



TERMS OF BUSINESS

This Terms of Business Agreement (“**Agreement**”) sets out the basis upon which Cavell Risk, Inc. (“**Cavell**”) agrees to provide services to you. You agree to and accept the terms of this Agreement on your own behalf and on behalf of each of your affiliates. You shall ensure that each of your affiliates, as applicable, will act on the basis that it is a party to and bound by this Agreement.

References to “we”, “us”, and “our” are references to Cavell. References to “you”, “your” and “yours” are references to you, your affiliates, and your legal representative(s). References to “insurer”, “provider” or “providers” are each references to insurers.

We may vary the terms and conditions of this Agreement at any time and we will notify you of any such changes within 30 days.

If you have a separate services agreement with Cavell, the terms of such services agreement continue to apply unamended with respect to the provision of services set forth in the applicable services agreement. In the event of a conflict between the terms of this Agreement and the applicable services agreement, the terms of the applicable services agreement shall govern.

1. About Cavell

We conduct our business through Cavell Risk, Inc. Our place of business is Roserock Place, 121 King Street West, Suite 1910, Toronto, Ontario M5H 3T9. We are licensed to carry on the business of a general insurance brokerage (or equivalent) in the following provinces and territories of Canada: British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Prince Edward Island, Nova Scotia, Yukon and Nunavut. As a holder of insurance broker licensing in the foregoing provinces and territories, Cavell is subject to the laws, regulations, and regulatory rules and guidelines of such jurisdictions.

Where we provide a customized recommendation in relation to your insurance options, we will provide you with a written statement of our understanding of your insurance needs, based upon the information provided by you before concluding an insurance contract. It is important that you notify us immediately if any of the information contained within such a written statement is inaccurate.

2. Cavell’s Go to Market Strategy and Services

As an independent general insurance broker, we act in the best interests of our clients. We will put your interests first, treat you fairly and avoid or appropriately manage conflicts of interest. In the event that a real or potential conflict of interest arises that is relevant to the placement of your policy, we will disclose this in writing and discuss this with you.

Our services may include, among other activities, advising you on your insurance needs based on the information you provide to us, arranging for quotes and placement of insurance policies (excluding policies related to the classes of life, or accident and sickness insurance) with insurers in order to meet

those needs, as well as assisting you in making changes to your insurance policies as your needs and circumstances change. Unless your policy states otherwise, we will provide you with assistance in submitting claims and obtaining reimbursement from insurers. Unless otherwise mandated by applicable law, we do not operate with our clients in a fiduciary capacity, but only as your insurance broker, obtaining a variety of coverage terms and conditions to protect the risks you are seeking coverage for. We will seek to bind those coverages based upon your direction and authorization. Only upon receipt of your instructions can we place cover for you. Cover is not in place until we have confirmed it to you in writing or we have issued a cover note to you.

Actual coverage is determined by policy language, so you should read all policies carefully. Please contact us with any questions on these or any other issues of concern.

3. Services not Provided by Cavell

We do not provide advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should obtain separate advice as you consider necessary regarding such matters.

4. How we Earn Income

In our capacity as your insurance broker, Cavell may earn income in a number of ways. Please refer to our [Compensation Disclosure Package](#) for further details relating to Cavell's compensation from insurance markets.

You have the right to ask about our remuneration as a result of us broking insurance on your behalf, and a complete copy of all relevant compensation (and other mandatory) disclosure will be provided to you prior to or at the time a quote is presented to you.

5. Your Obligations to Pay Premiums

Most providers require you to pay premium at, or prior to, commencement of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and the dates specified in our invoice(s). If payment is not made within that period, providers may cancel your policy. Providers may also require that you pay a premium in relation to the time that you have been on risk. It is, therefore, very important that you meet all payment dates. In the event that for any reason we advance payment of premium to insurers on your behalf, you will owe us an amount equal to the premium funded by us on your behalf and we will have the right to collect it from you in such circumstances (and our right to collect from you shall survive the termination of this Agreement). You must review your insurance policy carefully to understand your premium payment obligations. Please do not hesitate to contact us with any questions regarding your premium payment obligations.

6. Working with Other Insurance Brokers/Agents

You agree not to disclose information about any applications or offers produced by providers we have approached on your behalf to any third parties without our written consent.

Unless specifically agreed by us in writing, Cavell shall not be liable for and will not review any insurance policies that we did not place for you (including any other related work done for you before we became your insurance broker).

7. Your Policy Documentation

You will receive written terms and conditions of any insurance policy we arrange for you. You must carefully review all documents we give you (including policies and endorsements) and advise us immediately if such documents contain any incorrect or inaccurate information. Please pay special attention to the claims notification provisions and to any warranties and conditions, as any failure to comply with these terms may invalidate your cover.

You are responsible for selecting and checking sums insured, contract terms and contract limits. You must ensure that these are sufficient to meet your requirements. You must let us know in writing if you would like to increase or modify your insurance cover in any way.

Any coverage summaries or reports we provide are for informational purposes only, as such documents do not include all relevant terms of your insurance cover. You should always review the actual insurance contract documents.

8. Relationship Between You and Insurer(s)

When seeking a new policy of insurance or cover for additional risks or renewal under an existing policy, every insured or potential insured must disclose any material information that might influence the insurer's decision in fixing the premium or determining whether to accept the risk or the terms upon which the provider wishes to accept the risk. If you are in any doubt as to your obligations, you should contact us.

For certain types of insurance coverage, you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that all questions are answered fully, honestly and that the information you provide is complete and accurate.

Providing details that are untrue, inaccurate or incomplete may result in the refusal of a claim, alteration of policy terms, providers reducing the amount of your claim they will pay to take account of any increased premium they would have charged if you had provided accurate information and/or your policy being cancelled or treated as if it had never existed. If any of the information you provided when your insurance was placed is or becomes inaccurate, you should contact us immediately to correct the information. You agree that Cavell will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.

Should a circumstance, event or loss occur which could result in you making a claim, you should advise us of the details as soon as possible and within the time required under your contract of insurance. Failure to advise an insurer of such a circumstance, event or loss could prejudice your rights under your contract of insurance. If you are unsure whether a matter needs to be notified, please contact us.

9. Making a Claim

Where we handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt. Where premiums (including an instalment under any credit scheme) remain due from you, we may deduct the value of those premiums before remitting claims payments to you.

If this Agreement is terminated, we reserve the right to charge an additional or separate fee for any ongoing claims services performed from the date of termination. Details of any such charges will be

disclosed to you in advance so that you are able to make an informed decision before any charge becomes due or payable.

10. Insurers That We Use

In finding a suitable insurance solution that meets your requirements, we may conduct a market analysis of potential insurers. We do not guarantee the financial status of any insurer. In the event an insurer experiences financial difficulties, you may still have a liability to pay premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

11. Data Protection

You and Cavell will comply with the provisions of any applicable data protection or privacy legislation and regulations. You agree that Cavell may maintain, process and transfer information held about you (including personal information relating to identified or identifiable individuals) in order to perform services under this Agreement, and for other reasonable ancillary purposes, unless you instruct otherwise. We may retain such information and data as may be required by applicable law, regulation and in compliance with our record retention policies from time to time. Please refer to our [Privacy Policy](#) for additional details.

12. Anti-bribery, Corruption and Financial Crime

In order to comply with our requirements under Canadian anti-money laundering legislation and regulations, we are required to obtain adequate "Know Your Client" information about you. We may take further steps, including notification to the relevant authorities, conducting corporate status searches, background checks and credit checks using credit reference agencies, subject to obtaining any consent required by law, as deemed appropriate by us to fulfill our obligations under applicable law.

Certain policies may include clauses specifically dealing with international sanctions imposed on states, individuals or entities. We recommend you pay special attention to such clauses as they may affect insurance cover under your policy. You confirm you are not designated or listed under applicable sanctions and embargo laws and regulations, and that you are not (in the case of corporate entities) owned, held, controlled by, or acting on behalf of, any person designated or listed under such regulations.

13. Intellectual Property Rights

All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to you under this Agreement or prepared by or on behalf of Cavell in the course of performing the services (the "**Deliverables**"), except for any of your confidential information or materials, shall be owned by Cavell. Cavell grants you a licence to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable you to make reasonable use of the Deliverables and the services hereunder.

14. Termination

Either party may terminate this Agreement or the services hereunder, with or without cause, effective thirty (30) days after notice thereof is delivered to the other party. Cavell's obligations to render services shall terminate immediately upon termination of this Agreement for any reason, unless otherwise required by applicable law.

If we determine, in our sole discretion, that we cannot act for you (or continue to act for you) because to do so could breach any laws, regulations or professional rules, we will be entitled to terminate this Agreement with immediate effect.

In the event of termination, we reserve the right to receive and retain any commissions and/or fees payable under the terms of our agreements with the insurers in respect of the policies we have placed on your behalf, unless prohibited by applicable laws.

15. How to Make a Complaint

We value our relationship with you and we welcome feedback on the services you receive from us. Should you ever have cause to make a complaint, please do so by contacting your Cavell representative.

We will contact you promptly after receiving your complaint to acknowledge it, explain what is being done, by whom and to tell you when you can expect our full response. If you wish to deal with someone independent of the representative that has been servicing your business, please contact:

Roderick Campbell, CEO

Cavell Risk, Inc.

rod.campbell@cavellrisk.com

+1 604 657 3311

16. Cancelling a Policy of Insurance

Your insurance contract may include a cancellation clause. Please refer to your provider's policy documentation for further details. In the event of cancellation of your cover, the provider determines any return premium in relation to policies placed by us. Should you wish to cancel a policy, please contact us.

17. Limitation of Liability

Cavell shall not be liable to you for any loss or damage or other liability suffered or incurred by you by reason of the services provided by Cavell under this Agreement, unless such loss or damage was caused by (i) a material breach by Cavell of a provision of this Agreement, having a material adverse effect on the your financial condition, or (ii) any gross negligence, fraud or wilful misconduct of Cavell (collectively, "**Losses**"), and Cavell shall indemnify and hold you harmless from and against any and all Losses that you suffer or incur, subject to the terms of this Agreement. CAVELL EXPRESSLY DISCLAIMS ALL CONDITIONS, TERMS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE SERVICES PROVIDED HEREUNDER. ANY LIABILITY ARISING FROM ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO CAVELL IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE

TO THE LOSS OR DAMAGE (AND THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT). THIS CLAUSE WILL NOT APPLY TO ANY LIABILITY WHICH CANNOT LAWFULLY BE EXCLUDED OR LIMITED. IN NO EVENT SHALL CAVELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE OR EXPENSE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED THEREUNDER.

18. Right of Set-Off

Either party may, upon written notice to the other party, set off any liability it owes to the other party against any liability for which the party determines in good faith the other party is liable to such party under this Agreement, whether either liability is matured or unmatured or is liquidated or unliquidated.

19. Severability

The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions in this Agreement.

20. Notices

Notice in connection with or relating to this Agreement may be provided to us in writing and delivered to our registered office address. We shall be entitled to give you a notice under or in connection with this Agreement at your registered office address (if a company or limited liability partnership) or at your last known address (in any other case).

21. Force Majeure

Neither party shall be liable for any delay or damage caused as a result of any causes beyond its reasonable control and which by the exercise of reasonable diligence it is not able to prevent or overcome ("**Event of Force Majeure**"). Any delay caused by an Event of Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part thereof, provided that the party affected by the Event of Force Majeure notifies the other party as soon as practicable of the circumstances surrounding the Event of Force Majeure, and exercises reasonable efforts to overcome or reduce the circumstances preventing or restricting performance of its obligations.

22. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflict of laws principles.

23. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. This Agreement may not be assigned by either party without the other party's prior written consent.