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# BUSINESS PROTOCOLS

# CLIENT BOOKLET

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**TABLE****OF CONTENTS**

<b>1 WELCOME AND INTRODUCTION .....</b>	<b>2</b>
1.1 Our Commitment.....	2
<b>2 OUR SERVICE STANDARDS .....</b>	<b>2</b>
2.1 Establishing Your Needs.....	2
2.2 Sourcing and Arranging Your Cover .....	2
2.3 Selection and Solvency of Insurers.....	3
2.4 Documentation and Confirmation .....	3
2.5 Taxes, Duties, and Other Charges .....	4
2.6 Amendments.....	4
2.7 Premium Payment Terms.....	4
2.8 Methods of Payment.....	4
2.9 Receipt and Holding of Client Funds .....	5
<b>3 CLIENT ONBOARDING AND DUTIES.....</b>	<b>5</b>
3.1 Compliance with Sanctions and Measures .....	5
3.2 Verifying Your Identity.....	6
3.3 How to Review and Sign Documents.....	7
3.4 Record Maintenance.....	7
3.5 Your Duty of Disclosure .....	8
3.6 Communications by Email .....	8
<b>4 REMUNERATION AND OTHER INCOME .....</b>	<b>10</b>
<b>5 CLAIMS SERVICES .....</b>	<b>11</b>
5.1 Claims Handling .....	11
5.2 Professional Competence .....	11
5.3 Collaboration and Support.....	11
<b>6 CODES OF CONDUCT .....</b>	<b>12</b>
6.1 Our Code of Conduct .....	12
6.2 Transparency, Compensation, and Disclosure .....	13
6.3 Conflicts of Interest .....	13
6.4 Complaints and Regulatory Recourse .....	14
<b>7 PRIVACY AND CONFIDENTIALITY .....</b>	<b>16</b>
<b>8 CONTACT DETAILS.....</b>	<b>18</b>

# 1 WELCOME AND INTRODUCTION

Wilson M. Beck Insurance Services (“WMB”) and its affiliated entities have several convenient locations in which we may service the needs of our clients. Each entity is its own separate legal entity and is independently owned and operated.

Unless otherwise agreed to in writing, this Client Booklet on Business Protocols (“Client Booklet”) sets out the basis of our engagement and the scope of the professional services we will provide in arranging each contract of insurance or surety on your behalf. Within this document, you will find key practices, procedures, and general information about our approach to arranging insurance or surety services; we encourage you to carefully read the entirety of this Client Booklet to better understand key aspects about your relationship with WMB. If you prefer not to proceed under the terms outlined in this document, please notify us in writing before we arrange any insurance or surety on your behalf.

## 1.1 Our Commitment

At WMB, our objective is to provide trusted, professional insurance solutions while upholding the highest standards of client care, privacy, and ethical conduct. This Client Booklet outlines the protocols and service standards that guide our relationship with you. We are committed to acting in your best interests when arranging insurance, surety, and other related services, and delivering professional, knowledgeable, and high-quality insurance and risk management services. All work that we have agreed to undertake on your behalf will be delivered in accordance with your instructions and with the highest degree of professionalism and care.

# 2 OUR SERVICE STANDARDS

To ensure effective management of your insurance and surety requirements, we will assign a dedicated team member to oversee your account. This individual will serve as your primary contact and will be supported by other employees to assist in the delivery of our services. Our objective is to offer responsive, accountable, and personalized service throughout our engagement.

## 2.1 Establishing Your Needs

Prior to engaging with insurers or surety providers on your behalf, it is imperative that we understand your specific risk profile and coverage needs. During this period, we will work with you to collect, organize, and prepare all relevant risk or financial information necessary for presentation to appropriate insurer or surety markets. This process ensures that we represent your interests accurately and comprehensively.

## 2.2 Sourcing and Arranging Your Cover

Once we have identified your needs, we will approach selected insurer(s) or surety providers on your behalf to obtain competitive quotes and recommend coverage structures that, in our professional opinion, provide the most effective protection for your needs. We will present these options and clearly

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convey the terms and conditions so you may make an informed decision on whether to proceed with the insurance or surety. Once confirmed, we will take the necessary steps to advance your instructions and, subject to available insurance markets, place the required insurance with diligence and within the agreed upon timeframes, ensuring that coverage is in place by the intended inception, renewal, or extension date. If, at any point, we are unable to effectuate your instructions, we will notify you without delay.

### 2.3 Selection and Solvency of Insurers

We select insurers based on our expertise and experience in the relevant market sectors, their products, and our preference to work with a select group of reputable insurers in each sector. This enables us to continue acting in the best interests of our clients by building strong trading relationships while considering the financial stability of insurers. We make all reasonable efforts to monitor publicly available information and evaluate the financial stability of insurers, selecting only those that meet the established threshold for satisfactory financial standing. In recognition of the fact that the financial stability of any insurer(s) may change after the policy's inception, we accept no responsibility for the financial standing or performance of any insurer(s) and will not be liable if any insurer(s) are unable to, for any reason, fulfill their obligations to you. Additionally, we do not commit to notifying you of any changes to the financial standing of any insurer(s), neither before nor after the policy begins. Concerns regarding the financial stability of any insurer(s) subscribing to your policies should be directed to us at the earliest opportunity; we will explore with you the possibility of negotiating a security default clause within the terms of your insurance. The inclusion of such clauses may grant you, the insured, the right to cancel the policy if an insurer becomes insolvent or if their rating drops below an unacceptable level. While there is no guarantee that a particular insurer would agree to such a security default clause, please discuss this with your broker should you have any concerns and wish to explore this option.

### 2.4 Documentation and Confirmation

Following confirmation of coverage, we will communicate the details of the placement to you using your preferred method of communication. We will also ensure that the relevant documentation is issued promptly and that it accurately reflects the terms and conditions agreed upon.

#### *Placement Summary*

We may issue a summary or confirmation of cover, which outlines the key terms of the insurance or surety arrangement and the names of the providers involved. If formal policy documents, certificates, or surety bonds are issued promptly by the insurer or provider, a separate confirmation may not be necessary unless specifically requested. We encourage you to review this document carefully and satisfy yourself that it is in

accordance with your understanding and instructions. Please advise us of any discrepancy immediately.

#### *Invoice*

You will receive a detailed invoice that clearly identifies the premium charged by the insurer or surety, along with any applicable fee(s) agreed upon with us. If premiums are to be paid directly to the provider, this will be noted in the invoice or accompanying correspondence.

### *Policy Documents, Surety Bonds, and Certificates*

We will obtain and forward to you the formal policy, certificate, or surety bond documentation as soon as practicable. These documents serve as

the official record of the terms of your coverage and will supersede any prior summaries or placement confirmations.

### **2.5 Taxes, Duties, and Other Charges**

Where we are authorized to collect and remit applicable provincial or harmonized sales taxes related to insurance premiums or our services, these charges will be reflected on your invoice. While we may provide you with an overview of the tax implications across Canada, please note that we do not hold ourselves out as professional tax advisors on these matters; we strongly recommend that you consult with qualified tax professionals with expertise in Canadian tax law to review any tax-related aspects of your business.

### **2.6 Amendments**

If any subsequent amendments to the terms of your insurance or surety are required, please notify us at the earliest opportunity by specifying the required change(s) and providing supporting documentation and relevant information. As outlined in section **3.5 Your Duty of Disclosure**, the obligation to disclose material information is reengaged when any amendment(s) to your insurance or surety policy are proposed.

### **2.7 Premium Payment Terms**

All premiums are due and payable upon receipt of our invoice and must be paid promptly to prevent any potential cancellation for non-payment of insurance premium. All premium payments must be made in the same currency in which they have been invoiced to you. Premium financing terms with independent premium financing firms may also be available upon request. Note that insurers may stipulate special premium payment terms or warranties which, if unmet, may adversely affect the validity of the insurance coverage. We will advise you as to when these special payment terms or warranties apply and any corresponding impact it may have on payment terms.

### **2.8 Methods of Payment**

We ask that payments be made by wire transfer or electronic funds transfer (“e-transfer”) to our designated client trust account, unless we advise otherwise. Please include remittance advice at the time of transfer, identifying the item(s) being paid, our transaction number(s), and the amount(s). This information assists us in allocating your payment correctly and ensures timely remittance to the appropriate insurer(s).

Wire transfers and e-transfers must be made payable to the appropriate WMB entity, using the bank or payment details provided by your primary contact. When settling premiums, no deductions of any kind, such as return premiums, claims amounts, or set-offs, may be made without our prior written consent.

For bank account details, e-transfer instructions, or other payment information, please contact your usual representative.

If additional fees or charges are applied by our bank during the processing of funds payable to you, we will be responsible for those costs. However, any charges applied by your bank will remain your responsibility. If you believe that your bank has deducted fees from a payment you received from us, we recommend requesting a detailed breakdown directly from your bank as a first step.

## 2.9 Receipt and Holding of Client Funds

We hold client funds, including premiums and claims payments we receive on your behalf, in separate trust accounts with approved financial institutions. These accounts are established and managed according to trust accounting best practices and applicable regulatory trust account rules. Client funds are deposited promptly, and we maintain detailed, accurate records of all receipts and disbursements. These records are reconciled on a recurring basis and retained in accordance with accepted accounting practices.

Where permitted under our regulatory obligations, we may use trust funds for short-term purposes, such as paying premiums on your behalf. Any interest earned on funds in the trust account will only be retained by WMB if you provide express written consent. If you do not provide such consent, any interest earned will be credited to you or otherwise handled in accordance with applicable trust accounting rules.

In some cases, under agreements with insurers, we act on their behalf of claim recoveries or premium refunds. These funds are held in trust for the insurer and are not considered client funds.

If we need to transfer client funds to another broker or settlement agent, including someone in another province, we will do so only under strict controls. Please note that the legal and regulatory protections may differ depending on where that broker or agent is located. Advise us at the earliest opportunity if you prefer that your funds not be sent to a particular jurisdiction.

# 3 CLIENT ONBOARDING AND DUTIES

## 3.1 Compliance with Sanctions and Measures

In today's trading environment, governments may impose sanctions or embargoes, and banking institutions may refuse to handle insurance-related payments ("Measures") for certain countries, individuals, or entities. These Measures can affect the availability of insurance or reinsurance, as well as the transfer of funds. As a result, we may be required to conduct checks not only on the insured parties and property or interests being insured, but also the beneficial owners of relevant parties or property. We may also be required to pause the movement of funds until a government authority confirms compliance or issues a license and will inform you if our bank(s) cannot process money related to your transaction, which may prevent us from providing cover or services. Please note that some insurers or reinsurers may

even cancel coverage if they believe it has become illegal under applicable Measures. We will exhaust all reasonable efforts to warn you if we become aware that any Measures may affect insurance we place on your behalf or restrict the payment of premiums or claims.

When we act as your broker, it is essential that you and your agents perform appropriate sanctions due diligence before instructing us to bind coverage. Upon requesting our placing services, you must disclose any potential impact of Measures on any person or entity with a direct or indirect interest in the proposed insurance, such as named insured, additional insureds, or loss payees; you must also disclose any goods or property covered under the proposed insurance contract. This disclosure helps us determine whether insurance can legally be arranged and whether any barriers may exist for transferring funds. If any Measures or other export control rules apply, we may not be able to continue handling your insurance, and the policy may not respond to claims. For more information on your disclosure requirements, please refer to section **3.5 Your Duty of Disclosure**.

### 3.2 Verifying Your Identity

WMB is committed to maintaining the highest standards of integrity and regulatory compliance. As part of our legislative and regulatory obligations, including those under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* ("PCMLTFA"), we follow strict Know-Your-Client ("KYC") procedures to verify the identity of our clients, understand the nature of their activities, and detect and deter suspicious or unlawful financial conduct. This KYC process helps us understand who our clients are and the type of insurance products that best fit their legitimate needs. Adhering to this process protects our clients, our brokerage, and the integrity of the financial system by preventing fraud, money laundering, and the misuse of insurance products for fraudulent purposes.

We are required to confirm your identity in the following situations:

- When you become a new client or open a new account.
- When you apply for or renew certain types of insurance.
- When we suspect that information provided may be inaccurate or incomplete.
- When you make significant changes to your account or ownership structure.

KYC requirements involve collecting and confirming information that verifies the identity of individuals, including but not limited to:

<ul style="list-style-type: none"><li>• Full legal name and contact information</li><li>• Date of birth</li><li>• Nature of business or occupation</li></ul>	<ul style="list-style-type: none"><li>• Source of funds or financing used for premiums</li><li>• Intended use or purpose of the insurance policy</li></ul>
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We may also collect Government-Issued Photo Identification and conduct secure third-party verification that confirms your name, address, and date of birth match an existing Canadian credit file. For more

information on how we protect your personal information, please refer to section **8. Privacy and Confidentiality**.

For corporate clients, we must obtain and verify the following to meet our obligations:

- Legal name of your business and registration documents
- Ownership structure, control details, and beneficial owners
- List of authorized signing officers and their identification
- Information about the nature of your business activities

These records are maintained securely and only for as long as required by law and our internal retention policy.

### 3.3 How to Review and Sign Documents

When you receive your insurance documentation, such as applications, binders, proposals, or policy wordings, please review these documents in detail and confirm that the policy type, limits, and deductibles match your instructions. Ensure all individuals or entities that should be covered are correctly listed, and verify that the effective and expiry dates of coverage are correct. It is also important to check that premiums, any applicable brokerage fees, and payment terms are accurate and clearly listed. Please familiarize yourself with any special conditions or exclusions that may affect your coverage and confirm the accuracy of your address and contact details to ensure timely communication. If you notice any discrepancies in any of the information included in these documents, please contact your broker before signing. We are committed to ensuring that every detail is correct before your coverage is bound.

WMB uses approved secure electronic signature platforms to simplify and protect the integrity of the signing process. Our approved tools include DocuSign, Applied eSignature, and in limited cases, Adobe Sign. If you prefer to sign manually, we can provide a printable version of the document; signed copies may be returned by scanned email to your broker's WMB email address. All physical copies are scanned and stored securely in our system in adherence with regulatory and internal record retention requirements.

### 3.4 Record Maintenance

During the period of our engagement, we will make, maintain, and retain a record of all material particulars relating to our arrangement and/or administration of the insurance or surety. We maintain complete records of all material details relating to the notification, processing, and resolution of claims in which we are involved. Provided they remain legible or are capable of being reproduced in legible formats, these records may be stored in paper, electronic, or other appropriate formats.

### 3.5 Your Duty of Disclosure

At WMB, we are committed to helping our clients obtain accurate, appropriate, and competitive coverage. To do so, it is essential that clients understand their legal obligations. When applying for, renewing, or amending an insurance policy, you must disclose to the provider all material facts that could affect the insurer's decision to accept the risk, determine coverage, or set a premium. This duty is broad enough to require the disclosure of any information that could influence the insurer's judgment about your insurance, and the information does not necessarily have to increase the risk for it to be deemed material.

We recognize that personal lines and commercial lines have distinct disclosure and underwriting requirements. For personal lines, such as home, auto, tenants, condo, or personal liability coverage, relevant considerations may include renovations or additions to the home, prior claims history or loss experience, driving record including accidents or license suspensions, use of the home for business purposes, and the presence of security, fire, or safety systems. For commercial lines, such as business, liability, commercial property, or surety coverage, key considerations may include changes in business operations, ownership structure, or revenue, prior claims history, the nature of business activities and associated risk exposures, compliance with legal or regulatory requirements specific to the industry, and installation, removal, or modification of safety, fire, or security equipment. These examples are illustrative; clients are required to disclose all material facts relevant to their insurance needs.

The disclosure is required at the time of the application for new coverage, at renewal when the policy is reviewed or continued, and during the policy term if there have been material changes. While the duty of disclosure endures up to the moment that the insurance is concluded, it is reimposed at the time of proposed renewal or extension of, or any amendment to, the insurance. Please note that some insurers may include specific ongoing disclosure conditions or warranties.

Failure to disclose, or misrepresentation of, a material fact can lead to serious consequences. Insurers retain the right to void the insurance from its commencement in the event of a breach of this duty and may be entitled to seek recovery of any claims already paid by them under the insurance. Your duty to disclose exists even if you are not directly asked about a specific fact – if it is relevant, it must be shared. Please contact us at the earliest opportunity if you are in doubt as to the scope of this duty of disclosure and whether particular information ought to be disclosed.

### 3.6 Communications By Email

Email is a convenient and commonly used method of communication in commercial contexts; however, using emails for important insurance matters comes with certain risks and limitations. By corresponding with us in email, you acknowledge the following:

#### *Integrity and Receipt of Emails*

Email is not a fully secure or guaranteed method of communication. Messages may be delayed,

incomplete, corrupted, or may not be received at all, and attachments may fail to transmit without obvious warning. Because these issues may

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affect the accuracy and completeness of information exchanged, especially in the context of insurance placement and disclosure, we cannot accept responsibility for any incomplete or corrupted information sent to us by email. We may act on any email instructions that reasonably appears to come from you. However, please note that email instructions may not override the requirements of your insurance policy or the insurer's rules. The official terms of the policy and the insurer's requirements will always take precedence. For important communications, we may request confirmation or receipt or provide a written acknowledgement. Hard copies may be required or issued where appropriate.

#### *Confidentiality*

As email often passes through third-party service providers, full confidentiality cannot be guaranteed. Although we take all reasonable steps to protect information in our systems, such transmission risks remain outside of our control.

#### *Appropriateness of Email for Time-Sensitive or Critical Matters*

Where delivery of a message by a specific deadline is essential, or where the subject matter is highly sensitive or significant, email may not be the appropriate method. Many

insurance policies require notice "in writing", and not all policies consider email an acceptable format unless expressly permitted. In urgent or important situations, courier or other secure method should be used.

#### *Legal Considerations*

Without a formal agreement governing email communications, some jurisdictions may question whether email correspondence is legally admissible as evidence. Additional steps may be needed to verify receipt, security, and the integrity of communications.

#### *Viruses and Cybersecurity Risks*

While we routinely scan our systems for viruses and malicious software, we do not accept responsibility for malware that may be transmitted through electronic communication.

#### *Restrictions on Certain Communication Methods*

We cannot accept instructions sent by text message, messaging apps, or any platform other than our corporate email system; such messages will be disregarded. Emails sent to us from personal accounts will be at the sender's own risk, and WMB will not accept liability for any related losses, liabilities, damages, costs, expenses or claims arising out of or in connection with the use of an email account.

## 4 REMUNERATION AND OTHER INCOME

The primary way in which we are remunerated for arranging insurance, surety, and other professional services will be earned through one or a combination of the following:

- (i) Brokerage commission;
- (ii) Brokerage fee(s).

Brokerage commission is a portion of the premium paid, as permitted by the insurer(s) or surety. Any fee(s) associated with our services apply only to the extent that they have been agreed to in writing; where we mutually agree, WMB may be remunerated by both commission and fee. Brokerage commissions and fees for arranging or facilitating insurance are considered fully earned at the inception date of insurance, regardless of when the premium is deemed payable to the insurer(s). These amounts are non-refundable in the event of cancellation or early termination of the insurance. Please note that, as a result of arranging insurance or surety, we may receive additional income from sources including:

- Interest earned on monies passing through our premium funds bank accounts.
- Expense allowances received from insurers or sureties for the management and administration of certain lineslips, covers, binding authorities, and similar facilities, including any claims arising therefrom.
- Contingent (Incentive) commissions, which may be assessed on factors including profitability, premium volume or growth, or processing efficiencies across a portfolio of business placed with particular insurer(s) or surety.
- Administrative service fees during the placement process by insurers or sureties that may include premium billing, collection and remittance, policy document preparation, record retention, and arranging premium financing generally calculated across a portfolio of business.
- Reinsurance arrangements where we are requested to arrange reinsurance for the underwriter(s) with whom we place business.

The brokerage commission or fee that we earn when placing new or renewal insurance or surety on your behalf covers the services in **section 2. Our Service Standards**, as well as assistance with routine, day-to-day claims, unless otherwise agreed with you in writing. For major or complex claims, we reserve the right to provide claims-related services on the basis of separate remuneration, as agreed with you in writing. Our fee rates for such services will be confirmed in advance and may be updated from time-to-time to reflect the costs associated with providing these services. Any revised rates will only apply to services provided after the date of revision.

Please note that we may arrange, or be asked to arrange, reinsurance on behalf of the insurer(s) providing your coverage. These reinsurance contracts are separate agreements in which we act as the agent (or sub-agent) of the insurer(s). Any remuneration we receive for these services may come from the insurer(s) or their reinsurer(s) and is independent of our agreements with you. Unless you tell us

otherwise, we will assume that you have no objection to us arranging reinsurance for your insurer(s). For more information on how we identify and manage potential conflicts related to reinsurance or other arrangements, please refer to **7.3 Conflicts of Interest**.

## 5 CLAIMS SERVICES

At WMB, we are committed to ensuring fair, prompt, and professional handling of claims, as well as maintaining the highest level of expertise and competence in all services we provide.

### 5.1 Claims Handling

Upon receiving notice of a claim, we will conduct a thorough assessment and promptly inform you if the notice is incomplete, unnecessary, or requires further instructions. We will notify the appropriate insurer(s) or surety in a timely manner and advise you of any relevant information received in relation to the claim. We actively pursue claim settlements and, where applicable, seek full recovery in accordance with the terms, conditions, and limitations of your policy. Where applicable, we will provide written confirmation of the insurer(s)' acceptance of the claim and the settlement amount agreed.

### 5.2 Professional Competence

Claims requiring a significant amount of time, expertise, or complexity will be handled by qualified staff to ensure professional competence and accurate execution. All staff operate within their areas of expertise and are expected to maintain their professional knowledge through ongoing training and continuing education. If specialized services are required, we will discuss any applicable fees with you before proceeding.

### 5.3 Collaboration and Support

Where direct claims handling with your insurer(s) is recommended and agreed upon, we will provide support throughout the process, assisting with any issues that may arise. If you choose not to maintain our appointment as your broker, we reserve the right to discontinue further claims-related services. In such cases, you assume responsibility for all claims-related matters, and we will fully cooperate in transferring relevant files and documentation to you or another intermediary to ensure continuity of service.

## 6 CODE OF CONDUCT

At WMB, we are committed to conducting our business in a manner that is fair, honest, transparent, and consistent with our obligations as a licensed insurance brokerage. Our brokers and staff are expected to act professionally, competently, and in the best interests of our clients at all times. WMB and its affiliates operate only under the authority of the regulatory body that governs their activities in the jurisdiction in which they advise clients or conduct business. All WMB entities and registered individuals are properly licensed with the applicable provincial insurance regulatory authority, including many of our affiliates and individuals being properly licensed by the Registered Insurance Brokers of Ontario (“RIBO”). Clients can be confident that all services are provided in compliance with the regulatory requirements applicable to the jurisdiction in which the service is offered.

### 6.1 Our Code of Conduct

We are committed to acting honestly, fairly, and in good faith in all dealings with clients, providing insurance advice and services with due skill, care, and diligence, clearly communicating information that is relevant to a client’s insurance needs, treating clients fairly and without discrimination, and acting in accordance with all applicable legal and regulatory requirements. Our objective is to ensure that clients understand the services we provide and are treated with integrity and professionalism throughout the relationship.

#### *Professional Standards*

We conduct our work with professionalism, competence, and integrity at all times. Our clients, partners and colleagues can expect clear communication, responsible decision-making, and a consistent commitment to doing what is right.

#### *Gifts and Hospitality*

We do not offer or accept gifts, hospitality, or entertainment that could influence or appear to influence business decisions. Any hospitality we accept must be reasonable, directly related to business activities, and offered on a reciprocal basis.

#### *Zero Tolerance for Bribery and Corruption*

We comply with all applicable anti-bribery and anti-corruption laws, and we prohibit any form of improper payment, inducement, or unauthorized

benefit. All staff are prohibited from offering, requesting, or making bribes of any kind.

#### *Safe and Ethical Workplace*

We foster an environment where staff can raise concerns or report potential breaches of this Code in confidence and without fear of retaliation. No employee will ever face adverse consequences for refusing to participate in contraventions of this Code, even if that decision results in loss of business.

#### *Business Integrity*

We understand our role as stewards and act ethically in all dealings with clients, insurers, suppliers, and partners. Where appropriate, we include anti-bribery and anti-corruption provisions in our contractual agreements with third parties to ensure our shared commitment to responsible business practices.

### *Political and Charitable Activities*

We do not make political contributions, whether direct or indirect, for the purpose of gaining business advantage. Our charitable giving and sponsorships must always be genuine and must never be used as a substitute for improper payments or inducements.

### *Strong Internal Controls*

We maintain robust internal controls, financial oversight, and accurate record-keeping to prevent bribery and support adherence to this Code. We regularly review and enhance our processes to ensure our standards remain strong and effective.

## 6.2 Transparency, Compensation, and Disclosure

We believe transparency is essential to maintaining trust. We receive compensation from insurers or other parties in connection with the placement or servicing of insurance policies. Where required, or where a conflict may arise, we will disclose relevant compensation arrangements or other material information to clients in a clear and timely manner. For more information on how we are compensated and the types of other income we may receive, please refer to section **4. Remuneration and Other Income**.

As an organization, WMB has in place strict anti-bribery and anti-corruption policies in accordance with applicable regulatory requirements, rules, laws, and regulations in force from time-to-time in Canada. We will only trade with other persons who similarly adhere to all applicable regulatory requirements, rules, laws, and regulations (“**Anti-Corruption Laws**”). Throughout our engagement, it is imperative and integral that each party to the relationship (you and us) should not engage in any acts of bribery or corruption contrary to Anti-Corruption Laws, nor any of your Affiliates or agents. We require commercial organizations with whom we deal to have appropriate policies and procedures in place to ensure that no such acts of bribery or corruption take place. Any breach of such laws by any party with whom we transact business will entitle us to serve immediate notice of termination of our appointment as your agent and any agreement that we have in place with you, including these Business Protocols.

## 6.3 Conflicts of Interest

Situations may arise in the course of providing our services where actual or potential conflicts of interest exist. We are committed to identifying, disclosing, and managing conflicts responsibly and in accordance with regulatory requirements. Where a conflict of interest arises:

- We will disclose the nature of the conflict to affected clients in a timely manner
- We will take reasonable steps to manage or mitigate the conflict
- We will proceed only with the client’s informed consent, where required

If a conflict cannot be appropriately managed, clients may choose to engage another intermediary, and we will reasonably support the transfer of records.

We also recognize that if a conflict exists, you may choose to engage another intermediary; we will respect that decision and take reasonable steps to support the transfer of your records.

In certain circumstances, insurers may seek to purchase reinsurance coverage we have arranged on your behalf. Under applicable laws, we may be required to disclose placement information for these purposes. We acknowledge that such situations may create potential conflicts of interest, and have developed systems and controls to manage and mitigate these risks. Please refer to Appendix 1, which outlines the basis on which we may provide reinsurance placement services to an insurer for whom we have arranged direct coverage.

## 6.4 Complaints and Regulatory Recourse

At WMB, we view complaints as opportunities to improve our service, reinforce transparency, and strengthen client trust. We are committed to resolving any concerns you may have in a fair, timely, and professional manner, consistent with the Canadian Insurance Services Regulatory Authority (“**CISRO**”) Principles of Conduct for Insurance Intermediaries. All staff involved in complaint handling are trained to apply their expertise objectively and competently, ensuring complaints are reviewed and resolved fairly and accurately. Supervisors and the Compliance Team oversee the process to confirm adherence with internal procedures, regulatory obligations, and the CISRO Principles, including the fair treatment of customers, transparency, and timely resolution. Clients can have confidence that staff handling their complaints are qualified, experienced, and acting in the client’s best interest throughout the process.

If you have any complaints at any point during your engagement with WMB, you may submit your concerns via:

- **Email:** [privacy@wmbeck.com](mailto:privacy@wmbeck.com)
- **Phone:** Contact your Broker or relevant WMB office directly
- **In writing:** Mail addressed to the relevant WMB office or Compliance department

To ensure that we can address your concerns effectively and efficiently, please include the following information when submitting a complaint:

- Your contact details
- Policy number (if applicable)
- A clear description of the concerns or issues
- Any supporting documentation

Clients are asked to provide complete and accurate information, respond promptly to follow-up requests, and treat our staff respectfully throughout the complaints-handling process.

### *Acknowledgment of Complaints*

Once received, your complaint will be acknowledged within 72 hours via email, phone, or letter. This acknowledgement will confirm:

- The complaint has been received

- The name(s) of the individual(s) assigned to review the complaint
- Anticipated timelines for updates and resolutions

### *Investigations and Review*

Your complaint will be reviewed carefully and objectively in a process that will include:

- Discussions with the broker(s), manager(s), or other relevant personnel;
- Review of all relevant documents, notes, and communications; *and*
- Consultation with third parties, if necessary.

As we believe regular communication helps prevent misunderstandings and ensures concerns are addressed accurately, we will keep you informed during this process and may contact you to request additional information or clarification, provide you with updates on timelines or findings, and confirm any proposed resolutions.

### *Response and Resolution*

Following the investigation, WMB will provide a written response outlining our findings, any corrective actions or remedial measures being

If you are not satisfied with the resolution of a complaint through WMB's internal process, you may escalate your concerns to the applicable regulatory authority in your jurisdiction. Clients outside Ontario should refer to their provincial or territorial insurance regulator for guidance on complaint escalation, as most regulators provide processes for reviewing complaints against licensed insurance brokers.

For clients in Ontario, RIBO oversees licensed insurance brokers and ensures compliance with professional and ethical standards. RIBO can review complaints regarding professional conduct, licensing, and adherence to the RIBO Code of Conduct. Filing a complaint with RIBO does not affect your rights to pursue other remedies under law. You may visit [www.ribo.com](http://www.ribo.com) to access and submit a Complaint Form, or visit the Making a Complaint section of their website for more information.

taken, and a proposed resolution or next steps if the complaint is escalated further. Our goal is to achieve fair, timely, and reasonable resolutions, ensuring that client concerns are addressed in accordance with regulatory and professional standards. All responses aim to clearly explain the outcome and any actions WMB is taking to rectify the matter.

### *Record-Keeping*

All complaints, including communications, investigation notes, and outcomes, are documented and retained securely and in accordance with WMB's record-retention policies and procedures. Records are maintained in compliance with the privacy principles enumerated in **7. Privacy and Confidentiality**. This documentation ensures accountability, regulatory compliance, and continuous monitoring of staff performance and procedural effectiveness, providing a clear audit trail for transparency and client assurance.

## 7 PRIVACY AND CONFIDENTIALITY

We respect your right to privacy and are committed to protecting your personal information. We handle all personal information responsibly and transparently, in accordance with the *Personal Information Protection and Electronic Documents Act (“PIPEDA”)* and applicable provincial equivalents. Our practices also align with the expectations of the RIBO Code of Conduct, ensuring your personal information is handled responsibly and professionally.

This section summarizes how we collect, use, disclose, and safeguard your personal information. Our full Privacy Notice is available on our website at [www.wmbeck.com/privacy](http://www.wmbeck.com/privacy).

Any personal information you provide to us will not be used or disclosed to third parties except as necessary in the normal course of negotiating, maintaining, or renewing your insurance, or handling any related claims, unless:

- (i) We have obtained your explicit consent;
- (ii) We are required by law to disclose the information, such as by court order or a government regulatory authority; *or*
- (iii) The information is already publicly available or was received by a third party not bound by any confidentiality obligations.

We take all reasonable steps to protect the security of your confidential documents and the personal information that we hold. We ensure that all personal information is collected, used, and disclosed in a manner that a reasonable person would regard, in the circumstances, as appropriate. In addition to being compliant with regulatory and legislative requirements, our privacy practices are built upon the following principles:

### *Accountability*

We are responsible for all personal information under our control and have appointed designated individuals to ensure compliance with our privacy policy, regulatory and legal requirements.

### *Identifying Purposes*

We will clearly identify, at or before the time of collection, the legitimate business purpose(s) for which your personal information is being collected.

### *Consent*

Unless otherwise exempted by law, we will obtain appropriate consent for the collection, use, or disclosure of your personal information.

### *Limiting Collection, Use, Disclosure, and Retention*

We will limit the collection of personal information to what is necessary for the identified purpose(s). Your personal information will only be used or disclosed for its intended purpose(s), unless otherwise required by law or with your consent. We will only retain your personal information for as long as is necessary to fulfill the identified purpose(s).

### *Accuracy*

We strive to keep the personal information we hold accurate, complete, and up to date as needed for its intended purpose(s).

### *Safeguards, Transparency, and Access*

We protect your personal information by implementing security measures appropriate to its sensitivity. We are transparent about our privacy policies and practices and will make this information easily accessible to you. Upon request, you may access the personal information held by us and request corrections as needed. You retain the right to challenge our compliance with these policies by contacting our Privacy Officer at [privacy@wmbeck.com](mailto:privacy@wmbeck.com).

Please note that we may engage third party service providers, both within Canada and internationally, to process personal information on your behalf. Such providers are required to adhere to confidentiality and data protection standards deemed to be equivalent to our own, by either demonstrating compliance with equivalent privacy legislation and regulations, or

by entering into a contractual agreement that imposes equivalent safeguards.

### *Third-Party Service Providers*

We may engage third-party service providers to process personal information on our behalf. This may include providers located in Canada or internationally. These providers are required to adhere to confidentiality and data protection standards equivalent to our own, either through compliance with applicable privacy laws or contractual arrangements.

### *Sensitive Information*

In certain circumstances, insurers or surety providers may require additional personal information, including sensitive information such as credit information, to assess risk, eligibility, pricing, or underwriting terms. Where such information is requested, we will explain why the information is required, how it will be used, with whom it will be shared, and how long it may be retained, and we will obtain your consent before proceeding.

## 8 CONTACT DETAILS

### LOWER MAINLAND

<p><b>Legal Entity Name:</b> Wilson M. Beck Insurance Services Inc.</p> <p>#303 – 8678 Greenall Avenue, Burnaby, BC V5J 3M6</p> <p><b>Burnaby Satellite Office - Surrey</b></p> <p>#211 – 9639 137A Street, Surrey, BC V3T 0M1</p>	<p><b>Phone:</b> (604) 437-6200</p> <p><b>Toll-Free:</b> (888) 437-1100</p> <p><b>Fax:</b> (604) 437-5347</p> <p><b>Email:</b> wecare@wmbeck.com</p>	<p><b>David Beck, President</b></p> <p><b>Email:</b> dbeck@wmbeck.com</p> <p><b>Phone:</b> (604) 639-5949</p>
<p><b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (Specialty) Inc.</p> <p>#210 – 1199 West Pender Street, Vancouver, BC V6E 2R1</p> <p><b>WMB Specialty Satellite Office - Toronto</b></p> <p>Suite 4800 – 364 1 King Street W, Toronto, ON M5H 1A1</p>	<p><b>Phone:</b> (778) 727-3888</p> <p><b>Toll-Free:</b> (888) 437-1100</p> <p><b>Fax:</b> (778) 727-3889</p> <p><b>Email:</b> specialty@wmbeck.com</p>	<p><b>Victor Lange, Managing Partner</b></p> <p><b>Email:</b> vlange@wmbeck.com</p> <p><b>Phone:</b> (778) 945-8955</p>
<p><b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (FV) Inc.</p> <p>#300 – 8661 201 Street, Langley, BC V2Y 0G9</p>	<p><b>Phone:</b> (604) 424-9840</p> <p><b>Toll-Free:</b> (888) 437-1100</p> <p><b>Fax:</b> (604) 437-5347</p> <p><b>Email:</b> wecare@wmbeck.com</p>	<p><b>Mathew Binkle, Managing Partner</b></p> <p><b>Email:</b> mbinkle@wmbeck.com</p> <p><b>Phone:</b> (604) 424-9850</p>

### VANCOUVER ISLAND

<p><b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (Victoria) Inc.</p> <p>#350 – 4396 West Saanich Road, Victoria, BC V8Z 3E9</p>	<p><b>Phone:</b> (250) 744-1140</p> <p><b>Toll Free:</b> (888) 437-1100</p> <p><b>Fax:</b> (250) 744-0118</p> <p><b>Email:</b> victoria@wmbeck.com</p>	<p><b>Carole Bissett, Managing Director, Branch Leader</b></p> <p><b>Email:</b> cbissett@wmbeck.com</p> <p><b>Phone:</b> (250) 744-1140</p>
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### BC INTERIOR

<p><b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (Kelowna) Inc. #1 – 310 Banks Road, Kelowna, BC V1X 6Y4</p>	<p><b>Phone:</b> (250) 763-3840</p> <p><b>Toll Free:</b> (888) 292-6202</p> <p><b>Fax:</b> (250) 762-9633</p> <p><b>Email:</b> kelowna@wmbeck.com</p>	<p><b>Karen Kilbrei, Managing Partner</b></p> <p><b>Email:</b> kkilbrei@wmbeck.com</p> <p><b>Phone:</b> (778) 484-9182</p> <p><b>Steve Pavelich, Senior Partner</b></p>
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		<b>Email:</b> spavelich@wmbeck.com <b>Phone:</b> (778) 484-9183
<b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (Kamloops) Inc.  574 Lorne Street, Kamloops, BC V2C 1W3	<b>Phone:</b> (236) 425-1770 <b>Toll-Free:</b> (888) 437-1100 <b>Fax:</b> (604) 437-5347 <b>Email:</b> wecare@wmbeck.com	<b>Rob Lemire, Managing Partner</b> <b>Email:</b> rlemire@wmbeck.com <b>Phone:</b> (250) 319-1089
<b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (Prince George) Inc.  2595 Queensway, Prince George, BC V2L 1N1	<b>Phone:</b> (778) 693-2740 <b>Toll Free:</b> (888) 292-6202 <b>Fax:</b> (778) 693-2750 <b>Email:</b> princegeorge@wmbeck.com	<b>Jesse Ronahan, President</b> <b>Email:</b> jronahan@wmbeck.com <b>Phone:</b> (250) 301-9173
<b>ALBERTA</b>		
<b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (Alberta) Inc.  2nd Floor, 1311 9 Avenue S.W., Calgary, AB T3C 0H9	<b>Phone:</b> (403) 228-5888 <b>Toll-Free:</b> (855) 229-2002 <b>Fax:</b> (403) 228-6682 <b>Email:</b> calgary@wmbeck.com	<b>Sam J. Feldman, President, Managing Director</b> <b>Email:</b> sfeldman@wmbeck.com <b>Phone:</b> (403) 650-8998
<b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (Edmonton) Inc.  11805 149 St. NW, Edmonton, AB T5L 2J1	<b>Phone:</b> (780) 809-2818 <b>Fax:</b> (403) 228-6682 <b>Email:</b> wecare@wmbeck.com	<b>Don Barr, President</b> <b>Email:</b> dbarr@wmbeck.com <b>Phone:</b> (780) 809-2827
<b>Legal Entity Name:</b> Wilson M. Beck Insurance Services (Hanna) Inc.  104 2 <sup>nd</sup> Ave. East, Hanna, AB T0J 1P0	<b>Phone:</b> (825) 638-2200 <b>Fax:</b> (403) 228-6682 <b>Email:</b> wecare@wmbeck.com	<b>Mark Kemaldean, President</b> <b>Email:</b> mkemaldean@wmbeck.com <b>Phone:</b> (825) 638-2202
<b>ONTARIO</b>		
<b>Legal Entity Name:</b> Wilson M. Beck Global Risks Inc.  Ste. 101 – 5035 South Service Road, Burlington, ON L7L 5Y7	<b>Phone:</b> (289) 348-3300 <b>Toll-Free:</b> (855) 229-2002 <b>Email:</b> globalisks@wmbeck.com	<b>Mark Williams, President</b> <b>Email:</b> mwilliams@wmbeck.com <b>Phone:</b> (289) 348-3302
<b>Risque Global Wilson M. Beck - Quebec</b>  3080 Boulevard le Carrefour, #400, Laval, QC H7T 2R5		



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