

**1. General Terms of Business.** 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**”). All Services provided to Clients are subject to the following terms and conditions of business, as may be modified and published from time-to-time (the “**Terms**”). 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 these Terms and any such Client Agreement, the Client Agreement shall control, but only to the extent of such conflict.

**2. Our Responsibilities.** We will provide the Services to you in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the Services.

We do not provide legal, accounting or tax advice. If Risk Strategies provides information about a Client’s contracts (e.g. leases) or contractual requirements, including any suggested modifications (e.g. additions or deletions) or otherwise provides review of legal or tax documents, such information is for general reference only without warranty of any kind, express or implied, and with the understanding that Risk Strategies is not engaged in rendering legal, accounting or other professional advice. Risk Strategies, and its affiliates, cannot and do not warrant the accuracy or completeness of any information contained in such contractual review materials and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies. Such materials are intended to be used only as guides and should not be used, adopted or modified without the advice of competent legal counsel.

**3. Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the Services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in a revision to any agreed timetable and, if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and Risk Strategies will not be responsible for independently verifying the accuracy, completeness, or authenticity of any instructions or information provided to Risk Strategies by you or your designated representatives.

Clients are solely responsible for obtaining any legal or tax advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Risk Strategies under the scope and terms as provided herein, conform in all respects with applicable local, state and federal laws, rules, and regulations (including, but not limited to, ERISA, the Internal Revenue Code, state and federal securities laws and implementing regulations) and any applicable foreign laws and regulations.

You represent that you are in compliance, and will continue to comply, with all laws, rules, regulations or government authority guidance applicable to you. If we determine that any or all of the Services are or relate to operations or activities prohibited by or inconsistent with any applicable law, rule, regulation or government authority guidance, we reserves the right to immediately terminate any such Services and any Client Agreements related to the provision of such Services.

#### **4. Brokerage Terms.**

a. **Insurer Quotes.** An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can relay such changes to the applicable insurers and obtain revised quotes.

b. **Insurer Financial Strength.** Risk Strategies makes every effort to procure insurance/reinsurance for Clients with underwriters/insurance companies and intermediaries possessing the financial strength to satisfy their contractual obligations in respect of such insurance/reinsurance contracts and policies. However, Risk Strategies makes no representation regarding the financial strength of any insurer or intermediary, does not guarantee the solvency of any insurer and accepts no responsibility for any loss or damage arising out of or related to the financial failure or insolvency of any insurer or intermediary. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer’s ratings and other publicly available information for any downgrades during the term of your policy.

c. **Coverage Summaries.** Insurance coverage

summaries are provided by Risk Strategies as a convenience to our Clients. Such summaries do not include all coverage terms, conditions, limitations and exclusions and are not intended to replace or supersede insurance policies, contracts or plan documents. Clients should review policies, contracts, and plan documents carefully. Such summaries are provided solely for informational purposes and do not create a binding contract or guarantee benefits.

d. Coverage Needs. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.

e. Review of Binders, Policies & Endorsements. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

f. Claims Reporting. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may negatively impact the availability of coverage for the claim. You should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of your policies as you may need to report claims after termination of your policies. It is the Client's responsibility to promptly report and communicate actual, potential or threatened claims, changes in exposures, loss-related data and other material change in writing to Risk Strategies.

g. Changes in Coverage and/or Services. Our compensation may be revised if you request a change in the coverages and/or services we provide. If we are compensated by commissions paid by insurers, we will be entitled to retain the commissions for new coverages, revised coverages, or other material change in coverages.

h. Multi-Jurisdictional Coverage. If your insurance risks reside in more than one jurisdiction, we will work with you and insurers to determine the allocation of

premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Risk Strategies is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

i. Payment of Premium. You agree to promptly remit payment of premiums by way of immediately available funds and in no event later than the dates specified in the insurance policies, invoices, or other payment documents received from Risk Strategies or the applicable insurer or intermediary. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay any amounts due by the indicated dates. Where policies are placed on an agency-billed basis, Risk Strategies will provide you with any notices of cancellation received from carriers to facilitate remediation and payment of any applicable premiums. Where policies are placed on a direct-billed basis, it is your responsibility to review and take action in respect of any such notices of cancellation (including maintaining up to date contact information with all applicable insurers, intermediaries and Risk Strategies). We may, as a courtesy from time to time, also provide you with notice of any such notices of cancellation in respect of your direct-billed policies. However, Risk Strategies assumes no obligation or liability to provide any such notices and shall not be responsible for any consequences arising from any delay or failure by you to properly respond to any such notices, including failure to pay premiums.

j. Premium Costs. Risk Strategies does not guarantee premium prices and costs. Risk Strategies is not responsible for any discrepancy between estimated and actual premium or any losses in connection with changes or fluctuation in premium pricing.

k. Premium Financing. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Risk Strategies makes available to Clients its preferred premium finance providers for this service. Where permitted by law, we also receive a fee from the applicable premium finance providers for the services provide to the Clients who choose to utilize their services.

l. Agency-Billed Policies. We will handle any premiums you pay through us and any funds which we

receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.

m. Excess & Surplus Lines Policies. In certain circumstances, a Client's insurance policies may be placed in the excess/surplus lines market. Any such excess/surplus lines coverage will be placed pursuant to applicable state law. Clients should be aware that state insurance guaranty funds generally do not respond in the event an excess/surplus lines insurer becomes insolvent. Furthermore, policy forms, conditions, premiums, and deductibles used by excess/surplus lines insurers may be different from those found in policies used in the admitted market. Clients are responsible for all insurance premiums due and any applicable excess/surplus lines sales, use, excise or other taxes and stamping fees for excess/surplus lines insurance coverage placed by Risk Strategies. Failure to pay any premium or taxes in full by the due date indicated on an invoice may result in cancellation of coverage by the insurer.

n. Use of Client Name & Logo. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Risk Strategies use.

o. Termination of Services. Our obligation to render services to you ceases on: (a) the effective date of termination of the applicable Client Agreement(s), or (b) if you have not entered into any such agreement, the earlier of: (i) 60 days prior written notice by either party terminating the services, or (ii) with respect to any coverage subject to these Terms, the effective date of a change in your broker of record for that coverage (the "**Termination Date**"). Claims and premium or other adjustments may arise after the Termination Date, and we have no responsibility to handle such matters after our relationship ends. Such matters should be handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the Termination Date for mutually agreed additional compensation. Notwithstanding the foregoing, we will process all remaining deposit premium installments on the policy(ies) in effect on the Termination Date.

p. Conflicts of Interest. We have a large and broad base of Clients to which we provide an array of risk, insurance brokerage, and consulting services. Clients may find themselves in a position averse to that taken by another one of our clients. Some of these other clients may be direct competitors of yours or otherwise may have business interests that are contrary to your interests. It is possible that during the time that we are representing the Client, some of our present or future clients will have transactions or disputes with the Client. We may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse.

## **5. Health & Benefits Specific Terms of Business.**

a. If and to the extent that any portion of Risk Strategies' compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("**Plan**") including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You and the applicable Plan fiduciaries, and not Risk Strategies, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Risk Strategies will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any such information that Risk Strategies provides to you should not be construed as advice regarding the appropriate use of Plan assets. You and the applicable Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise in writing, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into y administrative services or similar arrangements with any third party administrator or similar party pursuant to which Risk Strategies receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.

b. Risk Strategies is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services (including, without limitation, under ERISA). You agree that the services to be performed by Risk Strategies, whether under any Client Agreement or otherwise, are ministerial and not fiduciary in nature, that Risk Strategies has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Risk Strategies is not providing any advice with respect to

products that may have an investment component, and that Risk Strategies' compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.

c. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Risk Strategies to share employee data with are authorized to receive the employee data.

d. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Risk Strategies to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

### **6. Compensation Disclosures.**

a. 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.

b. 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.

c. 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 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

**7. Confidentiality.** In the course of providing the services, both Risk Strategies and its Clients may disclose Confidential Information to one another. "**Confidential Information**" means all non-public, confidential or proprietary information disclosed before, on or after the inception of a relationship between Risk Strategies and the applicable Client, by one party (the "**Disclosing Party**") to the other party (the "**Recipient**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, but not limited to, all information concerning the Disclosing Party's past, present and future business affairs including, without limitation, finances, insurance policies, customer information, products, services, organizational structure and internal practices, employees, financial results, records and budgets, and business, marketing, development, sales and other commercial strategies, and all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for the Recipient that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing. Except as required by applicable federal, state or local law or regulation, the term Confidential Information shall not include information that:

a. at the time of disclosure is, or thereafter

becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of these Terms by the Recipient;

b. at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary or contractual obligation to the Disclosing Party;

c. was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to these Terms; or

d. was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

e. The Recipient shall protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, and shall only use the Confidential Information in connection with the Services.

Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient.

**8. Acts of Other Brokers.** Risk Strategies will not be responsible for deficiencies in any of your insurance policies, coverage and programs not placed by Risk Strategies. Risk Strategies shall not have any liability for the acts, errors and omissions of your previous/other brokers or advisors.

### **9. Limitation of Liability.**

a. **No Consequential or Indirect Damages.** IN NO EVENT SHALL RISK STRATEGIES BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THESE TERMS OR A SERVICE AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

b. Maximum Liability. IN NO EVENT SHALL Risk Strategies' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$2,000,000. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO: RISK STRATEGIES' GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT.

**10. Use of Client Information.** Risk Strategies may be required to collect and use its Client's personal information in order to provide the Services. We are committed to maintaining client's privacy and security of personal information. If You have any questions regarding Risk Strategies' privacy practices, please visit <https://www.risk-strategies.com/privacy-policy> or contact [privacy@risk-strategies.com](mailto:privacy@risk-strategies.com).

**11. Third Parties.** Unless expressly stated within these terms or the terms of an applicable Client Agreement, no person who is not a party to these Terms, any Client Agreement or any Other Agreement shall have the right to enforce any of these Terms or the terms of any Client Agreement. We accept no responsibility for any consequences arising from any third party relying on the provision of the Service to any Client. You are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon our Services. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the Services.

**12. Miscellaneous.** These Terms, together with any Client Agreement and Other Agreement, set out the complete and exclusive statement of agreement and understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. Should any provision contained in these Terms be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected. Neither party may assign or delegate any of its rights or obligations in respect of these Terms to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate and Risk Strategies reserves the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services. Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which

is not contained in these Terms or an applicable Client Agreement and each party acknowledges that it has not entered into and will not enter into any Client Agreement in reliance on any representation by the other party which is not contained in such Client Agreement or these Terms. We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.