

RSC Insurance Brokerage, Inc. and its subsidiaries and affiliates ("Risk Strategies", "we", "us", or "our") is committed to providing its customers ("Client" or "you" or "your") with unparalleled service in insurance brokerage, risk management, and consulting services (collectively, the Services"). This Compensation Disclosure ("Disclosure") outlines our compensation practices as it relates to insurance brokerage services. Risk Strategies may from time to time enter into client services or similar agreements with Clients related to the provision of Services (each such agreement, a "Client Agreement"). In the event of a conflict between this Disclosure and any such Client Agreement, the Client Agreement shall control, but only to the extent of such conflict.

To the extent Risk Strategies is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you.

The compensation that will be paid to Risk Strategies will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on several factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Risk Strategies provides to the insurer or the profitability of insurance contracts Risk Strategies provides to the insurer also may affect compensation. Risk Strategies may accept this compensation in locations where it is legally permissible. Whether or how much insurers may pay in such compensation does not play any role in Risk Strategies' placement recommendations on behalf of its clients. More information about our compensation may be made available upon request in accordance with applicable law; please contact your Risk Strategies team to request such additional information.

Risk Strategies develops panels of insurers and vendors in certain market segments and may place your insurance or other business with members of such panels of insurers or other vendors. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. In some instances, insurers or vendors pay an administration or management fee to participate in

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the panel process or for additional reporting. In some instances, Risk Strategies may also earn a referral fee for referring your business to certain vendors

In some cases the use of a wholesale broker may be beneficial to you. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services.

As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. We may place your insurance business under an owned or affiliated managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under these Terms.

We are members of a group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with





insurers or reinsurers.

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Risk Strategies and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

In the event that you terminate your relationship with us as broker of record for any lines of coverage mid-policy period, you agree to direct carriers to continue to remit commissions to Risk Strategies on such in-force policies placed by us for the duration of the policy term (or Client Agreement term, as applicable) and that all unpaid fee amounts owed by you in respect of the applicable policy period shall be immediately and automatically accelerated without further action of any party. In the event any fee is calculated on a per employee or per member basis, such fees shall be calculated for the remainder of the term based on the number of employees (or members, as applicable) as of the date of the broker of record change.