

EBSG Terms of Business

EBSG, together with its/their respective subsidiaries and affiliates (collectively, "EBSG"), are committed to providing insurance brokerage, risk management, employment benefits and retirement services. The services EBSG provides to each client ("Client") will be subject to these Terms of Business in the absence of conflicting terms in a written services agreement executed by EBSG and Client. Client's direction for EBSG to render consulting, insurance/risk management consulting and/or brokerage services on its behalf shall be deemed Client's agreement to be bound by the terms contained herein.

Surplus Lines; Insurance Premiums and Related Tax Obligations

EBSG may not be able to procure insurance in the admitted marketplace on the terms and conditions specified by Client. In such event, EBSG's insurance proposal may include placements with insurer(s) not licensed to transact insurance in a particular jurisdiction and not subject to the supervision of such state's insurance department. Any such surplus lines coverage will be made pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. A state insurance guaranty fund will not respond in the event the surplus lines insurer should become insolvent. Furthermore, policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market.

Client is responsible for all insurance premiums due and any applicable surplus lines, sales, use, excise or other taxes for insurance coverage placed by EBSG. If Client fails to pay any premium in full by the due date indicated on the premium invoice, the coverage may be subject to cancellation by the insurer(s) and such nonpayment, in addition to any nonpayment of fees or expenses due to EBSG as set forth herein, shall be considered a material breach of these Terms of Business.

Accuracy and Completeness of Information

Client shall be solely responsible for the accuracy and completeness of all information furnished to EBSG and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. EBSG shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and EBSG shall be entitled to rely on such information. EBSG shall have no liability for any errors or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that are the result of, arise from, or are based, in whole or part, on inaccurate or incomplete information provided to EBSG. Client understands that the failure to provide accurate and complete information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by EBSG and shall inform EBSG of any inaccuracies, deficiencies or discrepancies contained therein.

Confidentiality; Data Protection Information Notice

EBSG and Client acknowledge that the nature of EBSG's relationship with the Client is one in which the Client may disclose to EBSG certain of the Client's information ("Information"), some of which may be of a confidential or proprietary nature, to enable EBSG to provide services to Client. Client acknowledges and consents to EBSG's use and disclosure of Information in the course of performing marketing, servicing, claims handling, risk management and/or insurance renewal services for Client.

EBSG is committed to protecting the privacy and security of Client's Information deemed to constitute personal data pursuant to applicable data privacy law or regulation. In providing regulated insurance broking

services, EBSG may receive such personal data directly from Client, in the case of an individual Client, or indirectly, in the case of a commercial Client on behalf of its employee insureds. Pursuant to applicable data protection laws, EBSG is deemed to be a “data controller”. This means that EBSG is responsible for deciding how it holds and uses personal data about Client.

EBSG may use personal data received from Client in its role as an insurance intermediary. This may include for the purposes of quotation / inception, policy administration, claims processing, renewals, marketing and other purposes necessary for the provision of insurance throughout the insurance lifecycle.

For more information, please review EBSG’s Privacy Notice available on our website. If you have any questions about the Privacy Notice or EBSG’s collection or use of Client personal data, please contact support@ebsg-us.com.

Intermediaries

When, in EBSG’s professional judgment, it is necessary or appropriate, EBSG may utilize the services of foreign or domestic intermediaries to assist in the servicing, marketing and/or placement of Client’s insurance/risk management programs. Any such intermediary shall be compensated by commissions earned on placement of Client’s policies handled by that intermediary, or by payment of a separate fee agreed to by Client and the intermediary if commissions are not properly payable on Client’s placements. Such commissions and fee shall be in addition to the compensation paid to EBSG as described herein and, if the intermediary is a EBSG affiliate, EBSG may receive a portion of earned commissions from that affiliate.

Logos

Unless otherwise instructed by Client, EBSG may, without notice to or consent by Client, use Client’s logo, pictures, and other publicly available information to effectively market Client’s insurance programs or in EBSG’s marketing materials.

Insurance Proposals and Summaries

Insurance documents prepared by EBSG containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished to Client as a matter of information for Client’s convenience. These documents are not intended to reflect the terms, conditions, limitations and exclusions of such policies, are not themselves insurance policies and do not amend, alter or extend the coverages afforded by such policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions, limitations and exclusions contained in such policies.

Use of a Particular Insurer

EBSG is not obligated to utilize any particular insurer. In addition, EBSG is not authorized to make binding commitments on behalf of any insurer, except under certain circumstances which EBSG shall endeavor to make known to Client. EBSG shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. EBSG does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. EBSG will not take any action to replace Client’s insurers unless Client instructs EBSG to do so.

No Reliance

Any reports or advice provided by EBSG should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, EBSG recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.

Responsibility for Insurance Programs

EBSG will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented or placed by another broker, including, without limitation, any acts or omissions occurring prior or subsequent to EBSG's engagement.

Relationship between the Parties

Client acknowledges and agrees that in no event shall EBSG owe any enhanced or special duties to Client, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise, except to the extent required by applicable law.

Compensation Disclosure

EBSG is committed to delivering a superior client experience through our customer-centered service model. EBSG wins and keeps clients by operating with complete integrity. We fulfill that pledge by providing full disclosure regarding EBSG's sources of income – whether received from insurance companies or third parties – to clients.

Unless applicable law or contractual agreement between EBSG and insurers states otherwise, any commission that EBSG is entitled to receive for any placements is fully earned at inception of the insurance program, and EBSG is entitled to retain such commissions in the event of a midterm cancellation of coverage or a reduction in coverage resulting in a premium adjustment.

EBSG may receive compensation in a number of ways, including: 1) commissions paid by an insurer, calculated as a percentage of premiums, or 2) negotiated fees paid by a client in lieu of, or in addition to, commissions. These commissions or fees received are for the placement/renewal of a client's insurance/risk management program, day-to-day servicing, risk control services and/or other services EBSG has agreed to provide on a client's behalf.

EBSG may also be eligible to receive other forms of compensation such as incentive or contingency payments or bonuses and/or supplemental commissions from insurance companies, intermediaries (which may be affiliated with EBSG) or other third parties as a result of being an insurance broker (collectively, "Additional Compensation").

Contingency payments or bonuses are based on the overall performance of a partial or entire book of business EBSG places with an insurance company, and EBSG's eligibility and the amount of any such compensation may vary depending on the line of business and a number of "contingent" factors related to future performance such as overall premium volume, premium growth year-over-year, persistency, profitability and/or retention targets set by the insurer. As such, a contingency payment received by EBSG from an insurer is difficult to tie back to any particular client insurance policy. Additional Compensation in the form of supplemental commission is established at the beginning of each calendar year based on EBSG's historical and current performance typically measured using some or all of the same performance factors by which contingency payments are calculated. EBSG may also receive service fees from insurers for consulting, managing general agency arrangements and/or analytics or administration services specific to an insurer including, without limitation, consulting in the development of insurer sales, product and/or

marketing plans to broaden available coverage for EBSG clients. These service fees are not tied to, dependent on or identified with any particular client or insurance placement.

EBSG may also receive interest or investment income on funds temporarily held by it, such as premiums or return premiums, service fees or other compensation from premium finance companies for administrative services provided to or on behalf of premium finance companies relative to the financing of client insurance premiums.

Please contact your EBSG representative if you have specific questions regarding the compensation EBSG receives as it relates to your account.

Modeling and Analytics Services

EBSG provides various modeling and/or data analytics services to its clients (“Modeling and Analytics Services”) and may provide such services to Client. Client authorizes EBSG to 1) disclose information it receives from Client, its insurers and/or third-party administrators to EBSG’s affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) contribute such information to benchmarking databases created by or for EBSG to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees.

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by EBSG is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by EBSG could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond EBSG’s control, actual results may differ materially from EBSG’s projections. The parties agree that EBSG shall have no liability to Client if 1) EBSG is provided inaccurate or incomplete information, or 2) actual results differ from EBSG’s projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

Limitation of Liability

IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THESE TERMS OF BUSINESS, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN THOUSAND DOLLARS (\$10,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY HEREIN INCLUDE SUCH PARTY’S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES. NOTWITHSTANDING THE FOREGOING, IF THE EXPRESS TERMS OF A FEE AGREEMENT OR CONSULTING AGREEMENT ARE INCONSISTENT WITH THIS PROVISION, THE TERMS OF THE FEE AGREEMENT OR CONSULTING AGREEMENT SHALL CONTROL AND SUPERSEDE THIS PROVISION.