iii) waive any objection to the laying of venue of any lawsuit, action or other proceeding arising out of or relating to this Agreement in the courts of the City of New York in the State of New York and waive and agree not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

19.10 Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY WAIVES ITS RESPECTIVE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM ARISING FROM OR RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREUNDER.** The scope of this waiver is intended to encompass any and all disputes that may be filed in any court and that arise from or relate to the subject matter of this Agreement, including, without limitation, contract claims, tort

claims, breach of duty claims and all other common law and statutory claims. This waiver will apply to any subsequent amendments, renewals, supplements or modifications of or to this Agreement.

19.11 This Agreement has been made and entered into in the State of New York. This Agreement shall be governed by New York law, without regard to conflicts of law principles. As used in this Agreement the term "Applicable Law" shall include New York law, and other any law, rule, regulation, directive or judicial or administrative decision or order which applies to conduct of business under this Agreement.

19.12 This Agreement may be executed simultaneously in several counterparts, each of which will constitute one and the same instrument.

19.13 The parties mutually represent and warrant that they are not subject to any restrictive covenants that restrict their respective abilities to enter into this Agreement. The parties further represent and warrant to each other that neither they, as entities or licensees, nor, any of its owners, officers, directors, managers, members, employees or agents have been convicted of any state or federal felony involving dishonesty or breach of trust. The parties shall have a continuing obligation to notify each other in the event any owner, officer, director, manager, member, employee, or agent is convicted of such a crime, and provide the required written consent from the appropriate regulator regarding same that is compliant with all state and federal law.

19.14 Nothing in this Agreement shall be construed as requiring the Company to monitor the book of business which is the subject of the Reinsurance Agreement for the benefit of the Reinsurer.

19.15 The parties hereby acknowledge and agree that (i) each party and its counsel have reviewed and have had an opportunity to negotiate the terms and provisions of this Agreement and have contributed or have been offered the opportunity to contribute to their revisions; (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of them; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

19.16 This Agreement is not intended to confer upon any person other than the parties any rights or remedies hereunder.

[Signature Page Follows]

Company:	**Managing General Agent:**
MIDVALE INDEMNITY COMPANY	**BOWHEAD SPECIALTY UNDERWRITERS, INC.**
By: /s/ Michael Lorion	By: /s/ Matthew Crusey
Name: Michael Lorion	Name: H. Matthew Crusey
Title: President	Title: General Counsel
Date: May 23, 2024	Date: May 23, 2024

EXHIBIT A
SUBJECT BUSINESS

[Omitted]

EXHIBIT B
UNDERWRITING GUIDELINES

[Omitted]

EXHIBIT C
MGA COMMISSION

[Omitted]

Exhibit 10.6

Amended and Restated

Managing General Agency Agreement

between

Homesite Insurance Company

and

Bowhead Specialty Underwriters, Inc.

Dated as of May 23, 2024

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AMENDED AND RESTATED

MANAGING GENERAL AGENCY AGREEMENT

This Amended and Restated Managing General Agency Agreement (this "Agreement"), dated as of May 23, 2024, is made and entered into by and between **Homesite Insurance Company**, a Wisconsin corporation (the "Company"), and **Bowhead Specialty Underwriters, Inc**., a Delaware corporation (the "Managing General Agent").

WHEREAS, the Company is a duly licensed insurance company organized in the State of Wisconsin; and

WHEREAS, the Managing General Agent is a producer and a managing general agent organized in the State of Delaware with a resident license in the State of Texas and is a licensed agent or producer in all states for which it is granted authority hereunder; and

WHEREAS, the Managing General Agent has the requisite professional experience to perform all such functions as the parties shall agree the Managing General Agent may lawfully advise upon relating to the Subject Business described in this Agreement;

WHEREAS, the Company has entered into a reinsurance agreement reinsuring all business produced hereunder to American Family Mutual Insurance Company, S.I. ("AmFam"), and AmFam has entered into that certain Amended and Restated Quota Share Reinsurance Agreement with Bowhead Insurance Company, Inc. (the "Reinsurer") effective as of May 23, 2024, and any addenda or amendments thereto (the "Reinsurance Agreement"), pursuant to which the Reinsurer shall undertake to protect AmFam from loss or liability on coverage AmFam reinsures that is produced under this Agreement in exchange for reinsurance premiums agreed to by the Company and the Reinsurer; and

WHEREAS, the Company wishes to appoint the Managing General Agent to act as the managing general agent for the Company in the solicitation, underwriting, binding, issuance and administration of those types of insurance policies, endorsements, binders, certificates, proposals for insurance, or any other document that binds the Company to insurance coverage and/or reinsurance assumed from captive reinsurers pursuant to this Agreement (each, a "Policy") that the Company and the Managing General Agent plan to produce, bind and underwrite pursuant to the terms of this Agreement.

WHEREAS, the Company and the Managing General Agent entered into a managing general agency agreement dated as of February 1, 2021, and this Agreement amends and replaces that agreement in its entirety.

NOW, **THEREFORE**, the Company and the Managing General Agent, in consideration of the mutual promises, agreements, covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Company and the Managing General Agent agree as follows:

ARTICLE 1 - APPOINTMENT

1.1 The Company hereby appoints the Managing General Agent to act as its managing general agent, as that term is defined in s. Ins 42.01 of the Wisconsin Administrative Code as published under s. 35.93 of the Wisconsin Statutes (the "Wisconsin Administrative Code") and as a reinsurance intermediary-broker in accordance with Chapter Ins. 47 of the Wisconsin Administrative Code, and to conduct the business specified in the Subject Business attached hereto as Exhibit A, including all Policies currently reinsured under the Reinsurance Agreement but issued prior to the date hereof (the "Subject Business"). Exhibit A may be amended from time to time upon mutual written agreement of the Company and the Managing General Agent without otherwise affecting the other terms and conditions of this Agreement.

1.2 The Managing General Agent acknowledges and agrees that the Company's appointment of the Managing General Agent does not restrict in any manner the Company's right to appoint agents or managing agents to write any line or policy of insurance, or to directly write any line or policy of insurance.

1.3 All activities of the Managing General Agent pursuant to this Agreement shall be in compliance with the terms of the (i) Reinsurance Agreement, (ii) the Underwriting Guidelines and (iii) all applicable laws and regulations.

ARTICLE 2 - AUTHORITY AND RESPONSIBILITY OF MANAGING GENERAL AGENT

2.1 The Managing General Agent has the authority and duty to act as a managing general agent for the Company with regard to the Subject Business as described in Exhibit A and to perform its obligations hereunder in conformity with the underwriting and operating guidelines and pricing standards attached as Exhibit B (as amended from time to time, the "Underwriting Guidelines"). The Underwriting Guidelines may be amended from time to time by written agreement of the Parties, provided that (a) the Company shall not unreasonably withhold, delay or condition its agreement to any amendment to the Underwriting Guidelines proposed by the Managing General Agent and (b) the Managing General Agent shall not unreasonably withhold, delay or condition its agreement to any amendment to the Underwriting Guidelines proposed by the Company as required for this Agreement, the business produced hereunder, or the Company or any of its Affiliates to comply with applicable laws and regulations. The Managing General Agent's authority includes production, appointment, and supervision of duly licensed and appointed property and casualty producers and, where required by law, licensed surplus lines producers (collectively, "Producers") for or on behalf of the Company, as well as underwriting, accounting and claims handling under the terms of this Agreement. All acts of the Managing General Agent, insofar as the Company's business is concerned, are subject to the ultimate authority of the Company. Gross written premiums produced during a single calendar year shall not exceed, in the aggregate, the amount of gross written premium referenced as triggering a termination right under Section 4.02(h) of the Reinsurance Agreement, if and as amended by the parties to the Reinsurance Agreement. During any pending notice period following a notice of termination issued under Section 4.02(i) of the Reinsurance Agreement, Managing General Agent shall not increase its monthly rate of new and renewal production as measured by the average monthly rate of production of new and renewal business for the six (6) months prior to the date of such notice of termination.

2.2 The Managing General Agent has the authority to accept Policies complying with the Underwriting Guidelines, as follows:

(1) the Policies shall be on forms approved in advance by the Company;

(2) the Policies shall be written by or through duly licensed and appointed Producers or by the Managing General Agent where duly licensed and appointed;

(3) the rating methodology is as described under the Rating Approach provided in or through Exhibit A and the Underwriting Guidelines and principles provided in and through Exhibit B, which the Managing General Agent shall follow, and the Managing General Agent shall follow the agreed rating methodology to establish or modify rates;

(4) the only classes of business the Managing General Agent is authorized to produce and handle under this Agreement are the classes of business specified in Exhibit A (the Subject Business) as produced in accordance with Exhibit A (the Rating Approach) and Exhibit B (the Underwriting Guidelines);

(5) the maximum limits of liability for Policies to be produced pursuant to this Agreement are set forth in the Underwriting Guidelines;

(6) the Managing General Agent may issue Policies under this Agreement only to insured residents in the states in which business is permitted to be produced under the Reinsurance Agreement and Exhibits A and B;

(7) the Managing General Agent shall only cancel Policies as set forth in the policy form for the Policies produced hereunder or as otherwise permitted by applicable law and in accordance with Article 11 of the Reinsurance Agreement;

(8) the maximum term for any Policy issued hereunder shall be as set forth in the Underwriting Guidelines;

(9) the Managing General Agent shall employ all commercially reasonable and appropriate measures to control and keep a record of the issuance of the Company's Policies hereunder, including, but not limited to, keeping records of Policy numbers issued and maintaining Policy inventories; and

(10) the excluded risks are those set forth in the Underwriting Guidelines.

In underwriting Policies, the Managing General Agent shall follow the Underwriting Guidelines. The Managing General Agent shall not solicit or accept proposals or bind the Company for insurance coverage on any business not specifically included as a class of business set forth on the Subject Business.

2.3 The Managing General Agent shall have the authority to cancel or non-renew Policies, subject to requirements of applicable law and the terms and conditions of this Agreement and the relevant Policies and in accordance with Article 11 of the Reinsurance Agreement. The Company

shall not be responsible for the cancellation or non-renewal of Policies, but may, in its sole discretion, choose to do so, subject to applicable laws and regulations. Cancellation authority shall be exercised by the Managing General Agent only for causes inherent in the particular risk and shall not be construed as authority to make general or indiscriminate cancellations or replacement of the Policies with those of another insurance company, except upon specific written instructions from the Company.

2.4 The Managing General Agent has the authority to receive and collect premiums, fees, and salvage and subrogation and to retain commissions and other compensation out of such collected premiums, subject to the terms and conditions of this Agreement. In addition, the Managing General Agent has the authority to collect payments for losses, loss adjustment expenses and other amounts due from the Reinsurer but shall promptly send a report to the Company concerning such transactions.

2.5 The Managing General Agent or its designated and approved claims handler shall have the authority to set case loss and loss adjustment expense reserves, set or determine incurred but not reported ("IBNR") reserves, adjust, and pay claims on behalf of the Company with respect to the Policies in accordance with the terms of this Agreement, the Policies, the Reinsurance Agreement and applicable law. Notwithstanding the foregoing, the Company may, but shall not be obligated to, establish its own reserves and IBNR reserves and publish the same in its financial statements. The Managing General Agent hereby indemnifies the Company for any loss or liability arising out of the Managing General Agent's or its designated claims handlers' handling and settling of claims in excess of amounts payable under the express terms of the Policies, without duplication of amounts recovered by the Company under the Reinsurance Agreement in respect thereof, except where such claim is settled at the direction of Company.

2.6 The Managing General Agent shall not act as a reinsurance intermediary broker in any jurisdiction unless it possesses any required license with respect to such jurisdiction, or is otherwise exempt from licensure. The Managing General Agent, as reinsurance intermediary- broker, shall:

(1) render accounts to the Company detailing all material transactions, including information necessary to support all commissions, charges and other fees received by, or owing, to the Managing General Agent, and remit all funds due to the Company within thirty (30) days of receipt;

(2) hold all funds collected for the Company's account in the Premium Escrow Account in a fiduciary capacity in a qualified United States financial institution;

(3) keep a complete record for each transaction for at least ten (10) years after expiration of each contract of reinsurance transacted by the Managing General Agent, showing:

(A) Type of contract, limits, underwriting restrictions, classes or risks and territory;

(B) Period of coverage, including effective and expiration dates, cancellation provisions and notice required of cancellation;

(C) Reporting and settlement requirements of balances;

(D) Rate used to compute the reinsurance premium;

(E) Names and addresses of assuming reinsurers;

(F) Rates of all reinsurance commissions, including the commissions on any retrocessions handled by the Managing General Agent;

(G) Related correspondence and memoranda;

(H) Proof of placement;

(I) Details regarding retrocessions handled by the Managing General Agent including the identity of retrocessionaires and percentage of each contract assumed or ceded;

(J) Financial records, including but not limited to, premium and loss accounts; and

(K) When the Managing General Agent procures a reinsurance contract on behalf of a licensed ceding insurer: (i) directly from any assuming reinsurer, written evidence that the assuming reinsurer has agreed to assume the risk; or (ii) if placed through a representative of the assuming reinsurer, other than an employee, written evidence that the reinsurer has delegated binding authority to the representative.

2.7 The Managing General Agent may not sub-delegate binding authority to issue Policies on behalf of the Company to any broker, agent, managing general agent or any other Producer without the prior written consent of the Company, which shall not be unreasonably withheld, conditioned or delayed.

2.8 The Managing General Agent agrees to comply with, and to implement and maintain a commercially reasonable compliance protocol relating to, the USA Patriot Act, Federal Violent Crimes Control Act, and all applicable federal laws and regulations applicable to its activities under this Agreement governing the identification of customers and insureds and the handling of funds and the business conducted under this Agreement. The Managing General Agent agrees to require the same from all Producers, adjusters, or other third parties with whom it may contract to perform all or any part of its functions under this Agreement.

2.9 The Managing General Agent shall not permit its Producers to serve on the Company's board of directors, jointly employ an individual who is employed by the Company or appoint a sub- managing general agent.

2.10 The parties acknowledge, understand and agree that the Managing General Agent is an agent of the Company and not the Reinsurer, and that there are acts of the Managing General Agent which may be required by applicable law to be performed on behalf of the Company. Notwithstanding the generality of the foregoing, the Reinsurer shall be solely responsible for the

acts of the Managing General Agent and shall ultimately assume the business, credit or insurance risk (save the risk of the Reinsurer's insolvency) of such acts of the Managing General Agent under the Reinsurance Agreement.

2.11 The Managing General Agent is authorized to designate one or more third party claims administrators or independent claims adjusters through whom claims arising in connection with the Policies bound pursuant to this Agreement shall be adjusted. The selection of such third party clams administrators or independent claims adjusters, as applicable, by the Managing General Agent shall be subject to prior written approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed. Such third party clams administrators or independent claims adjusters, as applicable, are the agents of the Company but the Company shall be held harmless and indemnified by the Managing General Agent for any liability, claim, demand, expense and/or cost of whatever kind or character as a result of, related to or connected with any action or inaction of such claims adjusters; except however in any instance and to the extent where the conduct giving rise to the allegation related to any such liability, claim, demand, expense and/or cost was performed at the specific written direction of the Company.

2.12 The Managing General Agent may not pay or commit the Company to pay a claim over a specified amount, net of reinsurance, which exceeds one percent (1%) of the Company's policyholder surplus as of December 31 of the last completed calendar year without prior approval of the Company. Within ninety (90) days after the end of a calendar year, Company shall notify the Managing General Agent in writing of the Company's policyholder surplus for such calendar year.

2.13 The Managing General Agent understands and agrees that it has no power or authority granted to it by the Company independent of this Agreement and the Reinsurance Agreement, and that this Agreement and the Managing General Agent's authority hereunder shall cease immediately upon termination, for any reason, of this Agreement or of the Reinsurance Agreement (excepting only the Managing General Agent's responsibilities with regard to runoff and other matters as set forth herein or in the Reinsurance Agreement).

2.14 The Managing General Agent, if, as and when to the extent applicable law requires, shall provide notice to the Texas Department of Insurance (the "TDI") on forms prescribed by the TDI, any reports and/or notices required by Texas Insurance Code § 4053.108 as amended, including, without limitation, timely filing such forms within thirty (30) days or such other period as permitted by law after the occurrence of any of the following events:

(1) balances due to the Company for more than ninety (90) days that exceed:

(A) $1,000,000; or

(B) ten percent (10%) of the Company's policyholder surplus, as reported in the Company's annual statement filed with the TDI and shared with the Managing General Agent;

(2) balances due for more than sixty (60) days from a Producer appointed by or reporting to the Managing General Agent that exceed $500,000;

(3) authority to settle claims for the Company is withdrawn;

(4) money held for the Company for losses is greater than an amount that is $100,000 more than the amount necessary to pay the losses and loss adjustment expenses expected to be paid on the Company's behalf within the next sixty (60)-day period; or

(5) this Agreement is canceled or terminated.

The parties further acknowledge that pursuant to Texas Insurance Code §§ 38.001 and 4053.102 as amended, this Agreement and any reports or records submitted under this Agreement may be subject to review by the TDI.

2.15 The Managing General Agent shall perform all obligations and actions contemplated to be performed by the Managing General Agent under the Reinsurance Agreement, which are incorporated herein by reference.

2.16 The Managing General Agent and the Company shall establish one or more accounts for the payment of claims in an FDIC-insured bank (whether one or more, the "Claims Account"). The Claims Account shall be in the name of, and shall constitute property of, the Company but the Managing General Agent may reasonably designate officers and employees with signing authority over such account solely for the payment of losses, claims and loss adjustment expenses under the Subject Business. The Managing General Agent shall, and shall cause its officers and employees to, only use such Claims Payment Account for the payment of losses, claims and loss adjustment expenses under the Subject Business that are reinsured under the Reinsurance Agreement. The Managing General Agent shall establish reasonable controls, policies and procedures designed to ensure that the Claims Payment Account is only used for such purposes. The Claims Account shall be funded by monthly withdrawals from the Trust Account under the Reinsurance Trust Agreement by the Company at the written request of the Managing General Agent, following submission to the Company of a certificate of the Managing General Agent certifying the Managing General Agent's reasonable best estimate of the anticipated amount required to pay losses, claims and loss adjustment expenses under the Subject Business for the next calendar month, after giving effect to any amounts already on deposit in the Claims Account.

ARTICLE 3 - COMPENSATION AND FEES

3.1 The Managing General Agent's compensation shall be as set forth in Exhibit C (the "MGA Commission"). Within forty-five (45) days after the end of a calendar month, the Managing General Agent shall provide the Company with a statement of the reasonable, documented, out- of-pocket costs of providing services under this Agreement for such calendar month. If the amount of such reasonable, documented, out-of-pocket costs exceeds the MGA Commission paid to the Managing General Agent during such time period, the Company shall pay the difference to the Managing General Agent within thirty (30) days after receiving the statement; provided, however, that the Managing General Agent may instead deduct such amounts from premiums received. If the amount of MGA Commission exceeds the reasonable, documented, out-of-pocket costs during such time period, the Managing General Agent shall remit the difference to the Company within thirty (30) days after sending the statement. Notwithstanding the foregoing, in no event shall the

MGA Commission or any amount payable to the Managing General Agent under this Agreement exceed, individually or in the aggregate, the aggregate amount of gross written premium for the Subject Business less any return premiums and commissions and any fronting or ceding fee payable to the Company under the Reinsurance Agreement, the true intent of this Agreement and the Reinsurance Agreement being that the Company shall always be entitled to receive and retain fronting or ceding fee, without deduction for any amounts payable to the Managing General Agent, the Reinsurer or any third party.

3.2 The MGA Commission due to the Managing General Agent hereunder from the Company, and any costs and expenses of the Managing General Agent contemplated to be borne by the Company hereunder, shall only be payable from the policy premiums, fees and other consideration collected by the Managing General Agent hereunder on behalf of the Company. In no event shall the Company be liable to make payment of such amounts from any of its other assets, including without limitation its fronting or ceding fees under the Reinsurance Agreement.

3.3 In the event there is no Producer to receive the designated commission on a Policy, the Managing General Agent may retain such commission.

3.4 The MGA Commission and Exhibit C may be amended from time to time upon mutual agreement of the Company and the Managing General Agent without otherwise affecting the other terms and conditions of this Agreement.

ARTICLE 4 - ACCOUNTING AND RECORDS

4.1 The Managing General Agent shall provide and maintain all necessary books, records, Policies, underwriting files, claim files, dailies and correspondence with policyholders, and accounts of all business and transactions pertaining to the Policies in order to determine the amount of liability of the Company and the amount of premiums due the Company ("Books and Records") for a minimum of seven (7) years or until the completion of a financial examination by the Wisconsin Office of the Commissioner of Insurance (the "OCI") or the TDI, whichever is longer. The Company shall have access to, and the right to copy, all Books and Records related to its business in a form usable by the Company. All such Books and Records shall be maintained separately from the records of any other insurer and in a form usable to insurance regulatory authorities in accordance with the National Association of Insurance Commissioners ("NAIC") Accounting Practices and Procedures Manual. Subject to Article 18 – Confidentiality, both the Company and the Managing General Agent shall receive a copy of the Books and Records, at the Managing General Agent's expense, within thirty (30) days following the cancellation or termination of this Agreement.

4.2 The Managing General Agent shall timely transmit to the Company appropriate data from electronic claim files and/or make available to the Company on a read only basis electronic access to the Managing General Agent's electronic claim files. In addition, the Managing General Agent shall, at the Company's request and expense, send a copy of the claim file to the Company as soon as it becomes known that the claim: (i) has equaled or exceeded or has the potential to equal or exceed an amount which is one-half percent (0.5%) of the Company's policyholder surplus as of December 31 of the immediately preceding calendar year or exceeds the limit set by the Company, whichever is less, (ii) involves a coverage dispute, (iii) may exceed the Managing General Agent's

claims settlement authority, (iv) is open for more than six (6) months; or (v) is closed by payment of an amount equal to or greater than one-half percent (0.5%) of the Company's policyholder surplus as of December 31 of the immediately preceding calendar year.

4.3 All claim files shall be the joint property of the Company and the Managing General Agent; provided, however, that upon an order of liquidation of the Company, the claim files shall be the sole property of the Company or its estate; provided, however, in such an event, the Managing General Agent shall be afforded reasonable access to and the right to copy the files on a timely basis. The Company may have reasonable access to and the right to copy the claim files on a timely basis. Any and all Policies and/or claim files required to be maintained pursuant to this Article 4 may be maintained in electronic data storage form accessible by computer and if so stored in this fashion, no physical copy of such items need be maintained. Where electronic claims files are maintained, any data from such files requested or required by the Company shall be provided at the Managing General Agent's expense within forty-five (45) days or less if so requested by the Company, provided that such request is based upon a legitimate business need. Upon request of the Company, prior to or after the termination of this Agreement, the Managing General Agent shall provide to the Company, at the Managing General Agent's sole cost and expense, electronic copies of any and all data related to the Subject Business in a format specified by the Company. The Managing General Agent agrees to provide to the Company immediately upon its request, the location of and access to all records not stored in the office of the Managing General Agent, including any authorization, login, password or other information necessary to provide access to the Company on a read-only basis. The term "read-only basis" whenever used herein shall include the ability of the Company to make copies. The Managing General Agent shall secure a waiver of any lien in favor of a lender, landlord or other creditor which might attach to the records, physical or electronic, including any storage device for those records, in the event of any default by the Managing General Agent in order to ensure that the Company has access to all records and data associated with the Policies under the terms of this Agreement. Further, the Managing General Agent shall ensure any vendor or other third party acknowledges and agrees that the Company, at no expense to the Company, shall have use of any data, information, reports, files or statistics provided prior to or after the termination of this Agreement.

4.4 The Managing General Agent shall prepare separate, itemized, monthly statements for each Producer on the business placed by such Producer through the Managing General Agent, and furnish such Producer with an IRS Form 1099 each year when required.

4.5 All records applicable to the Company's business shall be open for inspection and/or audit upon five (5) business days' prior written notice at all reasonable times by the Company, its reinsurers, insurance department personnel or other governmental authorities. The Managing General Agent shall retain records in accordance with ss. Ins 6.61 and 6.80 of the Wisconsin Administrative Code. The Company's right to inspect and audit the Managing General Agent's records related to the Company's business shall survive termination of this Agreement.

4.6 Subject always to Article 18 – Confidentiality, upon request and pursuant to regulatory requirements, the Managing General Agent shall provide access to the Company or the Company's designated accountant and/or statistical agent on a read-only basis, copies of all applications, binders, Policies, daily reports, monthly reporting forms and endorsements issued by or through licensed Producer(s), including all other evidence of insurance written, modified or terminated.

4.7 [RESERVED]

4.8 At renewal of any Policy issued by the Managing General Agent, the Managing General Agent shall be responsible to the insured for the renewal or non-renewal of the Policy and shall timely communicate any renewal quote or notice of non-renewal to the insured to preclude the extension of coverage beyond the expiration date of the current in-force Policy.

4.9 Either party shall have the right, upon at least five (5) business days' prior written notice, to audit the records and procedures of the other party that relate directly to its performance of this Agreement subject to all applicable legal privileges, including, without limitation, the attorney- client privilege and attorney work product doctrine. This audit must be conducted during normal business hours, and may be conducted by the auditing party or by its appointed representatives. Both parties shall maintain and present for audit all appropriate records for the current year and the prior calendar year relevant to the subject of this Agreement, and to its performance thereunder. The parties acknowledge that they may be restricted from access to information that is unrelated to this Agreement. The parties shall at all times comply with the other party's security procedures then in effect, including limiting access to personal, or personally identifiable, information. In no case may either party review non-billable expenses, business strategy, or other information of the other party that is unrelated to this Agreement. Representatives of the party being audited have the right to be present at all times during any audit, and the parties shall cooperate in advance of the audit to plan and coordinate the audit process.

4.10 The parties acknowledge that the Managing General Agency may be subject to examination pursuant to Texas Insurance Code § 4053.107 and Wis. Adm. Code § 42.06. The Managing General Agent represents and warrants to the Company that the Underwriting Guidelines, and all amendments proposed by the Managing General Agent thereto, are and will be in compliance with all requirements of Wisconsin law. In the event Underwriting Guidelines are not compliant with Wisconsin Law, the Managing General Agent shall propose, agree to and comply with such amendments as are required to comply with Wisconsin law, and comply with Wisconsin Law in such regards during any interim period before appropriate amendments are executed.

4.11 The Managing General Agent has a written record retention policy and disaster recovery plan in compliance with applicable law and shall provide the Company a copy of such policy and plan upon written request.

4.12 The Managing General Agent shall maintain adequate accounting procedures and systems, at no cost or expense to the Company, and shall provide to the Company on a read- only basis statistics in a timely manner for all reporting requirements under the Reinsurance Agreement or as shall be required from time to time by the OCI or any other applicable governmental agency or authority. Such statistical information shall be provided to the Company by the Managing General Agent at the Managing General Agent's sole cost and expense.

4.13 Should any state insurance department make a request to the Company for any data required to comply with a statistical data call, the Managing General Agent shall be solely responsible to provide the Company with such data. Should the request from such state insurance department require the Company to contract the services of an outside source, such as an actuarial

firm, to compile the data required, the Managing General Agent shall be responsible for its proportionate share of the total cost for services rendered. If required by the applicable insurance regulatory authority, the Managing General Agent shall provide, at the Managing General Agent's expense, (i) an independent actuarial opinion attesting to the adequacy of loss reserves established for losses incurred and outstanding on business produced hereunder, and (ii) an independent financial examination in either case in a form acceptable to such insurance regulatory authority.

ARTICLE 5 - MANAGING GENERAL AGENT'S REPORTS AND REMITTANCES

5.1 The Managing General Agent shall submit a report to the Company, within forty-five (45) days after the end of each calendar month, summarizing the business transacted under this Agreement during such month. As used in this Agreement, the term "net collected premium" is defined as the total of all currently collected premiums (including down payments) on Policies written by the Managing General Agent pursuant to this Agreement less return premium and cancellations. Such report shall include the following items:

(1) Net written premium, net earned premium and net collected premium;

(2) Policy and service fee revenue and Policy and service fees collected (if different);

(3) Premium taxes on net written premium and Policy and service fees;

(4) Reinsurance Agreement ceded commissions due to the Company;

(5) Any regulatory assessments levied upon the Company;

(6) Producer's commissions;

(7) MGA Commission;

(8) Losses paid less recoveries and salvage;

(9) Loss adjustment expenses paid;

(10) Outstanding loss reserves (without IBNR);

(11) Outstanding loss expense reserves (without IBNR), which shall be reported as zero;

(12) Unearned premium reserve and earned premium; and

(13) Reconciliation of Premium Escrow Account.

There are no management fees to be reported.

5.2 During the term of the Reinsurance Agreement and to the extent contemplated thereby, the Managing General Agent shall remit the balance of the account (premium and fees minus commissions and other Managing General Agent and Producer compensation, losses and loss adjustment expenses), plus premium taxes and other regulatory assessments, directly to the Reinsurer net of the Company's commission under the Reinsurance Agreement which shall be

paid to the Company, within forty-five (45) days after the end of the calendar month for which the report is rendered.

5.3 In addition to the return of premium and fees, the Managing General Agent shall refund commissions on Policy cancellations, reductions in premiums or any other return premiums at the same rate at which such commissions were originally retained.

5.4 In the event a refund or discount is ordered by the OCI or other applicable regulatory authority, the Managing General Agent shall refund or discount at the same rate at which such commissions were originally retained.

5.5 The parties may, as mutually agreed, alter the frequency and/or content of the Managing General Agent's report; provided, however, such report frequency and/or content meets minimum legal and regulatory requirements.

5.6 The omission of any item(s) from a monthly report shall not affect the responsibility of either party to account for and pay all amounts due the other party, nor shall it prejudice the rights of either party to collect all such amounts due from the other party.

5.7 The Managing General Agent shall annually furnish to the Company the following summary information in such form as to enable the Company to record such information in its annual statement:

(1) summaries, with data segregated by major classes, of net written premium, gross loss paid, net salvage, subrogation and adjusting expenses paid during the year; and

(2) unearned premium running twelve (12) months or less from the Policy inception date.

5.8 The Managing General Agent agrees to furnish to the Company any additional reports necessary to provide the Company's monthly, quarterly, and/or annual statements to regulatory authorities and rating agencies, including all required statistical reporting.

5.9 If required by applicable law, annually on or before June 30, the Managing General Agent shall furnish to the Company audited financial statements of Bowhead Insurance Holdings LP, including consolidating schedules of the Profit and Loss and Balance Sheet Statements for Bowhead Insurance Holdings LP.

5.10 [RESERVED]

5.11 The Managing General Agent shall timely prepare for the Company's review and filing all reports, statements, documents and other filings related to the Policies, this Agreement and the Reinsurance Agreement required from time to time by governmental and regulatory agencies, or as otherwise required for compliance with applicable law.

5.12 The Managing General Agent shall timely provide the Company with any data required by the OCI, or otherwise required for compliance with applicable law.

5.13 The Managing General Agent shall return any unearned premium due insureds or other persons on the Subject Business from the Premium Escrow Account.

ARTICLE 6 - EXPENSES

6.1 The Managing General Agent is solely responsible for and shall promptly pay all expenses attributable to the production and servicing of the Subject Business outlined in this Section 6.1, and the Company and the Reinsurer shall not be responsible for such expenses. The Managing General Agent's sole compensation shall be the amounts payable to the Managing General Agent in Article 3 of this Agreement. These expenses include but are not limited to:

(1) salaries, bonuses and all other benefits of all employees of the Managing General Agent;

(2) transportation, lodging, and meals of employees of the Managing General Agent;

(3) postage and other delivery charges;

(4) advertising and exchange;

(5) printing of all policies, forms and endorsements;

(6) EDP hardware, software, and programming;

(7) countersignature fees or commissions;

(8) license and appointment fees for Producers;

(9) adjustment expenses, including applicable sales tax, if any, arising from claims on insurance written under this Agreement;

(10) provision of office space, equipment and other facilities necessary for the operation of the Managing General Agent;

(11) legal, audit, and other expenses, including solicitors' fees and fines and administrative penalties relating to any rate filing, regulation, or rules affecting the business of the Managing General Agent pursuant to this Agreement;

(12) all state, federal and local taxes of Managing General Agent, excluding however, any premium taxes, any fees, charges, and assessments relating to the Policies, and payment of surplus lines taxes and stamping fees, boards, fees and bureaus out of premium if applicable, and for filing of all surplus lines affidavits required by state insurance departments or stamping offices, in each case which shall be payable by the Company;

(13) all runoff expenses under Section 14.8;

(14) clerk hire fees;

(15) exchange fees; and

(16) any other agency expenses whatsoever.

6.2 Except for such fees and expenses for which Managing General Agent is expressly responsible hereunder, the Company is solely responsible for all direct fees and expenses incurred by the Company attributable to the Policies produced under this Agreement, including:

(1) salaries and all other benefits of all employees of the Company;

(2) transportation, lodging, and meals of employees of the Company; and

(3) cost of reinsurance.

ARTICLE 7 - PREMIUM ESCROW ACCOUNT

7.1 The Managing General Agent shall accept and hold all premiums collected and other funds relating to the Subject Business in a fiduciary capacity and shall properly account for such funds as required by applicable laws and regulations and this Agreement. The privilege of retaining commissions shall not be construed as changing the fiduciary capacity. Funds held by the Managing General Agent in a fiduciary capacity may be subject to audit by regulatory authorities.

7.2 The Managing General Agent assumes responsibility for, and shall promptly pay, the net written premium currently due on Policies issued by the Managing General Agent on behalf of the Company to the Reinsurer, subject to any deductions provided herein and in the Reinsurance Agreement.

7.3 The Managing General Agent shall establish and maintain one or more separate premium escrow accounts with the title containing "**Bowhead Specialty Underwriters, Inc.**" (whether one or more, the "Premium Escrow Account"). The Premium Escrow Account shall be established with a bank that is a member of the federal reserve system and has its accounts insured by the Federal Deposit Insurance Corporation. All premiums collected by the Managing General Agent on the Subject Business shall be deposited promptly into the Premium Escrow Account. Within forty-five (45) days after each month end, the Managing General Agent shall provide the Company with a copy of the bank reconciliation and supporting bank statement and other documents for the Premium Escrow Account. To satisfy the foregoing obligation, the Managing General Agent may grant the Company online, read-only online access to the Premium Escrow Account, subject to Article 18.

7.4 The Managing General Agent shall maintain signature authority on the Premium Escrow Account. The Managing General Agent shall, upon the reasonable request of the Company, provide information to the Company relating to the Premium Escrow Account.

7.5 The Managing General Agent shall hold all money in the Premium Escrow Account on behalf of an insured or insurer in a fiduciary capacity and shall properly account for that money as required by law.

7.6 Interest income from the Premium Escrow Account, and the cost of maintaining the Premium Escrow Account, shall belong to the Managing General Agent.

7.7 The Premium Escrow Account funds may be invested only in:

(1) checking, savings, or money market accounts;

(2) certificates of deposit;

(3) United States Treasury bills, notes or bonds; or

(4) other investments approved in writing by the Company.

7.8 The Managing General Agent may use any and all premium and other funds collected by the Managing General Agent for and on behalf of the Company under this Agreement solely for the payment of:

(1) premium balances due less deductions allowed in this Agreement;

(2) the return of unearned premiums arising due to cancellation or endorsement;

(3) the Managing General Agent's and Producer(s) commission;

(4) the Company's fronting or ceding fee under the Reinsurance Agreement;

(5) losses and loss adjustment expenses;

(6) premium taxes;

(7) amounts due the Reinsurer under the Reinsurance Agreement; or

(8) such other items as required by law.

7.9 The Company shall not be liable for any loss that occurs by reason of the default or failure of the bank in which an account is carried and such loss shall not affect the Managing General Agent's obligations under this Agreement.

7.10 If a dispute arises between the Managing General Agent and any third party (including any premium finance company, insured or Producer) regarding the applicability and/or amount of unearned premium to be returned to an insured for any Policy, the Managing General Agent shall notify the Company.

7.11 On termination of this Agreement, all amounts in the Premium Escrow Account shall be remitted to the Company net of sums due the Reinsurer (which shall be paid to the Reinsurer) and the MGA Commission.

ARTICLE 8 - CONTROL OF EXPIRATIONS

8.1 The use and control of expirations and renewals of policies written pursuant to this Agreement on all Subject Business (including, for the avoidance of any doubt, the use or exploitation of any lists of policyholders, brokers, Producers or sub-Producers with respect to any Subject Business written pursuant to this Agreement for renewals, marketing or other commercial revenue-producing activities) (the "Expiration and Renewal Rights") by the Managing General Agent or by the Producers appointed by the Managing General Agent shall remain the property of the Managing General Agent to the extent allowed by applicable law and contracts, provided the Managing General Agent is not in material default under this Agreement and has rendered and continues to render timely accounts and payments of all premium and other funds for which the Managing General Agent may be liable to the Company.

8.2 The Managing General Agent shall be the broker of record on all Policies produced pursuant to or under this Agreement and the Company shall not refer to or communicate any such Expiration and Renewal Rights to any other agent, broker, producer or company. In the event the Managing General Agent is in material default of its obligations hereunder and does not cure such default as required by Section 14.3, the right to use such Expiration and Renewal Rights shall vest with the Company until such time as any such accounts have been rendered and such premiums remitted. Failure to pay premium because of good faith differences in the accounting records of Managing General Agent and the Company will not be considered a failure to pay and will not give rise to a right to terminate or suspend the Expiration and Renewal Rights by the Company.

8.3 The Managing General Agent assigns to the Company as security for, but not in payment of, the obligations of the Managing General Agent under this Agreement all sums due or to become due to the Managing General Agent from any insured(s) for whom the Managing General Agent or Producer(s) provided a Policy on behalf of the Company. In the event of the Managing General Agent's uncured material default of its obligations hereunder, the Company shall have full authority to demand and collect such sums and the Managing General Agent or Agent(s) shall not be entitled to any commissions and/or Policy fees on any premium so collected by the Company.

8.4 Subject to the forgoing limitations, the Managing General Agent pledges and/or grants to the Company a security interest in any and all of the Managing General Agent's Expiration and Renewal Rights, including but not limited to, the ownership and exclusive use of such Expiration and Renewal Rights, so as to further secure payment of any and all sums due the Company under this Agreement. The Company is entitled to file the relevant portions of this Agreement as a financing statement reflecting its security interest and may also assign any rights it acquires to the Reinsurer. In the event of material uncured default, the Company shall have the rights of the holder of a security interest granted by law, including but not limited to the rights of foreclosure to effectuate such security interest, and the Managing General Agent hereby agrees to surrender possession of any such Expiration and Renewal peaceably to the Company upon demand.

8.5 The Managing General Agent shall be solely responsible for procuring any renewal, extension, or new policy of insurance that may be required by any state or rule or regulation of any state insurance department with respect to Policies originally written directly for the Company. The Managing General Agent shall indemnify the Company and hold it harmless from any loss, damage, cost, claim or expense whatsoever that the Company may incur, or for which it may

become liable, as a result of such Managing General Agent's failure, refusal or neglect to fulfill such responsibility. At renewal of any Policy issued by the Managing General Agent, the Managing General Agent shall be responsible to the insured for the renewal or non-renewal of the Policy and shall timely communicate any renewal quote or notice of non-renewal to the insured to preclude the extension of coverage beyond the expiration date of the current in-force Policy.

ARTICLE 9 - INDEPENDENT CONTRACTOR RELATIONSHIP

9.1 Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, or joint venture or partnership, between the Company and the Managing General Agent, or between the Company and any employees, representatives or Producers of the Managing General Agent.

ARTICLE 10 - ADVERTISING

10.1 Any advertising is the responsibility of, and shall be in the name of the Managing General Agent or its affiliate(s). The Managing General Agent shall not publish, disseminate, broadcast, distribute or transmit any advertisement, solicitation or notice referring to the Company without first obtaining the written consent of the Company, which approval shall not be unreasonably withheld, conditioned or delayed. The Managing General Agent shall submit any such proposed advertisement, solicitation or notice to the Company for approval prior to its use. The Company shall have ten (10) business days to respond to the request for approval, following which, absent comment or direction from the Company, such proposed advertisement, solicitation or notice shall be deemed approved.

10.2 The Managing General Agent shall comply with all statutes and regulations pertaining to advertising, and establish and maintain records of any such advertising as required by the applicable laws of the states in which it is doing business.

10.3 Subject to the requirements set forth in Article 4, the Managing General Agent shall maintain a centralized and complete record of any advertising material used or disseminated by the Managing General Agent pertaining to the business of this Agreement, including but not limited to, any that includes the name of the Company or its affiliates, if so authorized as herein required. The Managing General Agent shall not issue or circulate any advertising, marketing or promotional material of any kind or in any media which misrepresents the terms, benefits, or advantages of any Policy issued by the Company, or which makes any misleading statement as to the financial security of the Company or its affiliates, or which otherwise would reasonably appear to be deceptive or misleading as to Company or its Policies, or which would be in violation of law.

ARTICLE 11 - PRODUCERS AND PRODUCER LICENSING

11.1 The Managing General Agent shall maintain current license(s) or certificate(s) of authority as required by law for the conduct of business pursuant to this Agreement under s. Ins 42.02 of the Wisconsin Administrative Code and s. 628.04 of the Wisconsin Statutes, as amended (the "Wisconsin Statutes") and in each other state or territory in which such licensing is required. In the event that the Managing General Agent's license in its resident state or in any other state or territory in which such licensing is required expires or terminates, for any reason, the Managing General Agent shall immediately notify the Company of such lapse, and shall move to promptly

cure same. Until the Managing General Agent shall have remedied such lapse in licensing, the Company shall have the right to suspend or terminate the authority of the Managing General Agent to act in such jurisdiction under this Agreement.

11.2 The original source of all business produced under this Agreement shall be duly licensed and appointed Producers.

11.3 The Managing General Agent shall require that all Producers maintain appropriate license(s) to transact the type of insurance for which the Producer is appointed. The Managing General Agent shall bear sole responsibility to oversee the proper licensing of any Producer(s). Should any fines be levied against the Company as a result of the Managing General Agent accepting business from an unlicensed Producer, the Managing General Agent shall hold the Company harmless and reimburse the Company for any and all expenses so incurred including, but not limited to, legal fees, fines and penalties. The Managing General Agent shall maintain in force a producer agreement with each Producer. Any and all agreements with Producer(s) shall be made directly between the Managing General Agent and such Producer(s) only. Such agreement shall look solely to the Managing General Agent for any and all commissions, expenses, costs, causes of action and damages that arise between the Managing General Agent and such Producer(s), including, but not limited to, extra contractual obligations, arising in any manner from actions or inactions by the Producer(s) or the Managing General Agent.

11.4 Any termination by the Managing General Agent of a Producer shall comply with any applicable contract and any applicable law or regulation in a jurisdiction where the Producer is appointed.

11.5 The Managing General Agent shall immediately notify the Company of any action or threatened action by any insurance or financial regulator against the Managing General Agent or if it becomes aware, of any Producer.

11.6 In the event the Managing General Agent provides access to electronic processing of applications or for customer service to Producers, including any electronic signatures by an insured, the Managing General Agent shall include in its agreement with the Producer written obligations of the Producer to:

(1) process all policy transactions and issue all applications on the Managing General Agent's website with the effective date and time accurately reflecting the same date and time that the Policy was bound;

(2) advise the applicant that the application will utilize an electronic signature process and the acceptance and use of such electronic signature must only be elected by the applicant. Producer shall also advise the applicant that the use of an electronic signature will not be denied legal effect or enforceability solely because it is in electronic form. The applicant may choose not to conduct transactions by electronic means;

(3) provide the applicant with a copy of the completed application, endorsements, exclusions, receipt and ID cards and retain a copy of all documents delivered to applicant in Producer's files; and

(4) not make, alter, waive, modify, misrepresent or discharge any of the terms or provisions set forth in a Policy, endorsement, application, binder or the Managing General Agent's website.

11.7 The Company, in its reasonable discretion upon reasonable prior written notice to the Managing General Agent, may terminate the appointment of any Producer.

ARTICLE 12 - CHANGE IN PRINCIPAL OFFICER OR DIRECTOR

12.1 The Managing General Agent shall give notice to the Company if there is a change in any principal officer and/or director of the Managing General Agent within thirty (30) days of its occurrence.

ARTICLE 13 - INDEMNIFICATION

13.1 The Managing General Agent shall indemnify and hold the Company harmless from any and all claims, demands, causes of action, damages, judgments and expenses (including, but not limited to, attorney's fees and costs of court) (collectively, "Indemnifiable Claims") which may be made against the Company and which arise, either directly or indirectly, in whole or in part, out of

(1) any material breach or violation of this Agreement or applicable law or regulation in any material respect by the Managing General Agent or any of its directors, officers, managers or employees; or

(2) the failure by the Managing General Agent or any of its directors, officers, managers or employees to properly discharge its or their material duties or obligations under this Agreement or to properly observe and comply with limitations of authorities under this Agreement; or

(3) in connection with any business underwritten or bound pursuant to this Agreement.

13.2 The Company shall indemnify and hold the Managing General Agent harmless from any and all Indemnifiable Claims which may be made against the Managing General Agent and which arise, either directly or indirectly, in whole or in part, out of any material breach or violation of this Agreement or applicable law or regulation in any material respect by the Company or any of its directors, officers, managers or employees.

13.3 The parties' respective obligations provided for in Sections 13.1 and 13.2 are intended to apply in addition to the parties' other obligations under this Agreement and shall survive termination of this Agreement.

13.4 To the extent that any court, regulator or arbitration panel finds that any portion of this Agreement is unenforceable, the parties' respective obligations provided for in Sections 13.1 and 13.2 shall otherwise remain in full force and effect and the parties shall otherwise remain fully liable to hold each other fully harmless for any and all liability arising out of this Agreement or any related agreement.

ARTICLE 14 - TERMINATION

14.1 This Agreement may be terminated at the beginning of any calendar quarter occurring on the date that is five (5) years after the Date of Determination (defined below) by either party providing written notice to the other at least one hundred eighty (180) days prior to such date. During the period from the date the Managing General Agent receives such notice of termination until such termination, the parties may discuss an extension or amendment of the terms of this Agreement. Any authority of the Managing General Agent shall terminate upon the date such notice of termination shall take effect, except as provided in Section 14.9 or provided otherwise in writing by the Company. Upon the request of the Company following termination, the Managing General Agent shall send, or cause to be sent, timely notices of nonrenewal or cancellation of Policies written under this Agreement, in accordance with applicable policy provisions and applicable laws and regulations. For the purpose of this Agreement, the "Date of Determination" means the date of this Agreement.

14.2 This Agreement shall automatically and immediately terminate upon:

(1) any misappropriation or use in violation of this Agreement of funds or property of either party by the other party;

(2) either party (i) applying for, seeking, or consenting to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of itself or of all or a substantial part of its property or assets, (ii) becoming insolvent or admitting in writing its inability to pay its debts as such debts become due, (iii) making an assignment for the benefit of its creditors, (iv) commencing a voluntary case under, taking any action under, or seeking to take advantage of, the Bankruptcy Code (Title 11 of the United States Code), or any comparable law of any jurisdiction (foreign or domestic), or any other bankruptcy, insolvency, moratorium, reorganization or other similar law providing for the relief of debtors or affecting the enforcement of creditors' rights generally (collectively, "Bankruptcy Law"), or (v) acquiescing in writing to any petition filed against it in an involuntary case under any Bankruptcy Law;

(3) entry of any order for relief in an involuntary case under any Bankruptcy Law against either party;

(4) the insolvency or bankruptcy of the Company, or an order of liquidation of the Company by a state insurance department or court of competent jurisdiction;

(5) in the event of fraud, material misrepresentation, abandonment, or gross and willful misconduct on the part of the other party in connection herewith; or

(6) the cancellation or termination of the Reinsurance Agreement referred to in Section 2.2, except as provided in Section 14.8 and with respect to runoff as provided herein and in the Reinsurance Agreement.

14.3 The Company may terminate this Agreement by providing the Managing General Agent written notice in the event of the occurrence and continuation of one or more of the following events:

(1) the Managing General Agent ceases all business operations; or

(2) the Managing General Agent violates any representation, warranty, covenant, agreement or other provision of this Agreement in any material respect or takes any action or fails to take any action that constitutes a material breach of this Agreement or any provision hereof, and such violation or breach is not cured within thirty (30) days after the Company provides notice of such violation or breach to the Managing General Agent. The Company may suspend the underwriting authority of the Managing General Agent under this Agreement during the pendency of any cure period or of any dispute regarding the cause for termination.

In the event of the termination of this Agreement by the Company under Sections 14.2(1) or (5), or Section 14.3(2), any undisputed indebtedness of the Managing General Agent to the Company and all premiums in the possession of the Managing General Agent, or for the collection of which the Managing General Agent is responsible, shall, notwithstanding any provisions herein to the contrary, become immediately due the Company.

14.4 The Managing General Agent may terminate this Agreement upon providing the Company written notice in the event of the occurrence and continuation of one or more of the following events:

(1) the Company ceases all its underwriting operations or exits the line(s) of business which constitute the Subject Business;

(2) the Company's A.M. Best rating falls below A-, and such rating is not restored within a stated period of time as agreed to by the parties;

(3) the expiration or termination of any licenses or certificates of authority held by the Company necessary for the Company to perform its obligations under this Agreement; provided that the Company shall have forty-five (45) days to reinstate or obtain the required license(s) or certificate(s) of authority after discovery of such termination; or

(4) the Company violates any representation, warranty, covenant, agreement or other provision of this Agreement in any material respect or takes any action or fails to take any action that constitutes a material breach of this Agreement or any provision hereof, and such violation or breach is not cured within thirty (30) days after the Managing General Agent provides notice of such violation or breach to the Company.

14.5 [RESERVED].

14.6 In the event that the Company reasonably determines that the Managing General Agent is in material default hereunder, the Company may, at its sole discretion, suspend or limit the

authority of the Managing General Agent. Such suspension or modification shall be effective upon notice from the Company. The right to solicit and place new business, or renew or modify existing business, may be suspended in the event of a material default by the Managing General Agent.

The term "default" means any material breach or material failure to comply with the terms and conditions of this Agreement and includes, but is not limited to, the following:

(1) failure to remit undisputed balances due as required by this Agreement;

(2) failure to adjust claims arising from any Subject Business produced under this Agreement in accordance with this Agreement, applicable law and the Policies; and

(3) failure to maintain Producer's license(s) or other authorizations as required by any public authority to conduct the Subject Business.

The Managing General Agent shall have thirty (30) days to cure any default hereunder upon receipt of written notice of such default from the Company.

14.7 The failure of the Company or the Managing General Agent to declare promptly a default or breach of any of the terms and conditions of this Agreement shall not be construed as a waiver of any of such terms and conditions, nor estop either party from thereafter demanding a full and complete compliance herewith. All waivers of any of the terms and conditions of this Agreement must be in writing and signed by the waiving party. The failure of either party to enforce any provision of this Agreement or to declare default will not constitute a waiver by either party of any such provision. The past waiver of a provision by either party will not constitute a course of conduct or a waiver in the future as to that same provision.

14.8 The Managing General Agent acknowledges the obligation to runoff the Subject Business written under this Agreement solely at its expense until the final expiration or cancellation of all Policies and the final resolution of all claims. The runoff obligations of the Managing General Agent include, without limitation, handling all claims, handling and servicing all Policies through their natural expiration, together with any Policy renewals required to be made by provisions of applicable law, whether or not the effective date of such renewal is subsequent to the effective date of termination of the Reinsurance Agreement, reporting, and remittance of funds to the Company in accordance with this Agreement.

In the event the Managing General Agent fails in a material manner to perform its obligations under this Section 14.8, the Company may assume those obligations at the expense of the Managing General Agent. In such event, the Company will then be authorized to exercise control over the Expirations and Renewals to effect the runoff of the business. The Managing General Agent agrees that if the Company administers the runoff of any Policy(ies) as a result of the failure or refusal of the Managing General Agent to effect administration of the Policies, (i) the Company will be entitled to indemnification pursuant to Article 13 of this Agreement for any expenses incurred by the Company relating to the runoff of the Policies; (ii) no commissions will be due to the Managing General Agent relating to any such Policies; and (iii) the Managing General Agent will take such actions and provide such assistance including, but not limited to, providing the Company with data, reports and software as necessary for the runoff of such business. The Managing General Agent agrees to execute and deliver, and to cause its officers, directors,

members, managers, employees and contractors, to execute and deliver all documents and to provide all other information reasonably necessary for the Company to perform under this Section 14.8. Notwithstanding the termination of this Agreement, the provisions of this Agreement shall continue to apply to all unfinished business until all obligations and liabilities incurred by each party as a result of this Agreement have been fully performed and discharged. The term "runoff" as used herein shall mean, but not be limited to, confirming coverage under Policies, administering Policies and any required renewals thereof and endorsements thereto, providing reports to the Company as required by this Agreement, paying premiums to the Company and return premiums to policyholders, collecting all sums due, including return commissions from Producers, and such other activities as required of the Managing General Agent under this Agreement.

14.9 It is expressly agreed and understood that nothing in this Article 14 authorizes the Managing General Agent to write any new business under this Agreement should the Reinsurance Agreement terminate for new business, except the business that is required to be renewed or issued because of applicable law or regulation, as provided in Section 4.05 of the Reinsurance Agreement.

14.10 A party's exercise of its right to terminate this Agreement shall not, for the avoidance of doubt and by itself, give rise to any right, claim, or cause of action against the other party for any loss of prospective profits, commissions, earnings or income.

ARTICLE 15 - REINSURANCE

15.1 The Managing General Agent shall not have the power to accept or bind risk on behalf of the Company other than as set forth herein, as set forth in the Reinsurance Agreement or as may be subsequently authorized by the Company. The Managing General Agent shall not knowingly cede, arrange, facilitate or bind reinsurance or retrocessions on behalf of the Company, commit the Company to participate in insurance or reinsurance syndicates, or collect a payment from a reinsurer or commit the Company to a claims settlement with a reinsurer.

15.2 All business coming within the scope of this Agreement shall be reinsured under the Reinsurance Agreement, as may be amended or renewed from time to time.

15.3 Any violation of the terms and/or conditions of the Reinsurance Agreement resulting in any diminution of the Reinsurer's liability to the Company shall be the sole responsibility of the Managing General Agent and the Managing General Agent shall indemnify and hold the Company harmless from any such liability.

15.4 In no event shall any breach or violation by the Managing General Agent of this Agreement preclude, invalidate or reduce the reinsurance coverage under the Reinsurance Agreement of any Policy produced by the Managing General Agent under this Agreement, including any failure of a Policy to comply with Exhibits A or B of this Agreement or Schedule A of the Reinsurance Agreement due to any action or omission of the Managing General Agent.

15.5 In the event the Reinsurer, or the Managing General Agent or its Producers, binds the Company for insurance coverage on insurance risks which are in violation of Exhibits A or B of this Agreement, or which are in excess of the policy limits set forth in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the terms of business specified in Article I and

Schedule A of the Reinsurance Agreement, and/or are not within the territory specified in Article I and

Schedule A of the Reinsurance Agreement, and/or are excluded under Article I and Schedule A of the Reinsurance Agreement, whether intentional or not, the Reinsurer and the Managing General Agent will do such things and take such actions as may be necessary to reduce the Company's exposure to such risks and to hold the Company harmless against any liability or loss which may be incurred by the Company in excess hereof. At the Company's request, the Managing General Agent, in accordance with applicable law, and policy terms, shall cancel or not renew any risk bound that is not in conformance with this Agreement or the Reinsurance Agreement. Any such insurance coverage on insurance risks bound in violation of Exhibits A or B of this Agreement, or contrary to the limitations which are in excess of the policy limits set forth in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the classes of business specified in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the territory specified in Article I of the Reinsurance Agreement, and/or are excluded under Article I and Schedule A of the Reinsurance Agreement, whether intentional or not, shall be 100% reinsured and subject to the Reinsurance Agreement.

15.6 In the event the Reinsurance Agreement is terminated, the Managing General Agent shall take those actions necessary, including sending statutorily prescribed non-renewal notices to insureds in a timely manner to effectuate the intent that there be no renewals or new policies (but for those Policies required under applicable law to be renewed) after the termination of the Reinsurance Agreement.

ARTICLE 16 - COMPLAINTS

16.1 All written and oral complaints and requests for assistance filed with the Managing General Agent by any regulatory authority, insured, claimant or any other interested party to a Policy or claim are to be handled by the Managing General Agent as follows:

(1) the Managing General Agent shall maintain and make available for inspection by the Company, complaint logs of all written and oral complaints and requests for assistance filed with Managing General Agent or the Company by the any regulatory agency on behalf of or directly by an insured, claimant, or any other interested party to a Policy or claim;

(2) the Company will promptly notify the Managing General Agent of any such complaints it receives in respect of the Subject Business; and

(3) the Managing General Agent shall promptly research the circumstances of each complaint and provide the Company with a written reasonable explanation of the Managing General Agent's position and intention.

The Managing General Agent agrees that it will take such commercially reasonable steps to monitor, track and study its complaint activity on a routine basis for the purpose of minimizing valid complaints and reducing causes of complaints and to further promote reasonable service standards as may be set forth in writing by the Company and delivered to the Managing General Agent from time to time.

16.2 For all other complaints, the Managing General Agent is to maintain a log and complete records of each complaint and all supporting documentation in a form mutually agreed by the parties.

16.3 The Managing General Agent acknowledges its responsibility to timely address and eliminate complaints from policyholders and third parties.

16.4 The Company shall forward to the Managing General Agent all complaints and time- demand correspondence received by the Company relevant to the Managing General Agent on this Agreement in a timely manner.

16.5 The Managing General Agent shall reasonably cooperate, at its own expense, with any audit, investigation, inquiry or examination conducted by a regulatory authority against the Company, the Reinsurer or the Managing General Agent with regard to the Subject Business and promptly notify the Company of the same, and reasonably cooperate with the Company in connection therewith.

ARTICLE 17 - REQUIRED INSURANCE

17.1 For so long as this Agreement is in effect and for one (1) year after the expiration date of the last Policy produced by the Managing General Agent under this Agreement, the Managing General Agent or its affiliates shall purchase and maintain insurance of the following types and limits of liability under which the Managing General Agent shall be covered:

(1) errors and omissions insurance policy issued by insurers rated no less than "A-" by A.M. Best Company with a minimum limit per claim equal to $2,000,000 with a retention or deductible of not more than $250,000, adjusting to a minimum limit per claim equal to $5,000,000 when premium volume exceeds $50,000,000 in any one annual period, whichever is greater.

(2) fidelity bond or other coverage for the loss, theft, defalcation, embezzlement, conversion or other misappropriation of funds handled by the Managing General Agent, including its officers and directors, with limits in an amount not less than $1,000,000 per occurrence, with a per occurrence deductible of not more than $250,000. At least thirty (30) days prior to the expiration, cancellation or modification of such insurance, the Managing General Agent or its insurer shall provide written notice to the Company.

(3) commercial general liability coverage ("CGL") with limits of not less than $2,000,000 each occurrence, $2,000,000 personal and advertising liability coverage and $4,000,000 general annual aggregate.

17.2 The Managing General Agent shall name the Company as an additional insured on its CGL policy. The coverage and limits for the Company as additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance maintained by or provided to the Company.

17.3 All insurance policies issued in compliance with this Article shall be endorsed to require that the Company be notified at least thirty (30) days in advance in the event of cancellation, non- renewal or material change in coverage of such policies.

17.4 The Managing General Agent shall provide the Company with valid certificates of insurance as required in this Article 17.

ARTICLE 18 - CONFIDENTIALITY

18.1 "Confidential Information" shall mean all information, whether or not reduced to written or recorded form, which (i) pertains to the Company or the Managing General Agent, any negotiations or business pertaining thereto, or any of the transactions either contemplates, including all financial, customer, and reinsurance information, and is not intended for general dissemination; (ii) is confidential or proprietary in nature (including any analyses, compilations, data, studies, notes, translations, memoranda, plans or other documents concerning the Company or any of its affiliates, any Nonpublic Information (as defined below), any Personal Information (as defined below) or any policyholder information), was provided to the party or its representatives by the Company or the Managing General Agent, as applicable, and relates directly or indirectly to either the Company or the Managing General Agent or the business of either; (iii) pertains to confidential or proprietary information of the Company or the Managing General Agent which has been labeled in writing as confidential or proprietary, or (iv) qualifies as non-public personal information or personal health information that is protected under state or federal law. The parties acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it by confidential envelope or communication, in order to preserve the confidential nature of the information. For purposes of this Section 18.1, the Company is not an affiliate of the Managing General Agent.

18.2 Except as required or compelled by a court of competent authority or other provision of applicable law, the parties shall each keep confidential and shall not disclose to others and shall use reasonable efforts to prevent its affiliates, successors, and assigns, employees and agents, if any, from disclosing all Confidential Information to others, without the prior written consent of the entity owning it.

18.3 Information which: (i) is available, or becomes available, to the public through no fault or action by such party, its agents, representatives or employees; or (ii) becomes available on a non- confidential basis from any source other than the Company or Managing General Agent, as applicable, and such source is not prohibited from disclosing such information, shall not be deemed Confidential Information.

18.4 Confidential Information and all copies thereof shall remain at all times the property of the Company or the Managing General Agent, as applicable. Each party will, upon request and at the cost of the party owning the Confidential Information, promptly return any Confidential Information to the disclosing party. Confidential Information shall include any information exchanged by the parties under a non-disclosure agreement or other agreement executed in anticipation of this Agreement.

18.5 The parties each shall (i) keep Confidential Information confidential and (ii) only collect, use, process, and disclose Confidential Information for purposes of performing obligations hereunder, enforcing rights and remedies hereunder as provided herein, or complying with applicable law. The parties each agree to comply with all applicable state and federal laws and regulations relating to the confidentiality and/or privacy of any information obtained under this Agreement relating to insureds, claimants, or others. The Managing General Agent agrees to require the same obligations from all agents, adjusters, or other third parties with whom it may contract to perform all or any part of its functions under this Agreement. This provision applies to Nonpublic Information and Personal Information as well as all other Confidential Information shared pursuant to this Agreement. The parties each agree to comply with all Applicable Privacy Laws (as defined below) in the collection, storage, use, access, disclosure, processing, and transfer of Confidential Information subject to this Agreement. The parties each agree to implement administrative, physical and technical safeguards to protect any Confidential Information of the other that are no less rigorous than accepted industry standards applicable to regulated financial services entities and as are required by any data protection, privacy, or data security laws and regulations applicable to the other, the Confidential Information, or, with respect to the Confidential Information, the Company or its affiliates ("Applicable Privacy Laws"), and to ensure that all such safeguards, including the manner in which the Confidential Information is collected, accessed, used, stored, processed, transferred, disposed of and disclosed, comply with Applicable Privacy Laws, as well as the terms and conditions of this Agreement. The parties each agree to otherwise take all reasonable precautions and protections, including the creation and maintenance of written information security policies and procedures and adequately protected information technology systems, to safeguard and protect the confidentiality of the Confidential Information of the other in accordance with this Agreement and with any Applicable Privacy Laws. Consistent with and except as prohibited by this Agreement, the Managing General Agent shall be permitted to disclose Confidential Information to its affiliates and its and their respective consultants, attorneys, actuaries and auditors, subject to such parties being subject to professional or written contractual obligations of confidentiality, privacy, and security substantially similar to those provided in this Agreement.

(1) "Nonpublic Information" has the meaning set forth in New York Department of Financial Services 23 NYCRR 500.

(2) "Personal Information" shall mean (i) any "nonpublic personal information" as such term is defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder, (ii) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, household, or an individual's electronic device, such as name, signature, address, social security number, telephone number or other unique identifier, together with any other information that relates to an individual or household who has been so identified in any format whether written, electronic or otherwise, or (iii) as such term or similar terms (e.g., personal information, personally identifiable information) are defined in Applicable Privacy Laws.

18.6 In the event either party becomes aware of any Security Breach affecting such party, such party agrees to promptly, and within twenty-four (24) hours, notify the other of such Security

Breach (with any such notification to include a detailed summary of the Security Breach that includes: data elements and number of records exposed/misused; estimates of the effects of such Security Breach; and the corrective actions to be taken), to cooperate with the other party and its affiliates and their respective representatives in investigating and remediating such Security Breach, and to use reasonable best efforts to immediately remedy such Security Breach and prevent any further Security Breach. The party subject to the Security Breach will reimburse the other party and its affiliates and their respective representatives for actual, reasonable, out of pocket costs incurred by such parties in responding to such Security Breach, including all actual, reasonable, out of pocket costs of notice and/or remediation. To the extent that such Security Breach resulted from any action or omission of a party or any breach by such party of its obligations under this Agreement, the party at such fault shall defend, hold harmless and indemnify the other party for any third party claims relating to such Security Breach. Neither party shall identify the other party in connection with any Security Breach without first obtaining such party's prior written consent. Each party further agrees to reasonably cooperate with the other party, at its own expense, in any litigation or other formal action as reasonably deemed necessary by the parties, relating to a Security Breach. If the Managing General Agent is subject to a Security Breach, then the Company reserves the right to require the Managing General Agent to implement commercially reasonable security measures and risk management procedures and requirements to resolve confidentiality and integrity issues relating to the Security Breach. "Security Breach" means any (i) actual or suspected unauthorized use, disclosure, access, acquisition of or any act or omission that compromises either the security, confidentiality or integrity of Confidential Information or Nonpublic Information or the physical, technical, administrative or organizational safeguards put in place by a party that relates to the protection of the security, confidentiality or integrity of Confidential Information or Nonpublic Information relating to this Agreement, (ii) receipt of a complaint in relation to the privacy practices of a party relating to this Agreement, or (iii) a party's breach or alleged breach of this Agreement relating to privacy practices.

18.7 With regard to: (i) the Company's Nonpublic Information and (ii) Information Systems (as defined in New York Department of Financial Services 23 NYCRR 500) that maintain, access, or process Nonpublic Information: the Managing General Agent shall comply with all requirements of 23 NYCRR 500 with regard to such Nonpublic Information and Information Systems in the same manner as is required of the Company as a covered entity under such regulations, except that the Managing General Agent shall not provide notices or filings to the Superintendent pursuant to Section 500.17 (unless the Managing General Agent independently is a "covered entity" as defined by 23 NYCRR 500). The Company has the right to periodically audit and assess the Managing General Agent's compliance with 23 NYCRR 500 upon reasonable advance notice.

The Managing General Agent shall use effective controls, including encryption of Nonpublic Information (both in transit and at rest), Multi-Factor Authentication (as defined by 23 NYCRR 500) and Risk-Based Authentication (as defined by 23 NYCRR 500), to protect against unauthorized access to Nonpublic Information and Information Systems. Multi-Factor Authentication must be utilized, at a minimum, for any individual accessing internal networks from an external network and for any remote access.

18.8 The Managing General Agent will not retain, use, or disclose Personal Information: (i) for any purpose other than to perform the services under this Agreement or (ii) outside of the direct business relationship between the Company and the Managing General Agent. The Managing

General Agent shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Personal Information to any third party for monetary or other valuable consideration. The Managing General Agent certifies that it understands the restrictions on its processing of Personal Information as set forth in this Agreement and will comply with them.

18.9 The Managing General Agent shall cause each Producer to comply with the provisions of this Article 18.

18.10 The parties acknowledge that any failure to comply with the terms of this Article 18 will cause irreparable injury to the owner of the Confidential Information, and such party may enforce its rights under this Article by way of injunction and may obtain an injunction to enjoin or restrain any breach or threat of breach of any of these provisions. Article 18 shall survive the termination of this Agreement.

ARTICLE 19 - MISCELLANEOUS

19.1 The Managing General Agent is prohibited from offsetting balances due under this Agreement with any amount due under any other contract.

19.2 This Agreement (including, for the avoidance of doubt, any exhibits hereto) and the Reinsurance Agreement contain the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties hereto relating to such subject matter.

19.3 No amendments to or modifications of this Agreement shall be valid unless made in writing and executed by the Company and the Managing General Agent in the form of an amendment to this Agreement with a specified effective date.

19.4 The Company may not, directly or indirectly, assign its rights and obligations under this Agreement in whole or in part to any party without the prior written approval of the Managing General Agent. Except as provided in this Agreement, the Managing General Agent may not, directly or indirectly, assign or delegate its rights and obligations under this Agreement in whole or in part to any party without the prior written approval of the Company. The Managing General Agent agrees that its duties and obligations under this Agreement shall be due and owing also to the Company's successors and assigns.

19.5 Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural and any term stated in the masculine, the feminine, or the neuter gender shall include the masculine, the feminine, and the neuter gender. All captions and section headings are intended to be for purposes of reference only and do not affect the substance of the articles to which they refer. The terms hereof, herein, hereby, and derivative or similar words will refer to this entire Agreement. The word "or" means "and/or" unless indicated otherwise by the context.

19.6 Each party hereto agrees to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

19.7 In the event that any of the provisions or portions thereof of this Agreement are held to be illegal, invalid or unenforceable by any court of competent jurisdiction or Arbitration, the validity and enforceability of the remaining provisions or portions thereof shall not be affected by the illegal, invalid or unenforceable provisions or by its severance here from giving effect to the extent possible of the original intent of the parties hereto as expressed in this Agreement as originally written.

19.8 Any and all notices required or permitted to be given under this Agreement shall be in writing and will be deemed given when personally delivering such notice or by sending it by a delivery service or by mailing it, certified mail, return receipt requested, to the parties' address as provided below.

To the Company:

Homesite Insurance Company 6000 American Parkway

Madison, WI 53783

Attn: Thomas Hrdlick

To the Managing General Agent:

Bowhead Specialty Underwriters, Inc. 667 Madison Avenue, 5th Floor

New York, NY 10065

Attn: Office of General Counsel

19.9 The parties hereto hereby irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the courts of the federal courts located in the City of New York in the State of New York, for any lawsuits, actions or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, action or other proceeding except in such courts; (ii) agree and acknowledge that service of any process, summons, notice or document by mail to the address set forth in the notice provision herein shall be effective service of process for any lawsuit, action or other proceeding brought against such party in any such court; and (iii) waive any objection to the laying of venue of any lawsuit, action or other proceeding arising out of or relating to this Agreement in the courts of the City of New York in the State of New York and waive and agree not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

19.10 Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY WAIVES ITS RESPECTIVE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM ARISING FROM OR RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREUNDER**. The scope of this waiver is intended to encompass any and all disputes that may be filed in any court and that arise from or relate to the subject matter of this Agreement, including, without limitation, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. This waiver will apply to any subsequent amendments, renewals, supplements or modifications of or to this Agreement.

19.11 This Agreement has been made and entered into in the State of New York. This Agreement shall be governed by New York law, without regard to conflicts of law principles. As used in this Agreement the term "Applicable Law" shall include New York law, and other any law, rule, regulation, directive or judicial or administrative decision or order which applies to conduct of business under this Agreement.

19.12 This Agreement may be executed simultaneously in several counterparts, each of which will constitute one and the same instrument.

19.13 The parties mutually represent and warrant that they are not subject to any restrictive covenants that restrict their respective abilities to enter into this Agreement. The parties further represent and warrant to each other that neither they, as entities or licensees, nor, any of its owners, officers, directors, managers, members, employees or agents have been convicted of any state or federal felony involving dishonesty or breach of trust. The parties shall have a continuing obligation to notify each other in the event any owner, officer, director, manager, member, employee, or agent is convicted of such a crime, and provide the required written consent from the appropriate regulator regarding same that is compliant with all state and federal law.

19.14 Nothing in this Agreement shall be construed as requiring the Company to monitor the book of business which is the subject of the Reinsurance Agreement for the benefit of the Reinsurer.

19.15 The parties hereby acknowledge and agree that (i) each party and its counsel have reviewed and have had an opportunity to negotiate the terms and provisions of this Agreement and have contributed or have been offered the opportunity to contribute to their revisions; (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of them; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

19.16 This Agreement is not intended to confer upon any person other than the parties any rights or remedies hereunder.

[Signature Page Follows]

Company:

HOMESITE INSURANCE COMPANY

By: /s/ Michael Lorion

Name: Michael Lorion

Title: President

Date: May 23, 2024

Managing General Agent:

BOWHEAD SPECIALTY UNDERWRITERS, INC.

By: /s/ Matthew Crusey

Name: H. Matthew Crusey

Title: General Counsel

Date: May 23, 2024

EXHIBIT A
SUBJECT BUSINESS

[Omitted]

EXHIBIT B
UNDERWRITING GUIDELINES

[Omitted]

EXHIBIT C
MGA COMMISSION

[Omitted]

Exhibit 10.7

AMENDED AND RESTATED
100% QUOTA SHARE REINSURANCE AGREEMENT AMONG
AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I. (the "Company"), and
BOWHEAD INSURANCE COMPANY, INC. (the "Reinsurer").

TABLE OF CONTENTS

AMENDED AND RESTATED

QUOTA SHARE REINSURANCE AGREEMENT

THIS AMENDED AND RESTATED QUOTA SHARE REINSURANCE AGREEMENT (this "Agreement") is made and entered into as of the 23rd day of May, 2024 (the "Date of Determination") with effect as at 12:01 a.m. Eastern Standard Time, on November 1, 2020 (the "Effective Date"), by and between American Family Mutual Insurance Company, S.I. (the "Company") and Bowhead Insurance Company, Inc. (the "Reinsurer");

W I T N E S S E T H:

THAT, in consideration of the mutual covenants hereinafter contained and upon the terms and conditions hereinbelow set forth, the parties hereto agree as follows:

PREAMBLE

WHEREAS, the Company and the Reinsurer entered into a quota share reinsurance agreement dated as of January 1, 2021 (the "Original Agreement"), and this Agreement amends and replaces that agreement in its entirety.

WHEREAS, it is understood that the Company and the Reinsurer (hereinafter identified collectively as the "Parties") wish to enter into a reinsurance arrangement through which the Company is to bear no business, credit or insurance risk whatsoever, save the risk of the Reinsurer's insolvency or as otherwise expressly provided for herein. The Reinsurer shall hold the Company harmless, defend and indemnify it for these and all risks associated with this Agreement. The Reinsurer undertakes to protect the Company from loss or liability on coverage the Company or its affiliates (other than Reinsurer) issues not only in form but in fact. The sole consideration provided by the Company, in exchange for the fees as agreed to and premiums to be ceded hereunder, is to permit the Policies (as hereinafter defined) which are reinsured 100% under this Agreement to be issued in the name of the Company or its affiliates (other than Reinsurer). All provisions of this Agreement shall be interpreted so as to be in accord with this Preamble.

ARTICLE I

CLASSES OF BUSINESS REINSURED

1.01 The Company obligates itself to cede to the Reinsurer, and the Reinsurer obligates itself to accept, the Reinsurer's Quota Share (defined below) of the Company's gross liability under all policies, certificates, contracts, binders, agreements, endorsements, amendments or other proposals or evidences of insurance and/or indemnity reinsurance agreements with its affiliates (other than Reinsurer) or assumed from captive insurers (hereinafter called "Policies"), including losses, Loss Adjustment Expense, and, in accordance with Article XII, Extra Contractual Obligations and Loss in Excess of Policy Limits, that are either (a) produced by or through Bowhead Specialty Underwriters, Inc. ("Agent") or its appointed subagents and designated representatives, on or after the Effective Date under (i) the General Managing Agency Agreement dated February 1, 2021 (as may be amended from time to time) by and between Homesite Insurance Company and the Agent, (ii) the Amended and Restated Managing General Agency

Agreement dated April 1, 2022 (as may be amended from time to time) by and between Homesite Insurance Company of Florida and the Agent, and (iii) the Managing General Agency Agreement dated February 1, 2021 (as may be amended from time to time), by and between Midvale Indemnity Company and the Agent; (collectively, the "Agency Agreements") or (b) those that are set forth on Schedule A and issued by certain affiliates of the Company on or after November 1, 2020 and reinsured to the Company. The "Reinsurer's Quota Share" shall be 100%, subject to reduction with respect to certain Policies as provided in Section 4.03. The Policies shall consist only of the classes and lines of business set forth on Schedule A, as classified by the Company.

(a) "Loss Adjustment Expense" shall mean amounts paid or payable by the Company that are not part of the indemnity under the terms and conditions of the original Policy, whether or not made in connection with the marketing of such Policy, or the disposition or handling of a claim, loss or legal proceeding (including investigation, negotiation, cost of bonds, court costs, statutory penalties, pre-judgement interest or delayed damages, and interest on any judgment or award and legal expenses of litigation or arbitration) and the Company's defense costs and legal expenses incurred in connection with legal actions (including, but not limited to, declaratory judgment actions) allocable to any Policy and any claims under any Policy subject to this Agreement. Any declaratory judgment action expenses shall be deemed to have been fully incurred on the same date as the original loss (if any) giving rise to the action. Pre-judgment interest and delayed damages shall include interest or damages added to a settlement, verdict, award or judgment based on any time prior to such settlement, verdict, award or judgment whether or not made part thereof.

1.02 In no event shall any breach or violation by the Agent of any Agency Agreement preclude, invalidate or reduce the reinsurance coverage hereunder for any Policy produced under the Agency Agreements, including any failure of a Policy to comply with the Agency Agreements or Schedule A due to any action or omission of the Agent. Business ceded hereunder shall include every original policy, rewrite, renewal or extension (whether before or after termination of this Agreement) required by applicable law or the domiciliary insurance regulator of the Company (the "DIR"), or any other authority having competent jurisdiction, of any Policy ceded hereunder, including as the result of termination of the Agent or any of its appointed subagents or designated representatives ("Mandatory Renewals").

1.03 The Company and the Reinsurer agree that the Agent shall have the authority to accept, on forms approved by the Company, such Policies, endorsements, binders, and certificates of proposal for insurance of the lines and classes of business, and in the territories, as set forth on Schedule A. The Reinsurer will not, and will cause the Agent not to, solicit or accept proposals or bind the Company for insurance coverage on any business not specifically included as a class of business set forth on Schedule A and in the applicable Agency Agreement.

1.04 The parties understand and intend that the Agent and the Reinsurer will agree on the premium rates to be charged under this program, subject to the consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed. Rate changes proposed by the Reinsurer shall be incorporated into the rate filing by the Agent. The Company shall bear no liability or responsibility for rate changes agreed to between the Reinsurer and the Agent, or proposed by either of them.

1.05 Whenever and solely to the extent coverage or any payment provided by this Agreement would be in violation of (a) any economic or trade sanctions of the U.S. or of the Reinsurer's jurisdiction of domicile, such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control, or (b) the USA Patriot Act or the Foreign Corrupt Practice Act, 15 U.S.C Sections 78dd-1 et seq., assuming such payment was made by a Person subject to such laws or regulations, in either case, such coverage shall not be provided hereunder and the Reinsurer shall be excused of such reinsured liability and payment to the extent required to avoid such violation; provided, that the Reinsurer shall use best efforts to obtain any license or approval required to legally provide coverage or make payment and to legally effect the same.

1.06 The Reinsurer acknowledges that it has been afforded the opportunity to review the records of the Agent including but not limited to rate levels, rate filings, underwriting guidelines and claims handling. Although the Company may perform reviews as well, it is understood that the participation of the Reinsurer in this Agreement is not based upon due diligence performed by the Company. The Company shall not be responsible for monitoring the Agent, and any acts or omissions of the Agent will not serve to relieve the Reinsurer of its obligations under this Agreement.

1.07 In the event the Reinsurer, or the Agent or its appointed subagents or designated representative, binds the Company for insurance coverage on insurance risks which are in violation of an applicable Agency Agreement or in excess of the policy limits set forth in Article I and Schedule A, and/or are not within the terms of business specified in Article I and Schedule A, and/or are not within the territory specified in Article I and Schedule A, and/or are excluded under Article I and Schedule A, whether intentional or not, the Reinsurer and the Agent will do such things and take such actions as may be necessary to reduce the Company's exposure to such risks and to hold the Company harmless against any liability or loss which may be incurred by the Company in excess hereof. At the Company's request, the Reinsurer or the Agent, in accordance with applicable law, and policy terms, shall cancel or not renew any risk bound that is not in conformance with an applicable Agency Agreement or this Agreement. Any such insurance coverage on insurance risks bound in violation of an applicable Agency Agreement or contrary to the limitations which are in excess of the policy limits set forth in Article I and Schedule A, and/or are not within the classes of business specified in Article I and Schedule A, and/or are not within the territory specified in Article I, and/or are excluded under Article I and Schedule A, whether intentional or not, shall be 100% reinsured and subject to this Agreement.

ARTICLE II

COMMENCEMENT OF LIABILITY

The liability of the Reinsurer shall commence obligatorily and simultaneously with that of the Company as soon as the Company becomes liable. The premium on account of such liability shall be credited to the Reinsurer from the original date of the Company's liability; provided, that the Company shall have no liability to remit premiums to the Reinsurer until actually received by the Company.

ARTICLE III

REINSURANCE FOLLOWS PRIMARY POLICIES

All reinsurance for which the Reinsurer shall be liable, by virtue of this Agreement, shall be subject, in all respects, to the same rates, terms, conditions, interpretations, waivers, the exact proportion of premiums paid to the Company without any deduction for brokerage, and to the same modifications, alterations and cancellations, as the respective insurance and Policies of the Company to which such reinsurance relates, the true intent of this Agreement being that the Reinsurer shall, in every case to which this Agreement applies and in the proportion specified herein, follow the fortunes and settlements of the Company.

ARTICLE IV

COMMENCEMENT AND TERMINATION

4.01 This Agreement shall take effect as of the Effective Date and remain continuously in force until terminated according to the provisions set forth herein on a run-off basis.

4.02 This Agreement may be terminated for new and renewal business (other than Mandatory Renewal Policies) as follows:

(a) By the Company, on or after the date that is five (5) years after the Date of Determination (defined below), by (i) giving at least ninety (90) days prior written notice to the Reinsurer (which notice may be given before such date) if the Parties have agreed on a new Ceding Fee pursuant to Section 8.02 effective on and after such date or (ii) giving written notice of immediate effect to the Reinsurer if the Parties have not agreed on a new Ceding Fee pursuant to Section 8.02;

(b) By mutual written agreement;

(c) Immediately, upon written notice by either party, if the other party is found to be insolvent by a state insurance department or court of competent jurisdiction, or is placed in supervision, conservation, rehabilitation, or liquidation, or has a receiver, rehabilitator, liquidator or supervisor appointed;

(d) By the Company upon prior written notice to Reinsurer, in the event the DIR shall order cancellation of this Agreement;

(e) By the Company upon forty-five (45) days prior written notice to Reinsurer with the opportunity to cure during such period, if (a) during the first two years after the Date of Determination, either (i) the Reinsurer's Earned Surplus Ratio exceeds 1.3 or (ii) its Written Surplus Ratio exceeds 2.6, and (b) thereafter, if the Reinsurer's Written Surplus Ratio exceeds 1.5;

(f) By either party, if the other party hereto materially breaches any term or condition of this Agreement and fails to cure such breach within forty-five (45) days of written notice thereof;

(g) By the Company, if the Reinsurer has received an insurer financial strength rating from A.M. Best or any other nationally recognized statistical rating organization or rating

agency, and thereafter, such rating has been withdrawn or has been reduced by such agency to below A- (or the equivalent insurer financial strength rating of such rating agency) and the Reinsurer has not cured such downgrade or withdrawal within ninety (90) days of notice thereof; or

(h) By the Company, if the Reinsurer breaches Section 5.01, Section 5.03 or Section 5.06 and fails to cure such breach within thirty (30) days of written notice thereof; or

(i) By the Company upon one hundred eighty (180) days notice if the aggregate gross written premium produced by or through Agent under the Agency Agreements and ceded to the Reinsurer under this Agreement exceeds $1,000,000,000 in the aggregate during any calendar year and the Company and the Reinsurer have not reached a mutually acceptable agreement within ninety (90) days of the Reinsurer's receipt of such notice.

During the period from the date the Reinsurer received a notice of termination under this Section 4.02 until such termination, the parties may discuss an extension or amendment of the terms of this Agreement.

4.03 If the Company is entitled to terminate this Agreement for new business under Section 4.02, the Company may, in its sole discretion, elect by written notice to the Reinsurer to reduce the Reinsurer's Quota Share in lieu of terminating for New Business, such reduction in the Reinsurer's Quota Share only to apply to Policies issued and reinsured after the date such written notice is given.

4.04 When this Agreement terminates for any reason, reinsurance hereunder shall continue to apply to the business in force at the time and date of termination until expiration or cancellation of such business. It is understood that any Policies with effective dates prior to the termination date but issued after the termination date are covered under this Agreement. Additionally, the reinsurance hereunder shall continue to apply as to Mandatory Renewal Policies, even if issued after the date of termination.

4.05 Upon termination of this Agreement, neither party shall be relieved of nor released from any obligation created by or under this Agreement in relation to payment, expenses, reports, accounting or handling, which relate to insurance business already reinsured under this Agreement. The Parties hereto expressly covenant and agree that they will cooperate with each other in the handling of all such run-off insurance business until all Policies have expired either by cancellation or by terms of such Policies and all outstanding losses, Loss Adjustment Expenses, Extra Contractual Obligations and Loss in Excess of Policy Limits have been settled. While by law and regulation, the Company recognizes its primary obligations to its policyholders, the Reinsurer recognizes that to the extent possible there shall be no cost to or involvement by the Company in servicing this run-off. Upon termination of this Agreement, the Reinsurer, or the Agent acting on its behalf, shall service the run-off of the business, and its duties for such run-off shall include, but not be limited to, handling all claims, and handling and servicing all Policies through their natural expiration, together with any Policy renewals, required to be made by provisions of applicable law, whether or not the effective date of such renewal is subsequent to the effective date of termination of this Agreement. All costs and expenses associated with the handling of such run-off business following the termination of this Agreement shall be borne solely by the Reinsurer so

long as the Reinsurer, or the Agent acting on its behalf, shall be permitted to continue to service the run-off of the business. If for any reason the Reinsurer is unable to service any such run-off business (or any business while the Agreement is still in effect), including the payment of claims, then consistent with this Agreement, the Reinsurer shall appoint a successor, subject to the approval of the Company which approval shall not be unreasonably delayed, conditioned or withheld, to administer and otherwise handle the run-off as provided herein. Such successor shall perform all of the duties and obligations of the Reinsurer with respect to servicing such run-off business, including the payment of claims. In addition, the Company in its reasonable discretion may terminate the authority of the Reinsurer or a successor thereto to handle such run-off business and the Reinsurer shall then appoint a successor to handle the run-off, subject to the Company's approval; provided that if the Company shall terminate the authority of the Reinsurer or any successor thereto, the Company shall bear the cost of such replacement.

4.06 In the event this Agreement is terminated, the Reinsurer shall remain liable to and shall, immediately upon request, reimburse the Company for any assessment or premium tax made upon the Company, as described in Article 10, which applies to the risks reinsured hereunder to the effective date of termination. The Company shall likewise remain liable for, and account to the Reinsurer for any recovery of such assessment, or any credit allowed to it against its premium tax, applicable to the risks reinsured hereunder.

4.07 This Agreement provides for termination on a run-off basis. The relevant provisions of the Agreement shall apply to the business being run-off.

ARTICLE V

CREDIT FOR REINSURANCE AND COLLATERAL

5.01 Credit for Reinsurance. The Reinsurer shall maintain such licenses or accreditation, and take such actions, including in the absence of applicable licensing or accreditation the posting of any collateral, as required to provide the Company with full credit for the reinsurance ceded hereunder in the Company's statutory financial statements. In the event any term or condition is required by applicable law to be included herein or in any related trust agreement in order to allow the Company to take such credit for reinsurance, such term or condition shall be incorporated without further action of the parties herein or therein, notwithstanding which the parties shall promptly amend this Agreement or such related trust agreement to include such term and condition in order to allow the Company to take such credit for reinsurance.

5.02 Trust Agreement. On the date hereof, the Reinsurer and the Company shall enter into a form of trust agreement (the "Trust Agreement") with a trustee meeting the qualifications of Section 5.04 (the "Trustee"), which shall (a) provide for the establishment of an account with the Trustee and name the Company as the sole beneficiary thereof and (b) secure the Obligations (as defined herein) of the Reinsurer hereunder (the "Trust" and such account, the "Trust Account"). Costs and expense of the Trust Account and under the Trust Agreement shall be at the sole expense of the Reinsurer.

5.03 Trust Required Balance. The Reinsurer shall fund the Trust Account at the amount of the Obligations (the "Trust Required Balance"). The Trustee Agreement shall provide for the Trustee to deliver a statement of the assets in the Trust Account and their fair market value as of

the last day of each month. Within 10 days after delivery of each such report in respect of such calendar month, the Reinsurer shall deposit additional assets complying with Section 5.04 if required, such that the fair market value of the assets on deposit in the Trust Account is equal to the Obligations as of the last day of such month. To the extent such aggregate fair market value of such assets exceeds 102% of the Obligations as of the last day of such month, the Reinsurer may request the Trustee with the consent of the Company to effect the withdrawal of such excess from the Trust Account, such of the Company not to be unreasonably or arbitrarily withheld, conditioned or delayed. Notwithstanding the foregoing, the Reinsurer shall not be required to provide collateral in the Trust Account to the extent that, and only so long as (a) the Reinsurer holds an "A-" or higher insurer financial strength rating from A.M. Best and (b) the Reinsurer is licensed or accredited as required so that the Company may be entitled to take full credit under its statutory financial statements for reinsurance provided in this Agreement in respect of the business ceded hereunder in accordance with applicable law.

5.04 Trustee; Trust Assets. The Trustee must be either a member of the Federal Reserve System, or a state-chartered bank or trust company that is not a parent, subsidiary or Affiliate of the Company or the Reinsurer. The Trustee must be organized, or in the case of a United States branch or agency office of a foreign banking organization, licensed, under the laws of the United States of any state, have been granted authority to operate with fiduciary powers, and be regulated, supervised and examined by United States federal or state authorities having regulatory authority over banks and trust companies. All assets in the Trust Account must be held by the Trustee at the Trustee's office in the United States. Assets deposited in the Trust Account shall be valued according to their current fair market value, and shall consist only of cash (United States legal tender), certificates of deposit (issued by a United States bank and payable in United States legal tender), and investments of the types permitted by the insurance laws of the state of domicile of the Company, provided, that such certificates of deposits and investments are issued by an institution that is not the parent, subsidiary, or Affiliate of either of the Reinsurer or the Company. With respect to any Company domiciled in (A) Wisconsin, such investments shall consist of admitted assets, permitted under Wisconsin Ins. Law Ch. 620, Stats., that are not excluded from the calculation of compulsory surplus and (b) Illinois, investments permitted by the Illinois Insurance Code. The Reinsurer shall ensure that the assets held in the Trust shall be held in the form of "Eligible Assets" as defined in the Trust Agreement (the "Statutory Eligible Investments"), complying with the Trust Agreement's Investment Guidelines and applicable laws and regulations governing the Company's credit for reinsurance.

5.05 Assignments and Endorsements. Prior to delivering any assets for deposit in the Trust, the Reinsurer shall execute assignments, endorsements in blank, or otherwise transfer of all of its right, title and interest in such assets (according to procedures set forth in the Trust Agreement), so that the Company, or the Trustee upon the Company's direction, may whenever necessary negotiate title to all shares, obligations or any other assets requiring assignments in order that the Company, or the Trustee upon direction from the Company, may whenever necessary negotiate any such assets without consent or signature from the Reinsurer or any other entity.

5.06 Withdrawal by the Company from the Trust.

(a) The Parties acknowledge that the Company may withdraw assets from the Trust Account at any time and from time to time, notwithstanding any other provisions of this

Agreement, and such assets shall be utilized and applied by the Company, or any successor by operation of law of the Company, including any liquidator, rehabilitator, receiver or conservator of the Company, without diminution because of insolvency on the part of the Company or the Reinsurer, for the following purposes only:

(i) to pay or reimburse the Company for the Reinsurer's share under this Agreement of surrenders, benefits and losses paid by the Company, but not recovered from the Reinsurer, or for unearned premiums returned to the owners of Policies reinsured hereunder if not otherwise paid by or on behalf of the Reinsurer in accordance with the terms of this Agreement;

(ii) to make payment to the Reinsurer, of any amounts held in the Trust Account that exceed one hundred two percent (102%) of the actual amount required to fund the Reinsurer's entire Obligations under this Agreement;

(iii) to pay or reimburse any other amounts that the Company claims are due from the Reinsurer hereunder;

(iv) where the Company has received notification of termination of the Trust Account and where the Reinsurer's entire Obligations (defined below) under this Agreement remain unliquidated and undischarged ten (10) days before the termination date, to withdraw amounts equal to one hundred two percent (102%) of the actual amount required to fund the Reinsurer's entire Obligations under this Agreement, to fund a separate account with the Company in an amount of at least equal to the deduction for reinsurance ceded, from the Company liabilities for the Policies reinsured hereunder, in the name of the Company in any United States bank or trust company apart from its general assets, in trust for the uses and purposes specified in clauses (i), (ii) and (iii) of this Section 5.06(a) that remain executory after the withdrawal and for any period after such termination date. The account shall include, but not be limited to, amounts for policy reserves, claims and losses incurred (including losses incurred but not reported), loss adjustment expenses and unearned premium reserves; and

(v) at the written request of the Agent or the Reinsurer, to deposit funds in a claims payment account (the "Claims Payment Account") established by the Agent in the name of the Company to fund the estimated payment of losses, claims and loss adjustment expenses reasonably estimated by the Agent required to pay losses, claims and loss adjustment expenses for the next calendar month;

(vi) "Obligations" within this Article V shall, if the Reinsurer is licensed or accredited as required to provide the Company with full credit for the reinsurance ceded hereunder in the Company's statutory financial statements, include:

(A) Reinsured losses and allocated loss expenses paid or payable by the Company, but not recovered from the Reinsurer;

(B) Reserves for reinsured losses reported and outstanding;

(C) Reserves for reinsured losses incurred but not reported;

(D) Reserves for allocated reinsured loss expenses; and

(E) Reserves for 40% unearned premiums; provided, however, that this amount may be reduced by an amount, determined by the Reinsurer in good faith to be no more than strictly necessary to prevent the Reinsurer and its affiliates from (i) breaching any liquidity covenant under any credit facility that supports the Reinsurer's operations or (ii) having insufficient liquidity for the day-to-day operations of the Reinsurer and its affiliates;

provided that, the establishment of reserves for purposes of the definition of "Obligations," and the determination of corresponding funding of security for such Obligations provided in Section 5.03, shall both be set by the Reinsurer, reasonably, in good faith and in accordance with SAP, determined net of any and all inuring reinsurance purchased by the Reinsurer for the Subject Business (the "Inuring Reinsurance"); provided further, that (1) the Reinsurer shall be obligated to instruct all such Inuring Reinsurance retrocessionaires that any funds paid, payable or advanced to the Reinsurer in respect of any such Inuring Reinsurance shall be immediately deposited directly into the Trust Account or the Claims Payment Account, as directed in writing by the Company from time to time, and at any time, and (2) the Reinsurer shall not take any action that would redirect any such Inuring Reinsurance recovery or payment other than to the Trust Account or the Claims Payment Account, as provided in the immediately preceding clause, without the express written direction of the Company. If the Reinsurer breaches this Section 5.06, the Company shall have the right to terminate this Agreement pursuant to Section 4.02(h), subject to the applicable cure period provided therein.

If the Reinsurer is not licensed or accredited as required to provide the Company with full credit for the reinsurance ceded hereunder in the Company's statutory financial statements, the term "Obligations" within this Article V shall include:

(A) Reinsured losses and allocated loss expenses paid or payable by the Company, but not recovered from the Reinsurer;

(B) Reserves for reinsured losses reported and outstanding;

(C) Reserves for reinsured losses incurred but not reported; and

(D) Reserves for allocated reinsured loss expenses and unearned premiums;

provided, that the establishment of reserves for purposes of the definition of "Obligations," and the determination of corresponding funding of security for such Obligations provided in Section 5.03, shall both be set by the Company, reasonably, in good faith and in accordance with SAP, determined gross of any and all Inuring Reinsurance.

(b) The Company agrees to promptly return to the Trust Account any amount withdrawn in excess of the actual amounts required for clauses (i) or (iv) of Section 5.05(a) or any amounts that are subsequently determined not to be due drawn under clause (iii) of Section 5.05(a).

(c) Pursuant to this Agreement, any assets withdrawn by the Company pursuant to Section 5.05, and any interest and earnings thereon, shall at all times be held by the Company in trust for the sole and exclusive benefit of the Reinsurer to the extent not used to pay amounts due from the Reinsurer under this Agreement or any other Transaction Documents and maintained in a segregated account separate and apart from any assets of the Company.

(d) For purposes of determining any required deposit to the Trust Account under Section 5.03, assets on deposit in the Claims Payment Account shall be deemed to be on deposit in the Trust Account.

5.07 Income and Interest. Any income or interest earned on assets on deposit in the Trust Account shall be the property of and transferred to the Reinsurer, subject to any fees or expenses owed to the Trustee under the Trust Agreement.

5.08 Savings Clause. In the event any term or condition is required to be included in this Agreement in order for the Company to receive full credit for the reinsurance ceded hereunder in its statutory financial statements under applicable law or statutory accounting principles, such term or condition is hereby incorporated by reference and at the request of the Company the Reinsurer and the Company shall promptly amend this agreement to fully comply with such requirement.

ARTICLE VI

RIGHTS OF THIRD PARTIES

Nothing herein shall in any manner create any obligations, establish any rights or create any direct right of action against the Reinsurer in favor of any third party, or other person not party to this Agreement; or create any privity of contract between the policyholders and the Reinsurer.

ARTICLE VII

RETENTION AND LIMIT

The Company shall cede and the Reinsurer shall accept the Reinsurer's Quota Share of the Company's gross liability on each risk, without any retention or limit, net of any inuring reinsurance actually collected by the Company.

ARTICLE VIII

COMMISSIONS, PAYMENTS AND FEES

8.01 In consideration of the acceptance by the Reinsurer of the Reinsurer's Quota Share of the Company's liability on insurance business reinsured hereunder, the Reinsurer is entitled to the Reinsurer's Quota Share of the Net Premiums (as hereinafter defined) received on Policies reinsured less the Ceding Fee allowed the Company pursuant to Section 8.02 hereof. "Net Premiums" shall mean the gross premiums (including policy fees) written on all Policies written by Company and reinsured pursuant to this Agreement, less return premiums, commissions, any amounts paid to the Agent under any Agency Agreement, premiums for inuring reinsurance purchased by the Company, and any reasonable, documented, out-of-pocket origination costs and expenses related to the Subject Business not paid by the Agent, including brokerage, agent's commission, licensing and appointment fees for producers, costs of rate or policy filings, including

legal, audit and other expenses thereof, exchange fees, advertising and exchange, consulting fees, agency expenses, costs of inspections and other costs and expenses reasonably related to the origination of such Policies. Net Premiums may be remitted directly from the Agent to the Reinsurer (and the Reinsurer shall not be responsible for any failure of the Agent to so transmit premiums). If Net Premiums are received by the Company, they shall be promptly, and within 15 days after the end of the month in which they are received (or with respect to the first such payment, the first month ending after the execution and delivery of this Agreement in respect of the period since November 1, 2020 to such month end), remitted to the Reinsurer in cash by wire transfer.

8.02 It is understood that the Reinsurer shall pay the Company directly within thirty (30) days following the end of each month (or with respect to the first such month, the first month ending after the execution and delivery of the Original Agreement in respect of the period since November 1, 2020 to such month end), as a Ceding Fee (the "Ceding Fee"), an amount equal to 2% of the Net Premium reported by the Reinsurer per month; provided, that on the date that as of 12:01 am Eastern Standard Time is twelve (12) months after the Date of Determination, the Ceding Fee shall increase to 2.75%; provided, further, that on the date that is twenty-four (24) months after the Date of Determination, the Ceding Fee shall increase to 3.25%; provided, still further, that on the date that is thirty-six (36) months after the Date of Determination, the Ceding Fee shall increase to 5.0%. On the date that is sixty (60) months after the Date of Determination, if the Company has not exercised its right of termination under Section 4.02(a)(i), the Company and the Reinsurer shall seek to agree on a new Ceding Fee applicable on and after such date; provided, that if the Parties do not agree on a new Ceding Fee, the Company shall have the right to terminate this Agreement pursuant to Section 4.02(a)(ii).

8.03 The Company shall be entitled to receive the Ceding Fee provided hereunder out of premiums collected irrespective of any events, losses or developments for the term of this Agreement. Such payment is not dependent upon underwriting experience, loss experience, whether premium is collected or not, or any other event foreseen or unforeseen by the parties at the inception of this Agreement.

8.04 Upon the termination of this Agreement by either the Company for cause or the Reinsurer, all Ceding Fees paid or due to be paid to the Company prior to the termination date shall be considered fully earned to the extent the related premium has been earned. The Company's ceding commission shall be adjusted to reflect the return of any unearned premium or canceled Policies. No further Ceding Fees shall be due in respect of periods of termination or expiration of this Agreement other than in respect of Mandatory Renewal Policies issued after termination.

8.05 All premiums collected by the Agent or the Reinsurer on the business produced under this Agreement shall be deposited in a bank account separate and apart from all other bank accounts of the Agent or the Reinsurer which reflect ownership of the account by Company. The only disbursements from such account shall be the payment of claims, claims expenses, return premiums, commissions and other amounts due the Agent; taxes, assessments and/or Ceding Fees due the Company, and amounts due the Reinsurer hereunder. Reinsurer shall perform and promptly provide the Company with a monthly accounting of the funds in the account.

ARTICLE IX

ASSIGNMENTS, ASSESSMENTS, FINES AND PENALTIES

9.01 This Agreement shall apply to risks assigned to the Company under any Assigned Risk Plan if such risks were assigned to the Company because of the business written and reinsured hereunder, including any assignment occurring after the termination of this Agreement, as reasonably determined by the Company.

9.02 This Reinsurer shall reimburse the Company for the Reinsurer's Quota Share of any assessments made against the Company pursuant to those laws and regulations creating obligatory funds (including, but not limited to, insurance guaranty and insolvency funds, pools, associations, joint underwriting associations, FAIR plans and similar plans, or any assessments ("Assessments"). Assessments owed by the Reinsurer under this Article shall be payable directly by the Reinsurer to the Company, within thirty (30) days of written notice thereof. The Reinsurer shall be entitled to receive from the Company a sum equal to the premium tax credit that is allowed to the Company with respect to such assessments, and the Company shall submit such premium tax credit to the Reinsurer within ten (10) days after such date on which such premium taxes are paid. The premium tax credit allowed the Reinsurer hereunder is to be on a pro-rata and first-in, first-out basis. The Company shall promptly return to the Reinsurer any amount of assessment subject to this Section 9.02 refunded to or credited to the Company.

9.03 The Agent will be responsible for remitting state premium taxes charged in respect of the Policies on behalf of the Company under each Agency Agreement and shall send within fifteen (15) days after each month a written statement thereof to the Reinsurer, including any state premium tax paid on an estimated basis. The Reinsurer shall allow and pay or cause to be paid within thirty (30) days of the end of each month (or with respect to the first such payment, the first month ending after the execution and delivery of this Agreement, in respect of the period from November 1, 2020 to such month end) to the Company an amount equal to the state premium tax charged with respect to policies reinsured hereunder for such month (or, with respect to the first such payment, the period since the Effective Date through the end of such month). Should any additional premium tax be assessed at any time on written premium reinsured hereunder, the Reinsurer shall reimburse the Company such additional premium tax within fifteen (15) days of being informed by the Company or the Agent of such additional premium tax. If the Reinsurer reimburses any estimated state premium tax, the Reinsurer shall be entitled to any return of amounts paid in excess of the actual state premium tax.

9.04 The Reinsurer shall also pay promptly and directly to the Company any fines, penalties, and/or any other charge incurred by the Company as respects the Policies reinsured hereunder unless such fines, penalties and/or any other charge was a direct result of any actual negligence, fraud or violation of criminal law by the Company, for the avoidance of doubt not including any action or omission by the Agent or the Reinsurer, or their appointed agents and designated representatives, even if such party constitutes an agent of the Company, which has been finally determined by a court of competent jurisdiction after the exhaustion of all appeals.

ARTICLE X

ACCOUNTS AND REPORTS

10.01 The Reinsurer shall furnish or cause to be furnished to the Company, within the time period indicated, after the close of each of the respective periods below (on forms agreeable to the Parties), reports showing the following accounting and statistical data in respect to the business reinsured hereunder:

(a) Monthly, within forty-five (45) days of the end of each month, with the data separated by major classes, summaries and totals of:

(i) Ceded premiums written;

(ii) Ceded earned premiums and ceded unearned premiums;

(iii) Ceded losses paid;

(iv) Ceded Loss Adjustment Expenses paid during this month;

(v) Losses and loss expenses outstanding;

(vi) Losses incurred but not reported;

(vii) Adjustment expenses outstanding;

(viii) Net Premiums;

(ix) Ceding fee due the Company;

(x) Reinsurer's Quota Share for each Policy, if less than 100%;

(xi) Assessments;

(xii) Commission and other amounts due the Agent under each Agency Agreement;

(xiii) Any claims that involve:

a. A coverage dispute, a coverage dispute, which shall mean any claim which is the subject of a lawsuit that has been filed with a court of competent jurisdiction;

b. a demand in excess of policy limits, prior to the claim becoming the subject of a lawsuit;

c. allegations of bad faith against Company, expressed in a lawsuit;

d. allegations of deceptive trade practices or unfair trade practices or violations of antitrust law;

e. the potential to exceed the lesser of (a) any amount determined by applicable law and (b) the limit set in the Policy;

f. a claim for material misrepresentation;

g. a claim that is open for more than six months; or

h. a claim for Extra Contractual Obligations or Loss in Excess of Policy Limits.

(xiv) Premium taxes;

(xv) Extra Contractual Obligations;

(xvi) Loss in Excess of Policy Limits;

(xvii) Obligations; and

(xviii) Trust Required Balance.

(b) Quarterly, within forty-five (45) days of the end of each quarter, with the data segregated by major classes, detail transaction listings supporting the monthly summary data and the Reinsurer's Earned Surplus Ratios and Written Surplus Ratios together with supporting calculations therefor, as of the prior year end.

(c) Annual summaries of net premiums written, net losses paid, net adjusting expenses paid during the year in such form so as to enable the Company to record such data in its annual statement and as may otherwise be required by applicable law. Such information is to be furnished not later than February 1st of the following year. In force and unearned premium segregated as to advance premiums, premiums running twelve (12) months or less from inception date of policy, and premiums running more than twelve (12) months from inception date of policy in such form as to enable the Company to record such data in its convention annual statement.

(d) At the Company's request, with data segregated by major lines, statistical or other data as may be reasonable requested from time to time.

(e) Each party acknowledges that loss, Loss Adjustment Expenses, Extra Contractual Obligations and Loss in Excess of Policy Limits shall be paid directly by the Reinsurer hereunder, but if paid by the Company shall be reimbursed within thirty (30) days of the applicable monthly report above or written notice from the Company to the Reinsurer.

10.02 In order to facilitate the handling of the business reinsured under this Agreement, the Reinsurer agrees to furnish the Company with any additional reports necessary to provide the information needed by the Company to prepare its monthly, quarterly, and annual statements to, and filings with, regulatory authorities.

10.03 All settlements of account between the Company and the Reinsurer shall be made in cash (U.S. dollars legal tender) or its equivalent.

10.04 For the purpose of this Agreement, the Reinsurer's "Earned Surplus Ratio" means the quotient of the Reinsurer's Net Premiums earned, as determined in accordance with statutory accounting principles, consistently applied, under the laws of its state of domicile ("SAP") divided by its capital and surplus, as determined in accordance with SAP, in either case as presented in the Reinsurer's most recent quarterly or annual statutory financial statement, as applicable. The Reinsurer's "Written Surplus Ratio" means the quotient of the Reinsurer's Net Premiums written, as determined in accordance with SAP, divided by its capital and surplus, as determined in accordance with SAP, in either case as presented in the Reinsurer's most recent quarterly or annual statutory financial statement, as applicable. Further, "Date of Determination" means the date of this Agreement as set forth in the introductory paragraph of this Agreement.

ARTICLE XI

LOSS AND LOSS ADJUSTMENT EXPENSE

11.01 The Reinsurer shall assume the Reinsurer's Quota Share of the risks covered by this Agreement and shall be liable for and pay or cause to be paid on behalf of the Company the Reinsurer's Quota Share of all losses, judgments, interest on judgments, settlements whether under strict policy conditions or because of compromise or settlement, and Loss Adjustment Expenses, Extra Contractual Obligations or Loss in Excess of Policy Limits incurred by the Company in connection with the Policies or the investigation or settlement or contesting the validity of claims or losses covered under this Agreement; the Reinsurer shall, on the other hand, be credited with the Reinsurer' Quota Share of any amount received by the Company as salvage or recovery. Nothing in the previous sentence shall be deemed or construed to require the Company to first pay the claims or losses under the reinsured policies, then to seek reimbursement for such claims or losses from the Reinsurer; rather, the Reinsurer has assumed sole responsibility for the payment of the claims, losses, Loss Adjustment Expenses, Extra Contractual Obligations and Loss in Excess of Policy Limits under the Policies reinsured hereunder, to be performed in accordance with applicable law and the terms and conditions of the Policies and this Agreement.

11.02 The Company hereby empowers the Reinsurer, and the Reinsurer may, under its supervision appoint the Agent or another designated and properly licensed third party administrator, to accept notice of and investigate any claim arising under any of the Policies, and to pay, adjust, settle, resist, or compromise any such claim. All such loss settlements, whether under strict policy conditions or by way of compromise, shall be unconditionally binding upon the Reinsurer. However, should the Company be ordered by its DIR or any other regulatory agency of competent jurisdiction to take any action or refrain from taking any action with regard to any claim reinsured hereunder, the Reinsurer and the Agent shall be bound by and shall follow the order of such regulatory agency as though Reinsurer or the Agent were the object of such order.

11.03 The Company will promptly notify the Reinsurer of any claim, suit or action brought against the Company under any of the Policies when actually notified of a claim, suit or action against the Company, and will promptly furnish to the Reinsurer all summons, citations, complaints, petitions, counterclaims and other pleadings and legal instruments served upon the Company in connection therewith. The Company hereby further empowers the Reinsurer to

dispose of any salvage received as the result of any loss settlement hereunder, and to enforce any right of the Company against any person or organization for damages or equitable relief for any loss under any of the Policies, employing legal counsel where necessary, and all sums received as a result thereof will be treated as current loss recoveries by the Company and Reinsurer. The Company further agrees to execute and furnish to the Reinsurer, on request, any and all legal instruments, powers of attorney, and/or other documentation reasonably necessary to evidence and implement the foregoing authorizations. Upon request, the Reinsurer shall furnish to the Company any or all documents and correspondence relating to the subject matter hereof.

11.04 All records pertaining to claims arising under the Policies shall be deemed to be jointly owned records of the Company and the Reinsurer, and shall be made available to the Company or the Reinsurer or their respective representatives or any duly appointed examiner for any State within the United States. The Company and the Reinsurer agree that they will each maintain and retain such records, or cause the Agent to maintain and retain such records, for a period of five (5) years or for so long as required by applicable law, whichever is longer, and shall not destroy any such records in their possession without the prior notice to the other, except that the Company and the Reinsurer shall not be required to retain files longer than required by the guidelines set by the Company's DIR.

11.05 The Reinsurer shall establish a separate claim register or method of registering claims arising under the policies covered by this Agreement so that all claims may be segregated and identified separate and apart from other records of the Reinsurer with such claims register to identify each claim on an individual case basis both as to identify the insured(s) and the claimant and the reserve for loss and adjusting expense. Such claim register shall be kept in a form whereby the Company can, at any time, determine the status of any claim arising under Policies covered by this Agreement. Such records shall reflect the amount of reserves established for the individual claim and the date when such reserve was established, and if closed, whether such claim was closed with or without payment, and if with payment, the amount paid thereon.

11.06 The Reinsurer is authorized to have claims adjusted through independent claims adjusters and agents. Such independent claims adjusters and agents are not the agents of the Company and the Company shall be defended, held harmless and indemnified by the Reinsurer for any liability, claim, demand, expense and/or cost of whatever kind or character as a result of, related to or connected with any action or inaction of such claims adjusters and agents.

11.07 The Reinsurer acknowledges that it has been afforded the opportunity to review the records of the Agent including but not limited to rate levels, rate filings, underwriting guidelines and claims handling. Although the Company may perform reviews as well, it is understood that the participation of the Reinsurer in this Agreement is not based upon due diligence performed by the Company. The Company shall not be responsible for monitoring the Agent, and any acts or omissions of the Agent will not serve to relieve the Reinsurer of its obligations under this Agreement.

11.08 Policy cancellations will be made strictly in compliance with applicable statutes and regulations and the applicable provisions contained in this Agreement and the pertinent policy, by, or at the direction of, the Agent and/or the Reinsurer, and the Company shall not be responsible therefor. Cancellation authority shall be exercised only for causes inherent in the particular risk

and shall not be construed as authority to make general or indiscriminate cancellations or replacement of the Policies with those of another Company, except upon specific written instructions from the Company.

11.09 Payment of losses shall be made on checks or drafts in the name of the Company. The Reinsurer shall be responsible for the safekeeping of all checks and/or drafts of the Company used for settling claims and shall perform the following:

(a) The reinsurer shall immediately return all voided checks or drafts to the Company; and

(b) The Reinsurer shall immediately notify the Company of any irregularities, theft, disappearance or destruction of checks or drafts.

The Reinsurer shall indemnify and hold harmless the Company against any loss resulting from the Reinsurer's misuse or failure to secure or keep-safe such Company checks.

11.10 Upon termination of this Agreement, the Reinsurer shall, or shall cause the Agent to take those actions necessary, including sending statutorily prescribed non-renewal notices to insureds in a timely manner to effectuate the intent that there be no renewals or new policies (but for those Mandatory Renewal Policies required under applicable law) after the termination of this Agreement.

11.11 The Reinsurer shall, or shall cause the Agent to, maintain on behalf of the Company, and furnish to the Company upon reasonable request, complete copies of all Policies issued hereunder and copies of all claim files created with respect to all loss occurrences thereunder. Any or all Policies and/or claim files required to be maintained pursuant to this Section 11.11 may be maintained in electronic data storage form accessible by computer and if so stored in this fashion, no physical copy of such items need be maintained. Where electronic claims files are maintained, any data from such files requested or required by the Company shall be provided within thirty (30) days or less if so requested by the Company, provided that said request is based upon a legitimate business need.

11.12 The Reinsurer shall be solely responsible for the Reinsurer or the Agent procuring any renewal, extension, or new policy or insurance that may be required by any applicable law or regulation with respect to Mandatory Renewal Policies. The Reinsurer shall indemnify the Company and hold it harmless from any loss, damage, cost, claim or expense whatsoever that the Company may incur, or for which it may become liable, as a result of the said failure, refusal or neglect to fulfill said responsibility.

11.13 Should the Company's DIR make a request to the Company for any data required to comply with a statistical data call, the Reinsurer shall be solely responsible to provide the Company with such data. Should the request from the Company's DIR require the Company to contract the services of an outside source, such as an actuarial firm, to compile the data required, the Reinsurer shall be responsible for its proportionate share of the total cost for services rendered.

ARTICLE XII

LOSS IN EXCESS OF POLICY LIMITS/EXTRA CONTRACTUAL OBLIGATIONS

12.01 In the event the Company pays or is held liable to pay an amount of loss in excess of its policy limit, but otherwise within the terms of its policy (hereinafter called "Loss in Excess of Policy Limits") or any punitive, exemplary, compensatory or consequential damages other than loss in excess of policy limits (hereinafter called "Extra Contractual Obligations") in relation to any Policy or handling a claim reinsured hereunder or anything else related to the business reinsured hereunder, the Reinsurer's Quota Share of the Loss in Excess of Policy Limits or the Reinsurer's Quota Share of the Extra Contractual Obligations, as applicable, shall be added to the Company's loss, if any, under the policy involved, and the sum thereof shall be reinsured under this Agreement.

12.02 An Extra Contractual Obligation or Loss in Excess of Policy Limits shall be deemed to have occurred on the same date as the loss covered or alleged to be covered under the policy.

12.03 Notwithstanding anything stated herein, this Agreement shall not apply to any Extra Contractual Obligation or Loss in Excess of Policy Limits incurred by the Company as a result of any actual fraud or violation of a criminal law which has been finally determined by a court of competent jurisdiction after the exhaustion of any appeals by an officer or director of the Company acting individually or collectively in collusion with any individual, corporation or any other organization or party involved in the presentation, defense or settlement of any claim covered hereunder, or is otherwise directly attributable to the actions or omissions of the Company.

ARTICLE XIII

ERRORS AND OMISSIONS

The Company shall not be prejudiced, in any way, by any omission through clerical error, accident or oversight to cede to the Reinsurer any reinsurance rightly falling under the terms of this Agreement, or by erroneous cancellation, either partial or total, of any cession, or by omission to report, or by erroneously reporting any losses, or by any other error or omission, but any such error or omission shall be corrected immediately upon discovery.

ARTICLE XIV

ADDITIONAL DUTIES OF REINSURER

14.01 The Reinsurer shall, at all times during the period of this Agreement, comply with all laws of the state of domicile of the Company and all orders, policy decisions or other requirements of the Company's DIR.

14.02 All books, records, accounts, documents and correspondence of the Reinsurer and the Agent pertaining to the Company's and Reinsurer's business shall, at all times, be open to examination by any authorized representative of the Company. Such records must be maintained for five (5) years or until the completion of a financial examination by the DIR, whichever is longer. The Reinsurer or its duly appointed representative shall have free access at any and all reasonable times to such books and records of the Company, its departmental or branch offices, and to its officers and employees, as shall reflect premium and loss transactions of the Company and/or the business produced hereunder, for the purpose of obtaining any and all information

concerning this Agreement or the subject matter thereof. The Company may conduct or cause to be conducted a semi-annual examination of the Reinsurer's books, records and accounts relating to the reinsured business during reasonable business hours and with reasonable access to officers and employees of the Reinsurer, and to make copies of such books, records and accounts. Reinsurer will reimburse Company for actual expenses relating to the examination.

14.03 The Reinsurer shall maintain adequate accounting procedures and systems, at no cost or expense to the Company, and shall provide statistics in a timely manner for all reporting requirements under this Agreement or as shall be required from time to time by the Company's DIR or any other governmental agency or authority. Such statistical information shall be provided to the Company by the Reinsurer at the Reinsurer's sole cost and expense.

14.04 The Reinsurer has such knowledge and experience in financial, business and insurance matters that it is capable of evaluating the merits and risks of the transactions contemplated by this Agreement. The Reinsurer acknowledges and agrees that the Company has provided the Reinsurer with access to the personnel, properties, premises and books and records relating to the business ceded hereunder and that the Reinsurer has conducted its own independent review and analysis of the business, and the reinsured liabilities. In entering into this Agreement, the Reinsurer has relied solely upon its own investigation and analysis, and the Reinsurer acknowledges and agrees in respect of the transactions contemplated under this Agreement that, except for the terms and conditions of this Agreement, none of the Company, its affiliates or their respective representatives makes or has made any representation or warranty, either express or implied, with respect to the business or the reinsured liabilities or as to the accuracy or completeness of any of the information (including any projections, estimates or other forward looking information) provided (including in any management presentations, informational memoranda, ratings agency presentations, supplemental information or other materials or information with respect to any of the above) or otherwise made available to the Reinsurer, its affiliates or their respective representatives. Each Party absolutely and irrevocably waives resort to the duty of "utmost good faith" or any similar principle in connection with the negotiation or execution of this Agreement or the initial reinsurance of any Policy reinsured hereunder. Notwithstanding anything in this Agreement to the contrary, each party agrees that it does not waive the duty of "utmost good faith" or any similar principle relating to the conduct of the parties after the date reinsurance is incepted with respect to each Policy

14.05 Data Protection. The Reinsurer shall, and shall cause the Agent to, (i) keep Confidential Information confidential and (ii) only collect, use, process, and disclose Confidential Information for purposes of performing obligations hereunder, enforcing rights and remedies hereunder as provided herein, or complying with applicable Law. The Reinsurer shall not, and shall cause the Agent to not, process Confidential Information for any other purposes unless Company specifically authorizes such purpose in writing. The Reinsurer shall, and shall cause the Agent to, comply with all Applicable Privacy Laws in the collection, storage, use, access, disclosure, processing, and transfer of Confidential Information subject to this Agreement. The Reinsurer agrees to implement, and to cause the Agent to implement, administrative, physical and technical safeguards to protect any Confidential Information of the Company that are no less rigorous than accepted industry standards applicable to regulated financial services entities and as are required by any data protection, privacy, or data security laws and regulations applicable to the Company, the Confidential Information, or, with respect to the Confidential Information, the

Company or its affiliates ("Applicable Privacy Law"), and to ensure that all such safeguards, including the manner in which the Confidential Information of the Company is collected, accessed, used, stored, processed, transferred, disposed of and disclosed, comply with Applicable Privacy Law, as well as the terms and conditions of this Agreement. The Reinsurer agrees to otherwise take all reasonable precautions and protections, including the creation and maintenance of written information security policies and procedures and adequately protected information technology systems, to safeguard and protect the confidentiality of the Confidential Information of the Company in accordance with this Agreement and with any Applicable Privacy Law. Consistent with and except as prohibited by this Agreement, the Reinsurer shall be permitted to disclose Confidential Information to its affiliates and its and their respective consultants, attorneys, actuaries, auditors, reinsurers and retrocessionaires, subject to such parties being subject to professional or written contractual obligations of confidentiality, privacy, and security substantially similar to those provided in this Agreement.

(a) "Confidential Information" means confidential information (irrespective of the form of such information) of any kind, including any analyses, compilations, data, studies, notes, translations, memoranda, plans or other documents, concerning the Company or any of its affiliates, any Nonpublic Information and any Personal information or policyholder information, obtained directly or indirectly from the Company or any of its affiliates or representatives in connection with the transactions contemplated by this Agreement or the Agency Agreements, or from the Agent acting under the Agency Agreements, except information (i) which, at the time of disclosure or thereafter, is ascertainable or available to the public (other than as a result of a disclosure directly or indirectly by the Reinsurer or any of its affiliates or representatives), (ii) is or becomes available to the Agent or the Reinsurer on a non-confidential basis from a source other than the Agent, the Reinsurer or any of its affiliates or representatives, provided, that, to the knowledge of such receiving party, such source was not prohibited from disclosing such information by a legal, contractual or fiduciary obligation owed to another Person, (iii) the Reinsurer is already in possession of such information (other than information furnished by or on behalf of the Company), or (iv) which is independently developed by the Reinsurer without the use or benefit of any information that would otherwise be Confidential Information. For such purposes, the Company is not an affiliate of the Reinsurer or the Agent.

(b) "Nonpublic Information" has the meaning set forth in New York Department of Financial Services 23 NYCRR 500.

(c) "Personal Information" shall mean (i) any "nonpublic personal information" as such term is defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder, (ii) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, household, or an individual's electronic device, such as name, signature, address, social security number, telephone number or other unique identifier, together with any other information that relates to an individual or household who has been so identified in any format whether written, electronic or otherwise, or (iii) as such term or similar terms (e.g., personal information, personally identifiable information) are defined in Applicable Privacy Law.

14.06 Security Breaches. In the event either Party becomes aware of any Security Breach, such Party agrees to promptly, and within twenty-four (24) hours, notify the other of such Security Breach involving the other Party (with any such notification to include a detailed summary of the Security Breach that includes: data elements and number of records exposed/misused; estimates of the effects of such Security Breach; and the corrective actions to be taken), to cooperate with the other Party and its affiliates and their respective representatives in investigating and remediating such Security Breach, and to use reasonable best efforts to immediately remedy such Security Breach and prevent any further Security Breach. The Party subject to the Security Breach will reimburse the other Party and its affiliates and their respective representatives for actual, reasonable, out of pocket costs incurred by such parties in responding to any Security Breach, including all actual, reasonable, out of pocket costs of notice and/or remediation. To the extent that such Security Breach resulted from any action or omission of a Party or any breach by such Party of its obligations under this Agreement, the Party at such fault shall defend, hold harmless and indemnify the other Party for any third party claims relating to any Security Breach. Neither Party shall identify the other Party in connection with any Security Breach without first obtaining such Party's prior written consent. Each Party further agrees to reasonably cooperate with the other Party, at its own expense, in any litigation or other formal action as reasonably deemed necessary by the Parties, relating to a Security Breach. "Security Breach" means (i) any actual or suspected unauthorized use, disclosure, access, acquisition of or act or omission that compromises either the security, confidentiality or integrity of Confidential Information or Nonpublic Information or the physical, technical, administrative or organizational safeguards put in place by a Party that relates to the protection of the security, confidentiality or integrity of Confidential Information or Nonpublic Information, (ii) receipt of a complaint in relation to the privacy practices of a Party, or (iii) a Party's breach or alleged breach of this Agreement, relating to such privacy practices.

14.07 NYDFS.

(a) With regard to: (a) the Company's Nonpublic Information; and (b) Information Systems, as defined in New York Department of Financial Services 23 NYCRR 500 that maintain, access, or process Nonpublic Information: the Reinsurer shall, and shall cause the Agent to, comply with all requirements of 23 NYCRR 500 with regard to such Nonpublic Information and Information Systems in the same manner as is required of the Company as a covered entity under such regulations, except that the Reinsurer shall not provide notices or filings to the Superintendent pursuant to Section 500.17 (unless the Reinsurer or Agent independently are "covered entities" as defined by 23 NYCRR 500). The Company has the right to periodically audit and assess the Reinsurer's and the Agent's compliance with 23 NYCRR 500 upon reasonable advance notice.

(b) The Reinsurer shall, and shall cause the Agent to, use effective controls, including encryption of Nonpublic Information (both in transit and at rest), Multi-Factor Authentication (as defined by 23 NYCRR 500) and Risk-Based Authentication (as defined by 23 NYCRR 500), to protect against unauthorized access to Nonpublic Information and Information Systems. Multi-Factor Authentication must be utilized, at a minimum, for any individual accessing internal networks from an external network and for any remote access.

14.08 California Consumer Privacy Act. Reinsurer will not retain, use, or disclose Personal Information: (i) for any purpose other than to perform the services under this Agreement

or (ii) outside of the direct business relationship between Company and Reinsurer. Reinsurer shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Personal Information to any third party for monetary or other valuable consideration. Reinsurer certifies that it understands the restrictions on its processing of Personal Information as set forth in this Agreement and will comply with them. "Personal Information" shall mean (i) any "nonpublic personal information" as such term is defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder, (ii) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, household, or an individual's electronic device, such as name, signature, address, social security number, telephone number or other unique identifier, together with any other information that relates to an individual or household who has been so identified in any format whether written, electronic or otherwise, or (iii) as such term or similar terms (e.g., personal information, personally identifiable information) are defined in Applicable Privacy Law.

ARTICLE XV

REINSURER TRANSFERS

Except as expressly provided in this Agreement, it is understood and agreed that the Reinsurer will fulfil its obligations under this Agreement until all claims and Policy liabilities have been reported, settled, and extinguished. The Reinsurer covenants that it will not, without first obtaining the Company's written consent, either directly or as the result of an action of an affiliate, invoke any United States or foreign statute, legislation or jurisprudence that purports to enable the Reinsurer to require the Company to settle the Reinsurer's obligations under this Agreement, including to any estimated or undetermined claims liabilities, on an accelerated basis. In addition to any other remedy available to the Company under this Agreement or applicable law, if the Reinsurer attempts to require the Company to settle the Reinsurer's obligations under this Agreement on an accelerated basis in violation of the preceding sentence, the Company shall have the right to utilize or to draw upon the full amount of the Trust Account or any other collateral or letters of credit provided by the Reinsurer in support of this Agreement and retain all such collateral for payment of amounts due under this Agreement. The Reinsurer shall not, and shall not permit its affiliates to, attempt to effect any portfolio transfer or other proceeding before a court or other governmental authority with the intention of novating or assigning all or any part of its liabilities and obligations under this Agreement to another Person without the prior written consent of the Company. Notwithstanding the foregoing, nothing herein shall prohibit, and the Reinsurer shall be entitled in the ordinary course to effect as and when it deems necessary or appropriate, in its sole discretion, any indemnity loss portfolio transfer reinsurance agreement or similar risk transfer or hedging transaction that does not novate its obligations under the Agreement or require a court proceeding to authorize the transfer of such liabilities and obligations, so long as the Reinsurer shall retain, net and un-reinsured for its own account, at least a twenty percent (20%) quota share of the Subject Business so transferred, reinsured or hedged, unless prior thereto it obtains the written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed. The foregoing shall not prohibit any excess of loss or non-proportional reinsurance agreements so long as the Reinsurer retains at least a twenty percent (20%) of the risk of the Subject Business. In the event of any merger, amalgamation, division, re-domestication or similar corporate reorganization of the Reinsurer, each successor in interest of the Reinsurer shall expressly undertake and assume the obligations of the Reinsurer under this Agreement.

ARTICLE XVI

INSOLVENCY

16.01 In the event of insolvency of the Company, this reinsurance shall be payable directly to the Company or to its liquidator, receiver, conservator or statutory successor on the basis of the liability of the Company without diminution because of the insolvency of the Company or because the liquidator, receiver, conservator or statutory successor of the Company has failed to pay all or a portion of any claims. Payments by the Reinsurer as set forth in this Section shall be made directly to the Company or to its conservator, liquidator, receiver, or statutory successor, except where this Agreement specifically provides another payee of such reinsurance in the event of the insolvency of the Company. Under no circumstances shall the Reinsurer's liability hereunder be accelerated or enlarged by the insolvency of the Company.

16.02 It is agreed, however, that the liquidator, receiver, conservator or statutory successor of the Company shall give written notice to the Reinsurer of the pendency of a claim against the Company indicating the policy or bond reinsured which claim would involve a possible liability on the part of the Reinsurer within thirty (30) days after such claim is filed in the insolvency, conservation or liquidated proceeding or in the receivership, and that during the pendency of such claim, the Reinsurer may investigate such claims and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses that it may deem available to the Company or its liquidator, receiver, conservator or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to the approval of the Court, against the Company as part of the expense of conservation or liquidation to the extent of a pro rata share of the benefit which may accrue to the Company solely as a result of the defense undertaken by the Reinsurer.

16.03 Where two or more reinsurers are involved in the same claim and a majority in interest elect to interpose defense to such claim, the expense shall be apportioned in accordance with the terms of this Agreement as though the Company had incurred such expense.

16.04 It is further understood and agreed that, in the event of the insolvency of the Company, the reinsurance under this Agreement shall be payable directly by the Reinsurer to the Company or to its liquidator, receiver or statutory successor, except (i) as provided by applicable law, (ii) where the Agreement specifically provides another payee of such reinsurance in the event of the insolvency of the Company and (iii) where the Reinsurer with the consent of the direct insured or insureds has assumed such policy obligations of the Company as direct obligations of the Reinsurer to the payees under such policies and in substitution for the obligation of the Company to such payees.

ARTICLE XVII

HOLD HARMLESS PROVISIONS

17.01 Notwithstanding anything to the contrary, as respects all matters related to this Agreement, in addition to those specific provisions insulating the Company from specific risks hereunder, the Reinsurer hereby covenants and agrees to defend, indemnify, reimburse and hold the Company, its officers and employees harmless from and against the Reinsurer's Quota Share of every claim, demand, liability, loss, Loss Adjustment Expense, Extra Contractual Obligation,

Loss in Excess of Policy Limits, damage, cost, charge, attorney's fees, expense, suit, order, judgment and adjudication of whatever kind or character regarding this Agreement and/or the Policies reinsured hereunder (including, but not limited to, underwriting loss, credit loss, and/or run-off expense and/or all legal fees and expenses incurred by the Company in asserting its rights under this Agreement or the Agency Agreements) whether or not such any such amount is within the terms of Policies written and reinsured hereunder; provided, however, the Reinsurer shall not be liable to the extent the conduct giving rise to the allegation was performed by the Reinsurer at the specific written direction of the Company or as a consequence of the Company's direct action taken in contravention to reasonable written advice, guidance or recommendation of the Reinsurer given in accordance with this Agreement, the Agency Agreements and applicable law. The Reinsurer's obligation hereto relates to, but is not limited to the following: all liability for agents' balances; return premiums and commissions; deceptive trade practice liability; premiums, policy fees or other charges (whether collected or not); uncollected balances, unsettled finance agreements; commission adjustments; loss corridors; costs, liability, damages, fees and/or expenses incurred by the Company due to a lawsuit between the Reinsurer and the Agent; all actions or inactions by Agent and/or its appointed agents and designated representatives relating to this Agreement; any agreement with a premium finance company; and/or all fees and/or commissions owing to the Agent under this and the Agent Agreement.

17.02 The Company shall not be liable to the Reinsurer for premiums unless the Company itself has actually received those premiums and wrongfully not remitted them to the Reinsurer. The Reinsurer may not offset any balances on account of losses, loss adjustment expenses or any other amounts due, except as to premiums actually received by the Company itself and which the Company has wrongfully not transmitted to the Reinsurer.

ARTICLE XVIII

REGULATORY MATTERS

18.01 It is the Parties' understanding that any premiums which are overdue from the Agent to the Company may be deemed non-admitted assets. In confirmation of the liabilities assumed by the Reinsurer under this Agreement, the Reinsurer hereby assumes the Reinsurer's Quota Share of all liability and responsibility for all premiums in the course of collection. It is expressly agreed and understood that the Company's liability to the Reinsurer shall be only for any premium actually collected by the Company and wrongfully not transmitted to the Reinsurer.

18.02 The Reinsurer shall agree, at no cost to the Company, to take those actions (including, but not limited to, modifications in how funds are handled and how accounts are cleared and settled) and agree to those arrangements necessary to ensure that the Company suffers no adverse impact because of this reinsurance program and is in compliance with the laws of the state of domicile of the Company and regulations promulgated by any governmental entity thereof, including the Company's DIR, in so far as this reinsurance program is concerned.

ARTICLE XIX

ARBITRATION

19.01 As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising between the Company and the Reinsurer with respect to

this Agreement, or with respect to these Parties' obligations hereunder, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration; provided, that the Company and the Reinsurer shall have no obligation to submit such dispute or difference of opinion to arbitration if either Party is placed into rehabilitation, liquidation or any other form of receivership or delinquency proceedings.

19.02 One arbiter (an "Arbiter") shall be chosen by the Company and one Arbiter shall be chosen by the Reinsurer and an umpire (an "Umpire") shall be chosen by the Arbiters, all of whom shall be active or retired disinterested executive officers of property and casualty insurance or reinsurance companies.

19.03 In the event that a Party fails to choose an Arbiter within 30 days following a written request by either Party to the other to name an Arbiter, the Party who has chosen its Arbiter may choose the unchosen Arbiter. Thereafter, the Arbiters shall choose an Umpire before entering upon arbitration. If the Arbiters fail to agree upon the selection for the Umpire within thirty (30) days following their appointment, each Arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.

19.04 Each Party shall present its case to the Arbiters and Umpire within a reasonable amount of time after selection of the Umpire, unless the period is extended by the Arbiters and the Umpire in writing and/or at a hearing in Madison, Wisconsin. The Arbiters and Umpire shall consider this Agreement as an honorable engagement, as well as a legal obligation, and they are relieved of all judicial formalities and may abstain from following the strict rules of law regarding entering of evidence. The decision in writing by a majority of the Arbiters and Umpire when filed with the Parties shall be final and binding on the parties. Judgment upon the final decision of the Arbiters and Umpire may be entered in any court of competent jurisdiction.

19.05 The costs of the arbitration, including the fees of the arbitrators and the umpire, shall be borne equally unless the Arbiters and Umpire shall decide otherwise.

19.06 This Article XIX shall be interpreted under, and the arbitration shall be governed and conducted according to the Federal Arbitration Act, Title 9 U.S.C., et seq. notwithstanding anything to the contrary herein.

19.07 The purposes of this Agreement are not to be defeated by narrow or technical legal interpretations of its provisions. This Agreement shall be construed as an honorable undertaking and should be interpreted for the purpose of giving effect to the intentions of the Parties hereto.

ARTICLE XX

SAVINGS CLAUSE

If any law or regulation of any Federal, State or local government of the United States of America, should prohibit or render illegal any provision of this Agreement, as to risks or properties located in the jurisdiction of such authority, such provision of this Agreement shall be interpreted so as to comply with applicable law or shall be invalidated insofar as it relates to risks or properties located within such jurisdiction to such extent as may be necessary to comply with such law, regulations or ruling, without effect on the other provisions hereof. Such illegality shall in no way affect any other portion thereof, the provisions of this Agreement being fully severable.

ARTICLE XXI

MISCELLANEOUS

21.01 All notices required to be given hereunder shall be deemed to have been duly given by personally delivering such notice in writing or by sending it by a delivery service or by mailing it, Certified Mail, return receipt requested, with postage prepaid to the address as shown below. Any party may change the address to which notices and other communications hereunder are to be sent to such party by giving the other party written notice thereof in accordance with this provision.

To the Company: American Family Mutual Insurance Company, S.I.
6000 American Parkway, Madison, WI 53783
jpreston@amfam.com
Attention: Jeff Preston
Copy To: Thomas Hrdlick
Thomas.Hrdlick@amfam.com

To the Reinsurer: Bowhead Insurance Company, Inc.
667 Madison Avenue, 5th Floor
New York, NY 10055
Attn: Office of General Counsel

21.02 Each of the Company and the Reinsurer shall at any time (and from time to time on being reasonably requested by the other Party) do and execute or procure to be done and executed, all deeds, documents and instruments reasonably necessary and within its power to give effect to the terms of this Agreement.

21.03 This Agreement shall be binding upon the Parties hereto, together with their respective successors and permitted assigns. The Reinsurer may not assign any of its rights or obligations under this Agreement without the prior written consent of the Company.

21.04 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery.

21.05 Unless otherwise specifically provided in this Agreement, or any schedule hereto, any amendment to, or waiver of, this Agreement may be effected only by mutual consent of the Parties expressed in a written addendum executed by the Parties with the same formalities as this Agreement, and such addendum shall be deemed to be an integral part of this Agreement and binding on the Parties accordingly.

21.06 This Agreement and the Agency Agreements are the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, and amendments thereto, and set out the complete legal relationship of the Parties arising from or connected with that subject matter.

21.07 A waiver by the Company or the Reinsurer of any breach or default by the other party under this Agreement shall not constitute a continuing waiver or a waiver by the Company or the Reinsurer of any subsequent act in breach or of default hereunder.

21.08 Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

21.09 This Agreement is not exclusive, and the Company and the Reinsurer reserve the right to appoint or contract with other reinsurers, agents and/or managing agents in the territory covered by this Agreement.

21.10 The Reinsurer shall provide the Company prior to any payment made under this Agreement all documentation, forms and information (including a duly completed and executed Internal Revenue Service Form W-8 or W-9, as applicable) reasonably requested by the Company in order to comply with its reporting, withholding and other similar obligations under applicable tax law (including FATCA and any related regulations or agreements) and to update or replace such documentation, forms or other information in accordance with their terms or subsequent amendments. The Reinsurer acknowledges and agrees that if such documentation is not timely provided to the Company, the Company may be required under applicable tax law to withhold a portion of any payment made under this Agreement. To the extent amounts are so withheld by the Company and timely remitted to the appropriate Taxing Authority, such withheld and remitted amounts shall be treated for all purposes of this Agreement as having been paid to the Person(s) in respect of which such withholding was made.

21.11 In consideration of the mutual covenants and agreements contained herein, each Party does hereby agree that this Agreement, and each and every provision hereof, is and shall be enforceable by and between them according to its terms, and each Party does hereby agree that it shall not contest in any respect the validity or enforceability hereof, except in the case of intentional fraud.

21.12 Any payment hereunder made by the Reinsurer that is reversed or reduced as a preference or voidable transfer or similar doctrine or legal argument shall reinstate the Reinsurer’s obligation to make such payments.

21.13 Neither party hereto has utilized the services of a reinsurance intermediary for any actions taken with regard to the negotiation, drafting, and/or execution of this Agreement or any payments to be made hereunder. The Reinsurer accepts all credit risks of the Agent relating to payments to or from the Agent.

21.14 The Reinsurer shall not insert any advertisement respecting the Company or the business to be written under this Agreement in any publication or issue any public announcement referring to the Company or the Policies without first obtaining the written consent of the Company. The Reinsurer shall establish and maintain records of any such advertising or public announcement as required by the applicable law of the Company’s state of domicile.

21.15 Each Party absolutely and irrevocably waives resort to the duty of “utmost good faith” or any similar principle in connection with the negotiation or execution of this Agreement or the initial reinsurance of any Policy reinsured hereunder. Except to the extent covered by an

express representation or warranty contained in this Agreement, the Reinsurer acknowledges and agrees that it is entering into this Agreement notwithstanding the existence or substance of any information not disclosed to it by the Company and that the Reinsurer is assuming the risk of the existence and substance of any such information. Notwithstanding anything in this Agreement to the contrary, each party agrees that it does not waive the duty of "utmost good faith" or any similar principle relating to the conduct of the parties after the date reinsurance is incepted with respect to each Policy.

21.16 This Agreement shall be interpreted, governed and construed in conformance with the applicable laws and regulation of the state of domicile of the Company, except as provided in Article IX, Arbitration.

21.17 In this Agreement (unless the context requires otherwise):

(a) references to this Agreement mean this Agreement as amended or supplemented, together with all Exhibits and Schedules attached hereto or incorporated by reference, and the words "hereof," "herein," "hereto," "hereunder" and other words of similar import shall refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement;

(b) all references herein to any agreement, instrument, statute, rule, or regulation are to the agreement, instrument, statute, rule, or regulation as amended, restated, modified, supplemented or replaced from time to time and at any time (and, in the case of statutes, include any rules and regulations promulgated under said statutes), and to any section of any statute, rule, or regulation, including any successor to said section;

(c) reference to a time of the day is to New York time;

(d) whenever the words "include," "includes," or "including" are used in this Services Agreement, they shall be deemed to be followed by the words "without limitation;"

(e) the word "or" shall not be exclusive;

(f) the table of contents and headings in this Agreement do not affect its interpretation;

(g) a reference to any gender includes all genders;

(h) when a reference is made in this Agreement to a Section, Exhibit, Article or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Services Agreement, unless otherwise indicated;

(i) whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate;

(j) whenever the word "Dollars" or the "**$**" sign appears in this Services Agreement, it shall be construed to mean United States Dollars, and all transactions under this Agreement shall be in United States Dollars; and

(k) the Company and the Reinsurer have participated jointly in the negotiation and drafting of this Services Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

21.18 If the Reinsurer fails to perform its obligations under the terms of this Agreement, the Reinsurer, at the request of the Company, shall submit to the jurisdiction of any court of competent jurisdiction in any state of the United States, will comply with all requirements necessary to give the court jurisdiction, and will abide by the final decision of such court or of any appellate court in the event of an appeal. The Reinsurer designates the commissioner of the DIR as its agent for service of process upon whom may be served any lawful process in any suit or proceeding instituted by or on behalf of the Company. This Section 21.17 shall not affect or supersede the obligation of the Parties to arbitrate their disputes under Article XX.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized so to do, and their respective corporate seals to be attached hereto as of the date and year first above written.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

/s/ Troy Van Beek

By: Troy Van Beek
Its: Enterprise Chief Financial Officer and Treasurer

as the Company.

BOWHEAD INSURANCE COMPANY, INC.

/s/ Stephen Sills

By: Stephen Sills
Its: Chief Executive Officer and President

as the Reinsurer.

SCHEDULE A

CLASSES AND LINES OF BUSINESS; TERRITORIES

[Omitted]

AMENDED AND RESTATED INSURANCE TRUST AGREEMENT

This Amended and Restated Insurance Trust Agreement (the "Agreement") is among Bowhead Insurance Company, Inc., a corporation organized under the laws of Wisconsin (the "Grantor"), American Family Mutual Insurance Company, S.I., a corporation organized under the laws of Wisconsin (the "Beneficiary"), and U.S. Bank National Association, as trustee (the "Bank"); and

WHEREAS the Grantor, the Beneficiary and the Bank entered into a Trust Agreement in March of 2021 and this Agreement modifies the preamble and Sections 1.28, 1.33, and 13.13.2 of that agreement.

WHEREAS, the Grantor wishes to appoint the Bank as the trustee of certain assets for the sole use and benefit of Beneficiary, and the Bank wishes to accept the appointment;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

SECTION 1

DEFINITIONS

1.1 "**Account**" means (i) the trust maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).

1.2 "**Accounting Standards**" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurement.*

1.3 "**Affiliate**" means, with respect to any institution, an institution which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such institution.

1.4 "**Affiliated Investment**" means a security or other property administered, advised, custodied, held, issued, offered, sponsored, supported by the credit of, underwritten, or otherwise serviced by the Grantor, the Beneficiary, any Investment Manager (as defined below), or any Parent (as defined below), Subsidiary (as defined below), or Affiliate of the foregoing.

1.5 "**Applicable Insurance Law**" means the law of (i) the state of the United States where the Beneficiary is domiciled and (ii) any state of the United States that has jurisdiction over the Beneficiary's credit for the reinsurance secured hereby.

1.6 "**Assets**" means the securities, cash, and other property the Grantor contributes, or causes to be contributed, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

1.7 "**Cash-flow Analysis**" means a periodic written analysis of the Account's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of contributions, expected levels and timing of distributions, liquidity needs (including, but not limited to, the anticipated liquidity required to make distributions), the Grantor's ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.

1.8 "**CFR**" means the Code of Federal Regulations.

1.9 "**Client-controlled Asset**" means an asset that is neither registered in the name of the Account (with the Bank designated as trustee), the Bank (with or without trust designation), or the Bank's nominee

nor maintained by the Bank at a Depository (as defined below) or with a sub-custodian nor held by the Bank in unregistered or bearer form or in such form as will pass title by delivery.

1.10 "**Code**" means the Internal Revenue Code of 1986, as amended.

1.11 "**Depository**" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

1.12 "**Designee**" means a third-party to which all or a part of the Assets are to be transferred.

1.13 "**DTC**" means the Depository Trust Company.

1.14 "**EIN**" means employer identification number.

1.15 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

1.16 "**Guidelines**" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including, but not limited to, proxy-voting guidelines, as amended from time to time.

1.17 "**Harm**" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.

1.18 "**Indemnified Person**" means the Bank and its affiliates and their directors, officers, employees, successors, and assigns.

1.19 "**Investment Advice**" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the permissible investments set forth in this Agreement, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.

1.20 "**Investment Advisers Act**" means the Investment Advisers Act of 1940, as amended.

1.21 "**Investment Company Act**" means the Investment Company Act of 1940, as amended.

1.22 "**Investment Manager**" means any person or firm (other than the Bank) which (i) has the power to manage, acquire, or dispose of assets; (ii) is registered as an investment adviser under the Investment Advisers Act or is a bank as defined in the Investment Advisers Act or is an insurance company qualified to manage, acquire, or dispose of assets under the laws of more than one state; and (iii) has been appointed to manage Assets as provided under this Agreement.

1.23 "**Investment Powers**" means the powers set forth in Section 4.1 hereof.

1.24 "**IRS**" means the Internal Revenue Service.

1.25 "**Legal Action**" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.

1.26 "**Messaging System**" means any financial-messaging system, network, or service acceptable to the Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.

1.27 "**Municipal Advisor Rule**" means Rule 15Bal-1 *et seq.* under the Securities Exchange Act (as defined below).

1.28 "**Obligations**" shall, (A) if the Grantor is licensed or accredited as required to provide the Beneficiary with full credit for the reinsurance ceded pursuant to the Reinsurance Agreement, include:

(a) Reinsured losses and allocated loss expenses paid or payable by the Beneficiary, but not recovered from the Grantor;

(b) Reserves for reinsured losses reported and outstanding;

(c) Reserves for reinsured losses incurred but not reported;

(d) Reserves for allocated reinsured loss expenses; and

(e) Reserves for 40% unearned premiums; *provided, however*, that this amount may be reduced by an amount, determined by the Grantor in good faith to be no more than strictly necessary to prevent the Grantor and its affiliates from (i) breaching any liquidity covenant under any credit facility that supports the Reinsurer's operations or (ii) having insufficient liquidity for the day-to-day operations of the Grantor and its affiliates;

provided that, the establishment of reserves for purposes of the definition of "Obligations," and the determination of corresponding funding of security for such Obligations, shall both be set by the Grantor, reasonably, in good faith and in accordance with SAP, determined net of any and all Inuring Reinsurance (as defined in the Reinsurance Agreement).

(B) If the Grantor is not licensed or accredited as required to provide the Beneficiary with full credit for the reinsurance ceded pursuant to the Reinsurance Agreement, the term "Obligations" within shall include:

(a) Reinsured losses and allocated loss expenses paid or payable by the Beneficiary, but not recovered from the Grantor;

(b) Reserves for reinsured losses reported and outstanding;

(c) Reserves for reinsured losses incurred but not reported; and

(d) Reserves for allocated reinsured loss expenses and unearned premiums;

provided that, the establishment of reserves for purposes of the definition of "Obligations," and the determination of corresponding funding of security for such Obligations, shall both be set by the Beneficiary, reasonably, in good faith and in accordance with SAP, determined gross of any and all Inuring Reinsurance.

1.29 "**Parent**" means an institution that, directly, or indirectly, controls another institution.

1.30 "**Plan-assets Vehicle**" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA §§3(42) and 401 and 29 CPR §2510.3-101).

1.31 "**Private Fund**" means an "investment company" that is not subject to registration with the SEC (as defined below) under the Investment Company Act, pursuant to §3(c)(l) or (7) thereof.

1.32 "**Qualified United States Financial Institution**" means a "qualified United States financial institution" as defined in Applicable Insurance Law.

1.33 "**Reinsurance Agreement**" means the Amended and Restated Quota Share Reinsurance Agreement entered into as of 23rd day of May, 2024 with effect as at 12:01 a.m. Eastern Standard Time, on November 1, 2020, by and between the Beneficiary and the Grantor.

1.34 "**SEC**" means the United States Securities and Exchange Commission.

1.35 "**Securities Exchange Act**" means the Securities Exchange Act of 1934, as amended.

1.36 "**State**" means the State of Wisconsin, United States of America.

1.37 "**Statement Recipient**" means the Grantor, the Beneficiary, each Investment Manager, and anyone else the Grantor or the Beneficiary so designates.

1.38 "**Sub-account**" means a separate portion of the Account.

1.39 "**Subsidiary**" means an institution controlled, directly or indirectly, by another institution.

1.40 "**Termination Date**" means the effective date of Account termination.

1.41 "**Trustee Type**" means (*check only* one): ✓directed trustee / D discretionary trustee.

1.42 "**Withdrawal Notice**" means the Beneficiary's completed and fully executed written direction to disburse Assets, substantially in the form attached as Exhibit D (*Withdrawal Notice*) hereto.

SECTION 2

ABOUT THE ACCOUNT

2.1 **Tax Status**. The Grantor and the Beneficiary hereby:

2.1.1 **Grantor Trust**. Represent and warrant that (i) the Account is not a taxable entity for federal, state or local income tax purposes, (ii) the Account is established under Code §671-677 (and is thus what is commonly known as a grantor trust), and (iii) for federal income tax purposes, the Account is treated as owned by Grantor pursuant thereto.

2.1.2 **IRS Form 1041 (U.S. Income Tax Return for Estates and Trusts)**. Acknowledge that the Bank will file and furnish Form 1041 as the Account's method of reporting (and will not choose any "**Optional Method**" of reporting), using the Account's unique EIN (and not, for example, the Grantor's or the Beneficiary's EIN) in the space for the EIN therein.

2.2 **ERISA Status**. The Grantor and the Beneficiary hereby represent and warrant that none of the

Assets is an asset of any "plan" as defined in ERISA §3(3); any "plan" as defined in Code §4975(e)(l); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law.

2.3 *The following provisions apply if and only if the Trustee Type includes discretionary*: **Securities- law Status**. The Grantor hereby represents and warrants that:

2.3.1 The Account is neither an "investment company" that is subject to registration with the SEC under the Investment Company Act nor a Private Fund.

2.3.2 None of the securities, cash, or other property that the Grantor contributes, or causes to be contributed, to the Account constitutes *"proceeds of municipal securities"* or "**municipal escrow investments**" as defined in the Municipal Advisor Rule. The Grantor's officer signing below is knowledgeable regarding the nature of (i) such contributions, (ii) "**municipal securities**" as defined in the Securities Exchange Act, and (iii) *"municipal escrow investments"* as defined above. The Grantor hereby agrees that such representations and warranties are deemed to be renewed upon any such contribution.

SECTION 3

APPOINTMENT AND ACCEPTANCE

3.1 **Appointment; Acceptance**. The Grantor hereby represents and warrants that applicable law provides that the Grantor may enter into a trust agreement and establish a trust for the sole benefit of the Beneficiary and appoint a Qualified United States Financial Institution as trustee thereof. Pursuant to that power of appointment, the Grantor hereby appoints the Bank as trustee of the Assets, and the Bank hereby accepts such appointment, subject to the terms of this Agreement. This Agreement is not subject to any conditions or qualifications outside of this Agreement.

3.2 **Establishment of Account**.

3.2.1 **Assets Held in Account**.

3.2.1.1 The Grantor hereby contributes Assets, or causes Assets to be contributed, to the Account.

3.2.1.2 The Grantor hereby represents and warrants that, immediately before contributing any assets hereto, the Grantor held title free and clear to such assets. The Grantor hereby acknowledges that, upon such contribution, the Grantor relinquished its title to such assets. The Grantor hereby covenants to the Beneficiary and the Bank that the Grantor (i) will not, and will not purport to, assign, transfer, mortgage, pledge, hypothecate any of the Assets, or otherwise encumber or suffer to exist any lien on, or with respect to, any of the Assets, except as expressly set forth in this Agreement and (ii) will warrant and defend the Account's title to the Assets, and the interest of the Beneficiary therein, against all claims of all persons or entities.

3.2.1.3 Upon receipt of assets under this Agreement, the Bank will determine that such assets are in such form that the Beneficiary, or the Bank upon direction from the Beneficiary, may whenever necessary negotiate any such assets, without consent or signature from the Grantor or any other person or entity.

3.2.1.4 The Bank will notify the Beneficiary and the Grantor within ten (10) calendar days

of any deposits to the Account. Such notice will be deemed given to the Beneficiary or the Grantor if the Beneficiary or the Grantor, respectively, has established an account in the Bank's on-line portal.

3.2.1.5 The Bank holds Assets in trust.

3.2.1.6 As directed by the Grantor, the Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. The Grantor and the Beneficiary hereby (i) covenant not to direct the Bank to establish any Sub-account for the benefit of any entity other than the Beneficiary and (ii) acknowledge that each Sub-account will have the same EIN as the Account.

3.2.2 **Separate and Apart; Exclusive Benefit**. The principal and income of the Account will be held separate and apart from the assets of the Grantor and will be held for the sole use and benefit of the Beneficiary. The Bank will keep the Assets (other than deposits at the Bank) separate and apart from the assets of the Bank, pursuant to paragraph (b) (*Separation of fiduciary assets*) of 12 CFR §9.13 and paragraph (c) (*Segregation of fiduciary and general assets*) of 12 United States Code §92a.

3.3 **Direction**. The Bank is subject to the directions of the Grantor, the Beneficiary, and any Investment Manager as set forth herein.

3.4 **Allocation of Duty to Manage the Assets**.

3.4.1 **Grantor**.

3.4.1.1 **Guidelines; Cash-flow Analysis**. The Grantor and the Beneficiary hereby reserve to the Grantor sole discretion to determine the Guidelines; to establish and carry out a Cash-flow Analysis consistent with the requirements of applicable law; and to deliver the Guidelines, the Cash-flow Analysis, and this Agreement to each person that has discretion to manage the Assets. The Grantor and the Beneficiary hereby represent and warrant that (i) the Guidelines, the Cash-flow Analysis, and the permissible investments set forth herein are the only investment restrictions imposed upon the Account by the Grantor or the Beneficiary; (ii) following such restrictions will not cause a violation of any applicable law; and (iii) a copy of the Guidelines as in effect on the date of this Agreement is attached as Exhibit B (*Guidelines*) hereto.

3.4.1.2 **Power to Manage, Appoint**. The Grantor and the Beneficiary hereby reserve to the Grantor discretion to manage the Assets (subject to the Guidelines, the Cash-flow Analysis, and the permissible investments set forth herein) and to appoint an investment manager or managers to manage (including the power to acquire and dispose of) the Assets. The Beneficiary hereby approves of the appointment of, and any purchases and sales directed by, any such manager. The Grantor hereby covenants that the Grantor and any such manager will direct transfers of Assets to investments by way of delivering a completed and fully executed Exhibit C (*Transfers and Substitutions*) to the Bank if the investment is neither a OTC-eligible security, a Fed book-entry security, nor a domestic mutual fund.

3.4.2 **Investment Manager**. The Grantor hereby represents and warrants that any investment manager so appointed (i) is an Investment Manager and (ii) unless the Grantor notifies the Bank to the contrary, has sole discretion to manage the Assets (subject to the Guidelines, the Cash-flow Analysis, and the permissible investments set forth herein).

3.4.3 **Bank**.

3.4.3.1 With respect to Assets that are subject to an Investment Manager's discretion to

manage, the Bank has no discretion to manage, and the Bank exercises the Investment Powers only as directed by the Investment Manager.

3.4.3.2 With respect to Assets that are not subject to an Investment Manager's discretion to manage,

The following provisions apply if and only if the Trustee Type includes directed: the Bank has no discretion to manage, and the Bank exercises the Investment Powers only as directed by the Grantor.

The following provisions apply if and only if the Trustee Type includes discretionary: the Bank has no discretion to manage to the extent the Bank has exercised the Investment Powers as directed by the Grantor. Otherwise, the Bank has sole discretion to manage (subject to the Guidelines, the Cash-flow Analysis, and the permissible investments set forth herein) and to exercise the Investment Powers. Notwithstanding the foregoing, the Bank will not vote proxies with respect to any security in which it may have a direct or indirect interest but will instead forward such proxies to the Grantor. The Beneficiary hereby represents and warrants that the Guidelines and the permissible investments set forth herein are acceptable to the Beneficiary. The Bank hereby acknowledges that, when exercising the Investment Powers in its discretion, the Bank is providing services in a "fiduciary capacity" within the meaning of 12 CFR §9.2(e).

3.4.3.3 **Sweep Direction**. To the extent the Bank has no discretion and has received no such direction as to cash Assets held in the Account, the Bank will use such Assets to purchase a position in the Account's designated sweep vehicle.

3.5 **Substitution**.

3.5.1 **By the Beneficiary**. The Beneficiary has the right, at any time and from time to time, to substitute assets for any Asset. The Beneficiary hereby covenants not to exercise such right unless any substituted assets are of equal fair market value to the Assets received therefor.

3.5.2 **By the Grantor**. The Grantor has the right, at any time and from time to time, to substitute assets of equal fair market value for any Asset. Such right is exercisable by the Grantor in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity. Each time the Grantor exercises such right, it will be deemed the Grantor's certification to the Bank that any substituted assets are of equal fair market value to the Assets received therefor. The Grantor hereby covenants not to exercise such right without delivering to the Bank a completed and fully executed Exhibit C (*Transfers and Substitutions*) in furtherance thereof.

3.5.3 **Trading Activity**. Trading activity in the Account will not be deemed a substitution for the purposes of this Agreement.

3.6 **Applicable Insurance Law**. The Grantor and the Beneficiary hereby:

3.6.1 Represent and warrant that this Agreement and the Guidelines satisfy the requirements of Applicable Insurance Law.

3.6.2 Covenant that any Asset acquired pursuant to directions provided under this Agreement (i) is in such form that the Beneficiary, or the Bank upon direction from the Beneficiary, may whenever necessary negotiate the same without consent or signature from the Grantor or any other person or entity; (ii) can be held in the Account; (iii) can be held exclusively in the United States; (iv) is denominated in U.S. dollars; (v) is neither an Affiliated Investment nor real estate; and (vi) when viewed

separately and in light of all the Assets, satisfies the Guidelines, the Cash-flow Analysis, the permissible investments set forth herein, and the requirements of Applicable Insurance Law.

SECTION 4

POWERS OF THE BANK

4.1 **Investment Powers**. Subject to Section 3.4 hereof, the Bank has the power to:

4.1.1 **Purchase, Hold, and Sell Assets**. Purchase with, and hold as, Assets without distinction between principal and income any securities or property, including, but not limited to, any securities or property administered, advised, custodied, held, issued, offered, sponsored, supported by the credit of, underwritten, or otherwise serviced by the Bank or by the Bank's affiliate, and to sell the same. The Grantor shall cause each Asset and the Assets collectively to at all times comply with the Guidelines and the requirements of Applicable Insurance Law. When Grantor is licensed or accredited as required to provide the Beneficiary with full credit for the reinsurance ceded pursuant to the Reinsurance Agreement, the extent of its Obligations secured under this Agreement shall be as such term is defined in Section l.28(A) herein. When Grantor is *not* licensed or accredited as required to provide the Beneficiary with full credit for the reinsurance ceded pursuant to the Reinsurance Agreement, the extent of its Obligations secured under this Agreement shall be as such term is defined in Section 1.28(B) herein. Without limiting the generality of the foregoing:

4.1.1.1 **Examples of Permissible Investments**. The Bank may so invest and reinvest in any real or personal property, including, but not limited to, DTC-eligible securities; Fed book-entry securities; domestic open-end mutual funds; global securities; American depositary receipts; closely held or restricted stock; collective investment funds; deposit accounts at a bank, such as certificates of deposit, demand deposit accounts, or money market deposit accounts; derivatives (forwards, futures, options, or swaps); life-insurance or annuity contracts; loan agreements or notes; real-estate deeds, leases, or mortgages; or Private Funds.

4.1.2 **Process Corporate Actions**.

4.1.2.1 Respond to voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits) affecting shareholders of an Asset, after providing notice of any such action to any person authorized under this Agreement to direct the exercise of the Investment Powers with respect to the Asset.

4.1.2.2 Notwithstanding anything herein to the contrary, the Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by the Bank regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such filing.

4.1.3 **Lend Securities**. Engage in securities-lending transactions with Assets, to the extent the Grantor, the Beneficiary, and the Bank have entered into a separate securities-lending agreement with respect to the Assets.

4.1.4 **Hire Service Providers**. Hire service providers (including, but not limited to, investment managers, investment advisers, and brokers) to assist the Bank in exercising the foregoing powers, including

any service provider that is affiliated with the Bank.

4.2 **Administrative Powers**. The Bank has the power to:

4.2.1 **Safe-keep Assets**. Safe-keep Assets as set forth herein.

4.2.2 **Exchange Foreign Currency**. Exchange foreign currency into and out of United States dollars through customary channels, including the Bank's foreign-exchange department.

4.2.3 **Borrow Money**. As directed by the Grantor and the Beneficiary, borrow funds to the extent expressly permitted under applicable law.

4.2.4 **Settle Purchases and Sales**. Settle purchases and sales as set forth herein.

4.2.5 **Register Assets.** Register any Asset in the name of the Account (with the Bank designated as trustee), the Bank (with or without trust designation), or the Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery; *provided* that the Bank's records at all times show that all such assets are part of the Account.

4.2.6 **Maintain Assets at a Depository or with a Sub-custodian.** Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of the Account (with the Bank designated as trustee), the Bank (with or without trust designation), the Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at the Bank's office in the United States and in a safe place.

4.2.7 **Collect Income.** Collect income as set forth herein.

4.2.8 **Advance Funds or Securities.** Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

4.2.9 **Sign Documents.** Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

4.2.10 **Distribute Assets.** Distribute Assets as set forth herein.

4.2.11 **Retain Disputed Funds.** Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

4.2.12 **Hold Assets Un-invested.** Hold Assets un-invested pending investment, distribution, resolution of a dispute, or for other operational reasons, and to deposit the same in an interest-bearing or noninterest-bearing deposit account of the Bank, notwithstanding any sweep direction for the Account or the Bank's receipt of "float" income from such un-invested cash.

4.2.13 **Litigate.** Bring or defend lawsuits involving the Account at the sole expense of the Account and to settle the same.

4.2.14 **Provide Statements.** Provide statements as set forth herein.

4.2.15 **Hire Service Providers.** Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist the Bank in exercising the foregoing powers, including any

service provider that is affiliated with the Bank.

SECTION 5

SAFE-KEEP ASSETS

5.1 **Safe-keeping.** As directed by the Grantor, the Bank will from time to time receive Assets. The Bank will safe-keep the Assets.

SECTION 6

SETTLE PURCHASES AND SALES

6.1 The Bank will settle purchases made with Assets and sales of Assets on a contractual basis according to the Bank's instruction-deadline schedule and current securities-industry practices, if the Bank has all the information and the Account has all the Assets necessary for the purchase or sale.

6.2 The Grantor and the Beneficiary hereby covenant that neither the Grantor nor the Beneficiary will (i) direct the purchase of an asset, notify a third party that the Bank will settle the purchase, or cause or permit anyone else to provide such direction or notice, if the Account has insufficient funds to settle the purchase; (ii) cause or permit proceeds from the sale of an Asset to be used to pay for the earlier purchase of the same Asset; or (iii) cause or permit the sale of an Asset that the Account has not fully paid for.

6.3 With respect to any sale of an Asset on a non-delivery-versus-payment basis, the Bank hereby covenants to use commercially reasonable efforts to obtain payment on the same business day that the Bank delivered the Asset, and the Account (and not the Bank) assumes all risk that payment is delayed or not received.

SECTION 7

COLLECT INCOME

7.1 The Bank will collect all income, principal, and other distributions due and payable on Assets.

7.2 If the Grantor or an Investment Manager directs the Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then the Bank will conduct such a search and notify such directing party of any such notice the Bank finds therein.

7.3 The Bank will, without the consent of or notice to the Beneficiary, upon call or maturity of any Asset, surrender such Asset upon condition that the proceeds are paid into the Account.

7.4 All payments of interest, dividends, and other income in respect to Assets in the Account belong to the Grantor, subject to any deduction of the Bank's compensation and expenses, and the Grantor may withdraw the same from the Account at any time. The Beneficiary may terminate the Grantor's rights to such interest, dividends, and other income by providing written direction to the Bank stating that all interest, dividends and other income will (i) be maintained in the Account, and (ii) not be subject to any rights of the Grantor.

SECTION 8

SECTIONS DISTRIBUTE ASSETS

8.1 **Withdrawal of Assets**.

8.1.1 **Right to Withdraw.** The Beneficiary will have the right to withdraw assets from the Account at any time, without notice to the Grantor, subject only to the Beneficiary's delivery of a Withdrawal Notice to the Bank specifying the Assets to be withdrawn. The Withdrawal Notice may designate a Designee. The Beneficiary is not required to present any other statement or document to withdraw Assets, except that the Beneficiary may be required to acknowledge receipt of the withdrawn Assets.

8.1.2 **Transfer of Assets.** Upon receipt of a Withdrawal Notice, the Bank will promptly take any and all steps necessary to transfer absolutely and unequivocally all right, title, and interest in the Assets specified therein to the Beneficiary or the Designee, as the case may be, and deliver such Assets to the same.

8.1.3 **Notice of Withdrawal.** The Bank will notify the Grantor and the Beneficiary within ten (10) calendar days of any withdrawals made pursuant to a Withdrawal Notice. Such notice will be deemed given to the Grantor or the Beneficiary if the Grantor or the Beneficiary, respectively, has established an account in the Bank's on-line portal. The Beneficiary will acknowledge receipt by the Beneficiary or by the Designee of any transfer of Assets within five (5) calendar days of such receipt.

8.1.4 **Trading Activity.** Trading activity in the Account will not be deemed a withdrawal for the purposes of this Agreement.

8.2 **Use and Application of Withdrawn Assets.** The Beneficiary hereby covenants that the Beneficiary will undertake to use and apply any withdrawn Assets, without diminution because of the insolvency of the Beneficiary or the Grantor, only for the following purposes:

8.2.1 To pay or reimburse the Beneficiary for the Grantor's share of surrenders, benefits and losses paid by the Beneficiary under the Reinsurance Agreement, but not recovered from the Grantor, or for unearned premiums returned to the owners of policies reinsured under the Reinsurance Agreement if not otherwise paid by or on behalf of the Grantor in accordance with the terms of the Reinsurance Agreement;

8.2.2 To make payment to the Grantor, of any amounts held in the Account that exceed the greater of (a) the Trust Required Balance (as defined in the Reinsurance Agreement) and (b) one hundred two percent (102%) of the actual amount required to fund the Grantor's entire Obligations under the Reinsurance Agreement;

8.2.3 To pay or reimburse any other amounts that the Beneficiary claims are due from the Grantor under the Reinsurance Agreement;

8.2.4 Where the Beneficiary has received notification of termination of the Account and where the Grantor's entire Obligations under the Reinsurance Agreement remain unliquidated and undischarged ten (10) days before the termination date, to withdraw amounts equal to greater of (a) the Trust Required Balance and (b) one hundred two percent (102%) of the actual amount required to fund the Grantor's entire Obligations under the Reinsurance Agreement, to fund a separate account with the Beneficiary in an amount of at least equal to the deduction for reinsurance ceded, from the Beneficiary's liabilities for the policies reinsured under the Reinsurance Agreement, in the name of the Beneficiary in any United States bank or trust company apart from its general assets, in trust for the uses and purposes specified in Sections 8.2.1 to 8.2.3 that remain executory after the withdrawal and for any period after such termination date. The account shall include, but not be limited to, amounts for policy reserves, claims and losses incurred (including losses incurred but not reported), loss adjustment expenses and unearned premium reserves; and

8.2.5 at the written request of the Grantor, pursuant to the Reinsurance Agreement, to deposit funds in a claims payment account established in the name of the Beneficiary to fund the estimated payment of losses, claims and loss adjustment expenses for the next calendar month.

SECTION 9

PROVIDE STATEMENTS

9.1 **Accounting.** The Bank will maintain proper books of account and complete records of Assets and transactions in the Account, including increases or decreases in the value of the Account due to contributions to the Account, distributions from the Account, investment experience on Assets, and expenses and fees actually charged to the Account.

9.2 **Statements**.

9.2.1 **Account Statements.** The Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by the Bank, the Grantor, and the Beneficiary) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after the Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period, ending Asset holdings and such Assets' price pursuant to Section 9.4 herein.

To the extent the Grantor and Beneficiary have established accounts in the Bank's on-line portal and granted access thereunder to Statement Recipients, the Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, the Grantor and the Beneficiary will be deemed to have designated "Monthly."

(Check at least one):

■ Monthly

□ Quarterly

□ Semi-annually

□ Annually

9.2.2 **Client-controlled Assets.** The Bank will exclude Client-controlled Assets from the Account statements. The Grantor and the Beneficiary hereby acknowledge that (i) such assets are not held in the Account and (ii) the Bank is not trustee of such assets and not responsible for performing any duties under this Agreement with respect to such assets.

9.2.3 *The following provisions apply if and only if the Trustee Type includes* ***discretionary:*** **Proxy-voting Reports.** The Bank will furnish each Statement Recipient with reports of how the Bank voted proxies with respect to the Assets, in the form and frequency as the Grantor, the Beneficiary, and the Bank may agree from time to time.

9.3 **Confirmations; Notification by Agreement.** Except to the extent the Assets are subject to the Bank's discretion to manage, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by the Bank for the Account. Even so, the Grantor and the Beneficiary have the right to demand that the Bank provide written notification of such transactions pursuant to 12 CFR §12.4(a) or (b) at no additional cost to the Grantor or the Beneficiary.

9.4 **Price-reporting.** For purposes of reporting the price of an Asset on an Account statement:

9.4.1 **Pricing from Vendor or Market.** If the Bank receives a price from a third-party pricing vendor, or if a price is readily determinable on an established market, then the Bank will report such price.

9.4.2 **Pricing from Grantor or Investment Manager.** If the Bank does not receive a price from a third-party pricing vendor, and a price is not readily determinable on an established market, then the Grantor or an Investment Manager will, upon the Bank's request, direct the Bank as to the price; the Bank will then report such price. The Grantor hereby covenants to provide such direction by way of delivering a pricing form acceptable to the Bank. Absent such a direction, the Bank will report the most recent price that the Bank received from the Asset's broker, fund accountant, general partner, issuer, manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.4.3 **Limitations.** The Grantor and the Beneficiary hereby acknowledge that the Bank is performing a routine, ministerial, non-discretionary price-reporting function; that the reported price might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported price is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

9.4.4 **Pricing Sources; Methodology.** Upon the Grantor's or the Beneficiary's request, the Bank will provide the same with information about the Bank's pricing sources and methodologies.

9.5 **Statement Review.** The Grantor and the Beneficiary will review the Account statements promptly upon delivery.

9.6 **Audit.** On at least seven (7) calendar days advance notice from the Grantor or the Beneficiary, the Bank will permit the same's independent auditors to inspect during the Bank's regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 10

LIMITATIONS ON DUTIES; INDEMNIFICATION

10.1 **Limitations on Duties.** The duties of the Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations will be read into this Agreement against the Bank. Without limiting the generality of the foregoing, the Bank has no duty to:

10.1.1 Request or obtain a ruling or other guidance from the IRS or any other governmental authority as to (or otherwise determine, monitor, or question) the tax character or consequences of the form and operation of the Account.

10.1.2 Act as investment manager of, or take notice of the management of, any assets other than Assets that are subject to the Bank's discretion to manage (if any).

10.1.3 Provide Investment Advice.

10.1.4 Determine, monitor, or collect contributions from the Grantor or monitor compliance with any applicable funding requirements.

10.1.5 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, or to take physical possession of such asset or document.

10.1.6 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify the Grantor or the Beneficiary in the event of such default or refusal.

10.1.7 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt issue is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

10.1.8 Question whether any direction received under this Agreement is prudent; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into the Grantor's or the Beneficiary's account in the Bank's on-line portal, is unreliable or has been compromised, such as by identity-theft.

10.1.9 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or Account, except to the extent such duties are required by law to be performed only by the Bank in its capacity as trustee under this Agreement (such as filing and furnishing any IRS Forms 1041 required to be filed and furnished with respect to the Account) or are expressly set forth herein.

10.1.10 Monitor service providers hired by the Grantor or by the Beneficiary or guarantee their performance.

10.1.11 Maintain or defend any legal proceeding in the absence of indemnification, to the Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

10.1.12 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

10.1.13 Question whether any assets substituted under this Agreement are of equal fair market value to the Assets received therefor.

10.1.14 Question (i) the performance or non-performance of any reinsurance agreement or other agreement between the Grantor and the Beneficiary; (ii) whether this Agreement, the Guidelines, any contributions to or withdrawals from the Account, the use of withdrawn Assets, or the selection or performance of any service provider hired by the Grantor or the Beneficiary satisfies the requirements of Applicable Insurance Law; (iii) the extent of the Beneficiary's credit under Applicable Insurance Law for the reinsurance secured hereby; or (iv) whether any Asset acquired pursuant to directions provided under this Agreement (when viewed separately or in light of all the Assets) satisfies the Guidelines, the Cash flow Analysis, the permissible investments set forth herein, or the requirements of Applicable Insurance

Law or is an Affiliated Investment.

10.2 **Indemnification**.

10.2.1 The Bank is obligated to indemnify the Account for any loss of cash or securities of the Account in the custody of the Bank or Bank's subcustodians to the extent that a court of competent jurisdiction has made a final judgment that such loss was occasioned by (i) the willful misconduct, dishonesty, bad faith, or breach of fiduciary duty of the officers or employees of the Bank or Bank's subcustodians, or (ii) burglary, robbery, holdup, theft, or mysterious disappearance, including loss by damage or destruction. In the event of a loss of the securities for which the Bank is obligated to indemnify the Account, the securities shall be promptly replaced or the value of the securities and the value of any loss of rights or privileges resulting from said loss of securities shall be promptly replaced. In the event that a court of competent jurisdiction has made a final judgment that the Harm of any loss of cash or securities of the Account was occasioned for reasons that are not indemnifiable under this Section 10.2.1, the Grantor agrees to promptly reimburse the actual expenses and liabilities that any Indemnified Person sustained in the course of, or as a result of, the proceedings which led to the applicable final judgment with respect to such Indemnified Person. In the event that a court of competent jurisdiction has made a final judgment that the Harm of any loss of cash or securities of the Account was occasioned for reasons that are indemnifiable under this Section 10.2.1, the Bank agrees to promptly reimburse the Grantor for expenses and liabilities that Grantor sustained in the course of, or as a result of, the proceedings which led to the final judgment.

10.2.2 Except for any Harm for which the Bank is obligated to indemnify the Account under Section 10.2.1, the Grantor and the Beneficiary hereby jointly and severally indemnify and release each Indemnified Person, and hold each Indemnified Person harmless from and against, and an Indemnified Person will incur no liability to any person for, any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the Harm resulted directly from the Indemnified Person's willful misconduct, gross negligence, bad faith, material breach of this Agreement, or breach of fiduciary duty.

10.2.3 The foregoing provisions will survive the termination of this Agreement.

10.3 ***Force Majeure.*** No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than the Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.

10.4 **Damages.** No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.

10.5 **Statements.** The Bank is not liable with respect to the propriety of the Bank's actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to the Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

SECTION 11

FEES AND EXPENSES

11.1 **Fees.** The Grantor will pay the Bank compensation for providing services under this Agreement. A schedule of that compensation is attached as **Exhibit A (***Fee Schedule***)** hereto.

11.2 **Expenses.** The Grantor will reimburse the Bank for expenses, fees, costs, and other charges incurred by the Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).

11.3 **Outstanding Fees and Expenses.** In the event that Grantor fails to pay Bank in accordance with the terms of this Agreement for any outstanding compensation, expenses, fees, costs, or other charges incurred by the Bank in providing services under this Agreement, the Grantor and the Beneficiary hereby grant the Bank a first-priority lien and security interest in, and right of set-off against, the income of the Assets. The Bank may execute that lien and security interest, and exercise that right, at any time.

11.4 **Advance of Funds or Securities.** To the extent of any advance of funds or securities under this Agreement, the Grantor and the Beneficiary hereby grant the Bank a first-priority lien and security interest in, and right of set-off against, the Assets. The Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of the Bank's (i) rights as a securities intermediary under Uniform Commercial Code §9-206 or (ii) right of reimbursement under state trust law, and the Grantor and the Beneficiary hereby acknowledge that the obligation to pay a purchase price to the Bank arises at the time of the purchase.

SECTION 12

TERMINATION

12.1 **Termination of Agreement.** This Agreement terminates upon Account termination or, if earlier, the effective date of the Bank's resignation or removal under this Agreement.

12.2 **Account Termination.** The Grantor or the Beneficiary may terminate the Account by notice to the other and to the Bank. The termination will be effective ninety (90) calendar days after delivery of the notice. In connection with such a termination, the Beneficiary covenants to provide the Bank with a Withdrawal Notice with respect to all Assets.

12.3 **Resignation; Removal**.

12.3.1 The Bank may resign under this Agreement by notice to the Grantor and the Beneficiary. The Grantor may remove the Bank under this Agreement by notice to the Bank and the Beneficiary. The resignation or removal will be effective ninety (90) calendar days after delivery of the notice. By such effective date, the Grantor will appoint a new trustee and, after obtaining the Beneficiary's approval of such appointment, provide the Bank with the new trustee's signed, written acknowledgment of trusteeship. If the Grantor fails to do so, the Bank will have the right to petition a court at Account expense for appointment of a new trustee.

12.3.2 Upon receiving such acknowledgment or notice of such court-appointment, the Bank will transfer Assets to the new trustee as directed by the Grantor and the Beneficiary or by the court, as the case may be. However, the Bank will not be required to transfer any Assets until the Bank has received payment

or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by the Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

12.3.3 The Grantor and the Beneficiary hereby covenant that any such new trustee appointed by the Grantor will (i) be a bank that is a Qualified United States Financial Institution and (ii) not be a Parent, a Subsidiary, or an Affiliate of the Grantor or of the Beneficiary.

12.4 **Reversion.** Upon Account termination, the Beneficiary may deliver a Withdrawal Notice to the Bank directing the Bank to deliver over to the Grantor any Assets not previously withdrawn by the Beneficiary. The Grantor hereby acknowledges that the Grantor does not otherwise have any right to a delivery of Assets upon Account termination.

SECTION 13

MISCELLANEOUS

13.1 **Services Not Exclusive.** The Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

13.2 **Binding Obligations.** The Grantor, the Beneficiary, and the Bank each hereby represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

13.3 Complete Agreement; Amendment; Prevalence.

13.3.1 **Complete Agreement.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

13.3.2 **Amendment.** This Agreement may be amended at any time, in whole or in part, by a written instrument signed by the Grantor, the Beneficiary, and the Bank. Notwithstanding the foregoing, the terms of **Exhibit A (***Fee Schedule***)** hereto alone govern amendments thereto.

13.3.3 **Prevalence of this Agreement.** The Grantor and the Beneficiary hereby represent and warrant that any reinsurance agreement between them is (i) not relevant to the powers, rights, and duties of the Bank under this Agreement and (ii) not inconsistent with this Agreement. In the event of such an inconsistency, this Agreement prevails with respect to the powers, rights, and duties of the Bank.

13.4 **Governing Law; Venue.** This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties hereby submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court.

13.5 **Successors and Assigns**.

13.5.1 This Agreement binds, and inures to the benefit of, the Grantor, the Beneficiary, the Bank, and their respective successors and assigns. If a commissioner of insurance or a court appoints a domiciliary

receiver (including a conservator, rehabilitator, or liquidator) for the Beneficiary, then such receiver is deemed to be the Beneficiary's successor.

13.5.2 No party may assign any of its rights under this Agreement without the consent of each other party, which consent will not be unreasonably withheld. The Grantor hereby acknowledges that the Bank will withhold consent unless and until the Bank verifies the Grantor's assignee's identity according to the Bank's Customer Identification Program and, to that end, the Grantor hereby agrees to notify the Bank of such assignment and provide the Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that the Bank may request. The Beneficiary hereby acknowledges that the Bank will withhold consent unless and until the Bank verifies the Beneficiary's assignee's identity according to the Bank's Customer Identification Program and, to that end, the Beneficiary hereby agrees to notify the Bank of such assignment and provide the Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that the Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity; *provided* that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

13.6 **Severability.** The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

13.7 **No Third-party Beneficiaries.** This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

13.8 **Solvency.**

13.8.1 The Bank has no duty to inquire whether the Grantor or the Beneficiary is insolvent or subject to a pending bankruptcy or receivership proceeding.

13.8.2 The Grantor hereby represents and warrants that the Grantor is neither insolvent nor subject to any pending bankruptcy or receivership proceeding. The Grantor will promptly notify the Bank and the Beneficiary of any such insolvency or proceeding.

13.8.3 The Beneficiary hereby represents and warrants that the Beneficiary is neither insolvent nor subject to any pending bankruptcy or receivership proceeding. The Beneficiary will promptly notify the Bank and the Grantor of any such insolvency or proceeding.

13.8.4 The Bank may forward any such notice onto the Grantor or the Beneficiary, as the case may be. In any event, if the Bank has actual knowledge of any such proceeding, then the Bank may suspend performance of any of its obligations under this Agreement and may require additional documentation from the directing party before following any direction under this Agreement. The Grantor and the Beneficiary (i) will reimburse the Bank for any expenses, fees, costs, or other charges incurred by the Bank in responding to any such proceeding, including, but not limited to, any fees charged by an attorney of the Bank's choice, and (ii) hereby covenant not to give any direction under this Agreement that is contrary to applicable bankruptcy or receivership law.

13.9 **Tax-Lot Selection-Method.** The Grantor and the Beneficiary hereby direct the Bank to use the following tax-lot selection-method for the Account, except to the extent the Grantor and the Beneficiary direct the Bank to the contrary: Average Federal Tax Cost (in which shares are sold across all tax lots using the average cost) and, to the extent such method is not permitted for Account investments, First In First Out (in which shares are sold from tax lots having the earliest federal tax acquisition date).

13.10 **Shareholder Communications Act Election.** Under the Shareholder Communications Act of 1985, as amended, the Bank must try to permit direct communications between a company that issues a security held in the Account (the "**Securities-Issuer**") and any person who has or shares the power to vote, or the power to direct the voting of, that security (the "**Voter**"). Unless the Voter registers its objection with the Bank, the Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("**Disclosure**"). To the extent that the Grantor is the Voter, the Grantor hereby (i) acknowledges that failing to check one and only one box below will cause the Grantor to be deemed to have consented to Disclosure and (ii) registers its (*check only one):*

■ Consent to Disclosure.

□ Objection to Disclosure.

13.11 **Tax Reclaims.** To the extent the Bank provides the Account with a service to minimize foreign withholding or reclaim foreign taxes withheld with respect to an Asset, the Grantor and the Beneficiary hereby direct the Bank to disclose the Account's name, address, and EIN, as well as the Account's position in the Asset, to the Bank's sub-custodians and other service providers, to the Asset's issuer, and to local (foreign) tax authorities as needed in order to provide such service.

13.12 **Authorized Persons.** With respect to this Agreement:

13.12.1The Grantor will notify the Bank of the identity of each (i) employee of the Grantor who is authorized to act on the Grantor's behalf, (ii) third-party agent that is authorized to act on the Grantor's behalf, and (iii) employee of each third-party agent who is authorized to act on such agent's behalf. In no event is any such agent authorized to execute this Agreement or any amendment thereto or to terminate this Agreement.

13.12.2The Beneficiary will notify the Bank of the identity of each (i) employee of the Beneficiary who is authorized to act on the Beneficiary's behalf, (ii) third-party agent that is authorized to act on the Beneficiary's behalf, and (iii) employee of each third-party agent who is authorized to act on such agent's behalf. In no event is any such agent authorized to execute this Agreement or any amendment thereto or to terminate this Agreement.

13.12.3The Bank may assume that any such employee or agent of the Grantor continues to be so authorized, until the Bank receives notice to the contrary from the Grantor (or, with respect to any such employee of any such agent, from such agent). The Bank may assume that any such employee or agent of the Beneficiary continues to be so authorized, until the Bank receives notice to the contrary from the Beneficiary (or, with respect to any such employee of any such agent, from such agent).

13.12.4The Grantor hereby represents and warrants that any such employee or agent of the Grantor was duly appointed and is appropriately monitored and covenants that the Grantor will furnish such employee or agent with a copy of this Agreement, as amended from time to time. The Grantor hereby acknowledges that (i) such employee's or agent's actions or omissions are binding upon the Grantor as if the Grantor had taken such actions or made such omissions itself and (ii) the Bank is indemnified, released, and held harmless accordingly.

13.12.5The Beneficiary hereby represents and warrants that any such employee or agent of the Beneficiary was duly appointed and is appropriately monitored and covenants that the Beneficiary will furnish such employee or agent with a copy of this Agreement, as amended from time to time. The

Beneficiary hereby acknowledges that (i) such employee's or agent's actions or omissions are binding upon the Beneficiary as if the Beneficiary had taken such actions or made such omissions itself and (ii) the Bank is indemnified, released, and held harmless accordingly.

13.13 **Delivery of Directions**.

13.13.1Any direction, notice, or other communication to or from the Grantor provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into the Grantor's account in the Bank's on-line portal, or (iii) sent to the Bank by Messaging System.

13.13.2Any direction, notice, or other communication to or from the Beneficiary provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into the Beneficiary's account in the Bank's on-line portal, or (iii) sent to the Bank by Messaging System.

If to the Grantor:

Authorized Officer: c/o Brad Mulcahey

U.S. Mailing Address: 667 Madison Avenue, 5th Floor

New York, NY 10055

Email Address: bmulcahey@bowheadspecialty.com

If to the Beneficiary:

Authorized Officer: c/o [Mary A.Theilen]

U.S. Mailing Address: 6000 American Parkway

Madison, WI 53783

Email Address: mtheilen@amfam.com

If to the Bank:

Authorized Officer: c/o Tyshia Easley

Vice President and Relationship Manager

U.S. Mailing Address: 50 S. 16th Street, Suite 2000

Philadelphia, Pa 19102

Email Address: tyshia.easley@usbank.com

13.13.3Any direction received from the Grantor under this Agreement by email or Messaging System, or entered into the Grantor's account in the Bank's on-line portal, is deemed to be given in a writing signed by the Grantor. The Grantor hereby represents and warrants that the Grantor maintains commercially reasonable security measures for preventing unauthorized access to its portal accounts; to the email accounts of its employees, agents, and agents' employees; and to any Messaging System used by its employees, agents, and agents' employees, and the Grantor hereby assumes all risk to the Account of such unauthorized access. The Grantor hereby acknowledges that the Grantor is fully informed of the protections and risks associated with the various methods of transmitting directions to the Bank and that there may be more secure

methods of transmitting directions than the methods selected by the Grantor and the Grantor's agents.

13.13.4Any direction received from the Beneficiary under this Agreement by email or Messaging System, or entered into the Beneficiary's account in the Bank's on-line portal, is deemed to be given in a writing signed by the Beneficiary. The Beneficiary hereby represents and warrants that the Beneficiary maintains commercially reasonable security measures for preventing unauthorized access to its portal accounts; to the email accounts of its employees, agents, and agents' employees; and to any Messaging System used by its employees, agents, and agents' employees, and the Beneficiary hereby assumes all risk to the Account of such unauthorized access. The Beneficiary hereby acknowledges that the Beneficiary is fully informed of the protections and risks associated with the various methods of transmitting directions to the Bank and that there may be more secure methods of transmitting directions than the methods selected by the Beneficiary and the Beneficiary's agents.

13.14 **Abandoned Property.** The Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and the Bank will be held harmless therefrom. The provisions of this section will survive the termination of this Agreement.

13.15 **Legal Advice.** The Grantor and the Beneficiary hereby acknowledge that they (i) did not receive legal advice from the Bank concerning this Agreement, (ii) had an adequate opportunity to consult attorneys of their choice before executing this Agreement, and (iii) executed this Agreement upon their own judgment and, if sought, the advice of such attorneys.

13.16 **Waiver of Jury Trial.** Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

13.17 **Legal Action.** If the Bank is served with a Legal Action, then the Bank will, to the extent permitted by law, use commercially reasonable efforts to notify the Grantor and the Beneficiary of such service. The Grantor and the Beneficiary will reimburse the Bank for any expenses, fees, costs, or other charges incurred by the Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of the Bank's choice. If the Grantor notifies the Bank that the Grantor is seeking a protective order to resist the Legal Action, then the Bank will provide reasonable cooperation at the Grantor's request and sole cost and expense. If the Beneficiary notifies the Bank that the Beneficiary is seeking a protective order to resist the Legal Action, then the Bank will provide reasonable cooperation at the Beneficiary's request and sole cost and expense. In any event, the Bank may comply with the Legal Action at any time, except to the extent the Bank has received a protective order that prevents the Bank from complying.

13.18 **Interpleader.** With respect to Assets that are the subject of a dispute, the Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. The Grantor and the Beneficiary will reimburse the Bank for any expenses, fees, costs, or other charges incurred by the Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of the Bank's choice. Before disbursing Assets pursuant to such directions, the Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by the Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

13.19 **Representations and Warranties.** The Grantor and the Beneficiary each hereby covenant that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify the Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

13.20 **Publicity.** No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

13.21 **Counterparts and Duplicates.** This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original, but all of which together will constitute the same instrument. This Agreement, and any direction, notice, or other communication given under this Agreement, may be proved either by an executed original or by a reproduced copy thereof (including, but not limited to, an electronic file copy thereof).

13.22 **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

13.23 *The following provisions apply if and only if the Trustee Type includes* ***discretionary:*** **Exempt from Registration.** The Bank hereby represents and warrants that it is a "bank" as that term is defined in §202(a)(2) of the Investment Advisers Act and therefore exempt, under §202(a)(l l)(A) of the Investment Advisers Act, from registering with the SEC as an investment adviser.

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

THE GRANTOR:

By: /s/H. Matthew Crusey
(Signature of Grantor's authorized officer)

H. Matthew Crusey
(Printed Name of Grantor's authorized officer)

Its: Secretary & General Counsel
(Title of the Grantor's authorized officer)

Dated: May 23, 2024

THE BENEFICIARY:

By: /s/ Troy P. Van Beek
(Signature of Beneficiary's authorized officer)

/s/ Troy Vank Beek
(Printed Name of Beneficiary's authorized officer)

Its: Chief Financial Officer and Treasurer
(Title of the Beneficiary's authorized officer)
Dated: May 23, 2024

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Dan D. Pace
(Signature of er)

H. Matthew Crusey
(Printed Name)

Its: Vice President and Relationship Manager

Dated: May 23, 2024

INSURANCE TRUST AGREEMENT

Exhibit A (Fee Schedule)

INSURANCE TRUST AGREEMENT

Exhibit B (Guidelines)

[OMITTED]

INSURANCE TRUST AGREEMENT

Exhibit C (Transfers and Substitutions)

This form relates to the U.S. Bank National Association ("**Bank**") Institutional Trust & Custody division ("**IT&C**") account identified below ("**Account**"), which the Bank as sole trustee maintains under a fully executed trust agreement with (the "**Grantor**") and (the "**Beneficiary**"), as may be amended from time to time (the "**Agreement**").

Account Name:_____Account Number:_____

1. "**Investment**" means (name of the investment). Capitalized terms not defined herein have the meaning set forth in the Agreement.

2. **Direction.** (Check only one box below):

   The Grantor hereby directs the Bank to:

   - □ Transfer $ ____of Assets to the Investment.
   - □ Accept _____shares/units of the Investment in substitution for other Assets.

   An Investment Manager hereby directs the Bank to:

   - □ Transfer $ ___of Assets to the Investment.

3. **Representation and Warranty.** Such directing party ("**Directing Party**") hereby represents and warrants that the Investment (i) when viewed separately and in light of all the Assets, satisfies the Guidelines, the Cash-flow Analysis, the permissible investments set forth in the Agreement, and the requirements of Applicable Insurance Law and (ii) is not an Affiliated Investment.

4. **Approval.** The Beneficiary hereby approves such transfer or substitution. In addition, if the Investment Manager is the Directing Party, then the Grantor hereby approves such transfer.

5. **Effective Date.** This form will become effective when the Grantor, the Beneficiary, and, if the Investment Manager is the Directing Party, the Investment Manager have signed it. The date of this form will be the date this form is signed by the last such party to sign it (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, an authorized officer of the Grantor and an authorized officer of the Beneficiary hereby execute this form on the date stated beneath their respective signatures.

THE GRANTOR (AS DEFINED IN THIS FORM)

By: _____ (Signature of the Grantor's authorized officer)
(Printed name of the Grantor's authorized officer)
Its: _____
(Title of the Grantor's authorized officer)
Dated:

THE BENEFICIARY (AS DEFINED IN THIS FORM)

By: _____
(Signature of the Beneficiary's authorized officer) _____
(Printed name of the Beneficiary's authorized officer)
Its:_____ (Title of the Beneficiary's authorized officer)
Dated: _____

In addition, if the Investment Manager is Directing Party, then an authorized officer of the Investment Manager hereby executes this form on the date stated beneath its signature.

THE INVESTMENT MANAGER (AS DEFINED IN THIS FORM)

By: _____
(Signature of the Investment Manager's authorized officer)

_____
(Printed name of the Investment Manager's authorized officer)

Its:_____
(Title of the Investment Manager's authorized officer)

Dated: _____

INSURANCE TRUST AGREEMENT

Exhibit D (Withdrawal Notice)

This form relates to the U.S. Bank National Association ("**Bank**") Institutional Trust & Custody division ("**IT&C**") account identified below ("**Account**"), which the Bank as sole trustee maintains under a fully executed trust agreement with (the "**Grantor**") and (the "**Beneficiary**"), as may be amended from time to time (the "**Agreement**"). Capitalized terms not defined herein have the meaning set forth in the Agreement.

Account Name: _____ Account Number:

1. The Beneficiary hereby directs the Bank to transfer $_____ of Assets in cash to the (*check only one)* □Beneficiary/□Designee: _____/□Grantor.

IN WITNESS WHEREOF, an authorized officer of the Beneficiary hereby executes this form on the date stated beneath its signature.

THE BENEFICIARY (AS DEFINED IN THIS FORM)

By: _____
(Signature of the Beneficiary's authorized officer)

_____
(Printed name of the Beneficiary's authorized officer)

Its:_____
(Title of the Beneficiary's authorized officer)

Dated:_____

EMPLOYMENT AGREEMENT

This AGREEMENT (this "Agreement") is made as of May 22, 2024, to be effective as of the closing date of the Company's initial public offering or, if earlier, a Change in Control (as defined below) (the "Effective Date"), by and between Bowhead Specialty Holdings Inc. (the "Company"), and Stephen J. Sills (the "Executive") (collectively, the "Parties").

WHEREAS, the Company desires to employ the Executive and to enter into this Agreement embodying the terms of such employment, and the Executive desires to enter into this Agreement to accept such employment, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Parties agree as follows:

1. Employment Period.

The Company will employ the Executive, and the Executive will serve the Company, under the terms of this Agreement for a period beginning as of the Effective Date and terminating on the third (3rd) anniversary of the Effective Date, unless such period shall have been earlier terminated in accordance with the terms hereof. The initial term of the Executive's employment hereunder shall automatically be renewed for renewal terms of one (1) year each, unless either the Company or the Executive gives written notice of non-renewal of the Executive's employment at least ninety (90) days prior to the end of the then-current term. The period of the Executive's employment hereunder, including any renewal term, is referred to herein as the "Employment Period."

2. Duties and Status.

(a) The Executive will serve as the Company's Chief Executive Officer during the Employment Period, and the Executive accepts such employment, on the terms set forth in this Agreement. The Executive shall also serve as Chief Executive Officer of Bowhead Underwriting Services, Inc. ("BUSI"), Bowhead Insurance Company Inc. and Bowhead Specialty Underwriters Inc. Notwithstanding the foregoing, the Company shall be the sole employer of Executive during the Employment Period, with compensation under Section 3 being paid, and employee benefits under Section 4 being provided, by BUSI. The Executive shall serve as a member of the board of directors of the Company (the "Board") without additional compensation therefor and shall report to the Board. Further, the Executive shall (i) serve on the boards of directors of Bowhead Insurance Company Inc., Bowhead Specialty Underwriters Inc. and other Subsidiaries of Bowhead Holdings and (ii) hold such corporate officer titles and positions of Bowhead Holdings, the Company and its Subsidiaries, as may be required under other agreements or reasonably requested by the Board in its sole discretion. The Executive agrees to resign from the boards of all other positions with all entities affiliated with Bowhead Holdings and its Subsidiaries, including the Company, as of the last day of the Employment Period.

(b) As Chief Executive Officer, the Executive shall have all rights, powers, privileges and duties for a position in an organization of the size and nature of the Company and its

Subsidiaries (collectively, the "Bowhead Group") subject to direction by the Board. The Executive shall exercise the scope of his authority in good faith and in a manner consistent with industry standards and reasonably calculated to achieve material compliance with the laws, regulations, policies, procedures and contracts applicable to the business of the Bowhead Group. Nothing in this Agreement shall prohibit Executive from reasonably delegating parts of the responsibilities set forth in or contemplated by this Section 2(b) to other employees of the Bowhead Group.

(c) The Executive shall devote substantially all of his business time and efforts to the business of the Bowhead Group, it being understood and agreed that the Executive shall be permitted to: (i) serve on up to two other boards of directors (or advisory committee) of a corporation, limited liability company or other entity, (ii) serve on the boards of a reasonable number of trade associations and/or charitable organizations, (iii) engage in a reasonable number of charitable activities and community affairs, and/or (iv) manage his personal investments and affairs (including those of his parents, spouse and children); provided, however, that the Executive may only engage in the activities set forth in this Section 2(c) so long as such engagement does not conflict or materially interfere with the effective discharge of his duties and responsibilities hereunder, create a conflict of interest, violate any provision of Section 9 of this Agreement or cause any reputational damage to the Company as reasonably determined by the Board. Currently Mr. Sills is a member of the board of directors of MCC Theater. The Executive shall notify the Board at least ten (10) days in advance of commencing any additional services that are described in this Section 2(c).

(d) The Executive shall principally perform his duties under this Agreement in New York City.

3. Compensation.

(a) Base Salary. During the Employment Period, the Company will pay to the Executive, as compensation for the performance of his duties and obligations hereunder, a base salary at the rate of six hundred and seventy five thousand dollars ($675,000) per annum, subject to normal withholding and other taxes, payable in accordance with the normal payroll schedule of the Company. Such base salary will be subject to review prior to March 1st of each year for possible increase by the Committee, but shall in no event be decreased from its then existing level during the Employment Period. The Executive's base salary as in effect from time to time shall be referred to herein as "Base Salary."

(b) Annual Bonus Plan. The Executive shall participate in an annual cash incentive compensation plan (the "Annual Bonus Plan") established by the Company or its Subsidiaries. During the Employment Period, Executive will be eligible to earn an annual bonus for each full calendar year completed (the "Annual Bonus"). The Executive's target Annual Bonus will be one hundred percent (100%) of his Base Salary and his maximum Annual Bonus will be one hundred fifty percent (150%) of Base Salary, in each case based on Base Salary in effect on January 1st of the applicable performance period. The actual Annual Bonus payable to the

Executive with respect to a performance period will be determined by the Committee based on achieving performance goals and objectives for such calendar year as reasonably determined by the Committee. The Executive's Annual Bonus shall be paid as soon as administratively practicable after the end of the performance period, but in no event later than the March 15th immediately following such period; provided, that the Executive must remain continuously employed by the Company through the last day of the annual calendar year performance period to be eligible to receive bonus. Notwithstanding the foregoing, the Executive shall be eligible to earn an Annual Bonus for with respect to the period from January 1, 2024 through the Effective Date targeted at one hundred percent of his rate of salary as Chief Executive Officer of BUSI as in effect on January 1, 2024 multiplied by a fraction, the numerator of which is the number of days in calendar year 2024 before the Effective Date and the denominator of which is 365. based on the terms of the Annual Bonus Plan in effect through that period with BUSI, with the actual amount of such Annual Bonus to be determined and approved by the Committee.

4. Employee Benefits.

During the Employment Period, the Executive will be entitled to participate in the employee benefit plans and programs of the Bowhead Group that are generally made available to the other senior executives of the Bowhead Group, subject to the terms of such plans. The Company shall have the right at its own cost and expense to apply for and to secure in its own name, or otherwise, life, health or accident insurance, or any or all of them, covering the Executive, and the Executive agrees to submit to the usual and customary medical examination and otherwise to cooperate with the Company in connection with the procurement of any such insurance, and any claims thereunder. As an alternative to the Company's regular medical coverage, the Executive shall have the right to require the Company to subsidize Medigap coverage of his choice at an amount not greater than the cost of its health insurance for other employees; provided, that the Company shall not be obligated to compensate the Executive for any adverse tax effects associated with such subsidy. The Executive will be entitled to four (4) weeks' vacation time during each calendar year in which he is employed hereunder in accordance with the Company's vacation policy then in effect. Nothing contained herein shall be construed to limit the Company's ability to amend, suspend, or terminate any employee benefit plan or policy at any time on a prospective basis.

5. Equity Compensation.

As of the Effective Date, the Company shall grant performance stock units ("PSUs") to the Executive under the 2024 Omnibus Incentive Plan subject to the terms and conditions of an award agreement in substantially the form attached hereto as Exhibit A (the "Grant Agreement"), which is hereafter referred to as the "IPO Grant". The target number of PSUs under the IPO Grant shall equal $2,200,000 divided by a price per share equal to the initial public offering price per share that the Company's common stock is sold to the public in the Company's initial public offering ("IPO Price").

In addition, the Company shall annually grant the Executive equity awards under the Company's 2024 Omnibus Incentive Plan beginning in fiscal 2024 and throughout each fiscal year of the Employment Period thereafter having an initial grant date value of not less than $2,070,000. The initial equity grant shall be in the form of time-based restricted stock units ("RSUs"), with the number of RSUs to be based on the IPO Price and the grant to be made in substantially the form attached hereto as Exhibit B. Any time-based equity awards granted to the Executive shall fully vest and be settled in cash on a Change in Control; provided, however that the acquirer of the Company shall be entitled to defer payment of any amounts that would otherwise be vested and paid on an accelerated basis under this paragraph until the first anniversary of the Change in Control subject to a requirement that the Executive is then employed by the Company or a Subsidiary or Affiliate with any deferred amounts set aside in a rabbi trust or other funding vehicle that is reasonably satisfactory to the Executive. If a buyer elects a deferred payment under this paragraph, any deferred amounts will be forfeited if the Executive terminates employment before the first anniversary of the Change in Control; provided, however, that the deferred payment shall be fully vested and paid within five business days of employment termination if the Executive's employment is terminated by (i) the Company without Cause, (ii) by the Executive with Good Reason, or (iii) due to the Executive's death or Disability. All grants of equity compensation awards shall be made in the good faith discretion of the Committee upon the performance of the Executive and the Company consistent with the terms of this Section 5.

6. Termination of Employment.

(a) At Will Employment. At all times the nature of the Executive's employment with the Company is and will continue to be "at will," as defined by applicable law, meaning that either the Executive or the Company shall have the unqualified right to terminate the employment relationship as described herein at any time for any reason or no reason, except that (i) the Executive shall give at least thirty (30) days' advance notice of any resignation by the Executive other than for Good Reason and (ii) the Company shall give the Executive at least thirty (30) days' advance notice of any termination of the Executive's employment by the Company without Cause (other than a termination due to Disability); provided that in any circumstance in which at least thirty (30) days' advance notice of resignation or other termination is required, the Company may accelerate the resignation or other termination by paying the Executive's Base Salary for the period by which the resignation or other termination is accelerated. Upon the termination of Executive's employment, Executive shall have no further rights to any compensation or any other benefits under this Agreement except as explicitly provided for in this Section 6. For the avoidance of doubt, if the Company wishes to terminate the Executive for Cause, the applicable provisions of Section 6(b) shall apply.

(b) Termination for Cause. The Executive's employment with the Company may be terminated at any time for "Cause," which is defined to mean the following:

(i) the commission by the Executive of gross negligence or gross misconduct in connection with the performance of any of the Executive's duties;

(ii) misconduct by the Executive, regardless of whether or not in the course of the Executive's employment, that has resulted or is very likely to result in material economic harm to, or substantial, long term damage to the reputation of, to the Bowhead Group, in the aggregate, if the Executive were to continue to be employed by the Company, provided that the procedures set forth in the last paragraph of this Section 6(b) are complied with in connection with such termination for Cause;

(iii) the Executive engaged in or attempted to engage in acts or omissions constituting fraud, misappropriation, embezzlement, intentional wrongdoing or dishonesty (but excluding expense reimbursement disputes as to which the Executive had a reasonable good faith belief that his conduct was within the policies of the Company);

(iv) willful failure by the Executive to implement reasonable directives of the Board; provided that if such failure is capable of remedy, the Executive shall have ten (10) days from receipt of written notification of such failure by the Company in which to remedy such failure;

(v) the Executive materially breached the Company's policies or procedures governing business ethics, unlawful discrimination, sexual harassment applicable to executives similarly situated to the Executive (as may be amended from time to time by the Company or any of its Subsidiaries, as applicable); provided that if such breach is capable of remedy, the Executive shall have thirty (30) days from receipt of written notification of such breach by the Company in which to remedy such breach;

(vi) the Executive's conviction of, or the Executive pleading no contest to (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud;

(vii) the Executive's material breach in the performance of his obligations under this Agreement, after written notice of such breach to the Executive, which breach, if susceptible to correction, is not corrected within ten (10) days following delivery of such written notice; or

(viii) the Executive's willful failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

In the case of any termination for Cause (other than a termination for Cause under Section 6(b)(ii) which shall also comply with the additional requirements of the immediately following paragraph below), the Company shall provide written notice to the Executive setting forth to a reasonable extent at least the principal acts or omissions of the Executive giving rise to Cause for termination. The Parties agree that the below par or below average financial performance of one

or more of the Subsidiaries of Bowhead Holdings, including the Company, in and of itself (i.e., absent any of the acts, circumstances or bases set forth in subsections (i) through (viii) of this Section 6(b)) shall not constitute Cause for employment termination under this Agreement.

A termination for Cause under Section 6(b)(ii) shall in no event become effective under the Agreement unless the provisions of this paragraph are complied with. The Executive must be given written notice by the Board of the intention to terminate his employment for Cause under Section 6(b)(ii), such notice (A) to state in detail the act or acts or failure or failures to act that constitute the grounds on which the proposed termination for Cause is based and (B) to be given within three months of the Board learning of such act or acts or failure or failures to act. The Executive shall have 10 days after the date that such written notice has been given to the Executive in which to cure such conduct, to the extent such cure is possible. If the Executive fails to cure such conduct, the Executive shall then be entitled to a hearing before the Board. Such hearing shall be held within 15 days of such notice to the Executive, provided the Executive requests such hearing within 10 days of the written notice from the Board of the intention to terminate him for Cause. If, within five days following such hearing, the Executive is furnished written notice by the Board confirming that, in its judgement, grounds for Cause on the basis of the original notice exist, the Executive shall thereupon be terminated for Cause.

(c) Termination for Good Reason. The Executive shall have the right at any time to terminate his employment with the Company for any reason. The termination of the Executive's employment shall be deemed to be for "Good Reason" if and only if the Executive has completed all steps of the "Good Reason Process" (hereinafter defined) and such termination shall be the result of, in each case, without Executive's written consent one of the following (each, a "Good Reason Condition"):

(i) a material reduction of the Executive's responsibilities from the responsibilities of the Executive under this Agreement;

(ii) (x) requiring the Executive to report to anyone other than the Board or (y) subsequent to a Change in Control, requiring the Executive to report to anyone other than the board of the Acquiring Person or, if the Acquiring Person is a Subsidiary of another Person (such Person, the "Parent"), requiring the Executive to report to anyone other than the chief executive officers of the Parent;

(iii) at any time during the Employment Period the Executive is not serving on the Board; provided, however, that this clause (iii) shall not apply in the event that the Executive is removed from the Board for Cause;

(iv) the relocation of the Company's principal executive offices such that there is an increase of more than thirty (30) miles of driving distance to such location from the Executive's principal residence as of such change (excepting reasonable travel on the Company's business, including travel to its Subsidiaries as required to perform his duties hereunder); or

(v) a material breach by the Company in the performance of any of its obligations under this Agreement.

The "Good Reason Process" consists of the following steps:

(i) the Executive reasonably determines in good faith that a good reason Condition has occurred;

(ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within sixty (60) days of the first occurrence of such condition;

(iii) the Executive cooperates in good faith with the Company's efforts, for a period of up to (30) days following such notice (the "Cure Period"), to remedy the Good Reason Condition;

(iv) notwithstanding such efforts, the Good Reason Condition continues to exist at the end of the Cure Period; and

(v) the Executive terminates employment within sixty (60) days after the end of the Cure Period.

If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(d) Consequences of Termination without Cause or for Good Reason. In the event of a termination of the Executive's employment during the Employment Period (x) by the Company, which termination is not a termination for Cause (as defined above) or (y) by the Executive for Good Reason (as defined above), and provided that such termination is not by reason of death, or Disability (as defined in Section 6(e) hereof), then:

(i) the Executive shall be entitled to the Accrued Obligations;

(ii) the Executive shall be entitled to continued payment of Base Salary for a period of thirty (30) months following the Date of Termination, in accordance with the normal payroll schedule of the Company;

(iii) the Executive shall be entitled to payment of the target Annual Bonus for the year in which the Date of Termination occurs, such payment to be made at the time other officers of the Company receive bonus payments in respect of such year, but in no event later than the date that is 2 ½ months following the last day of the calendar year in which the Date of Termination occurs;

(iv) the Executive shall be entitled to any unpaid Annual Bonus earned based on achievement of the performance goals and objectives with respect to the immediately

preceding calendar year, such payment to be made at the time other officers of the Company receive bonus payments in respect of such year, but in no event later than the March 15th of the calendar year in which the Date of Termination occurs;

(v) a lump sum payment upon employment termination in an amount that, after applicable income and employment taxes calculated at the applicable maximum rate, is equal to the monthly premium that the Company paid towards the Executive's health coverage as in effect immediately prior to his employment termination for a period of twelve (12) months following Executive's termination of employment (the "COBRA Subsidy"), whether or not he elects COBRA coverage; and

(vi) 100% vesting acceleration of all then outstanding time-based equity awards issued by a member of the Bowhead Group and waiver of any requirements of continued employment under the IPO Grant any other performance-based equity awards issued by a member of the Bowhead Group under the 2024 Omnibus Incentive Plan or otherwise after the Effective Date.

Notwithstanding the foregoing, in the event that such termination occurs following a Change in Control, the amounts described in clauses (ii) through (v) above shall be paid in a single lump sum.

(e) Termination upon Death or Disability. The Employment Period shall be terminated by the death of the Executive. The Employment Period may be terminated by the Board at any time if the Executive is unable or is expected to a reasonable degree of medical certainty to be unable to discharge his duties hereunder due to physical or mental illness for one or more periods totaling six (6) months during any consecutive twelve (12) month period ("Disability"). Any question as to the existence, extent, or potentiality of the Executive's Disability upon which Executive and the Company cannot agree shall be determined by a qualified, independent physician selected by the Company and approved by the Executive (which approval shall not be unreasonably withheld). The Executive shall cooperate with any reasonable request of the physician in connection with such certification. The determination of any such physician shall be final and conclusive for all purposes of this Agreement. If any such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive.

(f) Consequences of Termination upon Death or Disability. In the event of a termination of the Executive's employment during the Employment Period by reason of the Executive's death or Disability (as defined above), then:

(i) the Executive shall be entitled to the Accrued Obligations,

(ii) the Executive shall not be entitled to any payment of Annual Bonus provided for in Section 3(b) above in respect of the year in which the Date of Termination occurs, but shall be entitled to be paid any unpaid Annual Bonus that was earned based on achievement of the performance goals and objectives with respect to the

immediately preceding calendar year, such payment to be made at the time other officers of the Company receive bonus payments in respect of such year, but in no event later than the March 15th of the calendar year in which the Date of Termination occurs;

(iii) the COBRA Subsidy (but only with respect to Disability); and

(iv) 100% vesting acceleration of all then outstanding time-based equity awards issued by a member of the Bowhead Group and waiver of any requirements of continued employment under the IPO Grant any other performance-based equity awards issued by a member of the Bowhead Group under the 2024 Omnibus Incentive Plan or otherwise after the Effective Date.

(g) Other Terminations of Employment. In the event that the Executive's employment with the Company is terminated by the Company for "Cause" (as defined above) or by the Executive other than for "Good Reason" (as defined above), and provided that such termination is not as a result of death or Disability (as defined above) or Retirement (as defined in Section 6(i) below), then (i) the Executive shall be entitled to the Accrued Obligations, (ii) the Executive shall not be entitled to any payment of an Annual Bonus provided for in Section 3(b) above in respect of the year in which the Date of Termination occurs, and (iii) any equity awards that have not vested at the Date of Termination shall be immediately forfeited for no consideration.

(h) Severance Benefits. Notwithstanding any provision herein to the contrary, the payment of any amount or provision of any benefit pursuant to subsection (d), (f) or (i) of this Section 6 (other than Accrued Obligations) (collectively, the "Severance Benefits") shall be conditioned on the Executive's execution, delivery to the Company, and non-revocation of a release of claims (the "Release of Claims"), in a form substantially as attached hereto as Exhibit C, to the Company in favor of each of the members of the Bowhead Group, all related persons and entities and all directors, employees and other representatives of any of them (and the expiration of any revocation period contained in such release of claims) within sixty (60) days following the Date of Termination. If the Executive fails to execute the Release of Claims in such timely manner so as to permit any revocation period to expire prior to the end of such sixty (60) day period, or timely revokes Executive's acceptance of such release following its execution, the Executive shall not be entitled to any of the Severance Benefits. Further, (i) to the extent that any of the Severance Benefits constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code, any payment of any amount or provision or benefit otherwise scheduled to occur prior to the sixtieth (60th) day following the Executive's Date of Termination hereunder, but for the condition on executing the Release of Claims as set forth herein, shall not be made until the first regularly scheduled payroll date following such sixtieth (60th) day and (ii) to the extent that any of the Severance Benefits do not constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, any payment of any amount or provision of any benefit otherwise scheduled to occur following the Executive's Date of Termination hereunder, but for the condition on executing the Release of Claims as set forth herein, shall not be made until the first regularly scheduled payroll date following the date

the Release of Claims is timely executed and the applicable revocation period has ended, after which, in each case, any remaining Severance Benefits shall thereafter be provided to the Executive according to the applicable schedule set forth herein. For the avoidance of doubt, in the event of a termination due to the Executive's death or Disability, the Executive's obligations herein to execute, deliver and not revoke the Release of Claims may be satisfied on the Executive's behalf by the Executive's estate or a Person having legal power of attorney over the Executive's affairs. The Executive acknowledges and agrees that all Severance Benefits shall immediately cease should the Executive materially breach his obligations under Section 9 of this Agreement or the Release of Claims.

(i) Retirement. If the Executive provides a notice of non-renewal and continues employment until, and terminates employment upon, the then scheduled last day of the term of employment under Section 1 of this Agreement ("Retirement"), then: (a) vesting of all of the Executive's then outstanding equity awards issued by a member of the Bowhead Group under the 2024 Omnibus Incentive Plan or otherwise shall be accelerated in the manner described in Section 6(d)(vi) above without the need of any further action by the Executive and (b) the Executive shall be entitled to payment of Annual Bonus provided for in Section 3(b) above in respect of the year in which Retirement occurs, pro-rated for the number of days in which the Executive was employed by a member of the Bowhead Group, such payment to be made at the time other officers of the Company receive bonus payments in respect of such year, but in no event later than the March 15th of the calendar year immediately following the calendar year in which Retirement occurs.

(j) No Mitigation. Following termination of the Executive's employment with the Company, the Executive shall be under no obligation to seek re-employment and there shall be no offset against amounts due the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(k) Nature of Payments. Any amounts due under this Section 6 are in the nature of severance payments considered to be reasonable by the Company and are not in the nature of a penalty.

7. Certain Definitions.

"Accrued Obligations" means (i) all accrued but unpaid Base Salary through the Date of Termination, (ii) any unpaid or unreimbursed expenses incurred through the Date of Termination in accordance with Section 10 hereof, (iii) any benefits provided under the Company's employee benefit plans upon a termination of employment, in accordance with the terms contained therein, or (iv) any vested profits interests issued by Bowhead Holdings.

"Affiliate," when used with reference to any Person, shall mean another Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. The term "control" (including the terms "controlled

by" and "under common control with") means the ability, directly or indirectly, to direct or cause the direction of the management and policies of the Person in question.

"Change in Control" shall have the meaning set forth in the Company's 2024 Omnibus Incentive Plan as set forth and applicable on the Effective Date.

"Committee" shall mean the Compensation Committee of the Board.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder by the U.S. Treasury Department, as amended from time to time.

"Date of Termination" means the date the Executive's employment with the Company terminates.

"Person" shall mean any natural person, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or any other entity.

"Subsidiary" means, with respect to any Person, (i) a corporation of which shares of stock having ordinary voting power (other than stock having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation are at the time owned, directly or indirectly, through one or more intermediaries, by such Person, or (ii) in the case of unincorporated entities, any such entity with respect to which such Person has the power, directly or indirectly, to designate more than fifty percent (50%) of the individuals exercising functions similar to a board of directors.

"2024 Omnibus Plan" means the Bowhead Specialty Holdings Inc. 2024 Omnibus Incentive Plan, as amended from time to time.

8. Representations.

(a) The Executive represents and warrants to the Company that he is not subject to or bound by any agreement that would affect his ability to enter into this Agreement, to serve as Chief Executive Officer of the Company, to serve as a member of the Board, to serve as an officer or director of any Subsidiary and that this Agreement has been duly executed and delivered by the Executive.

(b) The Company represents and warrants to the Executive that this Agreement has been duly authorized, executed and delivered by it, and that the Board has approved it.

9. Noncompetition; Nondisclosure; Nonsolicitation; Nondisparagement; Litigation and Regulatory Cooperation.

(a) The Company and the Executive agree that (i) the services rendered by the Executive hereunder are unique and irreplaceable, and that the Executive's performance of such

services to a competing business will result in irreparable harm to the Company; (ii) the Executive will have access to Confidential Information (as defined below) which, if disclosed, would unfairly and inappropriately assist in competition against the Bowhead Group; (iii) in the course of the Executive's employment by a competitor, the Executive would inevitably use or disclose such Confidential Information, (iv) the Bowhead Group has substantial relationships with its customers and the Executive will have access to these customers, (v) the Executive has received and will receive specialized training from the Bowhead Group, and (vi) the Executive will generate goodwill for the Bowhead Group in the course of the Executive's employment or other service. Accordingly, the Executive hereby agrees that he will not, during the Employment Period, and for a period of twelve (12) months following the Date of Termination (for any reason):

(i) engage or participate, directly or indirectly, as an officer, director, employee, partner or consultant with primary responsibility for activities in the fields of specialty insurance and reinsurance in the areas of commercial property and casualty markets and professional lines in the United States of America in or for the benefit of any business that is not a member of the Bowhead Group (a "Competing Activity"), or in any business which is, or as a result of the Executive's engagement or participation would become, a Competing Activity;

(ii) solicit, aid, or induce any customer, client, or investor of the Bowhead Group to (x) purchase products or services that are competitive with, or are similar to, the types of products or services offered by the Bowhead Group, or (y) terminate, reduce, or lessen a business relationship with the Bowhead Group;

(iii) transact business with any customer, client, investor, or other person with a business relationship with a member of the Bowhead Group if it can reasonably be expected that such transaction of business will result in the termination of, or have an adverse effect on, such person's business relationship with a member of the Bowhead Group;

(iv) solicit or recruit, directly or indirectly, any officer or employee of any member of the Bowhead Group to leave employment or engagement with such member of the Bowhead Group or otherwise participate in or facilitate the hire, directly or through another entity, of any such officer or employee; or

(v) solicit or recruit, directly or indirectly, any natural person who was an officer or employee of any member of the Bowhead Group within the preceding six (6) months to accept employment with or render services to or with any business entity unaffiliated with the Bowhead Group or otherwise participate in or facilitate the hire, directly or through another entity, of any such former officer or employee.

In furtherance of the foregoing, following termination of the Executive's employment hereunder, providing information about any officer or employee of any member of the Bowhead

Group or about any natural person who was such an officer or employee within the preceding six (6) months to another Person with reason to believe that such officer or employee may be solicited or recruited shall be considered to be prohibited solicitation or recruitment for purposes of clauses (iv) and (v). Notwithstanding the foregoing, nothing herein shall prohibit the Executive from being a passive owner of not more than one percent (1%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company or any of its Affiliates, so long as the Executive has no active participation in any Competing Activity. Further notwithstanding the foregoing, the Executive shall not be considered to be engaged in a Competing Activity solely as a result of his employment with a Person that has multiple operations if his services for such Person are limited exclusively to activities on behalf of one or more recognized divisions, subsidiaries or joint ventures of such Person that are not engaged in a Competing Activity.

(b) The Executive further agrees that, during the Employment Period and at all times thereafter:

(i) he shall keep secret and retain in strictest confidence, and will not use for his benefit or the benefit of others, any and all confidential information relating to the Bowhead Group disclosed to him in the course of his employment hereunder, including, without limitation, trade secrets, customer lists and other secret or confidential aspects of any of their businesses ("Confidential Information"), and the Executive further agrees that he shall not disclose such Confidential Information to anyone outside the Bowhead Group nor shall he remove from the premises of any member of the Bowhead Group any document or other object containing or reflecting Confidential Information, in each case, except (i) in the performance by him of the services provided for hereunder, (ii) as required by applicable law in connection with any judicial or administrative proceeding or inquiry (provided prior written notice thereof is promptly given by the Executive to the Company and to Bowhead Holdings prior to making any such disclosure, so that the Company may seek an appropriate protective order) or (iii) with the prior written consent of the Company, unless such information is known generally to the public or the trade through sources other than the Executive's unauthorized disclosure; and

(ii) he shall not engage in or participate in, directly or indirectly, any business conducted under a name that shall be the same as or similar to the name of, or any trade name used by, a member of the Bowhead Group.

Notwithstanding the foregoing, the restrictions regarding Confidential Information shall not apply to information that (1) the Executive already knew before commencing employment with Bowhead Holdings or any of its Subsidiaries or Affiliates, including but not limited to the Executive's skills and knowledge of the industry, (2) is or becomes publicly known without breach of this Agreement, or (3) is received from a third-party authorized to disclose it without restriction. The Executive shall not have any obligation hereunder to keep Confidential Information if and to the extent disclosure of any thereof is specifically required by law; provided, however, that in the event disclosure is required by applicable law, the Executive shall

provide the Company with prompt notice of such requirement, prior to making any disclosure, so that the Company may seek an appropriate protective order. In addition, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (1) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(c) The Executive further and agrees that all documents and objects containing Confidential Information, whether developed by him or by someone else, will be the sole exclusive property of the Bowhead Group and that upon termination of the Executive's employment hereunder (including by reason of death or Disability), the Executive (or in the event of death or Disability, his estate or personal representative as the case may be) shall forthwith deliver to the Bowhead Group all Confidential Information, including, without limitation, all lists of customers, correspondence, accounts, records, and any other documents or property made or held by him or under his control in relation to the business or affairs of the Bowhead Group, and no copy of any such Confidential Information shall be retained by him.

(d) During and after the Executive's employment, the Executive shall refrain from making any statement that disparages any member of the Bowhead Group, any officer, director or employee of any member of the Bowhead Group or any business activities of any member of the Bowhead Group; *provided* that the foregoing shall not apply to (i) statements made to any federal, state or local governmental agency or commission, (ii) testimony in any legal proceeding, (iii) statements made to the Executive's attorney or (iv) statements made in the course of the Executive's employment in the good faith belief that the Executive's statements were made pursuant to the responsibilities for the Company. A "statement that disparages" means a statement that may reasonably be considered to be damaging to the reputation of the subject of the statement. Notwithstanding the foregoing, if any officer, director or employee of any member of the Bowhead Group makes any statement that disparages the Executive, the Executive's obligation not to disparage such officer, director or employee shall terminate (unless the statement that disparages the Executive was made (i) to any federal, state or local governmental agency or commission, (ii) in testimony in any legal proceeding, (iii) to a Bowhead Group attorney or such officer, director or employee's attorney, or (iv) during the Executive's employment in the good faith belief that such statement was made pursuant to responsibilities for the Bowhead Group).

(e) During and after the Executive's employment, the Executive shall cooperate fully with the Bowhead Group in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of any member of the Bowhead Group which relate to events or occurrences that transpired while the Executive was employed by the Bowhead Group, and (ii) the investigation, whether internal or external, of any matters about which the Bowhead Group believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or

investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Bowhead Group at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Bowhead Group in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Bowhead Group. The Bowhead Group shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 9(d) and, other than with respect to the any performance of obligations under this Section 9(d) during the twelve (12)-month period following the Executive's Date of Termination for which the Executive has received severance pay, in the event that performance of such obligations, requires more than a de minimis amount of the Executive's time, the Bowhead Group will compensate the Executive at an hourly rate not less than the Executive's annual Base Salary and target Annual Bonus in effect as of the Executive's Date of Termination divided by 2,080; provided that no payment obligation shall apply to time that the Executive could be compelled to expend to respond to a subpoena for his testimony (*i.e.*, time spent testifying and related waiting and travel time). The Executive's performance of any obligations hereunder may not unreasonably interfere with the Executive's personal or business obligations.

(f) Notwithstanding the foregoing, nothing contained in this Agreement limits the Executive's ability to communicate with any federal, state or local governmental agency or commission, including to provide documents or other information, without notice to the Company.

(g) In the event of any violation of the provisions of this Section 9, the Executive acknowledges and agrees that the post-termination restrictions contained in this Section 9 shall be extended by a period of time equal to the period of such violation, it being the intention of the Parties that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

(h) If any court of competent jurisdiction shall at any time deem the duration or the geographic scope of any of the provisions of this Section 9 unenforceable, the other provisions of this Section 9 shall nevertheless stand, and the duration and/or geographic scope set forth herein shall be deemed to be the longest period and/or greatest size permissible by the law under the circumstances, and the Parties agree that such court shall reduce the time period and/or geographic scope to permissible duration or size.

(i) In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 9. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and the other members of Bowhead Group and their Confidential Information and that each and every one of the restraints is reasonable in respect of subject matter, length of time and geographic area, and that these

restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Bowhead Group and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force.

(j) It is also agreed that the Company and/or other members of the Bowhead Group will have the right to enforce all of the Executive's obligations to such entity under this Section 9. The Executive acknowledges and agrees that the Company's (and/or another applicable member of the Bowhead Group's) remedies at law for a breach or threatened breach of any of the provisions of this Section 9 would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company and/or another applicable member of the Bowhead Group, without posting any bond or other security, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available, without the necessity of showing actual monetary damages.

10. Business Expenses.

The Company shall promptly pay or reimburse the Executive for all appropriately documented, reasonable out-of-pocket business expenses incurred by the Executive in the performance of his duties under this Agreement, including but not limited to his travel to Subsidiaries, in accordance with the Company's policies in effect from time to time, subject to the Company's requirements to reporting such expenses.

11. Office.

During the Employment Period, the Company shall provide the Executive with a suitable workplace appropriate for his responsibilities, secretarial and other business services at the Company's principal executive offices.

12. Indemnification.

The Company will (x) indemnify the Executive with respect to claims arising out of any action taken or not taken in Executive's capacity as an employee or director of any member of the Bowhead Group; provided, that the Executive acted in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful, (y) advance to the Executive all reasonable and documented out of pocket costs and expenses incurred by the Executive in connection with the foregoing clause (x), including but not limited to attorneys' fees, and (z) provide for the Executive to be covered by D&O insurance, with respect to clauses (x) and (z), on the same terms as are made available to senior executives of the Bowhead Group and members of the Board, as applicable; provided that, this Agreement constitutes an undertaking that amounts advanced under clause (y) shall be promptly

repaid to the Company by the Executive if it shall ultimately be determined that the Executive is not entitled to be indemnified by the Company pursuant to this Section 12. Nothing herein shall limit any right that the Executive may have in respect of indemnification, advancement or liability insurance coverage under any other Bowhead Group policy, plan, contract or arrangement or under applicable law with respect to his services as an officer for any member of the Bowhead Group, and the Company shall not change any right to such indemnification or advancement with respect to the Executive after his termination of employment hereunder in a manner adverse to Executive except as required under applicable law.

13. Waiver of Breach.

Any waiver of any breach of this Agreement shall not be construed to be a continuing waiver or consent to any subsequent breach on the part either of the Executive or of the Company.

14. Assignment.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and any person or other entity that succeeds to all or substantially all of the business, assets or property of the Company. Except as specifically provided otherwise herein or as otherwise required by applicable law, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, transfer or otherwise) to all or substantially all of the business, assets or property of the Company, to assume and agree to perform the obligations of the Company under this Agreement in the same manner and to the same extent that the Company is required to perform hereunder. As used in this Agreement, the "Company" shall mean the Company as hereinabove defined and any successor to its business, assets or property as aforesaid which becomes bound by all the terms and provisions of this Agreement. Except as provided by the foregoing provisions of this Section 14, this Agreement shall not be assignable by the Company without the prior written consent of the Executive.

(b) This Agreement is personal in nature and the obligations of the Executive hereunder are not assignable to any person. Except as specifically provided in this Section 14, none of the Executive's rights pursuant to this Agreement may be assigned to any Person without the prior written consent of the Board. If the Executive should die while any cash amounts are due and payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid to the Executive's designated beneficiary or, if there is no such designated beneficiary, to the legal representatives of the Executive's estate.

15. Severability.

To the extent any provision of this Agreement or portion thereof shall be invalid or unenforceable, it shall be considered deleted therefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. In furtherance and not in limitation of the foregoing, should the duration or geographical extent of, or business activities covered by, any provision of this Agreement be in excess of that which is valid and

enforceable under applicable law, then such provision shall be construed to cover only that duration, extent or activities which may be validly covered.

16. Section 409A.

(a) To the extent required by Section 409A of the Code, all references to "termination of employment" and correlative phrases for purposes of this Agreement shall be construed to require a "separation from service" (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein).

(b) To the extent that (i) any payments or benefits to which the Executive becomes entitled under this Agreement, or under any other plan, program or agreement maintained by a member of the Bowhead Group, in connection with the Executive's termination of employment with the Company constitute "nonqualified deferred compensation" subject to Section 409A of the Code and (b) the Executive is deemed at the time of such termination of employment to be a "specified employee" under Section 409A of the Code, then such payments or benefits shall not be made or commence until the earliest of (A) the expiration of the six (6) month and one day period measured from the date of the Executive's separation from service (as defined in Section 14(a) above) from the Company; or (B) the date of the Executive's death following such separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to the Executive, including (without limitation) the additional twenty-percent (20%) tax for which the Executive would otherwise be liable under Section 409A(a)(1)(b) of the Code in absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to the Executive or the Executive's beneficiary in one lump sum. For purposes of this Section 14, the term "specified employee" means an individual determined by a member of the Bowhead Group to be a specified employee under Treasury regulation Section 1.409A-1(i) in accordance with the policies of Bowhead Group.

(c) It is intended that each installment of any benefits or payments provided hereunder constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). It is further intended that payments hereunder satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Code (and any state law of similar effect) provided under Treasury Regulations Section 1.409A-1(b)(4) (as a "short-term deferral") and Section 1.409A-1(b)(9) (as "separation pay due to involuntary separation"). The Parties intend that all the benefits and payments provided under this Agreement shall be exempt from, or comply with, the requirements of Section 409A of the Code and the provisions of the Agreement shall be read in accordance with that intent. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or comply with the conditions of, such Section.

(d) Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under this Agreement is determined to constitute "nonqualified deferred compensation" subject to Section 409A of the Code, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which Executive incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

17. Parachute Payments.

(a) In the event the Executive become entitled to any amount or benefit payable or provided under this Agreement or any other agreement, policy, plan, program or arrangement with a member of the Bowhead Group, or the lapse or termination of any restriction under any agreement, policy, plan, program or arrangement with a member of the Bowhead Group, in connection with a Change in Control that occurs within three years of the Company's initial public offering (collectively, the "Payments"), and any of such Payments become subject to the tax imposed by Section 4999 of the Code (the "Excise Tax") by reason of being "parachute payments" within the meaning of Section 280G of the Code, or any similar federal, state or local tax, the Company shall pay to Executive an additional amount (a "Gross-Up Payment") such that, after Executive's payment of the federal, state and local income taxes (taking into account the loss of itemized deductions), employment tax (together with any interest or penalties with respect thereto) and Excise Tax on the Gross-Up Payment, the Executive retains a net amount equal to the Excise Tax imposed upon the Payments. A Gross-Up Payment shall be paid to the Executive or withheld and made on behalf of the Executive to the applicable taxing authorities as soon as reasonably practicable, but in no event later than twenty (20) business days, after the later of the date that it is determined that a Payment is subject to the Excise Tax and the date that the Excise Tax is required to be withheld and paid to the applicable taxing authorities. Notwithstanding anything herein to the contrary in this Section 17(a), in no event shall the amount of the Gross-Up Payment(s) payable to Executive exceed an aggregate of $3,000,000 (such amount, the "Gross-Up Cap").

(b) Any determination required under this Section shall be made in writing by an independent third party selected by Company after consultation with the Executive prior to the Change in Control (the "Firm"), whose determination shall be conclusive and binding upon the Parties for all purposes. For purposes of making the calculations required by this Section, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code, including what constitutes "reasonable compensation" for purposes of Section 280G of the Code after taking into account the restrictive covenants that apply to the Executive under this Agreement.

(c) The Parties reasonably cooperate with the Firm to reduce the amount of any Excise Tax, including but not limited to providing information and documents as the Firm may reasonably request in order to make a determination hereunder. The Company shall bear all costs the Firm may reasonably incur in connection with any calculations contemplated hereunder. The Firm shall be required to provide its determination not later than thirty (30) days after the date of the Change in Control.

(d) If the Firm determines that no Excise Tax is payable by the Executive, the Executive will be provided detailed information to support that he has a reasonable basis not to report any Excise Tax on his federal, state or local income or other tax return, which information shall address what portion, if any, of the Payment constitutes "reasonable compensation" for purposes of Section 280G of the Code. If the Firm determines that an Excise Tax will (or would, but for reduction in the Payments) be assessed with respect to the Payments, the Executive will be provided with detailed information for such position, including the basis for determining what portion, if any, of the Payments constitutes "reasonable compensation" for purposes of Section 280G of the Code.

(e) If the Excise Tax is subsequently determined, either by the Firm or a taxing authority, to be less than the amount determined hereunder, the Executive shall repay to the Company, within ten business days after the amount of such reduction in Excise Tax is finally determined, the portion of the Gross-Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and federal and state and local income tax imposed on the Gross-Up Payment being repaid by the Executive to the extent that such repayment results in a reduction in Excise Tax and/or federal and state and local income tax deduction).

(f) The Executive is required to notify the Company promptly, but in no event later than ten (10) business days after receipt, of any written claim by any taxing authority that, if successful, would require the Executive to pay additional Excise Tax and/or any other taxes with respect to the Payments or the Gross-Up Payment that exceed the Gross-Up Payment previously made to Executive. The Executive shall not pay such claim prior to the expiration of the thirty (30)-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall (i) give the Company any information reasonably requested by relating to such claim; (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, coordinate with accepting legal representation with respect to such claim by an attorney expert in such area reasonably selected by the Company, it being understood that Executive may also retain separate counsel at the sole cost of the Executive; (iii) cooperate with the Company in good faith in order effectively to contest such claim, and (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay during the period of representation directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest

and shall indemnify and hold Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions, the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim, provided that if the sum of the taxes, interest and penalties that are being sought by the applicable taxing authorities in such contest would, if sustained, result in one or more Gross-Up Payments under paragraph (a) that, in the aggregate, exceed the Gross-Up Cap, Executive will control all proceedings taken in connection with such contest and determine whether to pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim, subject, in each case, to the Company's reasonable input. In all events, the Company's control of any contest shall be limited to issues the resolution of which would impact whether a Gross-Up Payment would be payable hereunder. Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority, and Executive shall control any extension of the statute of limitations with respect to matters other than those directly related to the Excise Tax.

(g) If the Excise Tax is subsequently determined by the taxing authority to exceed the amount of the Gross-Up Payment, the Company shall make an additional Gross-Up Payment in respect of such excess within five business days after the date that the amount of such excess is finally determined; provided that in no event will the Company make Gross-Up Payments to the Executive that exceed, in the aggregate, the Gross-Up Cap. In the event that the subsequent determinations as to the Excise Tax affect earlier Gross-Up Payment calculations under this Section, such amounts will be recalculated and the provisions of this Section applied based on the revised calculations.

(h) Notwithstanding the preceding paragraphs of this Section, references to the Company shall include its successors, and Gross-Up Payments shall in no event be made later than the end of the year following the year in which the Executive remits the related taxes to the applicable taxing authorities. In all events the additional Gross-Up Payments shall be made not later than the end of the year following the year in which the taxes that are the subject of an audit or litigation are remitted to the applicable taxing authority, or where as a result of such audit or litigation no taxes are remitted, the end of the year following the year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation, consistent with the requirements of Section 409A of the Code

18. Taxes.

The Company may withhold from any payments made provided for under this Agreement all applicable taxes, including but not limited to income, employment, and social insurance taxes, as shall be required by law.

19. Third-Party Beneficiaries.

This Agreement is for the benefit of the Parties and their respective successors and permitted assigns and is not intended to confer upon any other Person any rights or remedies hereunder.

20. Survival.

This Agreement shall terminate upon the termination of the Employment Period, except the provisions of Sections 5 through 27 shall survive to the extent necessary to give effect to the provision thereof.

21. Notices.

All notices, requests and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, if delivered in person or by courier, or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Company:

Bowhead Specialty Holdings Inc.

1411 Broadway, Suite 3800

New York, NY 10018

Attention: General Counsel

If to the Executive:

Stephen J. Sills

To the address last on file at the Company's principal executive offices.

Any party may, by written notice to the other party hereto, change the address to which notices to such party are to be delivered or mailed.

22. Amendment.

This Agreement may be amended or modified only by a written instrument executed by the Company and the Executive.

23. Entire Agreement.

BUSI and the Executive are parties to an Employment Agreement dated as of October 30, 2020 (the "Prior Agreement"). The Parties hereto acknowledge and agree that the terms of this Agreement, together with any exhibits hereto, which form a part hereof, constitute the entire agreement of the Parties with respect to the subject matter and supersede all prior agreements

and amendments with respect thereto, including, without limitation, the Prior Agreement, for periods on and after the Effective Date. The Executive agrees to sign any documents reasonably requested by the Company to terminate the Prior Agreement as of the Effective Date. In addition, for purposes of the grant of any equity awards to the Executive under the 2024 Omnibus Incentive Plan or otherwise, the terms "Good Reason," "Cause," "Retirement" and "Disability" as used therein shall have their respective meanings as set forth in this Agreement (in lieu of the standard definitions for such terms otherwise set forth in any other plan or agreement).

24. Waiver of Jury Trial.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THE TRANSACTIONS AND RELATIONSHIP GOVERNED BY THIS AGREEMENT AND SPECIFICALLY WITH RESPECT TO THE TERMS OF THIS SECTION 24.

25. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to the choice of law principles thereof. To the extent that any court action is permitted consistent with or to enforce Section 20 of this Agreement, any suit brought hereon shall be brought in the state or Federal courts sitting in New York City, NY, the Parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personal jurisdiction over it consents to service of process in any manner authorized by New York law waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

26. Section Headings.

The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof or affect the meaning or interpretation of this Agreement or any term or provision thereof.

27. Counterparts.

This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

* * *

[*Signatures to appear on the following page(s)*]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of May 22, 2024.

COMPANY

By: /s/ Matthew Crusey
Name: Matthew Crusey
Title: Authorized Officer

EXECUTIVE

/s/ Stephen Sills
Stephen Sills

EXHIBIT A

BOWHEAD SPECIALTY HOLDINGS INC.

PSU AWARD GRANT NOTICE

(2024 OMNIBUS INCENTIVE PLAN)

Bowhead Specialty Holdings Inc. (the "***Company***") has awarded to you (the "***Participant***") the number of performance stock units ("***PSUs***") specified herein and on the terms set forth below in consideration of your services (the "***PSU Award***"). Your PSU Award is subject to all of the terms and conditions as set forth herein and in the Bowhead Specialty Holdings Inc. 2024 Omnibus Incentive Plan (the "***Plan***") and the Award Agreement (the "***Agreement***"), which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan, the Agreement or the Employment Agreement between the Participant and the Company dated May 22, 2024 (the "***Employment Agreement***"). For avoidance of doubt, the terms "Good Reason," "Cause," "Retirement" and "Disability" shall have the meanings set forth in the Employment Agreement.

Participant:	Stephen Sills
Date of Grant:	May 22, 2024
Target Number of Performance Stock Units ("***PSU***s")	129,411
Performance Period	IPO Date through third anniversary of the Date of Grant
Performance Goal(s):	The Performance Stock Units ("***PSUs***") shall vest based on the Company's stock price performance after the IPO The number of PSUs earned (the "***Earned PSUs***") shall be determined by multiplying the Target Number of PSUs by the Earned Percentage, calculated as set forth in Exhibit A to the Agreement, which may range from zero percent (0%) to one hundred and twenty-five percent (125%) of the Target Number of PSUs.

Notwithstanding the foregoing, vesting shall terminate immediately upon the Participant's termination of employment with the Company prior to the third anniversary of the Date of Grant and all then unvested or unsettled PSUs shall terminate immediately, automatically and without consideration on the date of such termination, subject to the Qualifying Terminations and Retirement provisions below; provided, however, notwithstanding the foregoing, the Committee in its sole discretion may determine that any then unvested or unsettled PSUs which remain outstanding and eligible to vest or settle based on achievement of the CAGR Stock Price during any period in which the Participant's continuous service with the Company continues notwithstanding the Participant's termination of employment. Any PSUs that are not earned and vested as of the end of the Performance Period shall terminate immediately, automatically and without consideration, at that time.

Qualifying Terminations: In the event that the Participant's employment is terminated (i) by the Company without Cause, (ii) by the Participant with Good Reason, (iii) on account of Retirement under the Employment Agreement, or (iv) due to the Participant's death or Disability, during the Performance Period then, in each case, subject to the tax withholding requirements under the PSU Award Agreement:

- The PSUs shall remain outstanding and eligible to become Earned PSUs and continued employment requirement is waived. Any such PSUs shall become earned and vested solely to the extent that the performance goals for CAGR Stock Price are achieved by the Company, as determined by the Committee. Any PSUs that become Earned PSUs after termination of employment shall be settled as set forth below. For the avoidance of doubt, the PSUs that do not remain outstanding and eligible to vest in accordance with the foregoing shall terminate immediately, automatically and without consideration on the date of the Participant's termination of employment.

Change in Control: Upon a Change in Control, the consideration paid per share of the Company's Common Stock shall be used to measure the Stock Price CAGR and determine the extent to which any then outstanding PSUs shall become Earned PSUs. Each Earned PSU shall be settled for a cash payment equal to the consideration paid per share of the Company's Common Stock on or as soon as practicable after the Change in Control; provided, however that the acquirer of the Company shall be entitled to defer payment of any amounts that would otherwise be vested and paid on an accelerated basis under this paragraph until the first anniversary of the Change in Control subject to a requirement that the Participant is then employed by the Company or a Subsidiary or Affiliate with any deferred amounts set aside in a rabbi trust or other funding vehicle that is reasonably satisfactory to the Participant. If a buyer elects a deferred payment under this paragraph, any deferred amounts will be forfeited if a Participant terminates employment before the first anniversary of the Change in Control; provided, however, that the deferred payment shall be fully vested and paid within five business days of employment termination if the Participant's employment is terminated by (i) the Company without Cause, (ii) by the Participant with Good Reason, or (iii) due to the Participant's death or Disability.

BOWHEAD SPECIALTY HOLDINGS INC.

By: /s/ Matthew Crusey

Title: General Counsel

Date: May 22, 2024

PARTICIPANT:

/s/ Stephen Sills

Date: May 22, 2024

BOWHEAD SPECIALTY HOLDINGS INC.
AWARD AGREEMENT
(2024 OMNIBUS INCENTIVE PLAN)

As reflected by your PSU Award Grant Notice ("***Grant Notice***"), Bowhead Specialty Holdings Inc. (the "***Company***") has granted you a PSU Award under the Bowhead Specialty Holdings Inc. 2024 Omnibus Incentive Plan (the "***Plan***"), for the number of performance stock units as indicated in your Grant Notice (the "***PSU Award***"). The terms of your PSU Award as specified in this Award Agreement for your PSU Award (this "***Agreement***") and the Grant Notice constitute your "***PSU Award Agreement***". Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your PSU Award are as follows:

1. **GOVERNING PLAN DOCUMENT.** Your PSU Award is subject to all the provisions of the Plan. Your PSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the PSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. **GRANT OF THE PSU AWARD.** This PSU Award represents your right to be issued on a future date the number of shares of the Company's Common Stock that is equal to the Target Number of Performance Stock Units indicated in the Grant Notice as modified to reflect any capitalization adjustment (the "***Performance Stock Units" or "PSUs***") multiplied by the Earned Percentage, as calculated in accordance with Exhibit A of this Agreement (the "***Earned PSUs***"). Any additional Performance Stock Units that become subject to the PSU Award pursuant to capitalization adjustments as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Performance Stock Units covered by your PSU Award.

3. **DIVIDEND EQUIVALENTS.** If cash dividends or other cash distributions are paid in respect of the shares of the Company's Common Stock underlying unvested Performance Stock Units, then a dividend equivalent equal to the amount paid in respect of one share of Common Stock shall accumulate and be paid with respect to each unvested Performance Stock Units at time of settlement; provided that any dividend equivalent rights granted shall be subject to the same vesting terms as the related Performance Stock Units.

4. **WITHHOLDING OBLIGATIONS.** As further provided in the Plan, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any minimum amounts required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with your PSU Award (the "***Withholding Obligation***") in accordance with the withholding procedures established by the Company. You shall have the right to direct the Company to withhold shares of Common Stock that would otherwise have been payable under the Award Agreement to meet the Withholding Obligation. Unless the Withholding Obligation is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the PSU Award.

5. **RELEASE AGREEMENT**. Any obligation of the Company to deliver to you shares of Common Stock in respect of Performance Stock Units that have vested due to the Qualifying Terminations provision (but not the Retirement provision) of the Grant Notice is conditioned upon you delivering to the Company and not revoking a general release of all claims in the form attached to your employment agreement with the Company (the "***Release Agreement***"), within 60 days following your termination of employment (the "***Release Period***"). If the Release Agreement does not become fully effective and irrevocable prior to the expiration of the Release Period, all Performance Stock Units will be forfeited immediately, automatically and without consideration as of the date of your termination of employment (or, as applicable, Continuous Service).

6. **DATE OF ISSUANCE.** The issuance of shares in respect of the Performance Stock Units is intended to comply with Treasury Regulations Section 1.409A-1(b)(4) or comply with Section 409A and will be construed and administered in such manner. Subject to the satisfaction of the Withholding Obligation, if any, in the event that the Performance Goal(s) provided in the Grant Notice have been achieved and one or more Performance Stock Units vests, the Company shall issue to you one (1) share of Common Stock for each Performance Stock Unit that vests on the first business day of the calendar quarter that immediately follows the third anniversary of the Date of Grant (subject to any adjustment under Section 3 above, and subject to any different provisions in the Grant Notice with respect to a Change in Control or in Section 5 above), subject to your continued employment through the third anniversary of the Date of Grant (subject to the Qualifying Termination, Retirement and Change in Control provisions of the Grant Notice).

7. **TRANSFERABILITY.** Except as otherwise provided in the Plan, your PSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

8. **CORPORATE TRANSACTION.** Your PSU Award is subject to the terms of any agreement governing a corporate transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized

to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

9. **NO LIABILITIES FOR TAXES**. As a condition to accepting the PSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the PSU Award or

other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the PSU Award and have either done so or knowingly and voluntarily declined to do so.

10. **SEVERABILITY**. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

EXHIBIT A TO THE PSU AWARD AGREEMENT

Performance Goal for Earned Shares

The Earned PSUs (if any) shall be determined by multiplying the Target Number of PSUs by the Earned Percentage as determined below under the table set forth below. Any PSUs that do not become Earned PSUs between the second and third anniversary of the IPO or, if earlier, a Change in Control, will be forfeited.

Stock Price CAGR	Earned Percentage
Below 15%	0%
15%	75% (Threshold)
20%	100% (Target)
25% or above	125% (Maximum)

Interpolation: To the extent performance falls between two levels in the table above, linear interpolation shall apply in determining the Earned Percentage.

1. "***Stock Price CAGR***" means the compound annual growth rate of the Company's common stock price as measured by comparing the VWAP Stock Price to the IPO Price. Notwithstanding the foregoing, in the event of a Change in Control, the consideration paid per share of the Company's Common Stock shall be used to measure the Stock Price CAGR instead of the VWAP Stock Price.

2. "***VWAP Stock Price***" the volume-weighted average stock price of a share of the Company's Common Stock during a twenty business day period within the second and third anniversaries of the Date of Grant.

3. "***IPO Price***" shall have the meaning set forth in the Employment Agreement.

EXHIBIT B

BOWHEAD SPECIALTY HOLDINGS INC.

2024 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (this "Award Agreement"), dated as of May 22, 2024 (the "Date of Grant"), is made by and between Bowhead Specialty Holdings Inc., a Delaware corporation (the "Company"), and Stephen J. Sills (the "Participant"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Bowhead Specialty Holdings Inc. 2024 Omnibus Incentive Plan (as may be amended from time to time, the "Plan").

Section 1. *Grant of Restricted Stock Units*. The Company hereby grants to the Participant an award of one-hundred-twenty-one-thousand-seven-hundred-sixty-four (121,764) restricted stock units (the "RSUs"), under and subject to the terms and conditions of this Award Agreement and the Plan which is incorporated herein by reference and made a part hereof for all purposes. Each RSU shall represent the right to receive one (1) share of Common Stock.

Section 2. *Vesting of RSUs*.

(a) The RSUs shall vest over four years in annual installments with 20% of the RSUs vesting on each of the first second and third anniversary of the Date of Grant and 40% vesting on the fourth anniversary of the Date of Grant (each, a "Vesting Date"); provided, that the Participant remains in continuous employment or service with the Company and its Affiliates through the applicable Vesting Date.

(b) Except as set forth in Section 2(c) or Section 2(d) below, if the Participant's employment or service with the Company and its Affiliates is terminated for any reason prior to the Vesting Date, then (i) all rights of the Participant with respect to RSUs that have not vested as of the date of termination shall immediately terminate, (ii) any such unvested RSUs shall be forfeited without payment of any consideration, and (iii) neither the Participant nor any of the Participant's successors, heirs, assigns, or personal representatives shall thereafter have any further rights or interests in such unvested RSUs.

(c) In the event that the Participant's employment or service is terminated (i) by the Company without Cause, (ii) by the Participant with Good Reason, (iii) on account of Retirement, or (iv) due to the Participant's death or Disability prior to the Vesting Date, then in each case, such RSUs shall immediately accelerate and vest and any such restrictions shall lapse in accordance with the terms of the Employment Agreement entered into between the Participant and the Company on May 22, 2024 (the "Sills Agreement"), including the requirement for the execution and non-revocation of the Release of Claims provided under Section 6(h) of the Sills Agreement and attached thereto as Exhibit C upon the occurrence of a termination of employment or service under clauses (i)-(iii) of this Section 2(d). For purposes of this Award Agreement, the terms "Good Reason," "Cause," "Retirement" and "Disability" shall have the meanings set forth in the Sills Agreement.

(d) Notwithstanding Section 13 of the Plan, then outstanding and unvested

RSUs shall fully vest and settle in cash upon the occurrence of a Change in Control; provided, however, that the acquirer of the Company shall be entitled to defer payment of any amounts that would otherwise be vested and paid on an accelerated basis under this Section 2(d) until the first anniversary of the Change in Control subject to a requirement that the Participant is then employed by the Company or a Subsidiary or Affiliate with any deferred amounts set aside in a rabbi trust or other funding vehicle that is reasonably satisfactory to the Participant. If such acquirer elects a deferred payment under this Section 2(d), any deferred amounts will be forfeited if the Participant terminates employment before the first anniversary of the Change in Control; provided, however, that the deferred payment shall be fully vested and paid within five business days of employment termination if the Participant's employment is terminated by (i) the Company without Cause, (ii) by the Participant with Good Reason, or (iii) due to the Participant's death or Disability.

Section 3. *Settlement*. The shares of Common Stock underlying any RSUs that become vested in accordance with Section 2 (except as applicable under Setion 2(d) of this Award Agreement) shall be delivered to the Participant as soon as practicable after the applicable date upon which such RSUs vest, but in no event later than March 15 of the year following the year in which such RSUs vest (as applicable, the "Settlement Date").

Section 4. *Voting and Other Rights*. The Participant shall have no rights of a stockholder with respect to the RSUs (including the right to vote and the right to receive distributions or dividends) unless and until shares of Common Stock are issued in respect thereof following the applicable date upon which the RSUs vest.

Section 5. *Award Agreement Subject to Plan*. This Award Agreement is made pursuant to all of the provisions of the Plan, which is incorporated herein by this reference, and is intended, and shall be interpreted in a manner, to comply therewith. In the event of any conflict between the provisions of this Award Agreement and the provisions of the Plan, the provisions of the Plan shall govern. The Participant hereby acknowledges receipt of a copy of the Plan. The Participant hereby acknowledges that all decisions, determinations and interpretations of the Administrator in respect of the Plan, this Award Agreement and the RSUs shall be final and conclusive.

Section 6. *Restrictive Covenants*. Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates and accordingly agrees as a condition to receipt of this Award, to the provisions of Section 9 in the Sills Agreement (the "Restrictive Covenants"). If Participant breaches any such Restrictive Covenants owed to the Company or any of its Subsidiaries pursuant to Section 9 of the Sills Agreement or any other agreement, as determined by the Committee in its sole discretion: (i) any unvested portion of the Award held by the Participant shall be immediately rescinded and (ii) the Participant shall automatically forfeit any rights that the Participant may have with respect to the RSUs as of the date of such determination. The foregoing remedies set forth in this Section 6 shall not be the Company's exclusive remedies. The Company reserves all other rights and remedies available to it at law or in equity.

Section 7. *Compliance with Recoupment, Ownership and Other Policies or Agreements*. As a condition to receiving this Award, the Participant agrees that the Participant will abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time

to time and to the extent applicable to Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under applicable law.

Section 8. *No Rights to Continuation of Employment*. Nothing in the Plan or this Award Agreement shall confer upon the Participant any right to continue in the employ or service of the Company or any Affiliate thereof or shall interfere with or restrict the right of the Company or its Affiliates to terminate the Participant's employment or service at any time for any reason.

Section 9. *Tax Withholding*. The Company shall be entitled to require a cash payment by or on behalf of the Participant in respect of any sums required or permitted by federal, state or local tax law to be withheld with respect to the RSUs; provided, that, notwithstanding the foregoing, the Participant shall be permitted, at his or her election, to satisfy the applicable tax obligations with respect to any RSUs by cashless exercise or net share settlement, pursuant to which the Company shall withhold from the number of shares of Common Stock that would otherwise be issued upon settlement of the RSUs the largest whole number of shares of Common Stock with a Fair Market Value equal to the applicable tax obligations.

Section 10. *Section 409A Compliance*. The intent of the parties is that the payments and benefits under this Award Agreement comply with Section 409A of the Code, to the extent subject thereto, and accordingly, to the maximum extent permitted, this Award Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, the Participant shall not be considered to have terminated employment with the Company for purposes of any payments under this Award Agreement which are subject to Section 409A of the Code until the Participant would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. Each amount to be paid or benefit to be provided under this Award Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Award Agreement or any other arrangement between the Participant and the Company during the six-month period immediately following the Participant's separation from service shall instead be paid on the first business day after the date that is six months following the Participant's separation from service (or, if earlier, the Participant's date of death). The Company makes no representation that any or all of the payments described in this Award Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code.

Section 11. *Governing Law*. This Award Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

Section 12. *RSU Agreement Binding on Successors*. The terms of this Award Agreement shall be binding upon the Participant and upon the Participant's heirs, executors, administrators, personal representatives, transferees, assignees and successors in interest, and upon the Company

and its successors and assignees, subject to the terms of the Plan.

Section 13. *No Assignment*. Notwithstanding anything to the contrary in this Award Agreement, neither this Award Agreement nor any rights granted herein shall be assignable by the Participant.

Section 14. *Necessary Acts*. The Participant hereby agrees to perform all acts, and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Award Agreement, including, but not limited to, all acts and documents related to compliance with federal and/or state securities and/or tax laws.

Section 15. *No Part of Other Plans*. The benefits provided under this Award Agreement or the Plan shall not be deemed to be a part of or considered in the calculation of any other benefit provided by the Company or its Subsidiaries or Affiliates to the Participant.

Section 16. *Severability*. Should any provision of this Award Agreement be held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding shall not affect the validity of the remainder of this Award Agreement, the balance of which shall continue to be binding upon the parties hereto with any such modification (if any) to become a part hereof and treated as though contained in this original Award Agreement. Moreover, if one or more of the provisions contained in this Award Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable, in lieu of severing such unenforceable provision, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear, and such determination by such judicial body shall not affect the enforceability of such provisions or provisions in any other jurisdiction.

Section 17. *Entire Agreement*. This Award Agreement, the Plan and the Sills Agreement contain the entire agreement and understanding among the parties as to the subject matter hereof, and supersedes any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof; provided, that any confidentiality, invention assignment and/or restrictive covenant agreements by and between the Participant and the Company or any of its Subsidiaries shall not be superseded but shall continue in accordance with their terms.

Section 18. *Headings*. Headings are used solely for the convenience of the parties and shall not be deemed to be a limitation upon or descriptive of the contents of any such Section.

Section 19. *Amendment*. No amendment or modification hereof shall be valid unless it shall be in writing and signed by all parties hereto.

Section 20. *Counterparts; Electronic Signature*. This Award Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Participant's electronic signature of this Award Agreement shall have the same validity and effect as a signature affixed by the Participant's hand.

* * * *

IN WITNESS WHEREOF, the parties have executed this Restricted Stock Unit Award Agreement as of the day and year first above written.

BOWHEAD SPECIALTY HOLDINGS INC.

By: /s/ Matthew Crusey
Print Name: Matthew Crusey
Title: General Counsel

PARTICIPANT

By: /s/ Stephen Sills
Print Name: Stephen Sills

EXHIBIT C

Release of Claims Agreement

I enter into this Release of Claims Agreement (the "Agreement") pursuant to Section 6 of the Employment Agreement between Bowhead Specialty Holdings Inc. (the "Company") and me dated May 22, 2024 (the "Employment Agreement"). I acknowledge that this Agreement is the release of claims referenced in Section 6(h) of the Employment Agreement and that my timely execution and return and my non-revocation of this Agreement are conditions to certain of the Company's obligations pursuant to Section 6(d), (f) and (i) of the Employment Agreement. I therefore agree to the following terms:

1. Release of Claims. I voluntarily release and forever discharge the Company, all affiliated and related entities, their respective predecessors, successors and assigns, their respective employee benefit plans and fiduciaries of such plans, and their respective current and former officers, directors, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees") generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown ("Claims") that, as of the date when I sign this Agreement, I have, ever had, now claim to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, all Claims:

- relating to my employment by the Company and the termination of such employment;
- of wrongful discharge or violation of public policy;
- of breach of contract;
- of defamation or other torts;
- of retaliation or discrimination under federal, state or local law, including, without limitation, Claims of discrimination or retaliation under the Age Discrimination in Employment Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law, the New York State Civil Rights Law and the New York City Human Rights Law;
- under any other federal or state statute, including, without limitation, Claims under the New York State Labor Law;
- for wages, bonuses, incentive compensation, equity, vacation pay or any other compensation or benefits, either under the New York State Labor Law or otherwise; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees.

Notwithstanding the foregoing, the Executive does not waive or release Claims (i) with respect to claims arising from any breach by the Bowhead Group of this Agreement or Executive's right to enforce this Agreement or those provisions of the Employment Agreement that survive the termination of Executive's employment with the Bowhead Group; (ii) with respect to any

benefits that are or will become vested following Executive's termination pursuant to their terms or to which Executive is otherwise entitled pursuant to the terms and conditions of any of applicable benefit plans of a member of the Bowhead Group (including but not limited to the long-term incentive awards; (iii) any rights to indemnification (including the advancement of legal fees) or expense reimbursement under the Employment Agreement, any agreement between Executive and any member of the Bowhead Group or the charter, bylaws, articles of incorporation or other organization document of any member of the Bowhead Group, or pursuant to any director's and officer's liability insurance policy, in the future or previously in force; (iv) rights of the Executive for expense reimbursement from the Company; (v) any rights Executive may have to workers' compensation benefits or to continued benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985; or (vi) claims that may not be waived by law and any claims arising after the date this Agreement is signed.

I agree not to accept damages of any nature, other equitable or legal remedies for my own benefit or attorney's fees or costs from any of the Releasees with respect to any Claim released by this Agreement. As a material inducement to the Company to enter into this Agreement, I represent that I have not assigned any Claim to any third party.

I agree not to accept damages of any nature, other equitable or legal remedies for my own benefit or attorney's fees or costs from any of the Releasees with respect to any Claim released by this Agreement.

2. **Protected Disclosures and Other Matters**. Nothing in this Agreement shall be interpreted or applied to prohibit me from making any good faith report to any governmental agency or other governmental entity (a "Government Agency") concerning any act or omission that I reasonably believe constitutes a possible violation of federal or state law or making other disclosures that are protected under the anti-retaliation or whistleblower provisions of applicable federal or state law or regulation. In addition, nothing contained in this Agreement limits my ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including my ability to provide documents or other information, without notice to the Company.

3. **Ongoing Obligations**. I reaffirm my ongoing obligations under the Employment Agreement, including without limitation my obligations under Section 9.

4. **No Assignment**. I represent that I have not assigned to any other person or entity any Claims against any Releasee.

5. **Right to Consider and Revoke Agreement.** I acknowledge that I have been given the opportunity to consider this Agreement for a period of twenty-one (21) days from the date when it is tendered to me. In the event that I executed this Agreement within less than twenty-one (21) days, I acknowledge that such decision was entirely voluntary and that I had the opportunity to consider this Agreement until the end of the twenty-one (21) day period. To accept this Agreement, I shall deliver a signed Agreement (either as an original or as a PDF copy attached to an email) to the Chairman of the Company's Board of Directors within such twenty-one (21) day period; *provided* that I acknowledge that the Company may change the designated

recipient by notice. For a period of seven (7) days from the date when I execute this Agreement (the "Revocation Period"), I shall retain the right to revoke this Agreement by written notice that is received by the Chairman of the Company's Board of Directors or other Company-designated recipient on or before the last day of the Revocation Period. This Agreement shall take effect only if it is executed within the twenty-one (21) day period as set forth above and if it is not revoked pursuant to the preceding sentence. If those conditions are satisfied, this Agreement shall become effective and enforceable on the date immediately following the last day of the Revocation Period.

6. Other Terms.

(a) Legal Representation; Review of Agreement. I acknowledge that I have been advised to discuss all aspects of this Agreement with my attorney, that I have carefully read and fully understand all of the provisions of this Agreement and that I am voluntarily entering into this Agreement.

(b) Binding Nature of Agreement. This Agreement shall be binding upon me and upon my heirs, administrators, representatives and executors.

(c) Amendment. This Agreement may be amended only upon a written agreement executed by the Company and me.

(d) Severability. In the event that at any future time it is determined by an arbitrator or court of competent jurisdiction that any covenant, clause, provision or term of this Agreement is illegal, invalid or unenforceable, the remaining provisions and terms of this Agreement shall not be affected thereby and the illegal, invalid or unenforceable term or provision shall be severed from the remainder of this Agreement. In the event of such severance, the remaining covenants shall be binding and enforceable.

(e) Governing Law and Interpretation. This Agreement shall be deemed to be made and entered into in the State of New York, and shall in all respects be interpreted, enforced and governed under the laws of the State of New York, without giving effect to the conflict of laws principles of such state. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the Company or me.

(f) Absence of Reliance. I acknowledge that I am not relying on any promises or representations by the Company or any of its agents, representatives or attorneys regarding any subject matter addressed in this Agreement.

So agreed.

Stephen J. Sills

Date

Exhibit 10.18

Second Amended and Restated

Managing General Agency Agreement

between

Homesite Insurance Company of Florida

and

Bowhead Specialty Underwriters, Inc.

Dated as of August 7, 2024

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SECOND AMENDED AND RESTATED
MANAGING GENERAL AGENCY AGREEMENT

This Second Amended and Restated Managing General Agency Agreement (this "Agreement"), dated as of August 7, 2024, is made and entered into by and between **Homesite Insurance Company of Florida**, an Illinois corporation (the "Company"), and **Bowhead Specialty Underwriters, Inc**., a Delaware corporation (the "Managing General Agent").

WHEREAS, the Company is a duly licensed insurance company organized in the State of Illinois; and

WHEREAS, the Managing General Agent is a producer and a managing general agent organized in the State of Delaware with a resident license in the State of Texas and is a licensed agent or producer in all states for which it is granted authority hereunder; and

WHEREAS, the Managing General Agent has the requisite professional experience to perform all such functions as the parties shall agree the Managing General Agent may lawfully advise upon relating to the Subject Business described in this Agreement;

WHEREAS, the Company has entered into a reinsurance agreement reinsuring all business produced hereunder to American Family Mutual Insurance Company, S.I. ("AmFam"), and AmFam has entered into that certain Amended and Restated Quota Share Reinsurance Agreement with Bowhead Insurance Company, Inc. (the "Reinsurer") effective as of May 23, 2024, and any addenda or amendments thereto (the "Reinsurance Agreement"), pursuant to which the Reinsurer shall undertake to protect AmFam from loss or liability on coverage AmFam reinsures that is produced under this Agreement in exchange for reinsurance premiums agreed to by the Company and the Reinsurer;

WHEREAS, the Company wishes to appoint the Managing General Agent to act as the managing general agent for the Company in the solicitation, underwriting, binding, issuance and administration of those types of insurance policies, endorsements, binders, certificates, proposals for insurance, or any other document that binds the Company to insurance coverage and/or reinsurance assumed from captive reinsurers pursuant to this Agreement (each, a "Policy") that the Company and the Managing General Agent plan to produce, bind and underwrite pursuant to the terms of this Agreement. and

WHEREAS, the Company and the Managing General Agent entered into an amended and restated managing general agency agreement dated as of April 1, 2022, and this Agreement amends and replaces that agreement in its entirety.

NOW, **THEREFORE**, the Company and the Managing General Agent, in consideration of the mutual promises, agreements, covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Company and the Managing General Agent agree as follows:

Article 1 APPOINTMENT

1.1 The Company hereby appoints the Managing General Agent to act as its managing general agent and as a reinsurance intermediary-broker in accordance with s. 100/5 of the Illinois Insurance Code as published under Chapter 215 of the Illinois Statutes (the "Illinois Insurance Code"), and to conduct the business specified in the Subject Business attached hereto as Exhibit A, including all Policies currently reinsured under the Reinsurance Agreement but issued prior to the date hereof (the "Subject Business"). Exhibit A may be amended from time to time upon mutual written agreement of the Company and the Managing General Agent without otherwise affecting the other terms and conditions of this Agreement.

1.2 The Managing General Agent acknowledges and agrees that the Company's appointment of the Managing General Agent does not restrict in any manner the Company's right to appoint agents or managing agents to write any line or policy of insurance, or to directly write any line or policy of insurance.

1.3 All activities of the Managing General Agent pursuant to this Agreement shall be in compliance with the terms of the (i) Reinsurance Agreement, (ii) the Underwriting Guidelines and (iii) all applicable laws and regulations.

Article 2 AUTHORITY AND RESPONSIBILITY OF MANAGING GENERAL AGENT

2.1 The Managing General Agent has the authority and duty to act as a managing general agent for the Company with regard to the Subject Business as described in Exhibit A and to perform its obligations hereunder in conformity with the underwriting and operating guidelines and pricing standards attached as Exhibit B (as amended from time to time, the "Underwriting Guidelines"). The Underwriting Guidelines may be amended from time to time by written agreement of the Parties, provided that (a) the Company shall not unreasonably withhold, delay or condition its agreement to any amendment to the Underwriting Guidelines proposed by the Managing General Agent and (b) the Managing General Agent shall not unreasonably withhold, delay or condition its agreement to any amendment to the Underwriting Guidelines proposed by the Company as required for this Agreement, the business produced hereunder, or the Company or any of its Affiliates to comply with applicable laws and regulations. The Managing General Agent's authority includes production, appointment, and supervision of duly licensed and appointed property and casualty producers and, where required by law, licensed surplus lines producers (collectively, "Producers") for or on behalf of the Company, as well as underwriting, accounting and claims handling under the terms of this Agreement. All acts of the Managing General Agent, insofar as the Company's business is concerned, are subject to the ultimate authority of the Company. Gross written premiums produced during a single calendar year shall not exceed, in the aggregate, the amount of gross written premium referenced as triggering a termination right under Section 4.02(h) of the Reinsurance Agreement, if and as amended by the parties to the Reinsurance Agreement. During any pending notice period following a notice of termination issued under Section 4.02(i) of the Reinsurance Agreement, Managing General Agent shall not increase its monthly rate of new and renewal production as measured by the average monthly rate of production of new and renewal business for the six (6) months prior to the date of such notice of termination.

2.2 The Managing General Agent has the authority to accept Policies complying with the Underwriting Guidelines, as follows:

(1) the Policies shall be on forms approved in advance by the Company;

(2) the Policies shall be written by or through duly licensed and appointed Producers or by the Managing General Agent where duly licensed and appointed;

(3) the rating methodology is as described under the Rating Approach provided in or through Exhibit A and the Underwriting Guidelines and principles provided in and through Exhibit B, which the Managing General Agent shall follow, and the Managing General Agent shall follow the agreed rating methodology to establish or modify rates;

(4) the only classes of business the Managing General Agent is authorized to produce and handle under this Agreement are the classes of business specified in Exhibit A (the Subject Business) as produced in accordance with Exhibit A (the Rating Approach) and Exhibit B (the Underwriting Guidelines);

(5) the maximum limits of liability for Policies to be produced pursuant to this Agreement are set forth in the Underwriting Guidelines;

(6) the Managing General Agent may issue Policies under this Agreement only to insured residents in the states in which business is permitted to be produced under the Reinsurance Agreement and Exhibits A and B;

(7) the Managing General Agent shall only cancel Policies as set forth in the policy form for the Policies produced hereunder or as otherwise permitted by applicable law and in accordance with Article 11 of the Reinsurance Agreement;

(8) the maximum term for any Policy issued hereunder shall be as set forth in the Underwriting Guidelines;

(9) the Managing General Agent shall employ all commercially reasonable and appropriate measures to control and keep a record of the issuance of the Company's Policies hereunder, including, but not limited to, keeping records of Policy numbers issued and maintaining Policy inventories; and

(10) the excluded risks are those set forth in the Underwriting Guidelines.

In underwriting Policies, the Managing General Agent shall follow the Underwriting Guidelines. The Managing General Agent shall not solicit or accept proposals or bind the Company for insurance coverage on any business not specifically included as a class of business set forth on the Subject Business.

2.3 The Managing General Agent shall have the authority to cancel or non-renew Policies, subject to requirements of applicable law and the terms and conditions of this Agreement and the relevant Policies and in accordance with Article 11 of the Reinsurance Agreement. The Company

shall not be responsible for the cancellation or non-renewal of Policies, but may, in its sole discretion, choose to do so, subject to applicable laws and regulations. Cancellation authority shall be exercised by the Managing General Agent only for causes inherent in the particular risk and shall not be construed as authority to make general or indiscriminate cancellations or replacement of the Policies with those of another insurance company, except upon specific written instructions from the Company.

2.4 The Managing General Agent has the authority to receive and collect premiums, fees, and salvage and subrogation and to retain commissions and other compensation out of such collected premiums, subject to the terms and conditions of this Agreement. In addition, the Managing General Agent has the authority to collect payments for losses, loss adjustment expenses and other amounts due from the Reinsurer but shall promptly send a report to the Company concerning such transactions.

2.5 The Managing General Agent or its designated and approved claims handler shall have the authority to set case loss and loss adjustment expense reserves, set or determine incurred but not reported ("IBNR") reserves, adjust, and pay claims on behalf of the Company with respect to the Policies in accordance with the terms of this Agreement, the Policies, the Reinsurance Agreement and applicable law. Notwithstanding the foregoing, the Company may, but shall not be obligated to, establish its own reserves and IBNR reserves and publish the same in its financial statements. The Managing General Agent hereby indemnifies the Company for any loss or liability arising out of the Managing General Agent's or its designated claims handlers' handling and settling of claims in excess of amounts payable under the express terms of the Policies, without duplication of amounts recovered by the Company under the Reinsurance Agreement in respect thereof, except where such claim is settled at the direction of Company.

2.6 The Managing General Agent shall not act as a reinsurance intermediary broker in any jurisdiction unless it possesses any required license with respect to such jurisdiction, or is otherwise exempt from licensure. The Managing General Agent, as reinsurance intermediary- broker, shall:

(1) render accounts to the Company detailing all material transactions, including information necessary to support all commissions, charges and other fees received by, or owing, to the Managing General Agent, and remit all funds due to the Company within thirty (30) days of receipt;

(2) hold all funds collected for the Company's account in the Premium Escrow Account in a fiduciary capacity in a qualified United States financial institution;

(3) keep a complete record for each transaction for at least ten (10) years after expiration of each contract of reinsurance transacted by the Managing General Agent, showing:

(A) Type of contract, limits, underwriting restrictions, classes or risks and territory;

(B) Period of coverage, including effective and expiration dates, cancellation provisions and notice required of cancellation;

(C) Reporting and settlement requirements of balances;

(D) Rate used to compute the reinsurance premium;

(E) Names and addresses of assuming reinsurers;

(F) Rates of all reinsurance commissions, including the commissions on any retrocessions handled by the Managing General Agent;

(G) Related correspondence and memoranda;

(H) Proof of placement;

(I) Details regarding retrocessions handled by the Managing General Agent including the identity of retrocessionaires and percentage of each contract assumed or ceded;

(J) Financial records, including but not limited to, premium and loss accounts; and

(K) When the Managing General Agent procures a reinsurance contract on behalf of a licensed ceding insurer: (i) directly from any assuming reinsurer, written evidence that the assuming reinsurer has agreed to assume the risk; or (ii) if placed through a representative of the assuming reinsurer, other than an employee, written evidence that the reinsurer has delegated binding authority to the representative.

2.7 The Managing General Agent may not sub-delegate binding authority to issue Policies on behalf of the Company to any broker, agent, managing general agent or any other Producer without the prior written consent of the Company, which shall not be unreasonably withheld, conditioned or delayed.

2.8 The Managing General Agent agrees to comply with, and to implement and maintain a commercially reasonable compliance protocol relating to, the USA Patriot Act, Federal Violent Crimes Control Act, and all applicable federal laws and regulations applicable to its activities under this Agreement governing the identification of customers and insureds and the handling of funds and the business conducted under this Agreement. The Managing General Agent agrees to require the same from all Producers, adjusters, or other third parties with whom it may contract to perform all or any part of its functions under this Agreement.

2.9 The Managing General Agent shall not permit its Producers to serve on the Company's board of directors, jointly employ an individual who is employed by the Company or appoint a sub- managing general agent.

2.10 The parties acknowledge, understand and agree that the Managing General Agent is an agent of the Company and not the Reinsurer, and that there are acts of the Managing General Agent which may be required by applicable law to be performed on behalf of the Company. Notwithstanding the generality of the foregoing, the Reinsurer shall be solely responsible for the

acts of the Managing General Agent and shall ultimately assume the business, credit or insurance risk (save the risk of the Reinsurer's insolvency) of such acts of the Managing General Agent under the Reinsurance Agreement.

2.11 The Managing General Agent is authorized to designate one or more third party claims administrators or independent claims adjusters through whom claims arising in connection with the Policies bound pursuant to this Agreement shall be adjusted. The selection of such third party clams administrators or independent claims adjusters, as applicable, by the Managing General Agent shall be subject to prior written approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed. Such third party clams administrators or independent claims adjusters, as applicable, are the agents of the Company but the Company shall be held harmless and indemnified by the Managing General Agent for any liability, claim, demand, expense and/or cost of whatever kind or character as a result of, related to or connected with any action or inaction of such claims adjusters; except however in any instance and to the extent where the conduct giving rise to the allegation related to any such liability, claim, demand, expense and/or cost was performed at the specific written direction of the Company.

2.12 The Managing General Agent may not pay or commit the Company to pay a claim over a specified amount, net of reinsurance, which exceeds one percent (1%) of the Company's policyholder surplus as of December 31 of the last completed calendar year without prior approval of the Company. Within ninety (90) days after the end of a calendar year, Company shall notify the Managing General Agent in writing of the Company's policyholder surplus for such calendar year.

2.13 The Managing General Agent understands and agrees that it has no power or authority granted to it by the Company independent of this Agreement and the Reinsurance Agreement, and that this Agreement and the Managing General Agent's authority hereunder shall cease immediately upon termination, for any reason, of this Agreement or of the Reinsurance Agreement (excepting only the Managing General Agent's responsibilities with regard to runoff and other matters as set forth herein or in the Reinsurance Agreement).

2.14 The Managing General Agent, if, as and when to the extent applicable law requires, shall provide notice to the Texas Department of Insurance (the "TDI") on forms prescribed by the TDI, any reports and/or notices required by Texas Insurance Code § 4053.108 as amended, including, without limitation, timely filing such forms within thirty (30) days or such other period as permitted by law after the occurrence of any of the following events:

(1) balances due to the Company for more than ninety (90) days that exceed:

(A) $1,000,000; or

(B) ten percent (10%) of the Company's policyholder surplus, as reported in the Company's annual statement filed with the TDI and shared with the Managing General Agent;

(2) balances due for more than sixty (60) days from a Producer appointed by or reporting to the Managing General Agent that exceed $500,000;

(3) authority to settle claims for the Company is withdrawn;

(4) money held for the Company for losses is greater than an amount that is $100,000 more than the amount necessary to pay the losses and loss adjustment expenses expected to be paid on the Company's behalf within the next sixty (60)-day period; or

(5) this Agreement is canceled or terminated.

The parties further acknowledge that pursuant to Texas Insurance Code §§ 38.001 and 4053.102 as amended, this Agreement and any reports or records submitted under this Agreement may be subject to review by the TDI.

2.15 The Managing General Agent shall perform all obligations and actions contemplated to be performed by the Managing General Agent under the Reinsurance Agreement, which are incorporated herein by reference.

2.16 The Managing General Agent and the Company shall establish one or more accounts for the payment of claims in an FDIC-insured bank (whether one or more, the "Claims Account"). The Claims Account shall be in the name of, and shall constitute property of, the Company but the Managing General Agent may reasonably designate officers and employees with signing authority over such account solely for the payment of losses, claims and loss adjustment expenses under the Subject Business. The Managing General Agent shall, and shall cause its officers and employees to, only use such Claims Payment Account for the payment of losses, claims and loss adjustment expenses under the Subject Business that are reinsured under the Reinsurance Agreement. The Managing General Agent shall establish reasonable controls, policies and procedures designed to ensure that the Claims Payment Account is only used for such purposes. The Claims Account shall be funded by monthly withdrawals from the Trust Account under the Reinsurance Trust Agreement by the Company at the written request of the Managing General Agent, following submission to the Company of a certificate of the Managing General Agent certifying the Managing General Agent's reasonable best estimate of the anticipated amount required to pay losses, claims and loss adjustment expenses under the Subject Business for the next calendar month, after giving effect to any amounts already on deposit in the Claims Account.

Article 3 COMPENSATION AND FEES

3.1 The Managing General Agent's compensation shall be as set forth in Exhibit C (the "MGA Commission"). Within forty-five (45) days after the end of a calendar month, the Managing General Agent shall provide the Company with a statement of the reasonable, documented, out- of-pocket costs of providing services under this Agreement for such calendar month. If the amount of such reasonable, documented, out-of-pocket costs exceeds the MGA Commission paid to the Managing General Agent during such time period, the Company shall pay the difference to the Managing General Agent within thirty (30) days after receiving the statement; provided, however, that the Managing General Agent may instead deduct such amounts from premiums received. If the amount of MGA Commission exceeds the reasonable, documented, out-of-pocket costs during such time period, the Managing General Agent shall remit the difference to the Company within thirty (30) days after sending the statement. Notwithstanding the foregoing, in no event shall the

MGA Commission or any amount payable to the Managing General Agent under this Agreement exceed, individually or in the aggregate, the aggregate amount of gross written premium for the Subject Business less any return premiums and commissions and any fronting or ceding fee payable to the Company under the Reinsurance Agreement, the true intent of this Agreement and the Reinsurance Agreement being that the Company shall always be entitled to receive and retain fronting or ceding fee, without deduction for any amounts payable to the Managing General Agent, the Reinsurer or any third party.

3.2 The MGA Commission due to the Managing General Agent hereunder from the Company, and any costs and expenses of the Managing General Agent contemplated to be borne by the Company hereunder, shall only be payable from the policy premiums, fees and other consideration collected by the Managing General Agent hereunder on behalf of the Company. In no event shall the Company be liable to make payment of such amounts from any of its other assets, including without limitation its fronting or ceding fees under the Reinsurance Agreement.

3.3 In the event there is no Producer to receive the designated commission on a Policy, the Managing General Agent may retain such commission.

3.4 The MGA Commission and Exhibit C may be amended from time to time upon mutual agreement of the Company and the Managing General Agent without otherwise affecting the other terms and conditions of this Agreement.

Article 4 ACCOUNTING AND RECORDS

4.1 The Managing General Agent shall provide and maintain all necessary books, records, Policies, underwriting files, claim files, dailies and correspondence with policyholders, and accounts of all business and transactions pertaining to the Policies in order to determine the amount of liability of the Company and the amount of premiums due the Company ("Books and Records") for a minimum of seven (7) years or until the completion of a financial examination by the Illinois Department of Insurance (the "Illinois Department") or the TDI, whichever is longer. The Company shall have access to, and the right to copy, all Books and Records related to its business in a form usable by the Company. All such Books and Records shall be maintained separately from the records of any other insurer and in a form usable to insurance regulatory authorities in accordance with the National Association of Insurance Commissioners ("NAIC") Accounting Practices and Procedures Manual. Subject to Article 18 – Confidentiality, both the Company and the Managing General Agent shall receive a copy of the Books and Records, at the Managing General Agent's expense, within thirty (30) days following the cancellation or termination of this Agreement.

4.2 The Managing General Agent shall timely transmit to the Company appropriate data from electronic claim files and/or make available to the Company on a read only basis electronic access to the Managing General Agent's electronic claim files. In addition, the Managing General Agent shall, at the Company's request and expense, send a copy of the claim file to the Company as soon as it becomes known that the claim: (i) has equaled or exceeded or has the potential to equal or exceed an amount which is one-half percent (0.5%) of the Company's policyholder surplus as of December 31 of the immediately preceding calendar year or exceeds the limit set by the Company, whichever is less, (ii) involves a coverage dispute, (iii) may exceed the Managing General Agent's

claims settlement authority, (iv) is open for more than six (6) months; or (v) is closed by payment of an amount equal to or greater than one-half percent (0.5%) of the Company's policyholder surplus as of December 31 of the immediately preceding calendar year.

4.3 All claim files shall be the joint property of the Company and the Managing General Agent; provided, however, that upon an order of liquidation of the Company, the claim files shall be the sole property of the Company or its estate and shall be transferred to the liquidator within ten (10) days; provided, however, in such an event, the Managing General Agent shall be afforded reasonable access to and the right to copy the files on a timely basis. The Company may have reasonable access to and the right to copy the claim files on a timely basis. Any and all Policies and/or claim files required to be maintained pursuant to this Article 4 may be maintained in electronic data storage form accessible by computer and if so stored in this fashion, no physical copy of such items need be maintained. Where electronic claims files are maintained, any data from such files requested or required by the Company shall be provided at the Managing General Agent's expense within forty-five (45) days or less, unless otherwise stated herein, if so requested by the Company, provided that such request is based upon a legitimate business need. Upon request of the Company, prior to or after the termination of this Agreement, the Managing General Agent shall provide to the Company, at the Managing General Agent's sole cost and expense, electronic copies of any and all data related to the Subject Business in a format specified by the Company. The Managing General Agent agrees to provide to the Company immediately upon its request, the location of and access to all records not stored in the office of the Managing General Agent, including any authorization, login, password or other information necessary to provide access to the Company on a read-only basis. The term "read-only basis" whenever used herein shall include the ability of the Company to make copies. The Managing General Agent shall secure a waiver of any lien in favor of a lender, landlord or other creditor which might attach to the records, physical or electronic, including any storage device for those records, in the event of any default by the Managing General Agent in order to ensure that the Company has access to all records and data associated with the Policies under the terms of this Agreement. Further, the Managing General Agent shall ensure any vendor or other third party acknowledges and agrees that the Company, at no expense to the Company, shall have use of any data, information, reports, files or statistics provided prior to or after the termination of this Agreement.

4.4 The Managing General Agent shall prepare separate, itemized, monthly statements for each Producer on the business placed by such Producer through the Managing General Agent, and furnish such Producer with an IRS Form 1099 each year when required.

4.5 All records applicable to the Company's business shall be open for inspection and/or audit upon five (5) business days' prior written notice at all reasonable times by the Company, its reinsurers, insurance department personnel or other governmental authorities. The Managing General Agent shall retain records in accordance with ss. Ins 6.61 and 6.80 of the Illinoi Insurance Code. The Company's right to inspect and audit the Managing General Agent's records related to the Company's business shall survive termination of this Agreement.

4.6 Subject always to Article 18 – Confidentiality, upon request and pursuant to regulatory requirements, the Managing General Agent shall provide access to the Company or the Company's designated accountant and/or statistical agent on a read-only basis, copies of all applications,

binders, Policies, daily reports, monthly reporting forms and endorsements issued by or through licensed Producer(s), including all other evidence of insurance written, modified or terminated.

4.7 [RESERVED]

4.8 At renewal of any Policy issued by the Managing General Agent, the Managing General Agent shall be responsible to the insured for the renewal or non-renewal of the Policy and shall timely communicate any renewal quote or notice of non-renewal to the insured to preclude the extension of coverage beyond the expiration date of the current in-force Policy.

4.9 Either party shall have the right, upon at least five (5) business days' prior written notice, to audit the records and procedures of the other party that relate directly to its performance of this Agreement subject to all applicable legal privileges, including, without limitation, the attorney-client privilege and attorney work product doctrine. This audit must be conducted during normal business hours, and may be conducted by the auditing party or by its appointed representatives. Both parties shall maintain and present for audit all appropriate records for the current year and the prior calendar year relevant to the subject of this Agreement, and to its performance thereunder. The parties acknowledge that they may be restricted from access to information that is unrelated to this Agreement. The parties shall at all times comply with the other party's security procedures then in effect, including limiting access to personal, or personally identifiable, information. In no case may either party review non-billable expenses, business strategy, or other information of the other party that is unrelated to this Agreement. Representatives of the party being audited have the right to be present at all times during any audit, and the parties shall cooperate in advance of the audit to plan and coordinate the audit process.

4.10 The parties acknowledge that the Managing General Agency may be subject to examination pursuant to Texas Insurance Code § 4053.107 and 215 ILCS 5/141a. The Managing General Agent represents and warrants to the Company that the Underwriting Guidelines, and all amendments proposed by the Managing General Agent thereto, are and will be in compliance with all requirements of Wisconsin law. In the event Underwriting Guidelines are not compliant with Texas and Illinois law, the Managing General Agent shall propose, agree to and comply with such amendments as are required to comply with Texas and Illinois law, and comply with Texas and Illinois law in such regards during any interim period before appropriate amendments are executed.

4.11 The Managing General Agent has a written record retention policy and disaster recovery plan in compliance with applicable law and shall provide the Company a copy of such policy and plan upon written request.

4.12 The Managing General Agent shall maintain adequate accounting procedures and systems, at no cost or expense to the Company, and shall provide to the Company on a read-only basis statistics in a timely manner for all reporting requirements under the Reinsurance Agreement or as shall be required from time to time by the Illinois Department or any other applicable governmental agency or authority. Such statistical information shall be provided to the Company by the Managing General Agent at the Managing General Agent's sole cost and expense.

4.13 Should any state insurance department make a request to the Company for any data required to comply with a statistical data call, the Managing General Agent shall be solely

responsible to provide the Company with such data. Should the request from such state insurance department require the Company to contract the services of an outside source, such as an actuarial firm, to compile the data required, the Managing General Agent shall be responsible for its proportionate share of the total cost for services rendered. If required by the applicable insurance regulatory authority, the Managing General Agent shall provide, at the Managing General Agent's expense, (i) an independent actuarial opinion attesting to the adequacy of loss reserves established for losses incurred and outstanding on business produced hereunder, and (ii) an independent financial examination in either case in a form acceptable to such insurance regulatory authority.

Article 5 MANAGING GENERAL AGENT'S REPORTS AND REMITTANCES

5.1 The Managing General Agent shall submit a report to the Company, within forty-five (45) days after the end of each calendar month, summarizing the business transacted under this Agreement during such month. As used in this Agreement, the term "net collected premium" is defined as the total of all currently collected premiums (including down payments) on Policies written by the Managing General Agent pursuant to this Agreement less return premium and cancellations. Such report shall include the following items:

(1) Net written premium, net earned premium and net collected premium;

(2) Policy and service fee revenue and Policy and service fees collected (if different);

(3) Premium taxes on net written premium and Policy and service fees;

(4) Reinsurance Agreement ceded commissions due to the Company;

(5) Any regulatory assessments levied upon the Company;

(6) Producer's commissions;

(7) MGA Commission;

(8) Losses paid less recoveries and salvage;

(9) Loss adjustment expenses paid;

(10) Outstanding loss reserves (without IBNR);

(11) Outstanding loss expense reserves (without IBNR), which shall be reported as zero;

(12) Unearned premium reserve and earned premium; and

(13) Reconciliation of Premium Escrow Account.

There are no management fees to be reported.

1. During the term of the Reinsurance Agreement and to the extent contemplated thereby, the Managing General Agent shall remit the balance of the account (premium and fees minus commissions and other Managing General Agent and Producer compensation, losses and loss

adjustment expenses), plus premium taxes and other regulatory assessments, directly to the Reinsurer net of the Company's commission under the Reinsurance Agreement which shall be paid to the Company, within forty-five (45) days after the end of the calendar month for which the report is rendered.

5.3 In addition to the return of premium and fees, the Managing General Agent shall refund commissions on Policy cancellations, reductions in premiums or any other return premiums at the same rate at which such commissions were originally retained.

5.4 In the event a refund or discount is ordered by the Illinois Department or other applicable regulatory authority, the Managing General Agent shall refund or discount at the same rate at which such commissions were originally retained.

5.5 The parties may, as mutually agreed, alter the frequency and/or content of the Managing General Agent's report; provided, however, such report frequency and/or content meets minimum legal and regulatory requirements.

5.6 The omission of any item(s) from a monthly report shall not affect the responsibility of either party to account for and pay all amounts due the other party, nor shall it prejudice the rights of either party to collect all such amounts due from the other party.

5.7 The Managing General Agent shall annually furnish to the Company the following summary information in such form as to enable the Company to record such information in its annual statement:

(1) summaries, with data segregated by major classes, of net written premium, gross loss paid, net salvage, subrogation and adjusting expenses paid during the year; and

(2) unearned premium running twelve (12) months or less from the Policy inception date.

5.8 The Managing General Agent agrees to furnish to the Company any additional reports necessary to provide the Company's monthly, quarterly, and/or annual statements to regulatory authorities and rating agencies, including all required statistical reporting.

5.9 If required by applicable law, annually on or before June 30, the Managing General Agent shall furnish to the Company audited financial statements of Bowhead Insurance Holdings LP, including consolidating schedules of the Profit and Loss and Balance Sheet Statements for Bowhead Insurance Holdings LP.

5.10 [RESERVED]

5.11 The Managing General Agent shall timely prepare for the Company's review and filing all reports, statements, documents and other filings related to the Policies, this Agreement and the Reinsurance Agreement required from time to time by governmental and regulatory agencies, or as otherwise required for compliance with applicable law.

5.12 The Managing General Agent shall timely provide the Company with any data required by the Illinois Department, or otherwise required for compliance with applicable law.

5.13 The Managing General Agent shall return any unearned premium due insureds or other persons on the Subject Business from the Premium Escrow Account.

Article 6 EXPENSES

6.1 The Managing General Agent is solely responsible for and shall promptly pay all expenses attributable to the production and servicing of the Subject Business outlined in this Section 6.1, and the Company and the Reinsurer shall not be responsible for such expenses. The Managing General Agent's sole compensation shall be the amounts payable to the Managing General Agent in Article 3 of this Agreement. These expenses include but are not limited to:

(1) salaries, bonuses and all other benefits of all employees of the Managing General Agent;

(2) transportation, lodging, and meals of employees of the Managing General Agent;

(3) postage and other delivery charges;

(4) advertising and exchange;

(5) printing of all policies, forms and endorsements;

(6) EDP hardware, software, and programming;

(7) countersignature fees or commissions;

(8) license and appointment fees for Producers;

(9) adjustment expenses, including applicable sales tax, if any, arising from claims on insurance written under this Agreement;

(10) provision of office space, equipment and other facilities necessary for the operation of the Managing General Agent;

(11) legal, audit, and other expenses, including solicitors' fees and fines and administrative penalties relating to any rate filing, regulation, or rules affecting the business of the Managing General Agent pursuant to this Agreement;

(12) all state, federal and local taxes of Managing General Agent, excluding however, any premium taxes, any fees, charges, and assessments relating to the Policies, and payment of surplus lines taxes and stamping fees, boards, fees and bureaus out of premium if applicable, and for filing of all surplus lines affidavits required by state insurance departments or stamping offices, in each case which shall be payable by the Company;

(13) all runoff expenses under Section 14.8;

(14) clerk hire fees;

(15) exchange fees; and

(16) any other agency expenses whatsoever.

6.2 Except for such fees and expenses for which Managing General Agent is expressly responsible hereunder, the Company is solely responsible for all direct fees and expenses incurred by the Company attributable to the Policies produced under this Agreement, including:

(1) salaries and all other benefits of all employees of the Company;

(2) transportation, lodging, and meals of employees of the Company; and

(3) cost of reinsurance.

Article 7 PREMIUM ESCROW ACCOUNT

7.1 The Managing General Agent shall accept and hold all premiums collected and other funds relating to the Subject Business in a fiduciary capacity and shall properly account for such funds as required by applicable laws and regulations and this Agreement. The privilege of retaining commissions shall not be construed as changing the fiduciary capacity. Funds held by the Managing General Agent in a fiduciary capacity may be subject to audit by regulatory authorities.

7.2 The Managing General Agent assumes responsibility for, and shall promptly pay, the net written premium currently due on Policies issued by the Managing General Agent on behalf of the Company to the Reinsurer, subject to any deductions provided herein and in the Reinsurance Agreement.

7.3 The Managing General Agent shall establish and maintain one or more separate premium escrow accounts with the title containing "Bowhead Specialty Underwriters, Inc." (whether one or more, the "Premium Escrow Account"). The Premium Escrow Account shall be established with a bank that is a member of the federal reserve system and has its accounts insured by the Federal Deposit Insurance Corporation. All premiums collected by the Managing General Agent on the Subject Business shall be deposited promptly into the Premium Escrow Account. Within forty-five (45) days after each month end, the Managing General Agent shall provide the Company with a copy of the bank reconciliation and supporting bank statement and other documents for the Premium Escrow Account. To satisfy the foregoing obligation, the Managing General Agent may grant the Company online, read-only online access to the Premium Escrow Account, subject to Article 18.

7.4 The Managing General Agent shall maintain signature authority on the Premium Escrow Account. The Managing General Agent shall, upon the reasonable request of the Company, provide information to the Company relating to the Premium Escrow Account.

7.5 The Managing General Agent shall hold all money in the Premium Escrow Account on behalf of an insured or insurer in a fiduciary capacity and shall properly account for that money as required by law.

7.6 Interest income from the Premium Escrow Account, and the cost of maintaining the Premium Escrow Account, shall belong to the Managing General Agent.

7.7 The Premium Escrow Account funds may be invested only in:

(1) checking, savings, or money market accounts;

(2) certificates of deposit;

(3) United States Treasury bills, notes or bonds; or

(4) other investments approved in writing by the Company.

7.8 The Managing General Agent may use any and all premium and other funds collected by the Managing General Agent for and on behalf of the Company under this Agreement solely for the payment of:

(1) premium balances due less deductions allowed in this Agreement;

(2) the return of unearned premiums arising due to cancellation or endorsement;

(3) the Managing General Agent's and Producer(s) commission;

(4) the Company's fronting or ceding fee under the Reinsurance Agreement;

(5) losses and loss adjustment expenses;

(6) premium taxes;

(7) amounts due the Reinsurer under the Reinsurance Agreement; or

(8) such other items as required by law.

7.9 The Company shall not be liable for any loss that occurs by reason of the default or failure of the bank in which an account is carried and such loss shall not affect the Managing General Agent's obligations under this Agreement.

7.10 If a dispute arises between the Managing General Agent and any third party (including any premium finance company, insured or Producer) regarding the applicability and/or amount of unearned premium to be returned to an insured for any Policy, the Managing General Agent shall notify the Company.

7.11 On termination of this Agreement, all amounts in the Premium Escrow Account shall be remitted to the Company net of sums due the Reinsurer (which shall be paid to the Reinsurer) and the MGA Commission.

Article 8 **CONTROL OF EXPIRATIONS**

8.1 The use and control of expirations and renewals of policies written pursuant to this Agreement on all Subject Business (including, for the avoidance of any doubt, the use or exploitation of any lists of policyholders, brokers, Producers or sub-Producers with respect to any Subject Business written pursuant to this Agreement for renewals, marketing or other commercial revenue-producing activities) (the "Expiration and Renewal Rights") by the Managing General Agent or by the Producers appointed by the Managing General Agent shall remain the property of the Managing General Agent to the extent allowed by applicable law and contracts, provided the Managing General Agent is not in material default under this Agreement and has rendered and continues to render timely accounts and payments of all premium and other funds for which the Managing General Agent may be liable to the Company.

8.2 The Managing General Agent shall be the broker of record on all Policies produced pursuant to or under this Agreement and the Company shall not refer to or communicate any such Expiration and Renewal Rights to any other agent, broker, producer or company. In the event the Managing General Agent is in material default of its obligations hereunder and does not cure such default as required by Section 14.3, the right to use such Expiration and Renewal Rights shall vest with the Company until such time as any such accounts have been rendered and such premiums remitted. Failure to pay premium because of good faith differences in the accounting records of Managing General Agent and the Company will not be considered a failure to pay and will not give rise to a right to terminate or suspend the Expiration and Renewal Rights by the Company.

8.3 The Managing General Agent assigns to the Company as security for, but not in payment of, the obligations of the Managing General Agent under this Agreement all sums due or to become due to the Managing General Agent from any insured(s) for whom the Managing General Agent or Producer(s) provided a Policy on behalf of the Company. In the event of the Managing General Agent's uncured material default of its obligations hereunder, the Company shall have full authority to demand and collect such sums and the Managing General Agent or Agent(s) shall not be entitled to any commissions and/or Policy fees on any premium so collected by the Company.

8.4 Subject to the forgoing limitations, the Managing General Agent pledges and/or grants to the Company a security interest in any and all of the Managing General Agent's Expiration and Renewal Rights, including but not limited to, the ownership and exclusive use of such Expiration and Renewal Rights, so as to further secure payment of any and all sums due the Company under this Agreement. The Company is entitled to file the relevant portions of this Agreement as a financing statement reflecting its security interest and may also assign any rights it acquires to the Reinsurer. In the event of material uncured default, the Company shall have the rights of the holder of a security interest granted by law, including but not limited to the rights of foreclosure to effectuate such security interest, and the Managing General Agent hereby agrees to surrender possession of any such Expiration and Renewal peaceably to the Company upon demand.

8.5 The Managing General Agent shall be solely responsible for procuring any renewal, extension, or new policy of insurance that may be required by any state or rule or regulation of any state insurance department with respect to Policies originally written directly for the Company. The Managing General Agent shall indemnify the Company and hold it harmless from any loss, damage, cost, claim or expense whatsoever that the Company may incur, or for which it may

become liable, as a result of such Managing General Agent's failure, refusal or neglect to fulfill such responsibility. At renewal of any Policy issued by the Managing General Agent, the Managing General Agent shall be responsible to the insured for the renewal or non-renewal of the Policy and shall timely communicate any renewal quote or notice of non-renewal to the insured to preclude the extension of coverage beyond the expiration date of the current in-force Policy.

Article 9 INDEPENDENT CONTRACTOR RELATIONSHIP

9.1 Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, or joint venture or partnership, between the Company and the Managing General Agent, or between the Company and any employees, representatives or Producers of the Managing General Agent.

Article 10 ADVERTISING

10.1 Any advertising is the responsibility of, and shall be in the name of the Managing General Agent or its affiliate(s). The Managing General Agent shall not publish, disseminate, broadcast, distribute or transmit any advertisement, solicitation or notice referring to the Company without first obtaining the written consent of the Company, which approval shall not be unreasonably withheld, conditioned or delayed. The Managing General Agent shall submit any such proposed advertisement, solicitation or notice to the Company for approval prior to its use. The Company shall have ten (10) business days to respond to the request for approval, following which, absent comment or direction from the Company, such proposed advertisement, solicitation or notice shall be deemed approved.

10.2 The Managing General Agent shall comply with all statutes and regulations pertaining to advertising, and establish and maintain records of any such advertising as required by the applicable laws of the states in which it is doing business.

10.3 Subject to the requirements set forth in Article 4, the Managing General Agent shall maintain a centralized and complete record of any advertising material used or disseminated by the Managing General Agent pertaining to the business of this Agreement, including but not limited to, any that includes the name of the Company or its affiliates, if so authorized as herein required. The Managing General Agent shall not issue or circulate any advertising, marketing or promotional material of any kind or in any media which misrepresents the terms, benefits, or advantages of any Policy issued by the Company, or which makes any misleading statement as to the financial security of the Company or its affiliates, or which otherwise would reasonably appear to be deceptive or misleading as to Company or its Policies, or which would be in violation of law.

Article 11 PRODUCERS AND PRODUCER LICENSING

11.1 The Managing General Agent shall maintain current license(s) or certificate(s) of authority as required by law for the conduct of business pursuant to this Agreement under the Illinois Insurance Code and in each other state or territory in which such licensing is required. In the event that the Managing General Agent's license in its resident state or in any other state or territory in which such licensing is required expires or terminates, for any reason, the Managing General Agent shall immediately notify the Company of such lapse, and shall move to promptly cure same. Until the Managing General Agent shall have remedied such lapse in licensing, the Company shall

have the right to suspend or terminate the authority of the Managing General Agent to act in such jurisdiction under this Agreement.

11.2 The original source of all business produced under this Agreement shall be duly licensed and appointed Producers.

11.3 The Managing General Agent shall require that all Producers maintain appropriate license(s) to transact the type of insurance for which the Producer is appointed. The Managing General Agent shall bear sole responsibility to oversee the proper licensing of any Producer(s). Should any fines be levied against the Company as a result of the Managing General Agent accepting business from an unlicensed Producer, the Managing General Agent shall hold the Company harmless and reimburse the Company for any and all expenses so incurred including, but not limited to, legal fees, fines and penalties. The Managing General Agent shall maintain in force a producer agreement with each Producer. Any and all agreements with Producer(s) shall be made directly between the Managing General Agent and such Producer(s) only. Such agreement shall look solely to the Managing General Agent for any and all commissions, expenses, costs, causes of action and damages that arise between the Managing General Agent and such Producer(s), including, but not limited to, extra contractual obligations, arising in any manner from actions or inactions by the Producer(s) or the Managing General Agent.

11.4 Any termination by the Managing General Agent of a Producer shall comply with any applicable contract and any applicable law or regulation in a jurisdiction where the Producer is appointed.

11.5 The Managing General Agent shall immediately notify the Company of any action or threatened action by any insurance or financial regulator against the Managing General Agent or if it becomes aware, of any Producer.

11.6 In the event the Managing General Agent provides access to electronic processing of applications or for customer service to Producers, including any electronic signatures by an insured, the Managing General Agent shall include in its agreement with the Producer written obligations of the Producer to:

(1) process all policy transactions and issue all applications on the Managing General Agent's website with the effective date and time accurately reflecting the same date and time that the Policy was bound;

(2) advise the applicant that the application will utilize an electronic signature process and the acceptance and use of such electronic signature must only be elected by the applicant. Producer shall also advise the applicant that the use of an electronic signature will not be denied legal effect or enforceability solely because it is in electronic form. The applicant may choose not to conduct transactions by electronic means;

(3) provide the applicant with a copy of the completed application, endorsements, exclusions, receipt and ID cards and retain a copy of all documents delivered to applicant in Producer's files; and

(4) not make, alter, waive, modify, misrepresent or discharge any of the terms or provisions set forth in a Policy, endorsement, application, binder or the Managing General Agent's website.

11.7 The Company, in its reasonable discretion upon reasonable prior written notice to the Managing General Agent, may terminate the appointment of any Producer.

Article 12 CHANGE IN PRINCIPAL OFFICER OR DIRECTOR

12.1 The Managing General Agent shall give notice to the Company if there is a change in any principal officer and/or director of the Managing General Agent within thirty (30) days of its occurrence.

Article 13 INDEMNIFICATION

13.1 The Managing General Agent shall indemnify and hold the Company harmless from any and all claims, demands, causes of action, damages, judgments and expenses (including, but not limited to, attorney's fees and costs of court) (collectively, "Indemnifiable Claims") which may be made against the Company and which arise, either directly or indirectly, in whole or in part, out of

(1) any material breach or violation of this Agreement or applicable law or regulation in any material respect by the Managing General Agent or any of its directors, officers, managers or employees; or

(2) the failure by the Managing General Agent or any of its directors, officers, managers or employees to properly discharge its or their material duties or obligations under this Agreement or to properly observe and comply with limitations of authorities under this Agreement; or

(3) in connection with any business underwritten or bound pursuant to this Agreement.

13.2 The Company shall indemnify and hold the Managing General Agent harmless from any and all Indemnifiable Claims which may be made against the Managing General Agent and which arise, either directly or indirectly, in whole or in part, out of any material breach or violation of this Agreement or applicable law or regulation in any material respect by the Company or any of its directors, officers, managers or employees.

13.3 The parties' respective obligations provided for in Sections 13.1 and 13.2 are intended to apply in addition to the parties' other obligations under this Agreement and shall survive termination of this Agreement.

13.4 To the extent that any court, regulator or arbitration panel finds that any portion of this Agreement is unenforceable, the parties' respective obligations provided for in Sections 13.1 and 13.2 shall otherwise remain in full force and effect and the parties shall otherwise remain fully liable to hold each other fully harmless for any and all liability arising out of this Agreement or any related agreement.

Article 14 TERMINATION

14.1 This Agreement may be terminated at the beginning of any calendar quarter occurring on the date that is five (5) years after the Date of Determination (defined below) by either party providing written notice to the other at least one hundred eighty (180) days prior to such date. During the period from the date the Managing General Agent receives such notice of termination until such termination, the parties may discuss an extension or amendment of the terms of this Agreement. Any authority of the Managing General Agent shall terminate upon the date such notice of termination shall take effect, except as provided in Section 14.9 or provided otherwise in writing by the Company. Upon the request of the Company following termination, the Managing General Agent shall send, or cause to be sent, timely notices of nonrenewal or cancellation of Policies written under this Agreement, in accordance with applicable policy provisions and applicable laws and regulations. For the purpose of this Agreement, the "Date of Determination" means May 23, 2024.

14.2 This Agreement shall automatically and immediately terminate upon:

(1) any misappropriation or use in violation of this Agreement of funds or property of either party by the other party;

(2) either party (i) applying for, seeking, or consenting to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of itself or of all or a substantial part of its property or assets, (ii) becoming insolvent or admitting in writing its inability to pay its debts as such debts become due, (iii) making an assignment for the benefit of its creditors, (iv) commencing a voluntary case under, taking any action under, or seeking to take advantage of, the Bankruptcy Code (Title 11 of the United States Code), or any comparable law of any jurisdiction (foreign or domestic), or any other bankruptcy, insolvency, moratorium, reorganization or other similar law providing for the relief of debtors or affecting the enforcement of creditors' rights generally (collectively, "Bankruptcy Law"), or (v) acquiescing in writing to any petition filed against it in an involuntary case under any Bankruptcy Law;

(3) entry of any order for relief in an involuntary case under any Bankruptcy Law against either party;

(4) the insolvency or bankruptcy of the Company, or an order of liquidation of the Company by a state insurance department or court of competent jurisdiction;

(5) in the event of fraud, material misrepresentation, abandonment, or gross and willful misconduct on the part of the other party in connection herewith; or

(6) the cancellation or termination of the Reinsurance Agreement referred to in Section 2.2, except as provided in Section 14.8 and with respect to runoff as provided herein and in the Reinsurance Agreement.

14.3 The Company may terminate this Agreement by providing the Managing General Agent written notice in the event of the occurrence and continuation of one or more of the following events:

(1) the Managing General Agent ceases all business operations; or

(2) the Managing General Agent violates any representation, warranty, covenant, agreement or other provision of this Agreement in any material respect or takes any action or fails to take any action that constitutes a material breach of this Agreement or any provision hereof, and such violation or breach is not cured within thirty (30) days after the Company provides notice of such violation or breach to the Managing General Agent. The Company may suspend the underwriting authority of the Managing General Agent under this Agreement during the pendency of any cure period or of any dispute regarding the cause for termination.

In the event of the termination of this Agreement by the Company under Sections 14.2(1) or (5), or Section 14.3(2), any undisputed indebtedness of the Managing General Agent to the Company and all premiums in the possession of the Managing General Agent, or for the collection of which the Managing General Agent is responsible, shall, notwithstanding any provisions herein to the contrary, become immediately due the Company.

14.4 The Managing General Agent may terminate this Agreement upon providing the Company written notice in the event of the occurrence and continuation of one or more of the following events:

(1) the Company ceases all its underwriting operations or exits the line(s) of business which constitute the Subject Business;

(2) the Company's A.M. Best rating falls below A-, and such rating is not restored within a stated period of time as agreed to by the parties;

(3) the expiration or termination of any licenses or certificates of authority held by the Company necessary for the Company to perform its obligations under this Agreement; provided that the Company shall have forty-five (45) days to reinstate or obtain the required license(s) or certificate(s) of authority after discovery of such termination; or

(4) the Company violates any representation, warranty, covenant, agreement or other provision of this Agreement in any material respect or takes any action or fails to take any action that constitutes a material breach of this Agreement or any provision hereof, and such violation or breach is not cured within thirty (30) days after the Managing General Agent provides notice of such violation or breach to the Company.

14.5 [RESERVED].

14.6 In the event that the Company reasonably determines that the Managing General Agent is in material default hereunder, the Company may, at its sole discretion, suspend or limit the

authority of the Managing General Agent. Such suspension or modification shall be effective upon notice from the Company. The right to solicit and place new business, or renew or modify existing business, may be suspended in the event of a material default by the Managing General Agent.

The term "default" means any material breach or material failure to comply with the terms and conditions of this Agreement and includes, but is not limited to, the following:

(1) failure to remit undisputed balances due as required by this Agreement;

(2) failure to adjust claims arising from any Subject Business produced under this Agreement in accordance with this Agreement, applicable law and the Policies; and

(3) failure to maintain Producer's license(s) or other authorizations as required by any public authority to conduct the Subject Business.

The Managing General Agent shall have thirty (30) days to cure any default hereunder upon receipt of written notice of such default from the Company.

14.7 The failure of the Company or the Managing General Agent to declare promptly a default or breach of any of the terms and conditions of this Agreement shall not be construed as a waiver of any of such terms and conditions, nor estop either party from thereafter demanding a full and complete compliance herewith. All waivers of any of the terms and conditions of this Agreement must be in writing and signed by the waiving party. The failure of either party to enforce any provision of this Agreement or to declare default will not constitute a waiver by either party of any such provision. The past waiver of a provision by either party will not constitute a course of conduct or a waiver in the future as to that same provision.

14.8 The Managing General Agent acknowledges the obligation to runoff the Subject Business written under this Agreement solely at its expense until the final expiration or cancellation of all Policies and the final resolution of all claims. The runoff obligations of the Managing General Agent include, without limitation, handling all claims, handling and servicing all Policies through their natural expiration, together with any Policy renewals required to be made by provisions of applicable law, whether or not the effective date of such renewal is subsequent to the effective date of termination of the Reinsurance Agreement, reporting, and remittance of funds to the Company in accordance with this Agreement.

In the event the Managing General Agent fails in a material manner to perform its obligations under this Section 14.8, the Company may assume those obligations at the expense of the Managing General Agent. In such event, the Company will then be authorized to exercise control over the Expirations and Renewals to effect the runoff of the business. The Managing General Agent agrees that if the Company administers the runoff of any Policy(ies) as a result of the failure or refusal of the Managing General Agent to effect administration of the Policies, (i) the Company will be entitled to indemnification pursuant to Article 13 of this Agreement for any expenses incurred by the Company relating to the runoff of the Policies; (ii) no commissions will be due to the Managing General Agent relating to any such Policies; and (iii) the Managing General Agent will take such actions and provide such assistance including, but not limited to, providing the Company with data, reports and software as necessary for the runoff of such business. The Managing General Agent agrees to execute and deliver, and to cause its officers, directors,

members, managers, employees and contractors, to execute and deliver all documents and to provide all other information reasonably necessary for the Company to perform under this Section 14.8. Notwithstanding the termination of this Agreement, the provisions of this Agreement shall continue to apply to all unfinished business until all obligations and liabilities incurred by each party as a result of this Agreement have been fully performed and discharged. The term "runoff" as used herein shall mean, but not be limited to, confirming coverage under Policies, administering Policies and any required renewals thereof and endorsements thereto, providing reports to the Company as required by this Agreement, paying premiums to the Company and return premiums to policyholders, collecting all sums due, including return commissions from Producers, and such other activities as required of the Managing General Agent under this Agreement.

14.9 It is expressly agreed and understood that nothing in this Article 14 authorizes the Managing General Agent to write any new business under this Agreement should the Reinsurance Agreement terminate for new business, except the business that is required to be renewed or issued because of applicable law or regulation, as provided in Section 4.05 of the Reinsurance Agreement.

14.10 A party's exercise of its right to terminate this Agreement shall not, for the avoidance of doubt and by itself, give rise to any right, claim, or cause of action against the other party for any loss of prospective profits, commissions, earnings or income.

Article 15 REINSURANCE

15.1 The Managing General Agent shall not have the power to accept or bind risk on behalf of the Company other than as set forth herein, as set forth in the Reinsurance Agreement or as may be subsequently authorized by the Company. The Managing General Agent shall not knowingly cede, arrange, facilitate or bind reinsurance or retrocessions on behalf of the Company, commit the Company to participate in insurance or reinsurance syndicates, or collect a payment from a reinsurer or commit the Company to a claims settlement with a reinsurer.

15.2 All business coming within the scope of this Agreement shall be reinsured under the Reinsurance Agreement, as may be amended or renewed from time to time.

15.3 Any violation of the terms and/or conditions of the Reinsurance Agreement resulting in any diminution of the Reinsurer's liability to the Company shall be the sole responsibility of the Managing General Agent and the Managing General Agent shall indemnify and hold the Company harmless from any such liability.

15.4 In no event shall any breach or violation by the Managing General Agent of this Agreement preclude, invalidate or reduce the reinsurance coverage under the Reinsurance Agreement of any Policy produced by the Managing General Agent under this Agreement, including any failure of a Policy to comply with Exhibits A or B of this Agreement or Schedule A of the Reinsurance Agreement due to any action or omission of the Managing General Agent.

15.5 In the event the Reinsurer, or the Managing General Agent or its Producers, binds the Company for insurance coverage on insurance risks which are in violation of Exhibits A or B of this Agreement, or which are in excess of the policy limits set forth in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the terms of business specified in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the territory specified in Article I and Schedule A of the Reinsurance Agreement, and/or are excluded under Article I and

Schedule A of the Reinsurance Agreement, whether intentional or not, the Reinsurer and the Managing General Agent will do such things and take such actions as may be necessary to reduce the Company's exposure to such risks and to hold the Company harmless against any liability or loss which may be incurred by the Company in excess hereof. At the Company's request, the Managing General Agent, in accordance with applicable law, and policy terms, shall cancel or not renew any risk bound that is not in conformance with this Agreement or the Reinsurance Agreement. Any such insurance coverage on insurance risks bound in violation of Exhibits A or B of this Agreement, or contrary to the limitations which are in excess of the policy limits set forth in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the classes of business specified in Article I and Schedule A of the Reinsurance Agreement, and/or are not within the territory specified in Article I of the Reinsurance Agreement, and/or are excluded under Article I and Schedule A of the Reinsurance Agreement, whether intentional or not, shall be 100% reinsured and subject to the Reinsurance Agreement.

15.6 In the event the Reinsurance Agreement is terminated, the Managing General Agent shall take those actions necessary, including sending statutorily prescribed non-renewal notices to insureds in a timely manner to effectuate the intent that there be no renewals or new policies (but for those Policies required under applicable law to be renewed) after the termination of the Reinsurance Agreement.

Article 16 COMPLAINTS

16.1 All written and oral complaints and requests for assistance filed with the Managing General Agent by any regulatory authority, insured, claimant or any other interested party to a Policy or claim are to be handled by the Managing General Agent as follows:

(1) the Managing General Agent shall maintain and make available for inspection by the Company, complaint logs of all written and oral complaints and requests for assistance filed with Managing General Agent or the Company by the any regulatory agency on behalf of or directly by an insured, claimant, or any other interested party to a Policy or claim;

(2) the Company will promptly notify the Managing General Agent of any such complaints it receives in respect of the Subject Business; and

(3) the Managing General Agent shall promptly research the circumstances of each complaint and provide the Company with a written reasonable explanation of the Managing General Agent's position and intention.

The Managing General Agent agrees that it will take such commercially reasonable steps to monitor, track and study its complaint activity on a routine basis for the purpose of minimizing valid complaints and reducing causes of complaints and to further promote reasonable service standards as may be set forth in writing by the Company and delivered to the Managing General Agent from time to time.

16.2 For all other complaints, the Managing General Agent is to maintain a log and complete records of each complaint and all supporting documentation in a form mutually agreed by the parties.

16.2 The Managing General Agent acknowledges its responsibility to timely address and eliminate complaints from policyholders and third parties.

16.3 The Company shall forward to the Managing General Agent all complaints and time- demand correspondence received by the Company relevant to the Managing General Agent on this Agreement in a timely manner.

16.4 The Managing General Agent shall reasonably cooperate, at its own expense, with any audit, investigation, inquiry or examination conducted by a regulatory authority against the Company, the Reinsurer or the Managing General Agent with regard to the Subject Business and promptly notify the Company of the same, and reasonably cooperate with the Company in connection therewith.

Article 17 REQUIRED INSURANCE

17.1 For so long as this Agreement is in effect and for one (1) year after the expiration date of the last Policy produced by the Managing General Agent under this Agreement, the Managing General Agent or its affiliates shall purchase and maintain insurance of the following types and limits of liability under which the Managing General Agent shall be covered:

(1) errors and omissions insurance policy issued by insurers rated no less than "A-" by A.M. Best Company with a minimum limit per claim equal to $2,000,000 with a retention or deductible of not more than $250,000, adjusting to a minimum limit per claim equal to $5,000,000 when premium volume exceeds $50,000,000 in any one annual period, whichever is greater.

(2) fidelity bond or other coverage for the loss, theft, defalcation, embezzlement, conversion or other misappropriation of funds handled by the Managing General Agent, including its officers and directors, with limits in an amount not less than $1,000,000 per occurrence, with a per occurrence deductible of not more than $250,000. At least thirty (30) days prior to the expiration, cancellation or modification of such insurance, the Managing General Agent or its insurer shall provide written notice to the Company.

(3) commercial general liability coverage ("CGL") with limits of not less than $2,000,000 each occurrence, $2,000,000 personal and advertising liability coverage and $4,000,000 general annual aggregate.

17.2 The Managing General Agent shall name the Company as an additional insured on its CGL policy. The coverage and limits for the Company as additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance maintained by or provided to the Company.

1. All insurance policies issued in compliance with this Article shall be endorsed to require that the Company be notified at least thirty (30) days in advance in the event of cancellation, non- renewal or material change in coverage of such policies.

2. The Managing General Agent shall provide the Company with valid certificates of insurance as required in this Article 17.

Article 18 CONFIDENTIALITY

18.1 "Confidential Information" shall mean all information, whether or not reduced to written or recorded form, which (i) pertains to the Company or the Managing General Agent, any negotiations or business pertaining thereto, or any of the transactions either contemplates, including all financial, customer, and reinsurance information, and is not intended for general dissemination; (ii) is confidential or proprietary in nature (including any analyses, compilations, data, studies, notes, translations, memoranda, plans or other documents concerning the Company or any of its affiliates, any Nonpublic Information (as defined below), any Personal Information (as defined below) or any policyholder information), was provided to the party or its representatives by the Company or the Managing General Agent, as applicable, and relates directly or indirectly to either the Company or the Managing General Agent or the business of either; (iii) pertains to confidential or proprietary information of the Company or the Managing General Agent which has been labeled in writing as confidential or proprietary, or (iv) qualifies as non-public personal information or personal health information that is protected under state or federal law. The parties acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it by confidential envelope or communication, in order to preserve the confidential nature of the information. For purposes of this Section 18.1, the Company is not an affiliate of the Managing General Agent.

18.2 Except as required or compelled by a court of competent authority or other provision of applicable law, the parties shall each keep confidential and shall not disclose to others and shall use reasonable efforts to prevent its affiliates, successors, and assigns, employees and agents, if any, from disclosing all Confidential Information to others, without the prior written consent of the entity owning it.

18.3 Information which: (i) is available, or becomes available, to the public through no fault or action by such party, its agents, representatives or employees; or (ii) becomes available on a non- confidential basis from any source other than the Company or Managing General Agent, as applicable, and such source is not prohibited from disclosing such information, shall not be deemed Confidential Information.

18.4 Confidential Information and all copies thereof shall remain at all times the property of the Company or the Managing General Agent, as applicable. Each party will, upon request and at the cost of the party owning the Confidential Information, promptly return any Confidential Information to the disclosing party. Confidential Information shall include any information exchanged by the parties under a non-disclosure agreement or other agreement executed in anticipation of this Agreement.

18.5 The parties each shall (i) keep Confidential Information confidential and (ii) only collect, use, process, and disclose Confidential Information for purposes of performing obligations hereunder, enforcing rights and remedies hereunder as provided herein, or complying with applicable law. The parties each agree to comply with all applicable state and federal laws and regulations relating to the confidentiality and/or privacy of any information obtained under this Agreement relating to insureds, claimants, or others. The Managing General Agent agrees to require the same obligations from all agents, adjusters, or other third parties with whom it may contract to perform all or any part of its functions under this Agreement. This provision applies to Nonpublic Information and Personal Information as well as all other Confidential Information shared pursuant to this Agreement. The parties each agree to comply with all Applicable Privacy Laws (as defined below) in the collection, storage, use, access, disclosure, processing, and transfer of Confidential Information subject to this Agreement. The parties each agree to implement administrative, physical and technical safeguards to protect any Confidential Information of the other that are no less rigorous than accepted industry standards applicable to regulated financial services entities and as are required by any data protection, privacy, or data security laws and regulations applicable to the other, the Confidential Information, or, with respect to the Confidential Information, the Company or its affiliates ("Applicable Privacy Laws"), and to ensure that all such safeguards, including the manner in which the Confidential Information is collected, accessed, used, stored, processed, transferred, disposed of and disclosed, comply with Applicable Privacy Laws, as well as the terms and conditions of this Agreement. The parties each agree to otherwise take all reasonable precautions and protections, including the creation and maintenance of written information security policies and procedures and adequately protected information technology systems, to safeguard and protect the confidentiality of the Confidential Information of the other in accordance with this Agreement and with any Applicable Privacy Laws. Consistent with and except as prohibited by this Agreement, the Managing General Agent shall be permitted to disclose Confidential Information to its affiliates and its and their respective consultants, attorneys, actuaries and auditors, subject to such parties being subject to professional or written contractual obligations of confidentiality, privacy, and security substantially similar to those provided in this Agreement.

(1) "Nonpublic Information" has the meaning set forth in New York Department of Financial Services 23 NYCRR 500.

(2) "Personal Information" shall mean (i) any "nonpublic personal information" as such term is defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder, (ii) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, household, or an individual's electronic device, such as name, signature, address, social security number, telephone number or other unique identifier, together with any other information that relates to an individual or household who has been so identified in any format whether written, electronic or otherwise, or (iii) as such term or similar terms (e.g., personal information, personally identifiable information) are defined in Applicable Privacy Laws.

In the event either party becomes aware of any Security Breach affecting such party, such party agrees to promptly, and within twenty-four (24) hours, notify the other of such Security

Breach (with any such notification to include a detailed summary of the Security Breach that includes: data elements and number of records exposed/misused; estimates of the effects of such Security Breach; and the corrective actions to be taken), to cooperate with the other party and its affiliates and their respective representatives in investigating and remediating such Security Breach, and to use reasonable best efforts to immediately remedy such Security Breach and prevent any further Security Breach. The party subject to the Security Breach will reimburse the other party and its affiliates and their respective representatives for actual, reasonable, out of pocket costs incurred by such parties in responding to such Security Breach, including all actual, reasonable, out of pocket costs of notice and/or remediation. To the extent that such Security Breach resulted from any action or omission of a party or any breach by such party of its obligations under this Agreement, the party at such fault shall defend, hold harmless and indemnify the other party for any third party claims relating to such Security Breach. Neither party shall identify the other party in connection with any Security Breach without first obtaining such party's prior written consent. Each party further agrees to reasonably cooperate with the other party, at its own expense, in any litigation or other formal action as reasonably deemed necessary by the parties, relating to a Security Breach. If the Managing General Agent is subject to a Security Breach, then the Company reserves the right to require the Managing General Agent to implement commercially reasonable security measures and risk management procedures and requirements to resolve confidentiality and integrity issues relating to the Security Breach. "Security Breach" means any (i) actual or suspected unauthorized use, disclosure, access, acquisition of or any act or omission that compromises either the security, confidentiality or integrity of Confidential Information or Nonpublic Information or the physical, technical, administrative or organizational safeguards put in place by a party that relates to the protection of the security, confidentiality or integrity of Confidential Information or Nonpublic Information relating to this Agreement, (ii) receipt of a complaint in relation to the privacy practices of a party relating to this Agreement, or (iii) a party's breach or alleged breach of this Agreement relating to privacy practices.

18.7 With regard to: (i) the Company's Nonpublic Information and (ii) Information Systems (as defined in New York Department of Financial Services 23 NYCRR 500) that maintain, access, or process Nonpublic Information: the Managing General Agent shall comply with all requirements of 23 NYCRR 500 with regard to such Nonpublic Information and Information Systems in the same manner as is required of the Company as a covered entity under such regulations, except that the Managing General Agent shall not provide notices or filings to the Superintendent pursuant to Section 500.17 (unless the Managing General Agent independently is a "covered entity" as defined by 23 NYCRR 500). The Company has the right to periodically audit and assess the Managing General Agent's compliance with 23 NYCRR 500 upon reasonable advance notice.

The Managing General Agent shall use effective controls, including encryption of Nonpublic Information (both in transit and at rest), Multi-Factor Authentication (as defined by 23 NYCRR 500) and Risk-Based Authentication (as defined by 23 NYCRR 500), to protect against unauthorized access to Nonpublic Information and Information Systems. Multi-Factor Authentication must be utilized, at a minimum, for any individual accessing internal networks from an external network and for any remote access.

18.8 The Managing General Agent will not retain, use, or disclose Personal Information: (i) for any purpose other than to perform the services under this Agreement or (ii) outside of the direct business relationship between the Company and the Managing General Agent. The Managing

General Agent shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Personal Information to any third party for monetary or other valuable consideration. The Managing General Agent certifies that it understands the restrictions on its processing of Personal Information as set forth in this Agreement and will comply with them.

18.9 The Managing General Agent shall cause each Producer to comply with the provisions of this Article 18.

18.10 The parties acknowledge that any failure to comply with the terms of this Article 18 will cause irreparable injury to the owner of the Confidential Information, and such party may enforce its rights under this Article by way of injunction and may obtain an injunction to enjoin or restrain any breach or threat of breach of any of these provisions. Article 18 shall survive the termination of this Agreement.

Article 19 MISCELLANEOUS

19.1 The Managing General Agent is prohibited from offsetting balances due under this Agreement with any amount due under any other contract.

19.2 This Agreement (including, for the avoidance of doubt, any exhibits hereto) and the Reinsurance Agreement contain the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties hereto relating to such subject matter.

19.3 No amendments to or modifications of this Agreement shall be valid unless made in writing and executed by the Company and the Managing General Agent in the form of an amendment to this Agreement with a specified effective date.

19.4 The Company may not, directly or indirectly, assign its rights and obligations under this Agreement in whole or in part to any party without the prior written approval of the Managing General Agent. Except as provided in this Agreement, the Managing General Agent may not, directly or indirectly, assign or delegate its rights and obligations under this Agreement in whole or in part to any party without the prior written approval of the Company. The Managing General Agent agrees that its duties and obligations under this Agreement shall be due and owing also to the Company’s successors and assigns.

19.5 Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural and any term stated in the masculine, the feminine, or the neuter gender shall include the masculine, the feminine, and the neuter gender. All captions and section headings are intended to be for purposes of reference only and do not affect the substance of the articles to which they refer. The terms hereof, herein, hereby, and derivative or similar words will refer to this entire Agreement. The word “or” means “and/or” unless indicated otherwise by the context.

19.6 Each party hereto agrees to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

19.7 In the event that any of the provisions or portions thereof of this Agreement are held to be illegal, invalid or unenforceable by any court of competent jurisdiction or Arbitration, the validity and enforceability of the remaining provisions or portions thereof shall not be affected by the illegal, invalid or unenforceable provisions or by its severance here from giving effect to the extent possible of the original intent of the parties hereto as expressed in this Agreement as originally written.

19.8 Any and all notices required or permitted to be given under this Agreement shall be in writing and will be deemed given when personally delivering such notice or by sending it by a delivery service or by mailing it, certified mail, return receipt requested, to the parties' address as provided below.

To the Company:

Homesite Insurance Company of Florida
One Federal Street, Suite 400
Boston, MA 02110
Attn: Thomas Hrdlick Thomas.Hrdlick@amfam.com

To the Managing General Agent:

Bowhead Specialty Underwriters, Inc.
667 Madison Avenue, 5th Floor
New York, NY 10065
Attn: Office of General Counsel

19.9 The parties hereto hereby irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the courts of the federal courts located in the City of New York in the State of New York, for any lawsuits, actions or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, action or other proceeding except in such courts; (ii) agree and acknowledge that service of any process, summons, notice or document by mail to the address set forth in the notice provision herein shall be effective service of process for any lawsuit, action or other proceeding brought against such party in any such court; and (iii) waive any objection to the laying of venue of any lawsuit, action or other proceeding arising out of or relating to this Agreement in the courts of the City of New York in the State of New York and waive and agree not to plead or claim in any such court that any such lawsuit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

19.10 Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY WAIVES ITS RESPECTIVE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM ARISING FROM OR RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREUNDER**. The scope of this waiver is intended to encompass any and all disputes that may be filed in any court and that arise from or relate to the subject matter of this Agreement, including, without limitation, contract claims, tort claims, breach of duty claims and

all other common law and statutory claims. This waiver will apply to any subsequent amendments, renewals, supplements or modifications of or to this Agreement.

19.11 This Agreement has been made and entered into in the State of New York. This Agreement shall be governed by New York law, without regard to conflicts of law principles. As used in this Agreement the term "Applicable Law" shall include New York law, and other any law, rule, regulation, directive or judicial or administrative decision or order which applies to conduct of business under this Agreement.

19.12 This Agreement may be executed simultaneously in several counterparts, each of which will constitute one and the same instrument.

19.13 The parties mutually represent and warrant that they are not subject to any restrictive covenants that restrict their respective abilities to enter into this Agreement. The parties further represent and warrant to each other that neither they, as entities or licensees, nor, any of its owners, officers, directors, managers, members, employees or agents have been convicted of any state or federal felony involving dishonesty or breach of trust. The parties shall have a continuing obligation to notify each other in the event any owner, officer, director, manager, member, employee, or agent is convicted of such a crime, and provide the required written consent from the appropriate regulator regarding same that is compliant with all state and federal law.

19.14 Nothing in this Agreement shall be construed as requiring the Company to monitor the book of business which is the subject of the Reinsurance Agreement for the benefit of the Reinsurer.

19.15 The parties hereby acknowledge and agree that (i) each party and its counsel have reviewed and have had an opportunity to negotiate the terms and provisions of this Agreement and have contributed or have been offered the opportunity to contribute to their revisions; (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of them; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

19.16 This Agreement is not intended to confer upon any person other than the parties any rights or remedies hereunder.

[Signature Page Follows]

Company:
HOMESITE INSURANCE COMPANY OF FLORIDA

By: __/s/Lorion_____

Name: Michael Lorion

Title: President

Date: August 7, 2024

Managing General Agent:
BOWHEAD SPECIALTY UNDERWRITERS, INC.

By: _/s/ Matthew Crusey_____

Name: H. Matthew Crusey

Title: General Counsel

Date: August 7, 2024

EXHIBIT A

SUBJECT BUSINESS

[Omitted]

EXHIBIT B
UNDERWRITING GUIDELINES

Bowhead Underwriting Guidelines

[Omitted]

EXHIBIT C
MGA COMMISSION

[Omitted]

CERTIFICATE OF CHIEF EXECUTIVE OFFICER

BOWHEAD SPECIALTY HOLDINGS INC.

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Stephen Sills, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Bowhead Specialty Holdings Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. [Reserved];

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 8, 2024

/s/ Stephen Sills

Stephen Sills
Chief Executive Officer and President
(Principal Executive Officer)

CERTIFICATE OF CHIEF FINANCIAL OFFICER

BOWHEAD SPECIALTY HOLDINGS INC.

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Brad Mulcahey, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Bowhead Specialty Holdings Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. [Reserved];

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 8, 2024

/s/ Brad Mulcahey

Brad Mulcahey

Chief Financial Officer and Treasurer
(Principal Financial Officer)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Bowhead Specialty Holdings Inc. (the "Corporation") for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen Sills, Chief Executive Officer and President of the Corporation, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

Dated: August 8, 2024

/s/ Stephen Sills

Stephen Sills
Chief Executive Officer and President
(Principal Executive Officer)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Bowhead Specialty Holdings Inc. (the "Corporation") for the period ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brad Mulcahey, Chief Financial Officer and Treasurer of the Corporation, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

Dated: August 8, 2024

/s/ Brad Mulcahey

Brad Mulcahey
Chief Financial Officer and Treasurer
(Principal Financial Officer)