

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”), effective as of January 1, 2024, (the “Effective Date”), is made and entered into by and between **BROWN & BROWN ABSENCE SERVICES GROUP, LLC**, a Florida limited liability company (the “Company”), and **ORMAT TECHNOLOGIES, INC.**, a Delaware corporation (“Ormat”). Company and Ormat are sometimes referred to herein each as a “Party” and collectively, the “Parties.”

### Background

**WHEREAS** Company works with employers to identify and help their eligible employees understand the process of choosing a Medicare plan that meets their individual medical and financial needs (the “Services”); and

**WHEREAS** Ormat desires to utilize the Services of Company to identify and help their eligible employees understand the process of choosing a Medicare plan that meets their individual medical and financial needs;

**THEREFORE**, the Parties hereby agree as follows:

### Terms

#### 1. Engagement of Services.

Company will provide private consultations to each employee (or family member of employee) who provides consent, to help eligible employees understand the process how Medicare works, to identify a Medicare plan that meets their individual medical and financial needs, and what enrollment timelines and late enrollment penalties exist for each Medicare product.

- (a) On or about the first of each quarter (or other date mutually agreed upon by the Parties), Ormat will send Company a list of all current employees attaining the age of 65 three (3) months in the future (“List”).
- (b) Company will contact each employee on the List to help eligible employees understand the process of choosing a Medicare plan that meets their individual medical and financial needs.
- (c) After obtaining employee consent, Company will refer the employee to a licensed agent for a private consultation.
- (d) If at any time Company learns that the employee has or will enroll in a Medicare plan, with the appropriate authorization, they will update Ormat.
- (e) Company will provide education assistance and communication support to all employees and Human Resources teammates to create awareness of our service and drive utilization.
- (f) Company will also conduct regular Medicare webinars at Ormat’s request and schedule.

#### 2. Compensation.

During the Term (as defined below), Ormat agrees to compensate Company in an amount equal to \$0.50 per benefit eligible employee paid on a monthly basis, with a minimum monthly fee of \$250.00 and a one-time implementation fee of \$500.00.

Monthly invoices will be updated quarterly to reflect an accurate employee count. At the end of each quarter, Company will request an updated employee count via email and will use that number for the monthly invoices over the next quarter.

Company shall pay their own expenses.

### 3. Invoices

Company shall submit invoices to Ormat detailing the fees due pursuant to this Agreement within thirty (30) days from the end of the calendar month. Invoices submitted by Company to Ormat shall be payable within thirty (30) days of the invoice date.

Invoices shall be submitted to: [invoices.us@ormat.com](mailto:invoices.us@ormat.com)

### 4. Term and Termination.

Company's engagement shall continue until terminated for any reason or no reason at all by either party to this Agreement upon thirty (30) day notice to the other party.

### 5. Confidential Information.

(1) "Confidential Information" includes all information, whether or not reduced to written or recorded form, that is related to either Party or an Affiliate (as defined below) of either Party and that is not generally known or accessible to members of the public and/or competitors of either Party or an Affiliate of either Party nor intended for general dissemination and as to which the Parties and their Affiliates take reasonable steps to remain confidential, whether furnished by the Parties or their Affiliates or compiled by the Parties, including but not limited to, the financial condition, results of operations, compensation and other information regarding the Parties or their Affiliates, the personnel of the Parties or their Affiliates, the List, lists of client accounts, prospective client accounts, insurance carriers, policy forms, and/or rating information, expiration dates, information on risk characteristics, information concerning insurance markets for large or unusual risks, and records pertaining thereto. However, Confidential Information shall not include information that (i) is or becomes publicly available other than as a result of disclosure by the other Party, or (ii) is now or hereafter becomes available to a Party on a non-confidential basis from a source (other than the other Party) that is not prohibited from disclosing such information to the Party. "Affiliate" means: (i) the parent company; (ii) any subsidiary of the Parties or the parent company; or (iii) any entity directly, or indirectly, under common control with the Parties.

(2) Ormat acknowledges and agrees that the Company and its Affiliates are engaged in the highly competitive insurance business, and have expended or will expend significant sums of money and have invested, or will invest, a substantial amount of time to develop and use, and maintain the secrecy of, the Confidential Information of the Company and its Affiliates. The Company has thus obtained, or will obtain, a valuable economic asset which has enabled, or will enable, it to develop an extensive reputation and to establish long-term business relationships with its client accounts, prospective client accounts, insurance carriers, managing general agents and/or vendors. If such Confidential Information were disclosed to another person or entity or used for the benefit of anyone other than the Company or its Affiliates, the Company and/or its Affiliates would suffer irreparable harm, loss and damage. Accordingly, Ormat acknowledges and agrees that the Confidential Information of the Company and its Affiliates are, and at all times hereafter shall remain, the sole and exclusive property of the Company and its Affiliates. To protect the Confidential Information of the Company and its Affiliates, and Company employees who

depend on the Company for regular employment, Ormat will use the same degree of care to safeguard the Confidential Information as it would use to protect its own trade secrets, but not less than a reasonable degree of care. Unless the Company gives Ormat prior express permission, during Ormat's engagement and thereafter, Ormat shall not use, copy or download for Ormat's own benefit, or use, copy of download for or disclose to any competitor, client account, prospective client account, insurance carrier, managing general agent, and/or vendor of the Company or any other person, the Confidential Information as set forth herein including, without limitation, using, copying or downloading or disclosing any Confidential Information to solicit or divert any insurance business on behalf of any person or entity other than the Company.

(3) Company will keep Ormat's Confidential Information confidential and may use the same solely for the Services. Company will use the same degree of care to safeguard Ormat's Confidential Information as it would use to protect its own trade secrets, but not less than a reasonable degree of care. Company may disclose Ormat's Confidential Information to its Affiliates and/or its employees, officers, directors, partners, members, managers, agents, contractors, attorneys, accountants, and financial advisors (collectively, "Representatives") who (a) need access to such Confidential Information for the Services, (b) are informed of its confidential nature, and (c) are bound by confidentiality obligations no less protective than the terms contained herein. Company will be responsible for any breach of the confidentiality provisions of this Section 5 caused by its Representatives.

6. Amendment. Unless this Agreement provides otherwise, this Agreement cannot be altered, amended, changed, or modified in any respect or particular unless each such alteration, amendment, change, or modification shall have been agreed to by each of the Parties hereto and reduced to writing in its entirety and signed and delivered by each Party.

7. Waivers and Modifications. No waiver, failure to strictly enforce or modification of this Agreement or of any covenant, condition, or limitation in this Agreement shall be valid unless in writing and duly executed by the Party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties hereto arising out of or affecting this Agreement, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the Parties further agree that the provisions of this section may not be waived except as herein set forth.

8. Attorneys' Fees. In the event that either Party is required to bring any suit or proceeding against the other to enforce any of the provisions of this Agreement, the prevailing Party will be entitled to receive from the non-prevailing Party all reasonable attorneys' fees and costs incurred in such proceedings, including, but not limited to, all costs of investigation and litigation, including expert witness fees, depositions costs (including appearance fees and transcript charges), injunction bond premiums, reasonable travel and lodging expenses, and all other reasonable costs and expenses.

9. Notices.

Notices shall be addressed as indicated below, or to such other addressee or to such other address as may be designated by either Party:

If to Company:

Brown & Brown Absence Services Group, LLC  
701 Edgewater Drive, Suite 150  
Wakefield, MA 01880  
Attention: Gina Schreiber

If to Ormat:

Ormat Technologies, Inc.

6140 Plumas St.

Reno, NV 89519

Attention: Legal

Email: contractnotices@ormat.onmicrosoft.com

10. Assignment and Enforcement. Ormat agrees that, with Ormat's prior written consent, the Company may assign this Agreement, and/or any rights hereunder, including to any Affiliate or to any entity. Ormat further agrees to be bound by the provisions of this Agreement for benefit of the Company or any subsidiary or Affiliate thereof to which Ormat's engagement may be transferred, without the necessity that this Agreement be re-executed at the time of such transfer. The Company's assignees or successors are expressly authorized to enforce the Company's rights and privileges hereunder, including without limitation the restrictive covenants set forth in **Section 5**. Ormat may not assign or delegate Ormat's rights or obligations hereunder in whole or in part without the Company's prior written consent, with such consent not being unreasonable withheld, conditioned, or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of law principles.

12. Indemnification. Ormat shall indemnify, defend, save and hold Company and its Affiliates, and their officers, directors, employees and agents harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, reasonable attorneys' fees) which Company may incur by reason of: (i) Ormat's or its employees' or agents' failure to perform or abide by any of its duties under this Agreement; (iii) any action taken by Company at the direction of Ormat; or (iv) Ormat's violation of any of the acknowledgements, warranties or representations made by Ormat contained herein. Company shall indemnify, defend, save and hold Ormat harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, reasonable attorneys' fees) which Ormat may incur by reason of: (i) Company's or its employees' or agents' failure to perform or abide by any of its duties under the Agreement; (ii) Company's fraud or embezzlement or other financial willful misconduct related to the Agreement; or (iii) Company's violation of any of the express warranties of Company contained herein. Notwithstanding the foregoing, the Parties acknowledges and agrees that neither Party shall be liable for any action taken in good faith, and that any clerical error made by either Party in the performance of its duties under this Agreement will not be construed as negligence or gross negligence provided that Party makes a good faith attempt to correct any such error once it is discovered including payment of any regulatory fines or penalties assessed as a result of the such actions.

13. Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Company shall be an independent contractor pursuant to this Agreement. No party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of any other party hereto or to bind any other party hereto to any contract, agreement or undertaking with any third party.

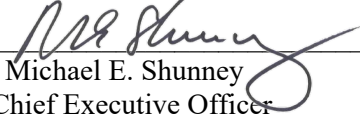
14. Liability. Neither Party shall be liable to any creditor of the other Party or its Affiliates with respect to the subject matter of this Agreement, and each Party agrees to indemnify and hold harmless the other Party from and against any and all such claims of alleged creditors and against all costs, charges and expenses (including reasonable attorney's fees and expenses) incurred or sustained by each Party in connection with any action, suit or proceeding to which it may be made a party by any alleged creditor of the other Party.

15. Miscellaneous. The waiver of or failure to strictly enforce any breach of any provision of the Agreement by Ormat, on the one hand, or the Company or, if applicable, its Affiliates, on the other hand, shall not operate or be construed as a waiver of any subsequent breach by the other Party. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the Parties, with respect to the subject matter hereof. Any prior agreement between the Parties or their respective affiliates with respect to the subject matter hereof shall be of no further force and effect, and to the extent of any such prior agreements, this Agreement shall be deemed a novation, good and sufficient consideration for which is acknowledged by all Parties hereto. This Agreement may be executed in counterparts, all of which together shall comprise one and the same instrument. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

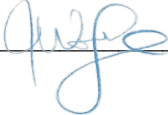
16. Negotiation of Agreement. This Agreement has been negotiated by the Parties hereto, each having had the opportunity to be represented by counsel of its choice, and no provision hereof shall be construed against any Party by reason of that Party being considered to be the drafter of such provision. Each Party represents that it has read this Agreement carefully and understands this Agreement or has relied exclusively on its counsel for an understanding of the terms and conditions herein.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Services Agreement as of the date first written above.

**BROWN & BROWN ABSENCE SERVICES  
GROUP, LLC**

By:   
Name: Michael E. Shunney  
Title: Chief Executive Officer

**ORMAT TECHNOLOGIES, INC.**

By:   
Name: Jessica Woelfel  
Title: Corporate Secretary \_\_\_\_\_