

Date: 5 November 2021 Version Number: 1.0	Managed Marketing Services Agreement	
CONFIDENTIAL		

OLIVER

MANAGED MARKETING SERVICES AGREEMENT

BETWEEN:

- (1) **OML INC. DBA OLIVER**, a company registered in Delaware with a principal place of business at 55 Broad Street, New York, New York, 10004, USA ("Agency"); and
- (2) **ACRISURE, LLC**, a company organized in the State of Michigan whose principal place of business is located at 100 Ottawa Ave SW, Grand Rapids, MI 49503 ("Client"),

each a "Party" and together the "Parties".

WHEREAS:

- (A) Client is an insurance brokerage company.
- (B) Agency provides marketing, creative and production services including strategy, creative origination, creative production, creative adaptations and versioning (including transcreation/translation), for all forms of marketing and personal communications.
- (C) Client wishes to engage Agency to provide certain services and deliverables to Client from time to time during the Term and Agency has agreed to be engaged on this basis.

IT IS AGREED AS FOLLOWS:

1. Definitions and interpretation

In this Agreement:

- 1.1 unless the context otherwise requires, the following definitions apply:

Ad-hoc Rate Card means the rate card for Ad-hoc Services set out in a Statement of Work.

Ad-hoc Services means services outside the scope of the On-site Services requested by Client and agreed by Agency in a Statement of Work from time to time.

Affiliate means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.

Agency Group means any and all of Agency and its Affiliates.

Agency IP means all Intellectual Property Rights developed or acquired by or on behalf of Agency, in relation to and in any software or program code used to provide the Services, or any Materials: (i) prior to the date of this Agreement; or (ii) otherwise than in the course of providing the Services.

Agency System means the Oliver Marketing Gateway (OMG) or any other software or tool provided by Agency for use in provision of the Services, which may include, without limitation, a digital asset management module and a workflow management module on which Client submits briefs to Agency and which manages the workflows in respect of such briefs.

Agreement means this agreement and its Schedules.

Approval means approval of a Deliverable by Client in accordance with Clause 6 and **Approve** and **Approved** shall be construed accordingly.

Approval Period means two Working Days from Agency's submission of a Deliverable to Client for approval.

Clause refers to a clause of this Agreement.

Client Group means any and all of Client and its Affiliates.

Client Materials means any and all Materials provided by Client for use in performance of the Services and production of the Deliverables.

Confidential Information means subject to the exemptions in Clause 11, the terms of this Agreement and each Statement of Work and all information whether in written, oral or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement or a Statement of Work and which is identified as confidential or is clearly by its nature confidential including information relating to this Agreement, a Statement of Work or the Services, data used or generated in the provision of the Services, any of Client's or Agency's customers, suppliers, products, operations, technology, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs.

Content means all textual and graphical content including text, code, graphics, images, logos, photographs, sounds, music, video, animation, characterisation, URLs, trademarks, Personal Data, and all contact information and/or other data in whatever medium or form.

Contract Year means each period of twelve months during the Term, commencing on the Effective Date, and each anniversary thereof.

Control means in relation to any company: (i) holding a majority of the voting rights in it; (ii) being a member of it and having the right to appoint or remove a majority of its board of directors; or (iii) being a member of it and controlling alone, pursuant to an agreement with other members, a majority of the voting rights in it, and **Controls** and **Controlled** shall be construed accordingly.

Controller means the natural or legal person who determines the purposes and means of Processing Personal Data.

Data means any data: (i) held by Client which is supplied or transferred to or disclosed by or on behalf of Client to Agency, or which is held by Client and is accessible by Agency pursuant to a Statement of Work; and (ii) (other than

data referred to in (i) above) which is created, obtained, collected, stored, used or Processed by Agency on behalf of Client pursuant to a Statement of Work.

Data Protection Laws means all laws relating to the Processing of Personal Data, privacy and security, including, without limitation, the UK Data Protection Act 2018, the EU General Data Protection Regulation 2016/679 and the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and all amendments, or all other applicable or replacement international, regional, federal or national data protection laws, regulations and regulatory guidance.

Deliverables means the output to be provided by Agency as specified in a Statement of Work.

Dispute Resolution Procedure means escalation in accordance with Clause 13.

Effective Date means November 1, 2021.

Fees means the fees and charges payable by Client to Agency for the provision of the Services, Deliverables and/or Agency System, as more particularly described in the relevant Statement of Work.

FTE stands for full-time equivalent.

FTE Hour means an hour's work in the provision of Ad-hoc Services.

FTE Hour Estimate means an FTE Hour estimate for the provision of Ad-hoc Services set out in a Statement of Work.

FTE Hourly Rate means the rate for an FTE Hour of an Agency person of a particular skill level with a particular skill set, as set out in the Ad-hoc Rate Card.

Good Industry Practice means using the standards practices and methods and exercising the skill, diligence, prudence, foresight and judgment which would be expected from a skilled, qualified and experienced person engaged in a similar undertaking under similar circumstances.

Group means in relation to a Party means the Party and its Affiliates.

Intellectual Property Rights means all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trademarks, rights in databases, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions.

Losses means any and all direct losses, liabilities, demands, damages, costs, fines, judgments, awards, penalties, claims, proceedings, expenses (including reasonable professional fees and disbursements).

Materials means any and all artwork, copy, models, designs, Content, TV programme, feature film, footage, character, recording, performance, book, painting, software or other materials.

Milestone means an event or task described as such in a Statement of Work for Ad-hoc Services.

Milestone Achievement means the achievement of a Milestone in accordance with a Statement of Work for Ad-hoc Services.

Milestone Payment means a payment made or to be made by Client to Agency on Milestone Achievement of a Milestone, in accordance with a Statement of Work for Ad-hoc Services.

On-site Services means the services that Agency performs or will perform for Client on an on-going basis during the Term, as specified in a Statement of Work.

Planned Milestone Date means the estimated date by which Milestone Achievement for a particular Milestone is intended to be achieved, as set out in a Statement of Work for Ad-hoc Services.

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Personal Data means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

Process or Processing means any operation or set of operations which is performed on Personal Data whether or not by automated means.

Processor means an entity that processes Personal Data on behalf of a Controller.

Purchase Order means a written purchase order issued by Client and applicable to the Services and Deliverables to be provided under a particular Statement of Work.

Service Level Agreement or SLA means the obligations of Agency to provide the particular Services to particular Service Levels as set out in the relevant Statement of Work.

Service Levels means the service levels for the particular Services (if any) set out in a Statement of Work.

Services means the On-site Service and/or Ad-hoc Services provided or to be provided by Agency to Client, as set out in a Statement of Work entered into from time to time.

Statement of Work or SoW means a statement of work describing Services to be performed and Deliverables to be provided by Agency to Client under this Agreement, prepared using the templates set out in Schedule 2.

SoW Start Date means the date on which the Services under a particular Statement of Work start, as set out in the relevant Statement of Work.

SoW Term means the duration of a particular Statement of Work commencing on the SoW Start Date, as set out in the relevant Statement of Work.

SoW Year means each period of twelve months during the SoW Term of a Statement of Work, commencing on the SoW Start Date, and each anniversary thereof.

Term means the duration of this Agreement, being 2 years beginning on the Effective Date.

Third Party Materials means any and all Materials produced by a third party and which Client or Agency proposes for use in connection with the Services or for incorporation within the Deliverables.

Working Day means any day other than a Saturday or Sunday on which banks are open for trading in New York (or such other location as set out in a Statement of Work).

- 1.2 References to any act, regulation, code of practice or statutory order include any amendment, re-enactment or extension of that act, regulation, code of practice or statutory order and in the case of an act include any relevant regulation, code of practice or order made under it.
- 1.3 The singular includes the plural and vice versa.
- 1.4 Any phrase introduced by the words including, include, in particular or any like expression shall be construed as illustrative only and shall not limit the sense of the words preceding those terms.
- 1.5 Use of any gender includes the other genders.
- 1.6 A reference to persons includes natural persons, companies, partnerships, associations, governments, organisations, states, government or state agencies, foundations and trusts.
- 1.7 If a term of a Statement of Work conflicts with a term of this Agreement, the term of this Agreement shall prevail to the extent of the inconsistency, except where the applicable Statement of Work expressly and specifically states intention to supersede this Agreement.
2. **Statements of Work**
 - 2.1 One or more Client Group companies may request one or more Agency Group companies to provide certain Services and Deliverables from time to time. The specific details of any Services and Deliverables to be provided shall be separately negotiated and agreed in writing between the Parties from time to time in a Statement of Work.
 - 2.2 Where a Client Group company awards a Statement of Work to Agency, references to "Client" in this Agreement and the relevant Statement of Work shall be read as referring to and construed to mean the relevant Client Group company; and (ii) where Client awards a Statement of Work to an Agency Group company, references to "Agency" in this Agreement and the relevant Statement of Work shall be read as referring to and construed to mean the relevant Agency Group company.
 - 2.3 The Fees applicable to each proposed Statement of Work shall be set out in the relevant Statement of Work.
 - 2.4 Each Statement of Work shall be subject to the terms and conditions of this Agreement, unless otherwise specified in such Statement of Work.
 - 2.5 Each Statement of Work must be accompanied by a duly authorized Purchase Order. Agency will not be able to commence work under any Statement of Work until a Purchase Order is provided by Client to Agency.
 - 2.6 Each Statement of Work shall commence on the SoW Start Date set out in the relevant Statement of Work and shall continue until the first to occur of: (i) expiry of the SoW Term, as set out in the relevant Statement of Work (or such extended period as the Parties may agree in writing); or (ii) completion of the Services, as specified in the relevant Statement of Work; or (iii) termination of the Statement of Work in accordance with the terms of this Agreement, or the terms of such Statement of Work, if applicable.
3. **Provision of the Services**
 - 3.1 Client appoints Agency to provide, and Agency agrees to provide: (i) the On-site Services during the SoW Term of the relevant Statement of Work for On-

site Services; and (ii) the Ad-hoc Services during the SoW Term of the relevant Statement of Work for Ad-hoc Services.

- 3.2 Agency shall perform the Services set out in this Agreement and each Statement of Work in a good, safe and workmanlike manner and in accordance with the provisions of this Agreement, the relevant Statement of Work and Good Industry Practice.
- 3.3 Agency shall use reasonable efforts to comply with the applicable Service Levels when providing the Services to Client.
- 3.4 Agency shall be responsible for: (i) providing all IT equipment and mobile phones required by Agency's personnel in order to provide the Services; and (ii) obtaining and maintaining (at Agency's own expense) all licences, powers and consents necessary for Agency to operate its own business.
- 3.5 Agency shall act in willing and reasonable co-operation with any media buying and planning agencies and other communications suppliers appointed by Client from time to time when developing all advertising and marketing campaigns. Client shall ensure that its media buying and planning and other communications suppliers act in willing and reasonable co-operation with Agency.
- 3.6 On the tenth business day of each calendar month, Agency shall provide to Client, a report detailing the Services provided during the previous calendar month, both on a month-by-month basis and on a year-to-date basis or as may otherwise be agreed between the Parties. Such report shall contain the information and be in the format as agreed between the Parties from time to time.
4. **Personnel**
 - 4.1 Agency will allocate suitable personnel with appropriate levels of experience, knowledge, training and seniority to provide the Services.
 - 4.2 Agency shall ensure that its personnel comply with Client's reasonable: (i) policies which are provided to Agency in writing and agreed by Agency in writing prior to the relevant SoW Start Date; and (ii) site rules and instructions while on Client's premises.
 - 4.3 If Agency wishes to replace any of the personnel providing the Services with alternative personnel, it shall propose to Client such alternative personnel as it shall reasonably consider suited to providing the Services, provided always that such alternative personnel shall have a similar level of seniority, knowledge, training and experience as the personnel they are replacing.
 - 4.4 If, in the reasonable opinion of Client, any Agency person engaged in the Services is not competent to perform his responsibilities under this Agreement and/or the relevant Statement of Work, Client shall be entitled to request the removal and replacement of such Agency person. Agreement to such a request shall not be unreasonably withheld or delayed.
5. **Client Responsibilities**
 - 5.1 Client will: (i) co-operate with Agency in all matters relating to the provision of the Services and make available to Agency such information as Agency shall reasonably require in order to provide the Services; (ii) give Agency clear briefings and instructions and ensure that all the facts given to Agency about the products and services provided by Client's business are accurate; (iii) appoint a Client contact in relation to the Services; (iv) provide for Agency, its agents, subcontractors, consultants and employees, in a timely and reasonable manner and at no charge, full, safe and commercially reasonable uninterrupted access (including remote access, where appropriate and allowed) to Client's premises, office accommodation, applicable systems, data, administration, support, services and other facilities as reasonably required by Agency for the purpose of performing the Services; provided that (a) Agency, and to the extent applicable, its agents, subcontractors, consultants and employees, have agreed to Client's policies, site rules and instructions; and (b) Agency, and, to the extent applicable, its agents, subcontractors, consultants and employees, have agreed to in writing to adhere to any required confidentiality obligations pertaining to Client's Confidential Information; (v) ensure that all applicable Client personnel or other persons operating at Client's location are aware and prepared for any and all reasonable requirements of Agency necessary to provide the Services; (vi) ensure that all personnel engaged or supplied by Client who are reasonably required for completion of the Services are made available for the same and their times of availability are communicated to Agency; and (vii) inform Agency of all health and safety rules and regulations and any other reasonable security requirements that apply at Client's premises.
 - 5.2 If Agency's performance of its obligations under this Agreement is prevented or delayed substantially by any act or omission of Client, its agents, subcontractors, consultants or employees: (i) Agency shall not be liable for any costs, charges or losses sustained or incurred by Client that arise directly or indirectly from such prevention or delay; and (ii) Client shall reimburse Agency for any reasonable costs, charges or losses sustained or incurred by Agency that arise directly from such prevention or delay.
6. **Approval of Deliverables**
 - 6.1 Agency will provide Deliverables that comply, in all material respects, with the brief submitted by Client, and accepted by Agency, on the Agency System.
 - 6.2 On delivery of each Deliverable by Agency, Client will promptly and, in any event, within the Approval Period, review the Deliverable to ensure it meets with the brief and, as appropriate: (i) request amendments to it; or (ii) Approve the Deliverable as submitted by Agency or as amended, whereupon, it shall become the final version of the Deliverable. If Client fails to comply with 6.2(i) or (ii) during the Approval Period, the relevant Deliverable will be deemed to be Approved.

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- 6.3 For the avoidance of doubt, a draft Deliverable produced as a result of On-site Services may be reviewed, amended and re-evaluated under Clause 6.2 any number of times, prior to Client Approving it. However, Deliverables produced as a result of Ad-hoc Services will be subject to a maximum number of amendments, as set out in the relevant Statement of Work, after which further rounds of amendments will be charged using the Ad-hoc Rate Card.
- 7. Fees and Payment**
- 7.1 Client shall pay the Fees to Agency. Fees for the Services shall be set out in the relevant Statement of Work.
- 7.2 Where a Statement of Work has an SoW Term of more than 12 months, Agency may, however, increase the Fees, or the Ad-hoc Hourly Rates used to calculate the Fees, as the case may be, on an annual basis with effect from each anniversary of the relevant SoW Start Date in line with the percentage increase in the Consumer Prices Index, as published by the Office for National Statistics from time to time (or failing such publication, such other index as the parties may agree most closely resembles such index), in the preceding 12-month period. The first such increase shall take effect at the beginning of the second SoW Year and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous SoW Year.
- 7.3 Agency shall invoice Client for Fees for the Services in accordance with the relevant Statement of Work.
- 7.4 In addition to the Fees, Client shall reimburse to Agency all third-party costs and out-of-pocket expenses reasonably incurred by Agency in connection with the Services, provided that such third-party costs and out-of-pocket expenses have been approved in advance by Client in writing and that Agency provides reasonable supporting information in respect of such third-party costs and out-of-pocket expenses. Agency shall invoice Client for third-party costs in accordance with the relevant Statement of Work. Agency shall invoice Client for out-of-pocket expenses monthly in arrears.
- 7.5 Invoices will be submitted to Client at the address detailed in the relevant Purchase Order and will quote the Purchase Order number.
- 7.6 Unless otherwise agreed in a Statement of Work, Client shall make payment no later than forty-five (45) calendar days from the date of Client's receipt of invoice.
- 7.7 In the event of any good faith dispute with regard to a portion of an invoice, Client shall raise the dispute within 14 days of the date of Client's receipt of invoice and the undisputed portion shall be paid as set out above. Upon resolution of the disputed portion, any amounts owed to Agency shall be paid by Client.
- 7.8 All amounts payable under this Agreement are exclusive of taxes. If Client is required, pursuant to any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any deduction or withholding in respect of tax or otherwise from any amount or amounts payable to Agency pursuant to this Agreement, Client shall: (i) pay to Agency an additional amount as will, after the deduction or withholding has been made, leave Agency with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding; (ii) promptly pay to the relevant authority within the period permitted by law the amount of such withholding or deduction; and (iii) provide Agency with written evidence (including certification where appropriate) that it has made the payment to the relevant tax authority. Client shall be responsible for paying any and all taxes imposed by any government upon the amounts payable under this Agreement whether invoiced by Agency or otherwise collected in the manner and at the rate from time to time prescribed by law, including sales, use, value-added, goods and services, consumption, personal property, withholding, duties, fees and levies of any kind and penalties and interest related thereto but excluding taxes imposed on Agency's net income, net worth, capital or employees.
- 7.9 If Client fails to pay any amount payable by it pursuant to this Agreement or a Statement of Work by the due date, Agency shall be entitled, but not obliged, to charge Client interest on the overdue amount from the due date up to the date of actual payment at the rate of four per cent (4%) per annum above the base rate for the time being of HSBC Bank plc or the highest rate allowed by applicable law, whichever is lower.
- 7.10 Any sum payable by Client to Agency pursuant to this Agreement or a Statement of Work shall be paid free and clear of all deductions or withholdings whatsoever, save only as otherwise stated herein or that may be required by any applicable law.
- 8. Warranties**
- 8.1 Each Party warrants that: (i) it has all necessary power and authority to enter into and perform its obligations under this Agreement and each Statement of Work; and (ii) it shall comply with all applicable laws relevant to its business operations.
- 8.2 Agency warrants that: (i) the Services supplied shall be provided in a professional manner and in accordance with Good Industry Practice; (ii) Agency's performance of the Services does not and will not violate any applicable law; and (iii) the employees, agents and officers of Agency engaged on the Services will have the necessary skills, qualifications, experience and expertise to carry out the Services on the terms set out in this Agreement and the relevant Statement of Work.
- 8.3 Agency warrants that the Deliverables shall comply, in all material respects, with the brief submitted by Client, and accepted by Agency, on the Agency System.
- 8.4 The warranties, conditions or other terms stated in this Agreement and in the relevant Statement of Work are, to the extent permitted by law, in lieu of all others whether express or implied, including without limitation any implied warranties or conditions of non-infringement, satisfactory quality and fitness for a particular purpose all of which are expressly excluded to the fullest extent permitted by law.
- 9. Ethical Standards**
- 9.1 Each Party shall: (i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**"); (ii) have and maintain in place throughout the term of this Agreement its own policies and procedures, including, if applicable to a Party, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; (iii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and (iv) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement or a Statement of Work.
- 9.2 Breach of this Clause 9 shall be deemed a material breach of the terms of this Agreement.
- 9.3 For the purpose of this Clause 9, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), and section 8 of that Act. For the purposes of this Clause 9, a person associated with a Party includes any subcontractor of such Party.
- 10. Intellectual Property Rights**
- 10.1 Intellectual Property Rights in the Agency IP, including the Agency System, shall at all times remain vested in Agency (or Agency's licensors).
- 10.2 Intellectual Property Rights in the Client Materials shall at all times remain vested in Client (or Client's licensors).
- 10.3 Agency provides the Agency System on the terms set out in Schedule 1.
- 10.4 Where it is proposed to incorporate any Agency IP or Third Party Materials into a Deliverable, Agency shall first provide to Client details of the commercial, licence and other terms on which it is proposed that the Agency IP or Third Party Materials will be used and shall obtain Client's prior written approval to such use, which may be granted or withheld in Client's absolute discretion and which may be provided by Client clicking a button in the Agency System. Where Client gives its approval to such use, Agency, or the relevant third party, as applicable, will retain ownership of, and all Intellectual Property Rights in, the relevant Materials, and Agency shall procure usage rights for the Materials on the commercial, licence and other terms approved by Client.
- 10.5 Subject to Clauses 10.1 and 10.4 and to Client's payment in full for the Services and Deliverables, all Intellectual Property Rights in the Deliverables, will immediately vest in Client and Agency hereby assigns absolutely, by way of present and future assignment, such rights to Client (or procures such assignment).
- 10.6 Agency shall execute such documents and take such steps as Client may reasonably require to give Client the full benefit of this Agreement.
- 10.7 During the relevant SoW Term, Client agrees to and shall grant to Agency a royalty-free, non-transferable, non-exclusive licence to use the relevant Client Materials and Deliverables solely for the purpose of providing the Services and/or Deliverables to Client pursuant to such Statement of Work.
- 10.8 Agency shall procure that all employees, agents and/or permitted subcontractors waive, irrevocably and unconditionally, any and all moral rights in the Deliverables.
- 10.9 Agency shall indemnify and keep indemnified Client against all Losses which Client may suffer or incur and which arise directly as a result of any claim that: (i) any Agency personnel have wilfully or recklessly infringed the copyright of a third party; (ii) Client's use of Third Party Materials in accordance with the commercial, licence and other terms approved by Client in accordance with Clause 10.4 infringes the Intellectual Property Rights of a third party; or (iii) the Agency IP infringes the Intellectual Property Rights of a third party.
- 10.10 Client shall indemnify and keep indemnified Agency against all Losses which Agency may suffer or incur and which arise directly as a result of any claim that Agency's use or possession of Client Materials in accordance with this Agreement and/or the relevant Statement of Work infringes the Intellectual Property Rights of a third party.
- 10.11 Where a Party is subject to a third party claim to which Clause 10.9 or 10.10 applies, such Party shall: (i) promptly notify the indemnifying Party in writing of any allegation of infringement of which it is aware and shall not make any admissions without the indemnifying Party's prior written consent; (ii) at the indemnifying Party's request and expense, allow the indemnifying Party's to conduct and/or settle all negotiations and litigation resulting from any such claim; and (iii) give all reasonable assistance with such negotiations or litigation when requested by the indemnifying Party.
- 11. Confidentiality**
- 11.1 Neither Party may, and each Party must ensure that its employees, agents and subcontractors do not, divulge to any third party any Confidential Information of the other Party or its Group, without the other Party's prior written consent.
- 11.2 Each Party must confine use of the other Party and its Group's Confidential Information to its professional and other advisors and such of its employees, agents or subcontractors as are employed in connection with this Agreement

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and/or a Statement of Work and require the information in order to discharge their duties.

11.3 The restrictions in this Clause 11 shall not prevent the disclosure of a Party or its Group's Confidential Information which: (i) is in the public domain other than by default of the other Party; (ii) was already lawfully known, or became lawfully known to the other Party independently; or (iii) is required by applicable law, or judicial or regulatory subpoena. In the event the disclosure of a Party's Confidential Information is required of the other Party by applicable law, judicial or regulatory subpoena, such Party shall provide other Party whose Confidential Information is being required to be disclosed with prompt written notice of any such requirement in order to afford that Party time either to seek an appropriate protective order (or other remedy) or a waiver of compliance therewith. If such order or other remedy is not obtained, disclosure of only that portion of the applicable Confidential Information that, in the opinion of counsel to such Party being required to disclose, is legally required to be disclosed and shall exercise all reasonable efforts to obtain assurances that confidential treatment will be accorded the applicable information. The Parties shall cooperate reasonably with each other in all respects in seeking to obtain a protective order or other remedy or otherwise to diligently contest or limit the required disclosure.

11.4 Each Party recognizes that any breach or threatened breach of this Clause 11 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the Parties agree that the non-defaulting party shall be entitled to seek the remedies of specific performance, injunction and other equitable relief without proof of special damages.

11.5 This Clause 11 shall bind the parties during the Term and for a period of 3 years following termination or expiry of this Agreement.

12. Data and Data Protection

12.1 Each party shall comply with its respective obligations under applicable Data Protection Laws.

12.2 Client shall not provide any Personal Data to Agency unless set out in a Statement of Work or otherwise agreed in writing between the Parties from time to time. If the Parties agree in writing that Agency will process Personal Data on behalf of Client pursuant to a Statement of Work, without prejudice to Clause 12.1: (i) Agency shall: (a) not Process Personal Data for any purposes other than those agreed between the Parties in writing; (b) not disclose or permit the disclosure of any of Personal Data to any third party unless authorized in writing by Client; and (c) not Process Personal Data in a manner that will result in Client breaching its obligations under applicable Data Protection Laws; and (ii) Client shall: (a) be responsible for cleansing all Personal Data provided and ensuring it is fit for the purpose for which it is provided to Agency; (b) ensure it holds all necessary consents, permissions and authorities necessary to provide Personal Data to Agency and for Agency to Process such Personal Data in accordance with the relevant Statement of Work; and (iii) not do or omit to do anything to such Personal Data that will result in Agency breaching its obligations under applicable Data Protection Laws related to such Personal Data.

12.3 Client shall indemnify and keep indemnified the Agency against any and all Losses which the Agency may suffer or incur and which arise directly as a result of the Client's breach of clause 12.2.

12.4 The Parties shall enter into a Cybersecurity Addendum, attached at Schedule 3, that details obligations and liabilities related to handling of non-public information, including Personal Data, between the Parties.

12.5 If the Parties agree in writing that Agency will Process Personal Data on behalf of Client pursuant to a Statement of Work, the description of the Processing activities to be performed by Agency and the nature of the Personal Data Processed under that Statement of Work shall be included within the relevant Statement of Work and shall include the following, which may be contained in a data processing addendum to such SoW: (i) the subject matter of the Processing; (ii) the duration of the Processing; (iii) the nature and purpose of the Processing; (iv) the categories of Personal Data to be Processed; (v) the categories of data subject whose Personal Data will be Processed; and (vi) a high level description of the security measures that Agency and Client will take to protect the Personal Data. The Parties shall ensure that the description of the Processing activities and the nature of the Personal Data Processed under each Statement of Work (if any) are kept up to date.

12.6 To the extent Agency Processes any Personal Data on behalf of Client, Agency shall: (i) Process such Personal Data only in accordance with Client's documented instructions; (ii) upon termination or expiry of the relevant Statement of Work, promptly delete or return such Personal Data (at Client's direction) unless applicable laws require retention by Agency of any Personal Data, in which case only such Personal Data may be retained strictly for the purposes of compliance with such applicable laws; (iii) implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure to satisfy the requirements of applicable Data Protection Laws (as described in the relevant Statement of Work pursuant to Clause 12.5(vi) of this Agreement) ("**Measures**") and Agency shall ensure that any changes made to the Measures are notified to Client as soon as practicable and that the relevant Statement of Work is kept accurate and up-to-date; (iv) ensure reliability of any of its personnel with access to Client's Personal Data and ensure such personnel have a binding obligation to protect the confidentiality of Personal Data; (v) in respect of any suspected or actual data incident, including any

suspected or actual accidental, unlawful or unauthorized destruction, disclosure, loss, alteration or access in relation to Client's Personal Data caused directly by Agency: (a) notify Client without undue delay in writing (but in any event within 48 hours of becoming aware); (b) provide, on an on-going basis, all reasonable information relevant to such data incident, including information on the Personal Data affected, likely consequences of the breach and measures proposed to mitigate risks; and (c) provide all reasonable cooperation and assistance to Client as Client may require (including mitigation of risk or notifying data protection authorities or individuals affected); (vi) taking into account the nature of the Processing carried out by Agency and the nature of information available to Agency, at Client's cost and expense, provide reasonable cooperation and assistance to Client as Client may require to allow Client to comply with its obligations as a Controller, including in relation to data security, data incidents and breaches, privacy or data protection impact assessments, prior consultation with data protection authorities, any enquiry, notice or investigation received from a data protection or law enforcement authority, and the fulfillment of individuals' rights; (vii) refer promptly to Client any requests, notices or other communication from individuals, third parties, relevant data protection authorities or any other law enforcement authority, including providing details of such requests, notices, or communications; and (viii) provide all information reasonably requested by Client to demonstrate Agency's compliance with this Clause, including responding to any written assessments or questionnaires provided to Agency by Client on a periodic basis and Agency shall notify Client if it becomes aware that any information supplied to Client under this Clause 12.6(viii) is inaccurate.

12.7 Agency shall not engage a subcontractor to Process Client's Personal Data without the prior written consent of Client. For the avoidance of doubt, Client hereby grants to Agency a general authorisation to engage one or more subcontractors to Process Personal Data, subject to Agency: (i) providing Client with details of the Processing undertaken by such subcontractors on request; (ii) imposing obligations on such subcontractors by way of written agreement that are substantially the same as those set out in this Clause 12; and (iii) remaining fully liable to Client for the acts and omissions of such subcontractors as if they were Agency's own acts and omissions.

12.8 Agency shall ensure that no Client Personal Data is Processed (including by way of remote access) outside of any territory in which restrictions are imposed on the transfer of Personal Data across borders under the Data Protection Laws without the prior written consent of Client. Any consent granted by Client shall be subject to Agency ensuring a data transfer mechanism provided for by the applicable Data Protection Laws applies and/or has been implemented to allow for the transfer of Personal Data without breach of Data Protection Laws.

12.9 In the event that the data transfer mechanism relied upon by Agency is declared invalid (by, for example, a competent court or authority), Agency shall notify Client promptly in writing. Client shall be entitled in its sole discretion to revoke its consent given to the Processing pursuant to Clause 12.8 and Agency shall cooperate with Client in good faith to find an alternative legal ground for the Processing of Client Personal Data.

13. Governance and Escalation

13.1 The Parties will each appoint a primary contact to manage the day-to-day operations of this Agreement. Each Party will promptly notify the other should their primary contact change or be unavailable for performance of their duties for a continuous period of over one (1) month.

13.2 The Parties will procure that their respective primary contacts will liaise regularly throughout the Term to ensure the Services are provided in accordance with this Agreement and the relevant Statement of Work.

13.3 The Parties will conduct a full evaluation and review of their relationship annually, including the performance and utilisation of Agency personnel and the Fees. Any resulting changes agreed to the Services, the Service Levels, the Fees or any other aspect of the Agreement or a Statement of Work shall be agreed in writing in accordance with Clause 20.5. No change shall be effective until such time as such agreement is documented in writing and signed by the authorized representative of each Party.

13.4 Either Party will, in the first instance, refer on written notice ("**Dispute Notice**") a dispute or difference between the Parties arising out of or in connection with this Agreement or a Statement of Work to the following dispute resolution procedure: (i) within five (5) Working Days of the date of receipt of the Dispute Notice (or such other period as is agreed in writing between the Parties) senior managers of Agency and Client will meet to endeavor, in good faith, to resolve the matter in dispute and will otherwise endeavor to resolve the dispute within ten (10) Working Days of the date of receipt of the Dispute Notice ("**First Level Escalation**"); (ii) if the First Level Escalation fails to resolve the dispute, then within five (5) Working Days of the First Level Escalation ending (or such other period as is agreed in writing between the Parties), Agency's Chief Executive Officer and Client's Head of Marketing will meet to endeavor, in good faith, to resolve the matter in dispute and will otherwise endeavor to resolve the dispute within ten (10) Working Days after the end of the First Level Escalation ("**Second Level Escalation**"); and (iii) if the Second Level Escalation fails to resolve any matter in dispute, then the Parties shall resolve the dispute in accordance with Clause 20.11 to 20.13 (inclusive).

13.5 Notwithstanding the provisions of this Clause 13, either Party may commence or take proceedings or seek remedies before the courts or any competent authority for interim, interlocutory or injunctive remedies in relation to this Agreement.

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14. Limitation of liability

- 14.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury resulting from its negligence, for fraud or for anything else which cannot be limited or excluded at law.
- 14.2 Excluding liability which arises under or in connection with Clause 9 (which shall be limited to USD 1.5 million) and subject to Clauses 14.1, Client's aggregate liability in respect of any loss or damage suffered or incurred by Agency arising out of or in connection with a Statement of Work in any SoW Year (whether in contract, tort (including negligence), for breach of statutory duty or otherwise) shall be limited to the lower of: (i) USD 1 million; and (ii) one hundred per cent (100%) of the Fees paid or payable by Client to Agency pursuant to that Statement of Work in that SoW Year.
- 14.3 Excluding liability which arises under or in connection with Clauses 9 (which shall be limited to USD 1.5 million) and subject to Clauses 14.1, Agency's aggregate liability in respect of any loss or damage suffered or incurred by Client arising out of or in connection with any Statement of Work in any SoW Year (whether in contract, tort (including negligence), for breach of statutory duty or otherwise) shall be limited to the lower of: (i) USD 1 million; and (ii) one hundred per cent (100%) of the Fees paid or payable by Client to Agency pursuant to that Statement of Work in that SoW Year.
- 14.4 Subject to Clauses 14.1, neither Party shall be liable (whether in contract, tort (including negligence), for breach of statutory duty or otherwise) for any special, indirect or consequential loss or damage of any kind, including: (i) loss of anticipated savings; (ii) loss of revenue, profits, contracts or business or opportunities (in each case whether direct or indirect); (iii) loss of, or corruption to, data; or (iii) loss of goodwill or harm to reputation, even if the other Party has been advised of the possibility of such damages..
- 14.5 Neither Party shall be in breach of this Agreement or a Statement of Work nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement or a Statement of Work (save for an obligation to pay) if such delay or failure results from events, circumstances or causes beyond its reasonable control (each a "Force Majeure"). The Parties shall use their best efforts during the Term to avoid or, if unavoidable, minimize the effects of any Force Majeure upon performance of their respective obligations under this Agreement. In the event of a Force Majeure that persists for ninety (90) days or more, then either Party may terminate this Agreement immediately upon written notice to the other Party.

15. Insurance

Agency shall insure its liability under this Agreement and each Statement of Work and will produce to Client upon demand satisfactory evidence that the level of cover is adequate and the relevant policy or policies are in force, which shall include the following coverage and minimum limits of liability: (i) Workers' Compensation covering Agency's employees, in statutory amounts; (ii) Commercial General Liability covering bodily injury and property damage liability with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate; (iii) Commercial Automobile Liability with limits not less than \$1,000,000 each occurrence, as applicable; (iv) Errors & Omissions with a limit of not less than \$5,000,000; and, to the extent Agency processes any Personal Data for Client, (v) Cyber Liability with limits not less than \$5,000,000.

16. Term and Termination

- 16.1 This Agreement shall commence on the Effective Date, notwithstanding that it may be executed after that date, and shall continue for the Term unless terminated earlier in accordance with its terms.
- 16.2 Upon reasonable prior written notice to Agency, Client shall have the right at any time to amend or cancel any particular campaign, provided that Client shall: (i) pay the Fees in respect of such amended or cancelled campaign, as set out in the relevant Statement of Work; and (ii) reimburse Agency for any reasonable sunk costs associated with the amended or cancelled campaign.
- 16.3 Either Party shall have the right at any time and for any reason to terminate: (i) this Agreement or any Statement of Work for On-site Services by giving the other Party at least three (3) months' prior written notice; and (ii) any Statement of Work for Ad-hoc Services on giving the other Party at least thirty (30) days' prior written notice.
- 16.4 Either Party shall be entitled to terminate this Agreement and/or any Statement of Work ("Terminating Party") with immediate effect by written notice to the other Party if: (i) a Party is in material or persistent breach of any of its obligations under this Agreement or a Statement of Work ("Defaulting Party") and, if capable of remedy, does not remedy the breach within thirty (30) days from the date of the written notice from the other Party specifying the breach and requiring its remedy; (ii) a Party becomes insolvent or unable to pay its debts as and when they fall due, proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; (iii) any petition is presented, order made or resolution passed for a Party's winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution; (iv) a Party otherwise proposes or enters into any composition or arrangement with its creditors generally, ceases to carry on business or claims the benefit of any statutory moratorium; or (v) a Party is subject to any event analogous to those set out in Clause 16.4(ii) to (iv) in any other jurisdiction.

17. Consequences of Termination

- 17.1 Expiration or termination of any individual Statement of Work shall not affect this Agreement or any other Statement of Work which shall continue in full force and effect.

- 17.2 Expiration or termination of this Agreement for any reason shall cause any Statements of Work entered into under it which are still in effect to terminate or expire in accordance with such SoW, unless otherwise stated in an agreed upon writing by the Parties.

- 17.3 On termination of a Statement of Work, all Services under such Statement of Work shall be discontinued and, where the Statement of Work was for Ad-hoc Services, Client shall pay to Agency (i) Fees for the actual time spent by Agency in the provision of the Services and/or Deliverables up to the effective date of termination and any affected work-in-progress at the time of termination, using the Ad-hoc Hourly Rates in the Ad-hoc Rate Card; and (ii) any reasonable sunk costs incurred by Agency in connection with the provision of the Services and/or Deliverables. For the avoidance of doubt, where payment of the Fees is contingent on Agency meeting particular Milestones or delivering particular assets, the total amount paid by Client under this Clause 17.3 shall not exceed the payment that would have been due for Milestone Achievement of the particular Milestone, or delivery of the particular asset, towards which Agency was working at the effective date of termination.

- 17.4 On expiry or earlier termination of a Statement of Work for any reason: (i) subject to Client's payment in full for the Services and Deliverables, Agency shall provide reasonable assistance and cooperation to Client in the transition from provision of the Services and/or Deliverables by Agency to the provision of such or similar goods or services by Client or a third party; (ii) the licence granted to Agency pursuant to Clause 10.7 shall automatically terminate; (iii) Agency shall immediately cease using and return to Client (or at Client's option, destroy) the materials which are the subject of the licence granted pursuant to Clause 10.7; (iv) each Party shall immediately cease using and return to the other Party (or at the other Party's option, destroy) all Confidential Information of the other Party then in its possession, provided, however, that a Party may retain copies of Confidential Information (a) to comply with applicable law or regulation, (b) to comply with any applicable records management or similar policy or (c) that are stored on a secure and internal IT backup or disaster recovery system until the ordinary course deletion thereof. Any such retained Confidential Information shall continue to be subject to the confidentiality obligations herein. Agency shall return to Client all equipment, site security passes, keys and other items owned by Client and made available by Client to Agency.

- 17.5 Subject to Client's payment of all undisputed invoices in full for the related Services and Deliverables, Agency shall make available to Client immediately following the termination (or such other times as may be mutually agreed between the Parties) all of Deliverables and materials in respect of which an assignment or licence of the Intellectual Property Rights therein has been made or granted in favor of Client. Client shall raise any concern about any disputed invoice with Agency within 14 days of Client's receipt of invoice and the Parties shall promptly commence discussion in good faith with a view to resolving any dispute promptly.

- 17.6 Termination of this Agreement and/or any Statement of Work shall not affect either Party's accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination, including Clauses 8, 9, 10, 11, 12, 14, 17, 18, 19 and 20.

18. Non-solicitation

- 18.1 Client agrees that it will not, on its own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during, or for a period of 12 months from the end of, each SoW Term solicit or entice away or attempt to solicit or entice away (or authorize the taking of any such action by any other person) any Agency personnel who worked on the Services under that Statement of Work at any time during the last 12 months of the SoW Term. If Client breaches this provision, Client shall be obligated to pay Agency, as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the compensation (exclusive of bonuses and commissions) paid or to be paid by Client to the former employee of Agency during the first twelve (12) months of employment with Client. General advertisements or notices for employment not specifically targeted at employees of Agency (for example, as may be placed in newspapers, periodicals and on the Internet) shall not be considered solicitation prohibited by this Clause.

19. Notices

- 19.1 Notices required to be served under this Agreement or a Statement of Work must be in writing and may be delivered by hand, sent by prepaid recorded delivery (including special delivery) or registered post or, in the case of an address for service outside the United Kingdom, prepaid international recorded airmail, or sent by email to the postal or email address of the other Party as set out below, or any other address notified in writing from time to time.

to Client at:

Address: Acrisure, LLC, 100 Ottawa Ave NW, Grand Rapids, MI 49503

Email: lawdepartment@acrisure.com

in each case marked for the attention of: Chief Legal Officer

to Agency at:

Address: 151 Rosebery Avenue, London, EC1R 4AB, United Kingdom

Email: CompanySecretary@oliver.agency

in each case marked for the attention of: The General Counsel

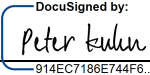
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- 19.2 Any notice shall be deemed to have been received: (i) if hand delivered or sent by prepaid recorded delivery (including special delivery) or registered post or prepaid international recorded airmail, at the time of delivery; and (ii) in the case of email, on the date sent with confirmation of transmission, if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient.
20. **General**
- 20.1 Neither Party shall, without the prior written consent of the other (not be unreasonably withheld or delayed), assign or subcontract the whole or any part of this Agreement or a Statement of Work. Where a Party consents to the other Party subcontracting the whole or any part of this Agreement or any Statement of Work, such Party shall remain liable for all acts and omissions of its subcontractor as if they were such Party's own acts and omissions.
- 20.2 If any provision of this Agreement or a Statement of Work is held to be invalid or unenforceable, that provision will be severed from this Agreement or that particular Statement of Work (as applicable) and the remainder will continue in full force and effect.
- 20.3 Unless otherwise agreed in writing, this Agreement and the Statements of Work constitute the only terms governing the contractual relationship between Client and Agency in relation to the Services and Deliverables.
- 20.4 Any terms or conditions quoted or offered by Client or Agency, whether before or after execution of this Agreement or any particular Statement of Work are void and of no effect whatsoever.
- 20.5 The terms of this Agreement or any Statement of Work may only be varied by written agreement between the Parties.
- 20.6 If either Party delays in enforcing, or does not enforce, any right, which either Party may have under this Agreement or a Statement of Work, this does not imply that that right has been waived. If either Party waives any specific obligation or liability under this Agreement or a Statement of Work, such waiver will not extend to any other obligations or liabilities under this Agreement or any Statement of Work.
- 20.7 Agency is an independent contractor and nothing in this Agreement or any Statement of Work shall be deemed to constitute a partnership or any employment relationship between the Parties, nor shall anything in this Agreement or any Statement of Work be deemed to constitute one Party the agent of the other for any purpose.
- 20.8 The Parties do not intend that any term of this Agreement or any Statement of Work should be enforceable by any person who is not a party to it. For the avoidance of doubt Client and Agency may vary the terms of this Agreement (and the relevant executing Client Group company and Agency Group company may vary the terms of a Statement of Work) so as to extinguish or vary the rights of any third party without requiring additional consent from such affected third party.
- 20.9 The Parties may (to the extent permitted by applicable law) conduct transactions using an electronic commerce approach by electronically transmitting and receiving legally binding purchase and sale obligations.
- 20.10 This Agreement may be executed by exchange of emailed signed, scanned, PDF copies and in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one single agreement between the Parties.
- 20.11 This Agreement and any disputes arising out of or in connection with it (whether contractual or non-contractual such as claims in tort, for breach of statute or regulation, or otherwise), shall be construed in accordance with and governed exclusively by the laws of New York, United States.
- 20.12 Any and all disputes or litigation between the Parties arising out of or in connection with this Agreement (whatever the cause of action) shall be conducted exclusively in the federal courts of the United States of America or the courts of the State of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 20.13 For the avoidance of doubt, a Statement of Work may apply a different governing law and/or jurisdiction to that set out in Clause 20.11 and 20.12.

This Agreement has been entered into on the Effective Date as set out herein.

Signed for and on behalf of **OML INC** by:

DocuSigned by:


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Signature: _____

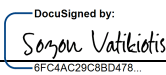
Print Name: Peter Kuhn

Title: CEO North America

Date: 10-Nov-2021 | 6:43 PM GMT

Signed for and on behalf of **ACRISURE, LLC** by:

DocuSigned by:


6FC4AC29C8BD478...

Signature: _____

Print Name: Sozon C. Vatikiotis

Title: Chief Operating Officer

Date: 12-Nov-2021 | 8:48 AM EST

Schedule 1

The Agency System (OMG)

Delivery Dates
<p>Go-Live Date: 1 January 2022</p>
SaaS Services
<p>Subject to the Terms and Conditions set out in this Schedule, Agency will provide Client with the following services:</p> <ul style="list-style-type: none"> (a) Implementation Services described below; (b) Subscription Services for OMG; and (c) Support Services; <p>(together, "SaaS Services").</p>
<p>Implementation Services</p> <p>Agency will use commercially reasonable efforts to provide Client the Implementation Services, as follows:</p> <ul style="list-style-type: none"> (a) Participation in workshops to define ideal end to end workflow for implementation; (b) Site configuration based on output from workshop sessions; (c) Site branding to meet Client's branding requirements; (d) User creation & grouping based on provided list of users; (e) SSO integration (if available); (f) Data migration of content from current platform / suppliers (subject to Client facilitating the cooperation of such third party platform providers / suppliers; (g) Integration with other platforms where required and possible; and (h) Provision of training documentation and online training sessions.
<p>Subscription Services: Annual subscription for use of the following modules of OMG:</p> <ul style="list-style-type: none"> (a) Briefing (b) Planning (c) Approvals <p>The Subscription Services include:</p> <ul style="list-style-type: none"> (a) Authorised Users – an unlimited number of Authorised Users; and (b) Storage – a total of 500GB of storage.
<p>Support Services:</p> <ul style="list-style-type: none"> <u>Email Support</u> – Daily technology support via email to omgsupport@oliver.agency between 09:00-17:30 EST on Working Days. <u>Target Uptime</u> – Agency will endeavor to make the SaaS Service available at a Target Uptime of 99.9% uptime per calendar month. Scheduled Downtime, Emergency Downtime and Downtime caused by Force Majeure Events, will not be taken into consideration for the purposes of assessing Target Uptime. <u>Penetration Test</u> – Agency will ensure a penetration test is performed by a suitable third party at least once every 12 months.



TERMS AND CONDITIONS

This SaaS Agreement is comprised of the SaaS Schedule and these Terms and Conditions and is effective from the Commencement Date set out in the SaaS Schedule, notwithstanding that it may be entered into after that date between Agency and Client. This SaaS Agreement includes and incorporates the SaaS Schedule, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. In the event of any conflict between the SaaS Schedule and the Terms and Conditions, the Terms and Conditions will take priority.

1. Definitions

In these terms and conditions, the following terms have the corresponding meanings, unless the context requires otherwise:

Authorised Users means Client's employees, agents, contractors and service providers working on Client's behalf;

Client Data means the Client Materials and all other data (including Personal Data) that is uploaded into, entered into or otherwise accessible by OMG;

Documentation means the user guide and any other documentation issued by Agency with respect to the use of or troubleshooting of OMG, as amended and notified to the Client in writing by Agency from time to time;

Downtime means any period during which OMG is unavailable to Authorised Users;

Emergency Downtime means Downtime required to undertake emergency fixes, such as that required to fix known security issues or to avoid potential security breaches or data loss, or any period of Downtime caused by events beyond Agency'sreasonable control;

Implementation Services means the implementation of OMG to the Client's specifications, as described in this Schedule;

Technology Fees means the fees for OMG as set out in the relevant Statement of Work;

Go-Live Date means the date specified as such in this Schedule, being the date by which Agency will endeavour to complete the Implementation Services in accordance with section 3 of this Schedule;

Scheduled Downtime means reasonable, planned Downtime for the maintenance and upgrade of OMG, for which Agency will provide Client with as much notice as reasonably possible;

Subscription Services means the right to access and use OMG, in accordance with this Schedule;

Target Uptime means the target Uptime for OMG specified in this Schedule;

Uptime means that OMG is accessible and can be used by Authorised Users. For the avoidance of doubt, in determining the Uptime, any periods of Scheduled Downtime, Emergency Downtime or Downtime due to a Force Majeure Event will be excluded;

Virus means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation

of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. Subscription Services

- 2.1. Agency grants to Client, during the Term, a non-exclusive, non-transferable and non-sublicensable right, to permit its Authorised Users to access and use OMG for Client's internal business purposes, and otherwise in accordance with the Documentation.
- 2.2. Client must not, and must ensure that the Authorised Users do not, directly or indirectly:

(1) reverse engineer, de compile, reverse compile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to OMG or the Documentation;

(2) modify, translate, copy, duplicate, republish, transmit or create derivative works based on OMG or the Documentation;

(3) sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make OMG or Documentation available to any third party, save for Authorised Users;

(4) attempt to use OMG or any part of it to develop a competitive product or service or to provide services to third parties;

(5) access, store, distribute or transmit any Viruses through OMG;

(6) use OMG to store material that violates the rights of a third party, or which is illegal, harmful, threatening, defamatory, obscene, infringing, discriminatory, harassing or racially or ethnically offensive; or

(7) remove any proprietary notices or labels from OMG or the Documentation.

3. Implementation Services

- 3.1. Agency will use its reasonable endeavors to complete the Implementation Services by the Go-Live Date.

4. Support Services

- 4.1. Agency will provide the Support Services and use its reasonable endeavors to ensure that OMG meets the Target Uptime.

5. Intellectual Property

- 5.1. With the exception of the limited rights granted to Client in accordance with section 2.1 of this Schedule, any and all Intellectual Property Rights and other proprietary rights in OMG, the software functionality accessible via OMG and Documentation, remain the sole and exclusive property of Agency (or its licensors, as the case may be).

6. Client Data

- 6.1. All Client Data will be hosted on servers located in the United Kingdom, the European Economic Area or another jurisdiction agreed by the parties and specified in OMG.
- 6.2. All Client Data is and will at all times remain the property of the Client. The Client grants to Agency a worldwide, non-exclusive and royalty-free licence to use, copy, host, modify and transmit the Client Data for the sole purpose of providing OMG to Client. Agency may sub-license its rights under this section 6.2 to its subcontractors, to the extent necessary for proper provision of OMG.
- 6.3. Client warrants to Agency that the Client has obtained all approvals, licences, consents or permissions required by law, to submit the Client Data to OMG (including, without limitation, in respect of any Personal Data).
- 6.4. Notwithstanding any other term, Agency has the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of OMG and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Agency will be free (during and after the term hereof) and pursuant to the Cybersecurity Addendum attached hereto, to:
(a) use such information and data to improve and enhance OMG and for other development, diagnostic and corrective purposes in connection with OMG and other Agency offerings; and (b) disclose such data to any third party, solely in aggregated or other anonymised and deidentified form for any purpose.

7. Warranties

- 7.1. Except as expressly and specifically set out in this Agreement:
 - (1) Client assumes sole responsibility for results obtained from the use of OMG and the Documentation by Client, and for conclusions drawn from such use. Agency will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Agency by Client in connection with the s, or any actions taken by Agency at Client's direction;
 - (2) OMG and the Documentation are provided to Client on an "as is" basis.

8. Subcontracting and Assignment

- 8.1. Notwithstanding Clause 20.1 of the Agreement, Agency may subcontract any part of the SaaS Services to a third party from time to time.

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Schedule 2

OLIVER

Template Statements of Work

Statement of Work No: **[complete]**Statement of Work Name: **[complete]**

1.	Parties:	[Client company details.] , a company registered in [X] under number [X] with an office at [X] (" [Client] ").
		[Oliver company details] , a company registered in [England and Wales] under number [X] whose registered office is at [151 Rosebery Avenue, London, EC1R 4AB] (" Agency ").
2.	Terms:	<p>[This Statement of Work for Services relates to the Master Agreement between Client and Agency dated [complete date] ("Agreement"). Pursuant to the Agreement, Agency has agreed to provide certain Services and/or Deliverables in accordance with written Statements of Work, such as this one, entered into from time to time.</p> <p>This document constitutes a Statement of Work for Services under the Agreement and this Statement of Work and the provision of the Services and/or Deliverables set out herein are subject to and hereby incorporate the terms and conditions of the Agreement.</p> <p>Where a term of this Statement of Work conflicts with a term of the Agreement, the term of the Agreement shall prevail to the extent of the inconsistency, except to the extent that this Statement of Work expressly and specifically states an intention to supersede the Agreement.]</p>
3.	SoW Start Date:	[complete date] .
4.	SoW Term:	The period of time commencing on the SoW Start Date and ending on [date][termination of this Statement of Work in accordance with its terms] .
5.	Duration:	This Statement of Work shall commence on the SoW Start Date, notwithstanding that it may be executed after that date, and shall continue for the SOW Term, unless terminated earlier in accordance with its terms.
6.	Services:	<ol style="list-style-type: none"> The Services set out in this Statement of Work are [Core/Ad-hoc] Services. During the SoW Term, the Agency shall provide the following Services: <ol style="list-style-type: none"> social media management content and community management copywriting transcreation data analysis photo/video production offline asset production (out of home (OOH), print) online asset production (website, banners, social media assets) post-production brand/creative/content strategy search engine marketing (SEM) / search engine optimisation (SEO) print procurement and delivery brand consultancy design – branding creative adaptation online content management customer experience (CX) planning customer relationship management

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		(s) software engineering / web development (t) performance marketing management (u) retail and shopper marketing (v) brand activation (w) e-commerce (x) technology (OMG, content tools, etc.) (y) brand / creative origination (z) media buying (aa) events (bb) public relations (PR) (cc) creative spaces (dd) business consultancy - audit, recommendations
8.	Service Levels:	[Complete if required, or delete row]
9.	Deliverables:	[Complete if required, or delete row] The Agency will provide some or all of the following types of Deliverables, in provision of the Services: (a) [complete]
10.	Fees:	<p>[Include the below paragraphs 1 to 6 for Core Services. Delete, if this Statement of Work is for Ad-hoc Services]</p> <ol style="list-style-type: none"> The Fees for this Statement of Work shall be calculated on the following basis: <ol style="list-style-type: none"> Set-up Fees: Notwithstanding [relevant clause] of the Agreement, the Agency will invoice USD [complete] in advance which, shall be payable immediately on presentation of the invoice. Technology Fees: Notwithstanding [relevant clause] of the Agreement, Agency will invoice USD [complete] on the SoW Start Date for the first SoW Year's subscription to OMG. The Agency will invoice USD [complete] for the technology fees for each subsequent SoW Year's subscription for OMG 30 days prior to the commencement of such subsequent SoW Year. Implementation Fees: Notwithstanding [relevant clause] of the Agreement, the Agency will invoice USD [complete] in advance which, shall be payable immediately on presentation of the invoice. Core Service Fees: The Agency will invoice USD [complete] [quarterly] in [advance]. The Core Services are provided as a managed service. Therefore, subject to paragraph 3 below, the Core Service Fees are inclusive of all costs associated with the provision of the Core Services, including (i) all costs associated with the Agency's personnel; (ii) all IT hardware, software and computer peripherals and telecommunications equipment to be used by such personnel; (iii) the resource management tool used by the Agency; and (iv) all of the Agency's business overheads. The Fees above are fixed. The Agency may, however, increase the Core Service Fees and the technology Fees on an annual basis with effect from each anniversary of the SoW Start Date in line with clause 7 of the Agreement + 1% for technology refresh. The first such increase shall take effect at the beginning of the second SoW Year. In addition to the Fees set out above, the Client shall reimburse to the Agency all out-of-pocket expenses reasonably incurred by the Agency in connection with the Services, provided that such expenses have been approved in advance by the Client and that the Agency provides reasonable supporting information in respect of such expenses. Invoices for this Statement of Work shall be issued in [USD]. <p>[Include the below paragraphs 7 to 12 for Ad-hoc Services. Delete if this Statement of Work is for Core Services.]</p>

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5. The Fees for this Statement of Work shall be calculated on the following basis:
- [Use this paragraph if this Statement of Work provides for Fees for Ad-hoc Services to be calculated on a time and materials basis - (i) The Agency shall invoice at the hourly rates set out in the Ad-hoc Rate Card for hours spent by the Agency's personnel in the provision of the Services; and (ii) the Agency shall invoice the Client for the Fees monthly in arrears.]
 - [Use this paragraph if this Statement of Work provides for Fees for Ad-hoc Services to be calculated on an asset basis - (i) The Agency shall invoice at the asset rates set out in the Ad-hoc Rate Card for all assets produced by the Agency personnel in the provision of the Services; and (ii) the Agency shall invoice the Client for the Fees monthly in arrears.]
 - [Use this paragraph if this Statement of Work provides for Fees for Ad-hoc Services to be fixed and payable on milestone achievement – The Agency shall invoice the Client for each milestone payment on milestone achievement of the relevant milestone, as set out below.

Milestone No	Milestone Description	Planned Milestone Date	Milestone Payment (lump sum or % of total Fees)
01	Execution of this Statement	[complete]	[complete]
02		[complete]	[complete]
03		[complete]	[complete]
04		[complete]	[complete]
05		[complete]	[complete]

6. The Agency may increase the Fees on an annual basis with effect from each anniversary of the SoW Start Date in line with clause 7 of the Agreement. The first such increase shall take effect at the beginning of the second SoW Year.
7. In addition to the Fees set out above, the Client shall reimburse to the Agency all third party costs and out-of-pocket expenses reasonably incurred by the Agency in connection with the Services, provided that such third party costs and expenses have been approved in advance by the Client and that the Agency provides reasonable supporting information in respect of such third party costs and out-of-pocket expenses.
8. Invoices for this Statement of Work shall be issued in [USD].

12. Personal Data:

[Agency has access to, acquires or otherwise processes Personal Data in the course of or in connection with this Statement of Work, in accordance with the details set out below.]

Subject Matter:	[DRAFTING NOTE: Please insert the subject matter of the processing – for example: The Agency has been engaged to provide marketing services on behalf of the Client, which will involve the processing of Personal Data as set out below, in accordance with this Statement of Work.]
Duration:	[DRAFTING NOTE: Please insert duration of the processing – for example: The Agency shall cease processing the Personal Data immediately upon the termination or expiry of this Statement of Work or, if sooner, of the contractual activity to which it relates and as soon as possible thereafter return the Personal Data and all copies of it including all information derived from it in any form and on any media.]

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		Nature and Purpose:	<i>[DRAFTING NOTE: Please insert the type of processing and its purpose(s) – for example: The Agency shall host the Personal Data which is used for marketing purposes.]</i>
		Data Categories :	<i>[DRAFTING NOTE: Please insert the categories of personal information which are subject to the processing – for example: The categories of Personal Data to be processed by the Agency pursuant to this Statement of Work include name, address, telephone number, [etc], [etc] and [etc].]</i>
		Data Subjects:	<i>[DRAFTING NOTE: Please insert the categories of data subjects who are subject to the processing – for example: The data subjects whose Personal Data is to be processed by the Agency pursuant to this Statement of Work are [customers/employees] of the Client.]</i>
		Technical and organisational security measures provided by Agency	<p>The senior management team and staff of the Agency understand the information security needs and expectations of its interested parties both within the organization and from external parties including, amongst others, clients, suppliers, regulatory and governmental departments. The Agency has recognised that the disciplines of confidentiality, integrity and availability of information in information security management are integral parts of its management function and views these as their primary responsibility and fundamental to best business practice.</p> <p>The Agency has produced an information security policy aligned to the requirements of ISO/IEC 27001:2013 to ensure that the Agency:</p> <ul style="list-style-type: none"> • complies to all applicable laws and regulations and contractual obligations; • implements information security objectives that take into account information security requirements following the results of applicable risk assessments; • communicates these objectives and performance against them to all interested parties; • adopts an information security management system comprising a security manual and procedures which provides direction and guidance on information security matters relating to employees, customers, suppliers and other interested parties who come into contact with its work; • works closely with customers, business partners and suppliers in seeking to establish appropriate information security standards; • adopts a forward-thinking approach on future business decisions, including the continual review of risk evaluation criteria, which may impact on information security; • instructs all members of staff in the needs and responsibilities of information security management; • constantly strives to meet and where possible exceed its customer's expectations; • implements continual improvement initiatives, including risk assessment and risk treatment strategies, while making best use of its management resources to better meet information security requirements; and • implements responsibility for upholding this policy on a company-wide basis under the authority of the senior managers who encourage the personal commitment of all staff to address information security as part of their skills.

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		<p>The below technical and organisational security measures are in place in the Agency:</p> <ul style="list-style-type: none"> • On premises server with restricted physical access • Access controls • Data encrypted on transit 	
13.	Subcontractors:	<p>For the avoidance of doubt, the Client consents to the Agency's use of the following subcontractors in the provision of the Services:</p> <p>[NOTE: if required include list of all subcontractors, including any IIG companies to which work will be subcontracted.]</p>	
14.	Special Conditions:	<p>The parties agree that the following sections are intended to supersede the Agreement:</p> <p>[NOTE: include any provisions of this Statement of Work which are intended to supersede (that is, overwrite) any provisions of the Agreement, and the clause number in the Agreement that is to be superseded)]</p>	
15.	Other Relevant Clauses:	[DRAFTING NOTE: Please include any additional clauses applicable to this SoW]	

This Statement of Work has been entered into on the date that the last party signs, as set out below.

SIGNED for and on behalf of

[CLIENT]

Signature: _____

Print Name: _____

Title: _____

Date: _____

SIGNED for and on behalf of

[AGENCY]

Signature: _____

Print Name: _____

Title: _____

Date: _____

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Schedule 3**CYBERSECURITY ADDENDUM**

THIS CYBERSECURITY ADDENDUM (this “Addendum”) modifies the Service Agreement (the “Agreement”), effective or around the date of the Agreement by and between Acrisure, LLC (“Acrisure”) and OML, Inc. (“Counterparty”).

The Agreement is hereby amended to add the following and in the event of any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall control:

1. **Definitions.**

a. **Information System.** “Information System” means and refers to a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination or disposition of electronic information, as well as any specialized system such as industrial/process control systems, telephone switching and private branch exchange systems, and environmental control systems.

b. **Nonpublic Information.** “Nonpublic Information” means and refers to:

i. Confidential business related information of:

1. Acrisure or any of its affiliates;
2. Insurance companies whose insurance policies Acrisure sells or solicits, and other insurance intermediaries involved in the sale or solicitation of such policies (collectively, the “Insurers”); and
3. Any past, actual or prospective insureds under such policies (collectively, the “Insureds”),

the tampering with, unauthorized disclosure of, or access or use of which could cause an adverse impact to the business, operations or security of Acrisure, the Insurers or the Insureds;

ii. Any Personal Data, including, but not limited to, information concerning an individual which, because of name, number, personal mark or other identifier, can be used to identify such individual, in combination with any one or more of the following data elements: (1) social security number; (2) driver’s license number or non-driver identification card number; (3) checking, savings, money market, credit card, debit card or any other financial account (collectively, a “Financial Account”) number; (4) any security code, access code or password that would permit access to an individual’s Financial Account; or (5) biometric records; and

iii. Any information or data, except age or gender, in any form or medium created or derived from a health care provider or an individual that relates to any actual or proposed past, present or future medical treatment or payment for provision of healthcare.

2. **Access to Information Systems and Nonpublic Information.** Counterparty agrees that any access to and use of Acrisure’s Information Systems and Nonpublic Information shall only be as required to perform its duties and obligations under the Agreement and shall at all times be in accordance with all applicable laws and regulations. Subject to all other terms and conditions of this Addendum, Counterparty shall limit access to Acrisure’s Information Systems and Nonpublic Information to only those Counterparty employees, agents and subcontractors who (a) have a “need to know” in order for Counterparty to perform its duties and obligations under the Agreement and (b) are subject to a legal obligation (whether by agreement, applicable law or regulation or otherwise) to maintain the confidentiality of such Information Systems and Nonpublic Information, as required herein.

3. **Data Privacy.** Counterparty represents, warrants and covenants that it maintains and will continue to maintain for the duration of the Agreement a data privacy plan and written policy for Nonpublic Information (the “Data Privacy Plan and Policy”).

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- a. Counterparty represents, warrants and covenants that its Data Privacy Plan and Policy addresses Counterparty's methods for protecting, storing, disposing, accessing and making accessible, using and communicating Nonpublic Information.
 - b. Counterparty shall provide a current copy of its Data Privacy Plan and Policy to Acrisure upon Acrisure's request.
4. **Data Security.** Counterparty represents, warrants and covenants that it maintains and will continue to maintain for the duration of the Agreement a data security plan and written policy for protecting Nonpublic Information (the "Data Security Plan and Policy").
 - a. Counterparty represents, warrants and covenants that its Data Security Plan and Policy contains organizational and technological safeguards reasonably calculated to protect Nonpublic Information from unauthorized and unintended disclosure, including, but not limited to: (i) application and software access controls; (ii) multi-factor authentication; (iii) database encryption technology to encrypt Nonpublic Information at rest; (iv) secure sockets layer (SSL) encryption for data in transit; (v) firewall, anti-malware and intrusion protection software capable of identifying and eliminating unauthorized threats; (vi) internal review, maintenance, monitoring and auditing guidelines, which call for periodic assessment of vulnerabilities; and (vii) appropriate training of personnel with access to Nonpublic Information.
 - b. Counterparty shall provide a current copy of its Data Security Plan and Policy to Acrisure upon Acrisure's request.
5. **Transfer of Nonpublic Information.** Counterparty agrees that it shall not provide any subcontractor, vendor or other third party (each, a "Subcontractor") with access to Acrisure's Information Systems, or allow any Subcontractor to transmit, store or process Nonpublic Information, unless it has received the prior written consent of Acrisure or unless specified in any Statement of Work. Prior to providing any Subcontractor with such access, or allowing such transmission, storage or processing, Counterparty shall: (a) conduct a reasonable investigation of such Subcontractor's information security to ensure that such security is reasonable and consistent with Counterparty's obligations under this Addendum; and (b) contractually impose upon such Subcontractor the same or substantially similar contractual duties regarding data privacy and security that are set forth herein or as required by all applicable laws and regulations.
6. **Incident Notification.** Counterparty shall notify Acrisure promptly, and in any event within forty-eight (48) hours or sooner as required by law, in writing, after it becomes aware of any: (a) confirmed or potential unauthorized disclosure, loss, misuse or theft of Nonpublic Information; or (b) confirmed unauthorized access to or breach of Counterparty's Information Systems, computer and other technological infrastructure (each, a "Cybersecurity Incident"). Counterparty shall take prompt steps to remedy the Cybersecurity Incident and mitigate any harmful effects. Counterparty shall also cooperate with Acrisure in any subsequent investigation, litigation or provision of notices related to the Cybersecurity Incident. Unless required by applicable laws or regulations, Counterparty shall not inform any third party of any Cybersecurity Incident without first obtaining Acrisure's written consent.
7. **Representation and Warranties; Covenants.**
 - a. Counterparty represents and warrants that, to the best of its knowledge, together, its Data Privacy Plan and Policy and Data Security Plan and Policy are effective to protect Acrisure's Information Systems and Nonpublic Information from Cybersecurity Incidents to the extent Counterparty has access to or uses such systems or information. Counterparty further represents and warrants that it is in compliance with all applicable information privacy and data security laws and regulations, and with its own Data Privacy Plan and Policy and Data Security Plan and Policy. Counterparty further represents and warrants that it has cyber insurance coverage in place that would respond to any breach of this Addendum by Counterparty with aggregate limits of liability equal to at least five million dollars (\$5,000,000).
 - b. Counterparty covenants that during the period of time in which the Agreement remains in effect and any period thereafter in which Counterparty continues to have access to or use Acrisure's Information Systems

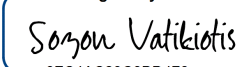
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or Nonpublic Information:

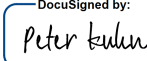
- i. Its Data Privacy Plan and Policy and Data Security Plan and Policy will remain effective to protect Acrisure's Information Systems and Nonpublic Information from Cybersecurity Incidents;
 - ii. It will remain in compliance with all applicable information privacy and data security laws and regulations, and with its own Data Privacy Plan and Policy and Data Security Plan and Policy; and
 - iii. It will maintain cyber insurance coverage as required by Section 7(a) above.
 - c. Upon request, Counterparty shall produce to Acrisure evidence of its cyber insurance coverage as required herein.
8. **Oversight of Security Compliance.** To confirm Counterparty's compliance herein, as well as any applicable laws, regulations and industry standards, upon Acrisure's written request, at least annually, Counterparty shall produce certificates of compliance with SOC 2 or a comparable, industry-accepted standard demonstrating the integrity of Counterparty's security policies. Additionally, on at least an annual basis or at any time in the event of the occurrence of a security breach involving Nonpublic Information, upon 30 days' written notice by Acrisure, Counterparty shall promptly and accurately cooperate with Acrisure's information and security risk assessment, which shall include, but not be limited to, an assessment; audit, inspection; examination; review of relevant security controls and processing activity in Counterparty's physical and technical environment in relation to the Nonpublic Information being processed or stored by Counterparty; or completing a written information security questionnaire within thirty (30) days of being provided by Acrisure or a third party on Acrisure's behalf regarding Counterparty's business practices and information technology program and environment in relation to all Nonpublic Information handled and/or services provided by Counterparty. To the extent Acrisure determines such assessment finds that the Counterparty has failed to comply with its data privacy and security obligations herein, Acrisure shall provide Counterparty with written notice of such non-compliance and the Counterparty shall work with Acrisure to discuss and implement any identified areas of non-compliance.. Counterparty's failure to comply with this Section 8. shall be considered a material breach of the Agreement and, in such event, Acrisure may terminate the Agreement effective immediately upon written notice to the Counterparty without further liability or obligation to the Counterparty.
9. **Indemnification.** Counterparty agrees to indemnify Acrisure against any and all Losses arising out of any actual or alleged failure of Counterparty to comply with its obligations regarding data privacy and security in this Schedule.
10. **Conflicts.** Except to the extent hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.

INTENDING TO BE LEGALLY BOUND, the parties hereto have entered into this Addendum effective as of the date first set forth above.

ACRISURE, LLC

DocuSigned by:

 By: _____
 6FC4AG29C8BD478...
 Sozon C. Vatikiotis
 Its Chief Operating Officer

OML INC.

DocuSigned by:

 By: _____
 914E67188E744F6...
 CEO North America
 Its _____
 Peter Kuhn