

Brokerage Application and Terms of Trade Agreement

Brokerage:				
Website:				
Broker Address:		City:	Province:	Postal Code:
Accounting/Document mailing address, if different than above:				
Mailing Preference:	Canada Post	ICS Courier	Telephone Number:	
Policy Docs Contact:		Policy Docs Email:		
Accounting Contact:		Accounting Email: (for broker statements)		
Other brokerage names that are part of your group (note if parent, subsidiary, etc.):				
Please provide a separate list of all sub-offices, branches or affiliated offices, including phone, email & staff information. ("Additional Location Brokerage Supplement" form available at www.odisunderwriting.com).				

Brokerage Personnel

(Please attach a separate document for additional personnel)

Area	Name	Position/Title	Email Address	Phone Number
Commercial Lines				
Personal Lines				
Overall Contract Relationship				

How do you attract business to your office?				
Split of Business (%):	Personal Lines:	Commercial Lines:		
Does your brokerage specialize in any class of business?		Yes	No	If yes, describe below:
Errors & Omission Coverage: Insurer: Limit: Policy #:				
Has there been any E&O claims in the past 5 years?		Yes	No	If yes, describe in comments.
Has the Brokerage had any license(s) suspended, terminated, or been fined?			Yes	No
Has any employee, or the firm been reprimanded by an Insurance Commissioner in the past 5 years?			Yes	No

Existing Volume with Intermediaries

Company Name	Annual Premium	Company Name	Annual Premium
Premiere Marine:		Forward:	
Victor:		SWG:	
Totten:		Group One:	
ABEX:		Special Risk Insurance Managers:	
Others:			

Please review and sign "Terms of Trade Agreement" on the following pages.

Terms of Trade Agreement

Made Between:

Brokerage Name(s): Hereinafter called “**Broker**”

And: ODIS Underwriting Inc. Hereinafter called “**ODIS**”

This Terms of Trade Agreement (hereinafter called the “**Agreement**”), dated and effective as per the “**Agreement Effective Date**” (under “**Signature Section**”), constitutes the sole and entire agreement between the Parties and supersedes all prior agreements, contracts or understandings, either written or oral, concerning the matters covered herein. There are no conditions, covenants, agreements, representations, warranties or other provisions, express, implied or otherwise, relating to the subject matter hereof, except as herein provided.

WHEREAS ODIS is a licensed insurance brokerage based in the province of Ontario;

AND WHEREAS ODIS desires to appoint the Broker as a sub-broker of ODIS, to solicit and service insurance policies on behalf of ODIS as provided herein;

AND WHEREAS the Broker desires to accept such appointment;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below:

- A. “**Agreement**” means this Agreement and any Schedules attached to this Agreement, in each case as they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement;
- B. “**Parties**” means ODIS and the Broker and “**Party**” means either one of them;
- C. “**Person**” includes, without limitation, an individual, partnership, limited partnership, joint venture, sole proprietorship, corporation, with or without share capital, unincorporated association or organization, trust, trustee, executor, administrator or other legal personal representative or other legal or business entity;
- D. “**Insured**” means a person or organization covered by insurance
- E. “**Insurer**” means a person or company that underwrites an insurance risk.

2. Authority

- A. ODIS hereby designates the Broker as its sub-broker, entrusting the Broker with the responsibility to solicit and service insurance policies on behalf of ODIS.

- B. The Broker expressly recognizes its lack of authority to bind ODIS or any insurers represented by ODIS, encompassing policies, endorsements, renewal certificates, or other matters, without the explicit prior written consent of ODIS.
- C. The Broker is vested with the authority to countersign insurance policies upon receiving written confirmation from ODIS. Additionally, the Broker is empowered to deliver policies, endorsements, and renewal certificates issued through ODIS, subject to reasonable rules, instructions, and limitations established by ODIS, as communicated in writing to the Broker.
- D. The Parties acknowledge that certain types of insurance policies are not subject to automatic renewal. The Broker is obligated to negotiate and place such renewals before policy expiration. Automatic renewals, applicable to specific policies like Rental, Student Rental, Homeowner, and Condo policies, are subject to ODIS's discretion as communicated in writing to the Broker.

3. Accounting - Premium and Commissions Payable

- A. The Broker is authorized to receive premiums and policy fees owed to ODIS and the insurers for the business conducted under this Agreement. All funds received, less commissions due to the Broker and other entitled deductions, are held by the Broker as fiduciary trust funds. These funds are strictly reserved and may not be utilized for personal purposes or any activities inconsistent with the Broker's fiduciary duties.
- B. Any credit extended to the insured or others is solely at the risk and responsibility of the Broker, unless otherwise explicitly agreed upon in writing by ODIS.
- C. The Broker is entitled to receive commissions, calculated as a percentage of the premium for each policy written and paid under this Agreement. Commission rates, outlined in Schedule "A," are subject to amendment by ODIS, with not less than 10 days' prior written notice to the Broker. The Broker is liable to ODIS for return commissions, at the originally allowed rate, for all return premiums, including adjustments or cancellations.
- D. ODIS undertakes to provide the Broker with an itemized statement of account, a "Monthly Statement," on or before the 2nd business day of each month. Undisputed balances indicated in the Monthly Statement are payable by the last business day of the month received by the Broker. ODIS's preferred payment methods are ClearPay electronic payments and cheques. Certain items, such as open market policies, may be payable upon billing, as indicated on the statement.
- E. The omission of any item from a Monthly Statement does not absolve either Party of the responsibility to account for and promptly pay all amounts due to the other Party.
- F. The Broker has a 30-day period, following receipt of the statement of account, to dispute any identified items. The Parties will collaboratively work in good faith to promptly resolve any disputed items.
- G. Each Party, at any time during customary business hours and with reasonable notice and at its own cost, has access to the other Party's books and records relevant to this Agreement. This access is for the purpose of determining any facts related to the other Party's obligations under this Agreement.
- H. For clarification, the Broker bears full responsibility for collecting and remitting provincial sales tax on insurance premiums to the respective provincial governments in all jurisdictions where sales tax applies to insurance premiums.

4. Claims

Each Party is obligated to promptly notify the other Party of all complaints, regulatory inquiries, investigations, claims, suits, and notices of loss arising from insurance business conducted under this Agreement. The Broker is prohibited from appointing an adjuster until and unless such appointment is granted written approval by ODIS. Both Parties commit to full cooperation, at their own expense, to expeditiously address and resolve all complaints, regulatory inquiries, or investigations. They further commit to facilitating the investigation, adjustment, settlement, and payment of any claim related to insurance business conducted under this Agreement.

5. Policy Cancellation

Nothing in this Agreement shall be construed to limit or restrict the right of ODIS or an insurer to cancel or decline to renew any binder, policy, or insurance contract issued under this Agreement. The Broker is not entitled to credit for any flat cancellation unless expressly agreed upon in writing by ODIS prior to such cancellation. Any credit extended by the Broker to the insured or any other person is at the sole risk and expense of the Broker.

6. Term and Termination

- A. The term of this Agreement commences on the Agreement Effective Date and remains in effect until terminated in accordance with the provisions of Section 6(B) or Section 6(C) (the “Term”).
- B. Notwithstanding Section 6(A), either Party may terminate this Agreement for any reason by providing 60 days’ notice in writing to the other Party.
- C. This Agreement may be terminated by either Party immediately upon written notice to the other Party upon the occurrence of any of the following:
 - I. Any regulatory authority cancels or declines to renew the other Party’s license or certificates of authority.
 - II. The other Party makes an assignment for the benefit of its creditors, is declared bankrupt, takes advantage of relief provisions under relevant legislation, or initiates proceedings under similar legislation.
 - III. The other Party is in breach of any material term of this Agreement, and such breach is not cured within five days of the other Party receiving written notice specifying the breach, or within a longer period as may be reasonably necessary to cure the breach, provided the Party in breach acts in good faith and with reasonable diligence.
- C-1. If the sale, transfer, or merger of the other business occurs without the prior consent of the terminating Party, on the effective date of such sale, transfer, or merger. However, ODIS will extend a “Terms of Trade Agreement” to any successor meeting ODIS’s requirements for appointment. Upon termination following such sale, transfer, or merger, each Party covenants that the other Party shall be promptly paid any monies owing to it.
- C-2. Upon termination of this Agreement, the Broker shall cease placing insurance through ODIS and promptly return to ODIS all brochures and other promotional materials, manuals, application prints, and other written information furnished by ODIS to the Broker, including any Confidential Information of ODIS as defined in Section 8 here.

7. Independent Contractor

- A. The Parties explicitly recognize that the Broker functions as an independent contractor and not as an employee of ODIS. The Broker acknowledges the absence of any entitlement to employee benefits, including but not limited to Employment Insurance ("EI") and Canada Pension Plan ("CPP") benefits. ODIS is not obligated to withhold and remit source deductions or pay any premiums or contributions under federal or provincial legislation applicable to employees or employers on behalf of the Broker.
- B. The Broker agrees to assume responsibility for and remit payment of all taxes, premiums, remittances, payments, and fees, encompassing CPP remittances, income tax deductions, payroll taxes, EI remittances, vacation pay, statutory holiday pay, workers' compensation premiums, and automobile insurance premiums. Such payments are directly remitted by the Broker to the relevant government agencies as required. Proof of compliance with this obligation shall be promptly provided to ODIS upon request. Additionally, if ODIS makes any such payments on behalf of the Broker, the Broker shall promptly reimburse ODIS upon demand. The Parties further agree that if the Broker is unable to reimburse ODIS, ODIS is entitled to withhold any payments owed to the Broker under this Agreement as a set-off for the monies owed to ODIS.
- C. Nothing within this Agreement shall be construed to establish any association, partnership, joint venture, or a principal-agent or employer-employee relationship between the Parties. Neither Party is granted any express or implied right, power, or authority to create such duties or obligations on behalf of the other Party.

8. Confidentiality

- A. **Non-Disclosure of Confidential Information.** Each Party acknowledges that, within the scope of their relationship, it may come into possession of confidential information pertaining to the business or activities of the other Party, its affiliates, and their respective affairs. This confidential information encompasses, but is not limited to, details about processes, products, policies, clients, insurers, pricing, business plans, financial information, intellectual property, database structures, file formats, marketing plans, service plans, insurance lists, and information. Such information may be documented in formal records, files, data, records, notes, diagrams, or any other format, constituting proprietary and valuable trade secrets of the disclosing Party ("Confidential Information"). It is acknowledged that disclosure of this information to the competitors of the disclosing Party or to the general public would severely harm the best interests of the Party and cause significant damage to its economic interests. For clarification, "Confidential Information" does not encompass information that the Party can substantiate falls under the following categories: (i) information that is or becomes generally available to the public through no act or omission of the Party; (ii) information already known to the Party at the time of receipt, as demonstrated by its written records in existence during the disclosure; (iii) information provided to the Party by a third party not bound by a confidentiality obligation, as a matter of right and without disclosure restrictions; (iv) information independently developed by the Party without access to the Confidential Information of the other Party, as evidenced by the Party's written records in existence at the time of disclosure; or (v) information customarily provided by insurance brokers to third parties in the ordinary course of business of an insurance broker. This provision shall not prevent a Party from disclosing Confidential

Information to a regulatory authority having jurisdiction over the Party or from disclosing Confidential Information in the course of a legal proceeding, pursuant to a court order, or as otherwise required by applicable law.

- B. **Property of a Party.** All Confidential Information remains the exclusive property of the disclosing Party, its affiliates, or their respective customers or clients, and must be treated and protected as such by the receiving Party.
- C. **No Disclosure.** The receiving Party shall not disclose Confidential Information without prior written consent from the disclosing Party, except as necessary in carrying out services under this Agreement or customary in the ordinary course of business.
- D. **No Exploitation.** The receiving Party shall not use, copy, transfer, or destroy Confidential Information without prior written consent from the disclosing Party. Reasonable precautions must be taken to prevent inadvertent use, copying, transfer, or destruction of Confidential Information.
- E. **No Improper Use.** Both Parties covenant not to disclose or make improper use of the Confidential Information. The Confidential Information shall not be used to assist any entity that competes with the disclosing Party or its affiliates.
- F. **Confidentiality Covenants.** Subject to the provisions of Section 8, each Party shall:
 - I. Maintain strict confidentiality with respect to all Confidential Information received from the other Party;
 - II. Refrain from improper use or disclosure of the Confidential Information to any third party and shall not reveal to any third party the fact that the Party has obtained Confidential Information;
 - III. Exercise the level of care that a reasonable person, under similar circumstances, would employ to prevent the disclosure of Confidential Information;
 - IV. Utilize the Confidential Information exclusively for the purpose of delivering the services under this Agreement to the other Party and refrain from any personal use or purpose that may be detrimental to the interests of the other Party.
- G. **Termination.** Upon the termination of this Agreement or at the earlier request of the other Party, a Party shall:
 - I. Promptly return and deliver to the other Party or, as appropriate, destroy all Confidential Information, including any copies made by the Party. In the event that the Party discovers any Confidential Information at a later date, it shall expeditiously return such information to the other Party without retaining any copy, extracts, or notes related thereto; and
 - II. Provide written certification to the other Party upon request, confirming compliance with the provisions of this Section 8.
- H. **Conflict of Interest.** Each Party agrees to decline benefits that may pose a conflict of interest arising from a misuse of Confidential Information. The other Party must be informed of any such offer.
- I. **Survival.** The obligations under this Section 8 survive the termination of this Agreement.

9. Indemnification

In addition to any other indemnification rights stipulated in this Agreement, each Party undertakes to indemnify and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, and agents from any and all charges, claims, demands, suits, actions, or other obligations arising out of or in connection with any breach by the indemnifying Party of the terms

of this Agreement or any negligent act or omission of the indemnifying Party in performing its duties under this Agreement. This indemnification includes reasonable expenses for legal fees and disbursements.

10. Records

Each Party shall maintain and preserve, in accordance with insurance industry standards, accurate and complete records of all transactions executed pursuant to the provisions of this Agreement, including customary books of account, insurance, banking, and trust records (the "Records"). Upon providing at least five (5) business days written notice to the other Party, each Party, its auditors, and other authorized representatives shall have the right during normal business hours to examine at the other Party's premises all Records relating to business transacted under this Agreement. The reviewing Party is entitled to take copies of the Records of the other Party at the reviewing Party's expense.

11. Ownership of Business

Each Party acknowledges that the portfolio of business written by the Broker under this Agreement is the property of the Broker. Between the Broker and ODIS, customers of the Broker insured under this Agreement are deemed to be the Broker's customers. ODIS may only use customer information provided by the Broker for fulfilling its obligations under this Agreement or its obligations to customers under any insurance policy or as required by law. ODIS is restricted from disclosing such customer information to any other broker without the Broker's or customer's direction. While the customer relationship is owned by the Broker, the Parties acknowledge that the insurer relationship is owned by ODIS.

12. General Provisions

- A. This Agreement applies to current policies already placed and in force as of the date hereof and to all future policies placed through ODIS.
- B. Each Party represents and warrants that it has and shall maintain all requisite power, authority, capacity, and licenses to carry on its business in accordance with this Agreement and shall comply with the laws of the applicable jurisdiction.
- C. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario. Each Party attorns to the jurisdiction of the Province of Ontario for the service of any process and for disputing any claim against the other Party.
- D. Assignment of this Agreement requires the prior written consent of the other Party. The Agreement is binding upon the Parties and their successors and permitted assigns.
- E. If any provision in this Agreement is deemed void, illegal, invalid, or unenforceable, it shall be severed, and the remaining provisions shall remain in full force.
- F. The failure of either Party to enforce any provision does not affect the right to require performance later, nor shall a waiver of any breach be considered a waiver of succeeding breaches.

- G. **Changes.** The Parties affirm and mutually consent that, with due consideration to the provisions of this Section 10(g), any amendments to this Agreement must be in written form and executed by both Parties to be legally binding. Should either Party wish to modify a provision of this Agreement, including, but not limited to, matters pertaining to Commissions, the Party proposing the amendment shall communicate the proposed changes in writing (the "Change Notice") to the other Party (the "Receiving Party"). Subsequently, the Receiving Party shall have a period of ten (10) days from the date of receipt of the Change Notice to convey in writing its decision to either accept the proposed changes or to opt for the termination of this Agreement, with the termination effective no later than thirty (30) days following receipt of the Change Notice. Failure by the Receiving Party to make a definitive election within the stipulated time frame shall be construed as an implied acceptance of the changes as delineated in the Change Notice. In the event of the acceptance or deemed acceptance of the changes, the modifications shall become operative ninety (90) days after the Receiving Party receives the Change Notice.
- H. **Survival of Terms.** The stipulations outlined in Sections 3 through 10 shall endure beyond the termination or expiration of this Agreement.
- I. **Notices.** Any request, notification, or other form of communication (hereinafter referred to as a "Communication" in this Section 10(i)) relating to this Agreement must be presented or transmitted in writing, and such presentation or transmission may be conducted through personal delivery, registered mail, or email, addressed to the recipient as follows:
- To ODIS at:
- ODIS Underwriting Inc.
180 Northfield Dr W, Unit 4, Waterloo, ON N2L 0C7
Attention: Joyce Charman, President
Email: service@odisunderwriting.com
- To the Undersigned Broker at:
- Address:
Attention:
Email:
- or such other address as may be designated by notice by either Party to the other. Any Communication presented or conveyed through personal delivery shall be deemed conclusively as having been delivered on the actual day of delivery. If transmitted or presented via registered mail, the Communication shall be deemed delivered on the second day following the deposit thereof in the mail, excluding Saturdays, Sundays, or statutory holidays in Ontario. In cases where the Party providing the Communication is aware or reasonably should be aware of any challenges or issues with the postal system that could impact mail delivery, the Communication shall not be sent via mail but shall be presented or transmitted through personal delivery or email.
- J. **Other Agreements.** The Parties agree to execute instruments and take actions necessary to give full effect to the terms of this Agreement.
- K. **Other Brokers.** ODIS is not restricted from retaining other brokers or hiring employees for similar services as provided by the Broker.
- L. **Counterparts.** This Agreement may be executed in several counterparts, each deemed an original.

13. Privacy Consent

- A. The Broker authorizes ODIS to collect, use, and disclose personal information as permitted by law, in connection with any insurance policy provided under this Agreement, for purposes necessary to assess risk, investigate and settle claims, and detect and prevent fraud.
- B. ODIS is authorized to disclose personal information to third parties, including insurance companies, brokers, agents, investigators, and adjusters for adjudication, assessment, investigation, and ongoing administrative purposes, as required by law.
- C. ODIS may review personal information maintained by the Broker by contacting the Broker's Privacy Officer, and the Broker confirms compliance with relevant privacy legislation.
- D. ODIS acknowledges compliance with privacy legislation, as evidenced by its Privacy Policy.

14. Independent Legal Advice - The broker acknowledges that they have obtained or have the opportunity to obtain independent legal advice concerning the provisions contained in this agreement.

15. Commercial Electronic Messages Consent

The Broker consents to receive commercial electronic messages from ODIS containing newsletters regarding news, updates, and promotions regarding ODIS's products and services. The Broker may withdraw consent at any time.

Please refer to ODIS Privacy Policy found at <http://www.odisunderwriting.com/privacy-policy/> or contact ODIS for more details.

16. Signature *(Electronic signature or typed name acceptable if document emailed by Signing Officer)*

Brokerage

ODIS Underwriting Inc.

Title:

Title: President

Print Name:

Print Name: Joyce Charman

Signature (Signing Officer):

Signature:



Agreement Effective Date:

****Once completed, please email the signed application to quotes@odisunderwriting.com****

Schedule "A" - Broker Commissions

For standard in house authority business the following commission structure applies:

Product	Broker Commission
Building Owners	15%
Construction	15%
Package Policies	15%
Rented Properties	15%
Student Housing	15%
Vacant Properties	15%
Rented Condominiums	15%
Commercial General Liability	15%
Commercial General Liability with E&O Sublimit	15%
Owners Landlords and Tenants (OL&T)	15%
Stand Alone Premises Liability	15%
Cyber Insurance	15%
Directors & Officers	15%
Professional Liability	15%
Equipment Breakdown	15%

****All commissions are in Canadian dollars**

*****NOTE: Commission may vary for business written outside of our in-house authority, however, applicable commission will always be noted on quote and invoice.**