

Allentown School District

31 S Penn Street
Allentown, PA 18102

Presented: May 12, 2026
Effective: August 1, 2026



Student Health &
Special Risk

2026-2027 Student Accident Insurance Renewal

Charlie Eisenbies
Vice President

Gallagher Special Risk
500 Victory Road
Quincy, MA 02171
Charlie_Eisenbies@ajg.com

Chris Foti
Account Manager

Gallagher Special Risk
500 Victory Road
Quincy, MA 02171
Chris_Foti@ajg.com



May 12, 2026

Jeffrey Cuff
31 S Penn Street
Allentown, PA 18102

Re: Student Accident Insurance
Effective Date: August 1, 2026

Dear Jeffrey,

Thank you for allowing Gallagher Student Health & Special Risk to provide you with an insurance renewal for the Allentown School District Student Accident program renewal.

Attached is our quotation for coverage. We would like to outline the following notable points for your consideration:

- The incumbent insurance carrier is US Fire Insurance Company (Crum & Forster) with the A.M. Best rating of A (Excellent) and the Financial Status of XIV; see Carrier Ratings and Admitted Status page.
- Claim Handling Instructions are on the Carrier and Claims Company Information page(s).

Scope of Responsibility: Gallagher Student Health & Special Risk is responsible for the placement of the following lines of coverage: **Student & Athletic Secondary Accident Insurance**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

To bind this policy, please refer to the "Client Authorization to Bind Coverage" page attached. Note any changes you desire, date, sign and return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Charles Eisenbies
Vice President
Gallagher Special Risk



Table of Contents

Carrier and Claims Company Information	4
Premium Quotation.....	5
Schedule of Benefits – Basic	6
Schedule of Benefits - Catastrophic.....	7
Exclusions and Limitations	8
Client Authorization to Bind Coverage	10
Bindable Quotations & Compensation Disclosure Schedule	12
Carrier Ratings and Admitted Status.....	13
Gallagher Disclosures	14
Terms and Conditions	15

Carrier and Claims Company Information

Entity Name	United States Fire Insurance Company
A Subsidiary of	Crum & Forster
City, State	Eatontown, NJ
A.M. Best Rating	A (Excellent)
S&P Rating	A-
Carrier Description	Crum & Forster Group (C&F) is a national commercial property and casualty insurance company with accident and health authority. Founded in 1896, C&F is currently wholly owned by Fairfax Financial Holdings Limited. Crum & Forster, underwrites niche casualty lines and a wide range of accident and health insurance products. These products are written primarily through United States Fire Insurance Company. C&F's A.M. Best rating is A (Excellent) with Financial Size Class XIV.
Claims Company Name	A-G Specialty
City, State	Valley Forge, PA
Years of serving student insurance industry	30 years
Claims Submission Information	
Nationwide Toll-Free Number	1-800-634-8628
Claim Form Required?	Yes
Claim lookup online?	Yes
Claim Submission Deadline	90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB04 should be used to submit expenses.
Mailing address for claim submission	PO Box 21013, Eagan, MN 55121
E-mail address for claim submission	claims@agadm.com
Website	www.agadministrators.com
Customer Service Hours (EST)	Monday - Friday 8:00am – 6:00pm EST
Assigned Specific Claims Examiner?	Yes
Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)	5-7 Business Days
HIPAA Compliance with federal privacy and confidentiality requirements Yes/NO	Yes

Premium Quotation

2026-2027 Premium

Interscholastic Sports Basic Accident Insurance

\$25,000 per Injury Maximum

\$100 per Injury Deductible

Interscholastic Sports Catastrophic Accident Insurance

\$5,000,000 per Injury Maximum

\$25,000 per Injury Deductible

Insurance Carrier	2026 – 2027 Total Annual Premium
US Fire Insurance Company (Incumbent)	\$193,500 (Flat Renewal)

NOTE: The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

Schedule of Benefits – Basic

Accident Medical Expense Maximum	\$25,000 per Injury
Eligibility & Covered Activities	All Policyholder registered and enrolled Students while participating in Policyholder supervised and sponsored sports: interscholastic sports including Football, Band and Cheerleading.
Deductible ¹	\$100 per Injury
Benefit Period	104 weeks from the original date of injury
Accidental Death and Dismemberment	Death: \$10,000 Double Dismemberment: \$20,000 per occurrence \$500,000 Aggregate Limit per any one occurrence
First Medical Treatment	Within 180 days of the injury to trigger the claim to be eligible under the policy
Coinsurance	100% of Usual, Reasonable & Customary (URC) charges up to medical maximum, unless specified below
In-Patient Surgical Benefits	100% URC up to \$5,000
X-Ray Benefit	100% URC up to \$500
Outpatient Physiotherapy Benefit	100% URC up to \$1,000
Dental Treatment	100% URC up to Medical Maximum
Out-Patient Prescription Drug Benefit	100% URC up to Medical Maximum
Durable Medical Equipment	100% URC up to Medical Maximum
Replacement of Eyeglasses, Contacts, or Hearing Aid due to a covered injury	100% URC up to Medical Maximum

¹ A coordinating deductible allows for the deductible to be met if the student's primary insurance has reimbursed eligible medical claims above the deductible amount.

Schedule of Benefits - Catastrophic

Accident Medical Expense Maximum	\$5,000,000 per Injury
Eligibility & Covered Activities	All Policyholder registered and enrolled Students while participating in Policyholder supervised and sponsored sports: interscholastic sports including Football, Band and Cheerleading.
Deductible ²	\$25,000 per Injury
Coinsurance ³	100% of Usual and Customary charges after the deductible
Benefit Period	10 years from the original date of injury
In-Patient Surgical Benefits	100% URC up to \$5,000
X-Ray Benefit	100% URC up to \$500
Outpatient Physiotherapy Benefit	100% URC up to \$1,000
Dental Treatment	100% URC up to Medical Maximum
Out-Patient Prescription Drug Benefit	100% URC up to Medical Maximum
Durable Medical Equipment	100% URC up to Medical Maximum
Replacement of Eyeglasses, Contacts, or Hearing Aid due to a covered injury	100% URC up to Medical Maximum

² A coordinating deductible allows for the deductible to be met if the student's primary insurance has reimbursed eligible medical claims above the deductible amount.

³ Eligible expenses include: medically necessary treatment up to the "Usual and Customary" charge.

Exclusions and Limitations

This Policy does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following even if the immediate cause of the loss is an Accidental bodily Injury, unless otherwise covered under this Policy by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.
2. War or any act of war, declared or undeclared.
3. An Accident which occurs while the Covered Person is on Active Duty in any Armed Forces, National Guard, military, naval or air service or organized reserve corps:
4. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, We will refund the unearned pro-rata premium upon request;
5. Participation in a riot or insurrection.
6. Any Injury requiring treatment which arises out of, or in the course of fighting, brawling, assault or battery.
7. Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural foreseeable result of an Accidental external bodily injury or accidental food poisoning.
8. Disease or disorder of the body or mind.
9. Mental or nervous disorders.
10. Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person's job.
11. Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician and not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
12. Intoxication or being under the influence of any drug or narcotic.
13. Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
14. Driving under the influence of a controlled substance unless administered on the advice of a Physician.
15. Driving while Intoxicated. Intoxicated will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs.
16. Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.
17. Conditions that are not caused by a Covered Accident.
18. Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
19. Any treatment, service or supply not specifically covered by this Policy.
20. Loss resulting from participation in any activity not specifically covered by this Policy.
21. Charges which Are in excess of Usual, Reasonable and Customary charges.
22. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
23. Regular health check ups.
24. Services or treatment rendered by a Physician, Nurse, or any other person who is employed or retained by the Policyholder.
25. Services or treatment rendered by an Immediate Family member of the Covered Person;
26. Injuries paid under Workers' Compensation, Employers liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
27. That part of the medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited).
28. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay
29. Travel or activity outside the United States.
30. Participation in any motorized race or speed contest.
31. Aggravation or re-injury of a prior injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person's Physician.
32. Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.
33. Treatment of a hernia whether or not caused by a Covered Accident.
34. Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.
35. Damage or loss of dentures or bridges or damage to existing orthodontic equipment, except as

specifically provided in this Policy.

36. Expense incurred for treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy; or craniomandibular joint dysfunction and associated myofascial pain, except as specifically provided in this Policy.

37. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Policy, and rendered within 6 months of the Accident.

38. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore.

39. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license.

40. Travel in or upon:

a. A snowmobile;

b. A water jet ski;

c. Any two or three wheeled motor vehicle, other than a motorcycle registered for on-road travel;

d. Any off-road motorized vehicle not requiring licensing as a motor vehicle; when used for recreation competition.

41. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:

a. While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or

b. While being used for any test or experimental purpose; or

c. While piloting, operation, learning to operate or serving as a member of the crew thereof; or

d. While traveling in any such Aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.

e. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or

f. an ultralight hang-gliding, parachuting, or bungi-cord jumping

Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.

42. Treatment for an Injury that is caused by or results from a nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:

a. The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy and

b. The Covered Person was within a 25-mile radius of the site of release either:

i. At the time of the release; or

ii. Within 24 hours of the start of the release

43. Practice or play in any amateur, club sport, intercollegiate, intramural school activity or professional sports contest or competition.

44. The repair or replacement of existing artificial limbs, orthopedic braces or orthotic devices.

45. Rest cures or custodial care.

46. Prescription medicines unless specifically provided for under this Policy.

47. Elective or Cosmetic surgery, except for reconstructive surgery on an injured part of the body.

48. Massage Therapy. Physical Therapy or Acupuncture/Acupressure Services, unless otherwise specifically allowed for in the Schedule of Benefits.

49. Services rendered for detection and correction by manual or mechanical means (including x-rays incidental thereto of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated May 12, 2026, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Effective Dates: August 1, 2026 – August 1, 2027	LINE OF COVERAGE	PREMIUM	CARRIER
☐ Accept ☐ Reject	Basic & Catastrophic Interscholastic Accident	\$193,500	US Fire Insurance Company

Do you have other coverage considerations?

☐ Yes ☐ No

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Account Services Provided:

- Placement of insurance coverage
- Maintenance and day to day account management
- Management of the renewal process with the incumbent carrier and ability to obtain additional renewal proposals, if appropriate, to guarantee competitive pricing and coverage terms
- Communication with campus stakeholders to provide education on claims policies and procedures
- Creation of relevant marketing materials (FAQs, brochures, claims filing procedures, etc.) with policy information and benefits
- Distribution and analysis of periodic claim summary reports
- Benchmarking and policy review to ensure the current program provides the best coverage and benefits

Exposures and Values

You confirm the schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values and exposures used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.



Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

A. JEFF CUFF INTERIM CFO

Print Name (Specify Title)

ALLENTOWN SD

Company

A. Jeff Cuff

Signature

Date:

8/3/2026

Bindable Quotations & Compensation Disclosure Schedule

Premium Summary and Compensation Schedule				
Coverage	Carrier Name(s)	Wholesales, MGA, or Intermediary Name ¹	Estimated Annual Premium ²	Gallagher U.S. Wholesaler, MGA or Intermediary % and/or Fee
Interscholastic Athletic Accident	US Fire	A-G Specialty	\$193,500	n/a

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health:** 15-25%
- **Aviation:** 14-15%
- **Contract Bonds:** 20-30%
- **All Other Bonds/Surety:** 30-35%
- **Builders Risk:** 15-18%
- **Property:** 15-22%
- **Inland Marine:** 20-22.5%
- **Ocean Marine:** 15-17.5%
- **Casualty:** 14-15%
- **Commercial Auto:** 12.5-15%
- **Package / Business Owners Package:** 15-16.8%
- **Workers Compensation:** 8-11%
- **All Other Commercial:** 10-20%
- **Executive/Professional Lines:** 15-17.5%
- **Medical Malpractice:** 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Carrier Ratings and Admitted Status

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response*	Admitted***
Basic and Catastrophic Student Accident	US Fire Insurance Company A XIV	Quoted	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings/>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Gallagher Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Gallagher does not provide actuarial services or actuarial estimates of rate levels or rate methodology. In the event that we provide suggestions regarding the establishment of rates, premiums, or retention/deductible amounts, that advice is based solely on various insurance industry standards and does not constitute an actuarial evaluation or opinion. We recommend that you contract with a certified actuary for a more precise evaluation and recommendation for rates and overall rating methodology.

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding

arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.