

Standard Service Terms

Gibson Insurance Agency, Inc. and its affiliates, subsidiaries, and related entities (collectively “Gibson”, “We”, “Our”, or “Us”) and Client (“Client” or “You”), each a “Party” and together the “Parties” agree as follows:

Applicability and Entire Agreement

By accepting Our services, You are agreeing that you have read, understood, and accept the terms of the written proposal submitted to you (if any) and these Terms which, together, form the entire agreement between Gibson and You for all services (the “Agreement”). If Gibson and You now or hereafter execute a separate agreement however named (for example, a brokerage services agreement, consulting agreement, or business associate agreement), the provisions of each such agreement will supersede the Agreement but only for the subject matter of the applicable executed agreement.

Limitation of Liability

Neither Party shall be liable to the other Party (or to any person or entity claiming by or through a Party) for lost profits or for special, incidental, indirect, consequential, exemplary, or punitive damages arising out of or in any manner connected with the Agreement or the subject matter of the Agreement, regardless of the form of action (whether in contract, tort, breach of warranty, or otherwise), and regardless of whether or not a Party has been informed of, or

otherwise might have anticipated, the possibility of such damages.

To the fullest extent permitted by law, each Party's maximum liability for any and all damages under this Agreement, regardless of the form of action (whether in contract, tort, breach of warranty, or otherwise), shall not exceed the lesser of: (i) ten times (10X) revenues for Client for the twelve month period preceding the first claim, or (ii) \$2,000,000.

Policies, Coverages, and Claims

Any request to obtain, add or delete, modify, or cancel insurance coverages is not effective (however the request is made) until confirmed in writing by a representative of Gibson.

We are insurance professionals. Our communications are limited to insurance and risk management advice and not legal or tax advice. Please seek the advice of appropriate professional advisors. If we review a contract or lease at your request, the results are not intended to be a legal review or provide legal advice irrespective of the qualifications or licensure of the representative.

You agree to provide complete and accurate information regarding your exposures, previous loss experience and other data the insurance markets may require. You agree to update your Gibson representative regarding any new business developments, risks, operations, and geographies so that coverage gaps can be assessed.

You make the final decision with regard to insurance coverages purchased and are under no obligation to purchase insurance of any kind.

You agree to review your policies and to contact Gibson with any questions, issues or areas in need of correction. We are happy to meet with you and your employees to review. Many times, policies are sent directly from the carrier to you and we are not in a position to check them before they take effect.

In the event you have any questions or comments regarding insurance policies, you should notify us immediately, particularly if coverage differs from your expectations and/or instructions.

Refer to the actual policies for specific terms, conditions, limitations and/or exclusions that will govern in the event of a loss. Specimen copies of policies are available for review upon request.

Renewal programs may contain a requirement that You be notified in advance of a non-renewal or cancellation (other than for non-payment of premium) as required by statute or otherwise modified in the policy form. Refer to the policy for specifics.

We do not guarantee or warrant the solvency of any insurance carrier or insurance intermediary used to place Client's coverage, but will provide you with information regarding each insurance carrier in assisting you in obtaining the appropriate choice of insurance program.

You must carefully review the procedures for filing a claim during and after the policy period (including primary and excess carriers as applicable). Failure to timely or properly file a claim, or otherwise comply with claims reporting procedures, may lead to a partially or totally uncovered claim.

Employee Benefits Accounts

Gibson shall not operate as a fiduciary under ERISA. If one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and, notwithstanding any other provision of the Agreement to the contrary, the Parties agree and acknowledge that Gibson's services are not intended in any way to impose on Gibson a fiduciary status under ERISA. This Agreement shall not provide Gibson any discretionary authority or control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA, authority or control respecting management or disposition of the assets of any ERISA plan, or discretionary authority or responsibility in the administration of any ERISA plan.

Client is responsible for validating that each billing or invoice for benefit plan premiums is accurate, and that plan beneficiaries are added to benefit plans when eligible (e.g. when moving from part-time to full-time) and removed from benefit plans when not eligible (e.g. at termination of employment). Client must report discrepancies discovered to Gibson within 60 days of the eligibility or cessation of eligibility, as applicable, for plan beneficiary(ies). Gibson is not responsible for uncovered claims or additional premium.

Billing and Payment

You or Gibson may terminate the relationship for any reason, or no reason at all, by providing the other with written notice. Gibson reserves the right to terminate the relationship immediately if you: 1) fail to pay amounts when due; 2) become or are declared insolvent or bankrupt; 3) are subject to any proceeding related to your liquidation or insolvency (voluntary or involuntary) which is not dismissed within 90 calendar days or 4) make an assignment for the benefit of creditors.

You agree to provide timely payment of fees, where applicable, and premiums according to the dates specified in the policies, invoices, and other billing/payment documents. If you fail to make payments in a timely matter, the relationship may be terminated, and you may additionally sustain a lapse in or loss of coverage. If the relationship is terminated for nonpayment, you authorize Gibson to arrange for the cancellation of all insurance placements and to use any refunds for the payment of outstanding fees due to Gibson. However, in the event insurance placements are cancelled and after refunds are applied to outstanding payments, you still may owe us compensation for services performed, pursuant to the payment schedule detailed in the letter of engagement, which we will seek to collect.

We may receive and retain interest on the premiums you pay from the time we receive the payment to when we pay the insurers or intermediaries. The compensation for services detailed in the letter of engagement is exclusive of federal, state and sales taxes, and any other similar taxes and charges. You will pay any taxes applicable to the price of our services.

Intellectual Property

Gibson may include your name and company logo on a client list or promotional/sales materials which may be distributed or published from time to time.

All works of authorship, including, but not limited to, marketing materials, designs, plans, specifications, programs, computer output, reports, data, findings, methods, analysis, data and memorandum of every description, conception, improvement, discovery and any intellectual property rights associated therewith ("Work Product") which are developed and utilized by Gibson in connection with this Agreement, together with all derivative works and enhancements thereto, are and remain the property of Gibson; provided, however, that Client shall have a limited, non-transferrable, non-sublicensable, non-exclusive license to use and exploit any Work Product delivered by Gibson in connection to this Agreement solely for its own internal purposes during the Contract Term of this Agreement (the "Limited License"). This shall include (i) all software, hardware, technology, documentation and information provided by Gibson in connection with the claim and risk control services; (ii) all ideas, know-how,

methodology, models and techniques that may be developed, conceived, or invented by Gibson during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Gibson expressly reserves all rights in the Gibson intellectual property. Upon the expiration or termination of this Agreement for any reason, the Limited License will automatically expire. Notwithstanding the foregoing, Gibson shall acquire no ownership rights in the intellectual property of Client in any material provided by Client to Gibson in connection with this Agreement.

Miscellaneous

To the fullest extent permitted by law, the Parties agree that neither Party shall be liable for any claim first-made more than two years after the cause of action accrues.

Neither party shall be held responsible if the fulfillment of any obligation is delayed or prevented by any cause not within the control of the party with whose performance is interfered, and which, by the exercise of reasonable diligence, the party is unable to prevent.

Each term is intended to be severable. If any court of competent jurisdiction determines that one or more of our terms, or any part thereof, is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair any other terms which shall be given full force and effect while being construed as if such invalid, illegal, or unenforceable term had not been contained within it. If the scope of any term is found to be too broad to permit enforcement of such term to its full extent, you consent to judicial modification of such term and enforcement to the maximum extent permitted by law.

The validity, interpretation, performance, and enforcement of our terms and our relationship shall be governed by the substantive laws of the State of Ohio. If legal action is brought at any time based on any controversy or claim arising out of our terms or our relationship, you agree to submit to the jurisdiction and venue of state or federal courts sitting in Cuyahoga County, Ohio, and agree that such courts shall have exclusive jurisdiction and venue of such action. You further agree that the last act of entering into these Terms shall be deemed to have occurred in the State of Ohio.

You agree to provide us with your current email address so we can send you notices and other documents via email or notify you that documents are available for your review. You also agree to update your account and notify us of any change in your email address.

Our terms do not and are not intended to confer any rights or remedies upon any person other than the Parties.