

**EXHIBIT A**  
**MUTUAL NON-DISCLOSURE AGREEMENT**  
**OCTOBER 11, 2007**

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## **MUTUAL NON-DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT (“Agreement”) is made this 11th day of October, 2007, by SunCoast Holdings, Inc., and all of its subsidiaries, affiliates and associations, with its principal place of business at 401 East Las Olas Blvd, Ft. Lauderdale, Florida, referred to hereafter as “Company,” and SunTrust Banks, Inc., and all of its subsidiaries, affiliates and associations, with its principal place of business at 303 Peachtree Street, Suite 700 in Atlanta, GA, referred to hereafter as “SunTrust.”

WHEREAS, Company wishes to evaluate a potential business opportunity with SunTrust involving SunTrust’s subsidiary Madison Insurance Company (hereinafter, the “Opportunity”) and, in connection therewith, the parties will be exchanging Confidential Information (as hereafter defined); and

WHEREAS, the parties have agreed to provide certain Confidential Information to each other and desire to protect that Confidential Information and preserve the confidential and proprietary nature of the Confidential Information and the prospective Opportunity. The providing party is referred to in this Agreement as the “Disclosing Party,” while the receiving party is referred to as the “Recipient.”

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements contained herein, including the agreement to provide Confidential Information to each other and to discuss a prospective Opportunity and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Recipient hereby agrees as follows:

- I. “Confidential Information” as used in this Agreement shall mean any and all materials, documents and information, whether oral or in written or other tangible medium or form, regarding the Disclosing Party’s business or prospective business opportunities and plans, assets, operations, finances, employees, products and prospective products, and technology including, without limitation, any and all technical and non-technical information, including patent, copyright, trade secret and proprietary information, techniques, sketches, ideas, schematics, concepts, work in process, technology, models, inventions, material data, business methods, business policies, research and/or development, drawings, know-how, processes, apparatus, equipment, algorithms, software programs, source code, object code, software source documents, and formulae related to the current, future and proposed products and services of the party. “Confidential Information” also includes, without limitation, the Disclosing Party’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, customer and supplier lists, user information, personnel matters, pricing information, business

forecasts, sales and merchandising and marketing plans and information related to the current, future and proposed products and services of the Disclosing Party.

II. (a) The Recipient acknowledges the competitive value and confidential and proprietary nature of the Disclosing Party's Confidential Information and the damage that could result to the Disclosing Party if any part of the Confidential Information or the fact that the Disclosing Party and Recipient are talking about a prospective Opportunity and nature of such Opportunity were disclosed to any third party or if the Recipient uses the Disclosing Party's Confidential Information to directly or indirectly compete with the Disclosing Party or for any other reason. Therefore, the Recipient agrees that neither it nor its Representatives (as hereinafter defined) will, directly or indirectly, (i) use the Disclosing Party's Confidential Information in any way other than for the purpose of evaluating and proposing a possible business Opportunity with the Disclosing Party and/or (ii) disclose to any person, business or entity all or any part of the Disclosing Party's Confidential Information, except as herein provided, and/or (iii) disclose to any person, business or entity either the fact that the Disclosing Party's Confidential Information has been made available or the fact that discussions or negotiations are taking place concerning a possible business Opportunity between the parties or any of the terms, conditions or other facts with respect to any possible Opportunities, including the status thereof; except that each party may make such disclosure if, upon the advice of counsel, such disclosure must be made in order to comply with applicable law, regulation or judicial process.

(b) The Recipient shall be entitled to disclose the Disclosing Party's Confidential Information to only those employees, officers, agents and advisers of the Recipient (collectively, "Representatives") necessary for evaluating the Opportunity, provided that the Recipient advises each such Representative of the obligations contained herein and that by receiving such information the Representatives are agreeing to be bound by this Agreement. The Recipient shall be responsible for any breach of this Agreement by it and/or any Representative and shall indemnify and hold the Disclosing Party harmless from any such breach.

III. The Recipient understands and agrees for itself and its Representatives that neither the Disclosing Party nor any of its affiliates, agents, advisors or representatives (a) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (b) shall have any liability whatsoever to the Recipient or its Representatives relating to or resulting from the use of the Disclosing Party's Confidential Information or any errors therein or omissions therefrom. The only information that will have any legal effect will be specifically represented in a definitive written agreement and in no event will such definitive written agreement contain any representation as to any projections.

- IV. No right or license to use the Disclosing Party's Confidential Information or other interest therein is hereby granted to the Recipient other than for the purpose of evaluating the Opportunity.
- V. The obligations of secrecy and non-disclosure set forth herein shall not apply to: (a) information which at the time of disclosure to the Recipient is in the public domain; (b) information which after disclosure to the Recipient becomes generally available to the public by publication or otherwise through no fault of the Recipient or any of its Representatives; (c) information which the Recipient or any of its Representative can demonstrate was already in the possession of the Recipient or any such Representative and which was not acquired by the Recipient or any such Representative, as the case may be, directly or indirectly from the Disclosing Party; (d) subject to Paragraph 6 below, information the Recipient is required by court order, injunction, writ, law, rule or regulation to disclose; or (e) information which the Recipient can demonstrate through competent written evidence was independently developed by or for the Recipient without use of or reliance on the Disclosing Party's Confidential Information.
- VI. In the event that the Recipient and/or its Representatives are requested or required to disclose any of the Disclosing Party's Confidential Information in an investigatory, legal, regulatory or administrative proceeding, the Recipient shall, unless legally prohibited therefrom, provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may, in its discretion, seek a protective order or other appropriate remedy. The Recipient agrees to consult and cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy. The Recipient may disclose only that portion of the Confidential Information that it is legally required to disclose.
- VII. The Recipient further agrees that, without the prior written approval of the Disclosing Party, its Representatives who have been provided Confidential Information will not, directly or indirectly for a period of twelve (12) months from the date hereof, solicit for employment any employees of the Disclosing Party with whom they have contact or about whom they learn in connection with their review of the Opportunity. Notwithstanding the foregoing, Recipient's Representatives may solicit or hire any person: (a) who responds to a public advertisement or otherwise contacts Recipient on his or her own initiative, without any direct or indirect solicitation by Recipient, (b) who has been brought to Recipient's attention by an agency, search firm or other independent third party, or (c) with whom Recipient initiates discussions regarding employment after such person is no longer an employee of the Disclosing Party.
- VIII. The Recipient shall return to the Disclosing Party upon demand any and all Confidential Information entrusted to it by the Disclosing Party pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto) or shall destroy all such Confidential Information and provide a certificate of destruction to the Disclosing Party signed

by the Recipient. The Recipient further agrees that neither it nor any Representative will copy in whole or in part any such Confidential Information without the written consent of the Disclosing Party, except for the sole use of its Representatives in carrying out their evaluation of a possible business Opportunity with the Disclosing Party.

- IX. The obligation of secrecy and non-disclosure set forth in this Agreement shall remain in effect for a period of one year from the date hereof.
- X. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and determined in accordance with the laws of the State of Florida, without giving effect to its conflict of laws, principles or rules.
- XI. The Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient or its Representatives and that in addition to all other remedies which may be available, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach and the Recipient further agrees to waive and to use its best efforts to cause its Representatives to waive any requirement for securing or posting of any bond in connection with such remedy.
- XII. This Agreement, which includes all attached exhibits referenced herein, constitutes the entire agreement between Company and SunTrust with respect to the subject matter hereof, and supersedes all proposals, oral or written, and all other communications between the parties with respect to such subject matter.
- XIII. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties as of the day and year written below.

**SUNCOAST HOLDINGS, INC.**

By: /s/ Steven M. Mariano  
Name: Steven M. Mariano  
Title: Chief Executive Officer  
Date: 10-11-07

**SUNTRUST BANKS, INC.**

By: /s/ Daniel Baltz  
Name: Daniel Baltz  
Title: Group V.P., Insurance Risk Management  
Date: 10-15-07