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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 5, 2025

KINGSTONE COMPANIES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

000-01665

(Commission
File Number)

36-2476480

(IRS Employer
Identification No.)

**120 Wood Road
Kingston, New York**

(Address of principal executive offices)

12401

(Zip code)

Registrant's telephone number, including area code (845) 802-7900

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class
Common Stock, \$0.01 par value per share

Trading Symbol(s)
KINS

Name of each exchange on which registered
NASDAQ Capital Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter):

Emerging growth company

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.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(c) On August 5, 2025, Kingstone Companies, Inc. (the “Company”) issued a press release announcing that Randy L. Patten will be joining the Company’s management team as its Chief Financial Officer effective as of August 25, 2025 (the “Effective Date”) (the “Press Release”). A copy of the Press Release is furnished as Exhibit 99.1 hereto.

Mr. Patten, age 51, has 28 years of leadership experience in the insurance industry. He previously served as Vice President, Chief Accounting Officer and Treasurer at NEXT Insurance, Inc. (“NEXT”), a property and casualty insurer. Prior to NEXT, Mr. Patten spent approximately ten years at United Fire Group, Inc. (NASDAQ: UFCS), an insurer and reinsurer, where he held a progression of senior finance roles, including Interim Co-Chief Financial Officer, Controller, and Director of Investor Relations.

Pursuant to an employment agreement entered into between the Company and Mr. Patten, (the “Employment Agreement”), which provides for a term ending August 25, 2028, Mr. Patten will be entitled to receive an annual salary of \$400,000, a bonus target equal to 25% of his base salary (with a minimum guaranteed bonus for 2025 of \$35,000) and a \$200,000 sign-on bonus, payable on the Effective Date. In addition, pursuant to the Employment Agreement, on the Effective Date, Mr. Patten will be entitled to receive, pursuant to the Company’s 2024 Equity Participation Plan, a \$600,000 restricted stock grant which will vest in three annual installments of 25%, 25% and 50%.

The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement filed as Exhibit 99.2 to this Current Report on Form 8-K, which is incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

See Item 5.02 above.

The information in the Press Release is being furnished, not filed, pursuant to this Item 7.01. Accordingly, the information in the Press Release will not be subject to the liabilities of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), nor will it be deemed incorporated by reference into any registration statement filed by the Company under the Securities Act of 1933, as amended, or any filing under the Exchange Act, unless specifically identified therein as being incorporated therein by reference. The furnishing of the information in this Current Report on Form 8-K with respect to the Press Release is not intended to, and does not, constitute a determination or admission by the Company that the information in this Report with respect to the Press Release is material or complete, or that investors should consider this information before making an investment decision with respect to any security of the Company.

Item 9.01**Financial Statements and Exhibits.**

(d) Exhibits:

- 99.1 Press release, dated August 5, 2025, issued by Kingstone Companies, Inc.
 - 99.2 Employment Agreement, dated July 23, 2025, between Kingstone Companies, Inc. and Randy Patten.
 - 104 Cover Page Interactive Data File (embedded within the inline XBRL document).
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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 hereunto duly authorized.

KINGSTONE COMPANIES, INC.

Dated: August 5, 2025

By: /s/ Meryl Golden

Meryl Golden

Chief Executive Officer and President



FOR IMMEDIATE RELEASE

Kingstone Appoints Randy L. Patten as Chief Financial Officer

KINGSTON, N.Y.— August 5, 2025-- Kingstone Companies, Inc. (Nasdaq: KINS) (the "Company" or "Kingstone"), a Northeast regional property and casualty insurance holding company, today announced the appointment of Randy L. Patten as Chief Financial Officer, effective August 25, 2025.



Mr. Patten joins Kingstone Companies, Inc. from NEXT Insurance, Inc., a California-based technology-driven property and casualty insurer, where he played a key role in NEXT Insurance's recent acquisition by ERGO Group AG, a subsidiary of MunichRe, for \$2.6 billion. At NEXT Insurance, Mr. Patten most recently served as Vice President, Chief Accounting Officer, and Treasurer. He also held the position of Chief Financial Officer for the company's U.S. insurance carrier subsidiary. Prior to NEXT Insurance, Mr. Patten spent nearly a decade at United Fire Group, Inc. (NASDAQ: UFCS), where he held a progression of senior finance roles, including Interim Co-Chief Financial Officer, Controller, and Director of Investor Relations. Earlier in his career, he spent 15 years at Transamerica Life Insurance Company/AEGON USA (NYSE: AEG), holding a variety of financial leadership positions and responsibilities across U.S. GAAP, IFRS and statutory reporting, SEC compliance, and enterprise risk management. Mr. Patten earned his Bachelor of Arts in Accounting and Business Management degree from Central College, Iowa and is based in Iowa.

As Chief Financial Officer, Mr. Patten will lead Kingstone's finance organization and his responsibilities will span GAAP and Statutory accounting, financial planning and analysis, capital management, compliance, close coordination with the legal team for SEC filings, tax, investor relations, investments and treasury functions.

Meryl Golden, President and Chief Executive Officer of Kingstone, said, "I am very pleased to welcome Mr. Patten to Kingstone. With his strong financial background, deep insurance industry knowledge, extensive prior experience as a public-company finance leader and robust understanding of capital raising and M&A matters, Mr. Patten will play a key role in providing strategic financial leadership as we pursue the next phase of Kingstone's growth in the coming years."

Mr. Patten shared, "I'm thrilled to join Kingstone at such an important time in the Company's evolution. The Company has achieved a remarkable turnaround over the last three years and is very well poised to further strengthen its market position through continued profitable growth. I look forward to working with the highly accomplished senior leadership team and the Board to support Kingstone's pursuit of its long-term goals."

About Kingstone Companies, Inc.

Kingstone is a northeast regional property and casualty insurance holding company whose principal operating subsidiary is Kingstone Insurance Company ("KICO"). KICO is a New York domiciled carrier writing business through retail and wholesale agents and brokers. KICO is actively writing personal lines and commercial auto insurance in New York, and in 2024 was the 12th largest writer of homeowners insurance in New York. KICO is also licensed in New Jersey, Rhode Island, Massachusetts, Connecticut, Pennsylvania, New Hampshire, and Maine.

Forward-Looking Statements

Statements in this press release may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, may be forward-looking statements. These statements are based on management's current expectations and are subject to uncertainty and changes in circumstances. These statements involve risks and uncertainties that could cause actual results to differ materially from those included in forward-looking statements due to a variety of factors. For more details on factors that could affect expectations, see Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Securities and Exchange Commission.

Kingstone undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Investor Relations Contact:

Karin Daly

Vice President

The Equity Group Inc.

kdaly@theequitygroup.com

EMPLOYMENT AGREEMENT, dated July 23, 2025, by and between **KINGSTONE COMPANIES, INC.**, a Delaware corporation (the “Company”), and **RANDY PATTEN** (the “Employee”).

RECITALS

WHEREAS, the Company and the Employee desire to enter into an employment agreement which will set forth the terms and conditions upon which the Employee shall be employed by the Company and upon which the Company shall compensate the Employee for his services.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. EMPLOYMENT; TERM

1.1. The Company will employ the Employee in its business, and the Employee will work for the Company therein, as its Chief Financial Officer, Vice President and Treasurer for a term commencing as of August 25, 2025 (the “Full-Time Effective Date”) and terminating on August 25, 2028 (the “Expiration Date”), subject to extension or earlier termination as hereinafter provided (the employment period, as extended or earlier terminated as provided for herein, being referred to as the “Term”). In addition, during the period from July 14, 2025 (the “Effective Date”) until the Full-Time Effective Date (the “Part-Time Period”), the Employee shall serve as a part-time employee of the Company in its accounting and finance department.

1.2. The term of this Agreement shall automatically be extended for one (1) year periods beyond the Expiration Date unless either party provides written notice to the other party, no later than four (4) months preceding the Expiration Date (or the end of the Term, if extended) of its or his desire that the term of this Agreement not be extended.

1.3. Upon the expiration of the Term or the termination of the Employee’s employment with the Company for any reason whatsoever, whether during or following the Term, he shall be deemed to have resigned all of his positions as an employee, officer and director of the Company and of each and every subsidiary thereof.

2. DUTIES

2.1. During the Term, the Employee shall serve as the Company’s Chief Financial Officer, Vice President and Treasurer and shall have and perform executive, administrative, and managerial duties customary for such a position, and such further duties of an executive character as shall, from time to time, be delegated or assigned to him by the Board of Directors of the Company (the “Board”) or the Chief Executive Officer of the Company (the “CEO”) consistent with the Employee’s position.

3. DEVOTION OF TIME

3.1. During the Term, the Employee shall expend substantially all of his working time for the Company, shall devote his best efforts, energy and skill to the services of the Company and the promotion of its interests and shall not take part in activities detrimental to the best interests of the Company. During the Part-Time Period, the Employee shall work on a part-time basis and shall devote the following number of hours per week in the aggregate for the Company and KICO (as defined below):

Week of	Number of Hours
July 14, 2025	8
July 21, 2025	8
July 28, 2025	0
August 4, 2025	16
August 11, 2025	16
August 18, 2025	20

Notwithstanding the foregoing, during the term of the Employment Agreement between Kingstone Insurance Company (“KICO”) and the Employee of even date (the “KICO Employment Agreement”), the Employee shall be entitled to devote such time as is necessary to the fulfillment of his duties and responsibilities as Chief Financial Officer, Vice President and Treasurer of KICO, it being understood and agreed that such permitted activity is subject to the reduction in Base Salary (as hereinafter defined) provided for in Section 4.2 hereof.

3.2. The Employee shall be permitted to engage in the following activities: (a) charity, social or civic work, (b) tend to personal financial and legal affairs, and (c) subject to the prior written consent of the Company (following Board approval), serve on the Board of Directors of, or advisor to, other business organizations, in each case (i.e., (a) through (c) above), provided that such activities do not interfere or conflict with his full-time services to the Company.

4. COMPENSATION

4.1. For all services to be rendered by the Employee during the Term and the Part-Time Period, and in consideration of the Employee’s representations and covenants set forth in this Agreement, the Employee shall be entitled to receive from the Company compensation as set forth in this Article 4.

4.2. During the Term, the Employee shall be entitled to receive a salary at the rate of four hundred thousand dollars (\$400,000) per annum (the “Base Salary”). During the Part-Time Period, the Employee shall be entitled to receive a proportionate amount of the Base Salary based upon a thirty-seven and one-half (37.5) hour workweek. The Base Salary amount is subject to increase on an annual basis during the Term in accordance with the program established for all KICO employees.

4.3. Subject to the terms and conditions hereof, the Employee shall also be eligible to receive from the Company, for each calendar year during the Term, a cash bonus (the “Cash Bonus”) and a restricted common stock bonus in such amounts and upon such terms and conditions as is provided for KICO senior leadership team members pursuant to the Kingstone 2025 Bonus Plan, a redacted copy of which is attached to the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 as Exhibit 10(s) (the “2025 Bonus Plan”) and any successor employee

bonus plan to the 2025 Bonus Plan adopted by the Company or KICO in its sole discretion, with a target Cash Bonus amount equal to twenty-five percent (25%) of the Base Salary. In no event will the Cash Bonus for the calendar year ending December 31, 2025 be less than thirty-five thousand dollars (\$35,000).

4.4. On or about the Full-Time Effective Date, the Company will pay to the Employee a sign-on bonus of two hundred thousand dollars (\$200,000) (the “Sign-on Bonus”). In the event that, prior to the first anniversary of the Full-Time Effective Date, the Employee’s employment with the Company is terminated by the Company for Cause (as hereinafter defined) or by the Employee without Good Reason (as hereinafter defined), the Employee shall promptly repay the Sign-on Bonus to the Company. At its option, the Company shall have the right to offset such Sign-on Bonus repayment obligation against any and all amounts payable to the Employee.

4.5. Notwithstanding the foregoing, the Base Salary, the Cash Bonus, the Sign-on Bonus and all other amounts payable to the Employee hereunder shall be reduced on a dollar-for-dollar basis to the extent of the amounts payable by KICO to the Employee with regard thereto pursuant to the KICO Employment Agreement.

5. REIMBURSEMENT OF EXPENSES

5.1. Subject to Section 5.3 hereof, the Company shall pay directly, or reimburse the Employee for, all reasonable and necessary expenses and disbursements incurred by the Employee for and on behalf of the Company in the performance of his duties during the Term.

5.2. The Employee shall periodically submit to the Company reports of such expenses and disbursements in a form and at a frequency normally used by the Company, and receipts with respect thereto, and the Company’s obligations under Section 5.1 hereof shall be subject to compliance therewith.

6. DISABILITY; INSURANCE

6.1. If, during the Term, the Employee, in the opinion of a majority of all of the members of the Board (excluding the Employee if he is a member), as confirmed by competent medical evidence, shall become physically or mentally incapacitated to perform his duties for the Company hereunder (“Disabled”) for a continuous period, then for the first three (3) months of such period he shall receive his full salary (subject to the following sentence, the “Salary Continuation Period”). In no event, however, shall the Employee be entitled to receive any payments under this Section 6.1 beyond the expiration or termination date of this Agreement. Effective with the date of his resumption of full employment, the Employee shall be re-entitled to receive his full salary. If such illness or other incapacity shall endure for a continuous period of at least three (3) months or for at least sixty (60) business days during any six (6) month period, the Company shall have the right, by written notice, to terminate the Employee’s employment hereunder as of a date (not less than thirty (30) days after the date of the sending of such notice) to be specified in such notice. The Employee agrees to submit himself for appropriate medical examination to a physician of the Company’s designation as necessary for purposes of this Section 6.1.

6.2. The obligations of the Company under this Article 6 may be satisfied, in whole or in part, by payments to the Employee under a disability insurance policy provided by the Company and/or KICO.

6.3. Notwithstanding the foregoing, in the event that, at the time of any apparent incapacity, the Company has in effect a disability policy with respect to the Employee (other than disability coverage through the New York State Insurance Fund), the Employee shall be considered Disabled for purposes of Section 6.1 only if he is considered disabled for purposes of the policy.

7. RESTRICTIVE COVENANTS

7.1. (a) The services of the Employee are unique and extraordinary and essential to the business of the Company, especially since the Employee shall have access to the Company’s customer lists, producer lists, trade secrets and other privileged and confidential information essential to the Company’s business. Therefore, the Employee agrees that, if his employment shall at any time terminate during the Term for any reason whatsoever, with or without Cause and with or without Good Reason the Employee will not at any time during the Restrictive Covenant Period (as hereinafter defined), without the prior written consent of the Company, directly or indirectly, whether individually or as a principal, officer, employee, partner, shareholder, member, manager, director, agent of, or consultant or independent contractor to, any person, corporation, limited liability company, partnership, limited partnership or other entity (collectively, “Person”):

(i) within any state in which the Company has a license to operate on the date on which the Employee ceases to be employed by the Company (the “Cessation Date”) (the “Territory”), engage or participate in a business which, as of the Cessation Date, is competitive with the business in which the Company is then engaged (“Competitive Business”) and shall not make any investments in any such Competitive Business, except that the foregoing shall not restrict the Employee from acquiring up to one percent (1%) of the outstanding voting stock of any Competitive Business whose securities are listed on a stock exchange, including Nasdaq. The parties agree that the business in which the Company is currently engaged is the Catastrophe-Exposed Homeowner’s Insurance Business (as hereinafter defined). For purposes hereof, “Catastrophe-Exposed Homeowner’s Insurance Business” means a business for which the primary focus of the company, either directly or indirectly through a subsidiary or affiliated entity, is the provision of catastrophe-exposed homeowner’s insurance. The parties agree that the following is a list of companies engaged, either directly or indirectly through a subsidiary or affiliated entity, in a Competitive Business as of the date hereof (which list the parties agree merely provides examples as of the date hereof, is not an exhaustive list and is not meant to limit what the term “Competitive Business” may mean as of the Cessation Date): Heritage, Ocean Harbor, US Coastal, HCI and SageSure;

(ii) cause or seek to persuade any director, officer, employee, customer, client, account, agent, producer, reinsurer or supplier of, or consultant or independent contractor to, the Company, or others with whom the Company has a business relationship (collectively, “Business Associates”), to discontinue or materially modify the status, employment or relationship of such Person with the Company;

(iii) cause or seek to persuade any prospective customer, client, account or other Business Associate of the Company (which at or about the Cessation Date was then actively being solicited by the Company) to determine not to enter into a business relationship with the Company or to materially modify its contemplated business relationship; or

(iv) hire, retain or associate in a business relationship with, directly or indirectly, any director, officer or employee of the Company.

The foregoing restrictions set forth in this Section 7.1(a) shall apply likewise during the Term.

(b) For purposes hereof, the term “Restrictive Covenant Period” shall mean the twelve (12) month period commencing with the Cessation Date.

7.2. The Employee agrees to timely disclose to the Board all material ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements, whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted, or otherwise protected, which the Employee, while employed by the Company, conceives, makes, develops, acquires or reduces to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Company’s business or interests, or are used or usable by the Company, or arise out of or in connection with the duties performed by the Employee (hereinafter referred to collectively as “Discoveries”). The Employee hereby transfers and assigns to the Company all right, title and interest in and to such Discoveries, including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof. On request of the Company, the Employee will, without any additional compensation, from time to time during, and after the expiration or termination of, the Term, execute such further instruments (including, without limitation, applications for copyrights, patents, trademarks and assignments thereof) and do all such other acts and things as may be deemed necessary or desirable by the Company to protect and/or enforce its right in respect of such Discoveries. All expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by the Company, but the Employee shall cooperate, at the Company’s expense, in filing and/or prosecuting any such application.

7.3. (a) The Employee represents that he has been informed that it is the policy of the Company to maintain as confidential all confidential and/or proprietary information relating to the Company, including, without limitation, any and all knowledge or information with respect to confidential methods, processes, plans, materials, customer, producer and reinsurer lists or data, or with respect to any other confidential or secret aspect of the Company’s activities, and further acknowledges that such confidential information is of great value to the Company. The Employee recognizes that, by reason of his employment with the Company, he will acquire confidential information as aforesaid. The Employee confirms that it is reasonably necessary to protect the Company’s goodwill, and, accordingly, hereby agrees that he will not, directly or indirectly (except where authorized by the Board), at any time during the Part-Time Period, the Term or thereafter divulge to any Person, or use, or cause or authorize any Person to use, any such confidential information.

(b) The Employee agrees that he will not, at any time, remove from the Company’s premises any drawings, notebooks, software, data or other confidential information relating to the business and procedures heretofore or hereafter acquired, developed and/or used by the Company, except where necessary in the fulfillment of his duties hereunder.

(c) The Employee agrees that, upon the expiration or termination of this Agreement or the termination of his employment with the Company for any reason whatsoever, he shall promptly deliver to the Company any and all drawings, notebooks, software, data and other documents and material, including all copies thereof, in his possession or under his control relating to any confidential information or discoveries, or which is otherwise the property of the Company.

(d) For purposes hereof, the term “confidential information” shall mean all information given to the Employee, directly or indirectly, by the Company and all other information relating to the Company otherwise acquired by the Employee during the course of his employment with the Company (whether on or prior to the Effective Date or hereafter), other than information which (i) was in the public domain at the time furnished to, or acquired by, the Employee, or (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Employee or others in violation of an agreement of confidentiality or nondisclosure.

7.4. For purposes of this Article 7, the term “Company” shall mean and include the Company and any and all subsidiaries and affiliated entities of the Company in existence from time to time.

7.5. In connection with his agreement to the restrictions set forth in this Article 7, the Employee acknowledges the benefits accorded to him pursuant to the provisions of this Agreement, including, without limitation, the agreement on the part of the Company to employ the Employee during the Term (subject to the terms and conditions hereof). The Employee also acknowledges and agrees that the covenants set forth in this Article 7 are reasonable and necessary in order to protect and maintain the proprietary and other legitimate business interests of the Company and that the enforcement thereof would not prevent the Employee from earning a livelihood.

7.6. Notwithstanding any other provision of this Article 7 to the contrary, the Employee may disclose confidential or proprietary information of the Company and its subsidiaries as follows: (a) disclosures to directors, officers, key employees, independent accountants and counsel of the Company and its subsidiaries as may be necessary or appropriate in the performance of the Employee’s duties hereunder, (b) disclosures that do not have a material adverse effect on the business or operations of the Company and its subsidiaries taken as a whole, (c) disclosures that the Employee is required to make by law or by any court, arbitrator or administrative or legislative body (including any committee thereof) with apparent jurisdiction to order the Employee to disclose or make accessible any information, (d) disclosures with respect to any other litigation, arbitration or mediation involving this Agreement, and (e) disclosures of any such confidential or proprietary information that is, at the time of such disclosure, generally known to and available for use by the public and not by the Employee’s wrongful act or omission.

7.7. If the Employee believes that he may be required to disclose any such confidential or proprietary information pursuant to applicable law, court order or subpoena, he shall immediately notify the Company in writing by overnight delivery, directed to the CEO, of any such perceived requirement so that the Company may seek an appropriate protective order or other appropriate remedy or waive compliance with this confidentiality requirement. The Employee shall also reasonably cooperate with the Company to obtain such a protective order or other remedy.

7.8. Notwithstanding any other provision of this Article 7 to the contrary, the Employee upon leaving the employ of the Company shall be entitled to retain (i) papers and other materials of a personal nature, including but not limited to, photographs, correspondence, personal diaries, personal contact lists, calendars and personal files, except to the extent business-related information is set forth therein, (ii) information showing his compensation or relating to his reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes, and (iv) copies of plans, programs and agreements relating to his employment, or termination thereof, with the Company.

7.9. This Agreement does not prohibit the Employee from making any disclosure required by law, communicating with, making a report to, or otherwise participating in any investigation or proceeding that may be conducted by the Company’s designated legal, compliance or human resources personnel, the Securities and Exchange Commission (“SEC”) and/or its Office of the Whistleblower, the Equal Employment Opportunity Commission (“EEOC”), the Occupational Safety and Health Administration (“OSHA”), the National Labor Relations Board (“NLRB”), or other federal, state or local government agencies or entities. The Employee is not prohibited from disclosing this Agreement or its contents, or from providing

documents or other information, to the SEC and/or the Office of the Whistleblower, EEOC, OSHA, NLRB or any other such federal, state or local governmental entity. The Employee does not need to provide notice to or obtain the prior authorization of the Board or the Company's General Counsel to make any such report or disclosure and the Employee is not required to notify the Company that the Employee has made such reports or disclosures.

7.10. Notice Under Defend Trade Secrets Act: Notwithstanding the requirements contained in this Agreement, in accordance with the Defend Trade Secrets Act (the "DTSA"), the Employee will not be held criminally or civilly liable under any federal or state trade secret law if the Employee discloses a Trade Secret (as such term is defined in the DTSA) in confidence to federal, state or local government officials, to the Employee's attorney solely for the purpose of reporting or investigating a suspected violation of law, or in a sealed complaint or other document filed in a lawsuit or other proceeding. Further, if the Employee files a lawsuit alleging retaliation by the Company for reporting a suspected violation of law, the Employee may disclose the Trade Secret to his attorney and use the Trade Secret information in the court proceeding if the Employee: (i) files the document containing the Trade Secret in a sealed court document; and (ii) does not disclose the Trade Secret, except pursuant to court order. However, if the Employee engages in conduct otherwise prohibited by law, such as, but not limited to, accessing Trade Secrets unlawfully or by unauthorized means, no immunity shall apply and the Company reserves the right to pursue all available remedies.

7.11. Notwithstanding anything to the contrary in this Agreement, the Employee has the right to:

(a) Report, respond to or cooperate with an investigation into possible violations of state or federal laws or regulations involving a governmental agency or entity including the Congress, the Department of Justice, the SEC and/or its Office of the Whistleblower (www.sec.gov/whistleblower); Office of the Whistleblower Hotline (202) 551-4790, the EEOC, the OSHA, the NLRB, and any other such federal, state or local agency. This includes reporting violations of the federal securities laws or regulations;

(b) Make disclosures that are protected by federal, state or local whistleblower laws;

(c) Cooperate in an investigation, respond to an inquiry, or provide testimony before the SEC or any other federal, state or local regulatory or law enforcement authority; and

(d) Make reports or disclosures to law enforcement or regulatory authorities without authorization from the Company, without notifying the Company that a report or disclosure will be or was made, and without revealing the substance of the report or disclosure to the Company.

The Employee will not be retaliated against for reporting to the Company or to any governmental agency or entity, including the SEC, information that the Employee reasonably believes relates to a possible violation of securities laws or for reporting misconduct. Retaliation under such circumstances is prohibited by law.

7.12. This Agreement does not prevent, interfere with or limit the Employee's ability to file a charge or complaint with, report conduct to, provide information to or participate in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administrative, the Securities and Exchange Commission or any other federal, state or local government agency or commission. The Employee agrees that, if such a charge or complaint is made, or investigation or proceeding is initiated against the Company, the Employee will not accept, be entitled to, receive, or recover any monetary damages or any other form of relief or remedy to the fullest extent permitted by law EXCEPT THAT THIS AGREEMENT DOES NOT WAIVE OR LIMIT THE EMPLOYEE'S RIGHT TO RECEIVE A MONETARY AWARD FOR INFORMATION PROVIDED TO THE SEC AS AN SEC WHISTLEBLOWER OR TO RECEIVE A MONETARY AWARD FROM ANY OTHER FEDERAL OR STATE AGENCY PURSUANT TO A SIMILAR WHISTLEBLOWER PROGRAM.

8. VACATIONS; LEAVE

8.1. Effective as of the Full-Time Effective Date, the Employee shall be entitled to an aggregate of five (5) weeks vacation time annually during the Term, the time and duration thereof to be determined by mutual agreement between the Employee and the CEO. The Employee shall be entitled to carry over any unused vacation time as provided for in KICO's employee handbook. Further, the Employee shall be entitled to the number of sick, personal, family and other days off during the Term as set forth in KICO's employee handbook.

9. PARTICIPATION IN EMPLOYEE BENEFIT PLANS; RESTRICTED STOCK GRANT

9.1. Effective as of the Full-Time Effective Date, the Employee shall be accorded the right to participate in and receive benefits under and in accordance with the provisions of any insurance, medical and dental insurance or reimbursement (with family coverage) or other plan or program of the Company or KICO either in existence as of the Full-Time Effective Date or thereafter adopted for the benefit generally of its executive employees. Additionally, in the event of the termination of the Employee's employment by the Company without Cause, or by the Employee for Good Reason, the Company or KICO shall continue to provide to the Employee health, dental, and vision insurance coverage at no cost to the Employee (with family coverage) until (a) the end of the Severance Period (as hereinafter defined) or (b) such time as the Employee becomes eligible for similar coverage through a successor employer, whichever is sooner.

9.2. For each calendar year during the Term, the Employee will be eligible to participate in the Kingstone Companies, Inc. 2024 Equity Participation Plan (or similar equity incentive plan), (the "Equity Plan"), on such basis as is determined in the discretion of the Board or an authorized committee thereof in accordance with the terms of the Equity Plan. Without limiting the generality of the foregoing, on or about the Full-Time Effective Date, the Employee will be entitled to receive, pursuant to Section 14 of the Equity Plan and a stock grant agreement dated as of the grant date, a grant of such number of shares of common stock of the Company ("Common Stock") equal to six hundred thousand dollars (\$600,000) divided by the Fair Market Value (as such term is defined in the Equity Plan) of one share of Common Stock immediately preceding the grant date, vesting as follows, based on continuous service with the Company as an employee through the applicable vesting date:

Percentage of Shares of Common Stock Granted	Vesting
25%	First anniversary of the grant date
25%	Second anniversary of the grant date
50%	Third anniversary of the grant date

Notwithstanding the foregoing, the grant will vest earlier than the dates specified in the chart above to the extent provided for in the Equity Plan, including in connection with a Change of Control (as defined in the Equity Plan).

10. SERVICE AS OFFICER AND DIRECTOR

10.1. During the Term, the Employee shall, if elected or appointed, serve as (a) an officer of the Company and/or any subsidiaries of the Company in existence or hereafter created or acquired and (b) a director of the Company and/or any such subsidiaries of the Company in existence or hereafter created or acquired, in each case without any additional compensation for such services.

11. EARLIER TERMINATION

11.1. The Employee's employment hereunder (a) shall automatically terminate upon his death, (b) may terminate at any time during the Term at the option of the Company upon written notice to the Employee for Cause or without Cause, (c) may terminate at any time during the Term at the option of the Employee upon written notice to the Company for Good Reason as provided for in Section 11.3 or without Good Reason upon not less than ninety (90) days prior written notice and (d) may terminate at the option of the Company in the event the Employee becomes Disabled, as provided for in Article 6.

11.2. As used in this Agreement, "Cause" shall mean (a) the Employee's conviction by a court of competent jurisdiction of the commission of any act in the performance of his duties constituting common law fraud or a felony, (b) the Employee's commission of any act involving moral turpitude which the Company's Board of Directors reasonably believes may have a material adverse effect on the Company and its subsidiaries taken as a whole ("Material Adverse Effect"), (c) any misrepresentation by the Employee (including, without limitation, a breach of any representation set forth in Section 13.1 hereof) which the Company's Board of Directors reasonably believes may have a Material Adverse Effect, (d) any breach of any material covenant on the Employee's part herein set forth (which breach, if curable, is not cured by the Employee within thirty (30) days of the Employee's receipt of written notice thereof from the Company), (e) the Employee's engagement in gross negligence or willful misconduct which the Company's Board of Directors reasonably believes may have a Material Adverse Effect, or (f) the unsatisfactory performance of the Employee, as reasonably determined by the CEO. The parties agree that the term "Material Adverse Effect" includes the loss or suspension of any license for the Company or KICO to operate or any disqualification or suspension for the Employee to serve as an officer or director thereof under applicable law. No act or failure to act by the Employee shall be considered "Cause" if the Employee's act or failure to act was based on authority or express direction given by the Board or the advice of counsel for the Company.

11.3. As used in this Agreement, "Good Reason" shall mean (a) any breach of any material obligation on the Company's part (which breach, if curable, is not cured by the Company within thirty (30) days of the Company's receipt of written notice thereof from the Employee), (b) a material diminution in the Employee's duties and responsibilities (other than following an event constituting Cause) in his capacity as Chief Financial Officer, Vice President and Treasurer of the Company, (c) a change in the Employee's current reporting structure (other than following an event constituting Cause), or (d) a decrease in the compensation payable to the Employee from the compensation payable pursuant to this Agreement.

11.4. In the event of the termination of the Employee's employment by the Company for Cause or by the Employee without Good Reason, the Company shall have no further obligations to the Employee, and the Employee shall be entitled to no further compensation from the Company, except (a) for any pro-rata amounts due to the Employee at such date of termination, as provided for in Section 4.2 hereof, and (b) in the case of a termination of employment by the Employee without Good Reason, for any unpaid Cash Bonus amount for the completed calendar year immediately preceding the date of termination, as provided for in Section 4.3 hereof. As an illustration of the foregoing, in the event of a termination of employment by the Employee without Good Reason on March 1, the Employee would be entitled to receive the amount payable to him pursuant to Section 4.2 hereof to March 1 and the amount, if any, payable to him pursuant to Section 4.3 hereof for the immediately preceding calendar year ended December 31. In the event of the termination of the Employee's employment by the Company for Cause or by the Employee without Good Reason, the amount to be paid to the Employee pursuant to this Section 11.4 shall constitute the sole and exclusive remedy of the Employee, and the Employee shall not be entitled to any other or further compensation, rights or benefits hereunder or otherwise.

11.5. In the event of the termination of the Employee's employment during the Term by the Company without Cause (whether or not following a Change of Control) or by the Employee for Good Reason, as liquidated damages, the Employee shall be entitled to receive the compensation to which he would have been entitled pursuant to Section 4.2 until (a) the Expiration Date or (b) twelve (12) months from the Cessation Date, whichever is later (the "Severance Period"). The compensation payable pursuant to this Section 11.5 shall be payable to the Employee in accordance with the Company's standard payroll practices as if his employment had continued. The amount to be paid to the Employee pursuant to this Section 11.5 shall constitute the sole and exclusive remedy of the Employee, and the Employee shall not be entitled to any other or further compensation, rights or benefits hereunder or otherwise other than as provided for in the stock grant agreement entered into as contemplated by Section 9.2. The provisions of this Section 11.5 are subject to the provisions of Section 11.8.

11.6. In the event of the termination of employment of the Employee during the Term based upon the Employee becoming Disabled or the death of the Employee during the Term, as liquidated damages, the Employee or the Employee's estate (the "Estate"), as the case may be, shall be entitled to receive (a) the Base Salary to which the Employee was entitled pursuant to Section 4.2 until date of termination of employment of the Employee or the date of death of the Employee; and (b) any unpaid Cash Bonus amount for the completed calendar year immediately preceding the date of termination of employment of the Employee or the date of death of the Employee, as provided for in Section 4.3. The amount to be paid to the Estate pursuant to this Section 11.6 shall constitute the sole and exclusive remedy of the Employee or the Estate and any beneficiaries thereof, as the case may be, and neither the Employee nor the Estate nor any beneficiaries thereof shall be entitled to any other or further compensation, rights or benefits hereunder or otherwise, including pursuant to this Article 11 other than as provided for in the stock grant agreement entered into as contemplated by Section 9.2.

11.7. The termination or expiration of this Agreement shall not affect the continuing operation and effect of Article 7 hereof, which shall continue in full force and effect according to its terms. In addition, the termination or expiration of this Agreement will not result in a termination or waiver of any rights and remedies that the Company may have under this Agreement and applicable law.

11.8. Notwithstanding any provision of this Agreement to the contrary, the Company's obligation to provide the payments under Section 11.5 is conditioned upon the Employee's execution and non-revocation of an enforceable release of claims in a form acceptable to the Company and his compliance with Article 7 hereof. If the Employee chooses not to execute such release, revokes his execution of such release, or fails to comply with Article 7 hereof, then the Company's obligation to provide the payments under Section 11.5 shall cease effective as of the Cessation Date. The release of claims shall be provided to the Employee no later than seven (7) days following his separation from service and the Employee must execute it within forty-five (45) days from the date of receipt. Such release shall not be effective until any applicable revocation period has expired.

12. **INJUNCTIVE RELIEF; REMEDIES**

12.1. The Employee acknowledges and agrees that, in the event he shall violate or threaten to violate any of the restrictions of Article 3 or 7 hereof, the Company will be without an adequate remedy at law and will therefore be entitled to enforce such restrictions by temporary or permanent injunctive or mandatory relief in any court of competent jurisdiction without the necessity of proving monetary damages.

12.2. The Employee agrees further that the Company shall have the following additional rights and remedies:

(i) the right and remedy to require the Employee to account for and pay over to the Company all monies and other consideration derived or received by him as the result of any transactions determined by an arbitrator or a court of competent jurisdiction to be a breach of any of the provisions of Section 7.1, and the Employee hereby agrees to account for and pay over such monies and other consideration to the Company; and

(ii) the right to recover attorneys' fees incurred in any action or proceeding in which it seeks to enforce its rights under Article 7 hereof and is successful on any grounds; provided, however, that, in the event the Employee is the prevailing party in any such action or proceeding, the Company will pay to the Employee all reasonable attorneys' fees and costs incurred by the Employee in defending such action or proceeding.

12.3. Each of the rights and remedies enumerated above shall be independent of the other, and shall be severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity.

13. **NO RESTRICTIONS**

13.1. The Employee hereby represents that neither the execution of this Agreement nor his performance hereunder will (a) violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under the terms, conditions or provisions of any contract, agreement or other instrument or obligation to which the Employee is a party, or by which he may be bound, or (b) violate any order, judgment, writ, injunction or decree applicable to the Employee. In the event of a breach hereof, in addition to the Company's right to terminate this Agreement, the Employee shall indemnify the Company and hold it harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered in connection with or as a result of the Company's entering into this Agreement or employing the Employee hereunder.

14. **ARBITRATION**

14.1. Except with regard to Section 12.1 hereof and any other matters that are not a proper subject of arbitration, all disputes between the parties hereto concerning the performance, breach, construction or interpretation of this Agreement or any portion thereof, or in any manner arising out of this Agreement or the performance thereof, shall be submitted to binding arbitration, in accordance with the rules of the American Arbitration Association. The arbitration proceeding shall take place at a mutually agreeable location in Nassau County, New York or such other location as agreed to by the parties.

14.2. The award rendered by the arbitrator shall be final, binding and conclusive, shall be specifically enforceable, and judgment may be entered upon it in accordance with applicable law in an appropriate court in the State of New York, with no right of appeal therefrom.

14.3. Each party shall pay its or his own expenses of arbitration, and the expenses of the arbitrator and the arbitration proceeding shall be borne by the Company; provided, however, that, if, in the opinion of the arbitrator (or a majority of the arbitrators if more than one), any claim or defense was unreasonable, the arbitrator(s) may assess, as part of their award, all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees) and of the arbitrator(s) and the arbitration proceeding against the party raising such unreasonable claim or defense; provided, further, that, if the arbitration proceeding relates to the issue of Cause for termination of employment, (a) if, in the opinion of the arbitrator (or a majority of the arbitrators if more than one), Cause existed, the arbitrator(s) shall assess, as part of their award, all of the arbitration expenses of the Company (including reasonable attorneys' fees) and of the arbitrator(s) and the arbitration proceeding against the Employee or (b) if, in the opinion of the arbitrator (or a majority of the arbitrators if more than one), Cause did not exist, the arbitrator(s) shall assess, as part of their award, all of the arbitration expenses of the Employee (including reasonable attorneys' fees) and of the arbitrator(s) and the arbitration proceeding (as provided for hereinabove) against the Company.

15. **CODE SECTIONS 409A, 280G AND 4999**

15.1. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code (together with the regulations and guidance promulgated thereunder, "Code Section 409A"), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the parties hereto of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Employee by Code Section 409A as a result of the Company's compliance with the terms of this Agreement.

15.2. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits constituting deferred compensation under Code Section 409A upon or following a termination of employment unless such termination of employment is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a termination of employment or like terms shall mean "separation from service." If the Employee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such "separation from service" of the Employee, and (ii) the date of the Employee's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 15.2 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified herein.

15.3. All expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Employee (provided that if any such reimbursements constitute taxable income to the Employee, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

15.4. For purposes of Code Section 409A, the Employee's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within sixty (60) days"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

15.5. In no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Code Section 409A be offset by any other payment pursuant to this Agreement or otherwise.

15.6. Notwithstanding any other provisions of this Agreement to the contrary, in the event that any payments or benefits received or to be received by the Employee in connection with the Employee's employment with the Company (or termination thereof) would subject the Employee to the excise tax imposed under Section 280G or 4999 of the Code (the "Excise Tax"), and, if the net-after tax amount (taking into account all applicable taxes payable by the Employee, including any Excise Tax) that the Employee would receive with respect to such payments or benefits does not exceed the net-after tax amount the Employee would receive if the amount of such payment and benefits were reduced to the maximum amount which could otherwise be payable to the Employee without the imposition of the Excise Tax, then, to the extent necessary to eliminate the imposition of the Excise Tax, (i) such cash payments and benefits shall first be reduced (if necessary, to zero) and (ii) all other non-cash payments and benefits shall next be reduced. The determination of whether any reduction in such payments or benefits to be provided under this Agreement or otherwise is required pursuant to the preceding sentence will be made at the expense of the Company by independent accountants or benefits consultants selected by the Company, and the Employee shall have the right to review such determination.

16. **ASSIGNMENT**

16.1. This Agreement, as it relates to the employment of the Employee, is a personal contract and the rights and interests of the Employee hereunder may not be sold, transferred, assigned, pledged or hypothecated.

17. **NOTICES**

17.1. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or courier, or e-mail, as follows:

If to the Employee:

126 Candlestick Drive NE
Mount Vernon, Iowa 52314
Email: patten.randy@gmail.com

If to the Company:

120 Wood Road
Kingston, New York 12401
Attention: CEO
Email: mgolden@kingstoneic.com

and

William Yankus
Chairman, Compensation Committee
10 Pheasant Hill Road
Farmington, Connecticut 06032
Email: wyankus@comcast.net

with a copy to:

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Attention: Fred Skolnik, Esq.
Email: fskolnik@certilmanbalin.com

or at such other address as any party shall designate by notice to the other party given in accordance with this Section 17.1.

18. **GOVERNING LAW**

18.1. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in New York without regard to conflicts of laws principles.

19. **WAIVER OF BREACH; PARTIAL INVALIDITY**

19.1. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement

shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction or arbitrators, as the case may be, are authorized to so reform such invalid or unenforceable provision, or part thereof, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

20. **ENTIRE AGREEMENT; AMENDMENT**

20.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties or commitments except as set forth herein. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the subject matter hereof. This Agreement may be amended, and any provision hereof waived, only by a writing executed by the party sought to be charged. No amendment or waiver on the part of the Company shall be valid unless approved by its Board.

21. **COUNTERPARTS**

21.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

22. **FACSIMILE AND EMAIL SIGNATURES**

22.1. Signatures hereon which are transmitted via facsimile or email shall be deemed original signatures.

23. **EXPENSES**

23.1. In addition to the right to indemnification conferred in Article Thirteenth of the Restated Certificate of Incorporation of the Company, as amended (the "Certificate of Incorporation"), and Article VII, Section 7 of the By-Laws of the Company, as amended (the "By-Laws"), the Employee shall have the right to have his expenses (including reasonable attorneys' fees) incurred in defending any action or proceeding as to which the Employee is entitled to be indemnified in advance of its final disposition advanced and paid promptly as set forth below upon incurring such expenses; provided, however, that an advancement of expenses incurred by the Employee shall be made only upon delivery to the Company of an undertaking by the Employee to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that the Employee is not entitled to be indemnified for such expenses under the Certificate of Incorporation or the By-Laws. The Company shall make advance payments of such expenses (including reasonable attorneys' fees) incurred within thirty (30) days of the Employee's presentation of an invoice for such expenses.

24. **CONSTRUCTION**

24.1. All references in this Agreement to "includes" and "including" shall be construed to include the words "without limitation."

25. **REPRESENTATION BY COUNSEL; INTERPRETATION**

25.1. The Employee acknowledges that he has been represented by counsel, or afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule of law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the Employee. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto.

26. **HEADINGS**

26.1. The headings and captions under articles and sections of this Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

KINGSTONE COMPANIES, INC.

By: /s/ Meryl Golden

Meryl Golden

President and Chief Executive Officer

/s/ Randy Patten

Randy Patten

Approved:

/s/ William Yankus

William Yankus

Chair, Compensation Committee