LAW SOCIETY OUTSIDE DIRECTORSHIP LIABILITY INSURANCE

Effected with certain Lloyd's Underwriters (the "Insurer") through Canadain Intermediary 3303128 Canada Inc. under Agreement No. B1965 MGID241084
3303128 CANADA INC. TRADING AS ALTERNATIVE RISK SERVICES
Berkeley Castle, 250 The Esplanade, Suite 302, Toronto, ON M5A 1J2

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

DECLARATIONS

THIS IS A CLAIMS-MADE INSURANCE POLICY. PLEASE READ CAREFULLY.

Policy No.: LSODL2025-0002

Name of Canadian Intermediary: 3303128 Canada Inc. Trading As Alternative Risk Services

Forms and Endorsements Issued at Inception: LS_ODL250701, Endorsement No. 1, Endorsement No. 2

1.	**Named Insured:**	Saskatchewan Lawyers Insurance Association; Law Society of Saskatchewan
2.	**Address:**	#1100-2002 Victoria Avenue, Regina SK S4P 0R7
3.	**Policy Period:**	From: July 1, 2025 To: July 1, 2026 12:01 a.m. Standard Time at the address shown in Item 2 above.
4.	**Limit of Liability:**	(A) $1,000,000 Each **Loss** (B) $3,000,000 Each **Policy Period**
5.	**Deductible:**	$Nil each **Claim**
6.	**Person representing all Insureds:**	Stephen McLellan
7.	**Premium:**	$25,000 for the **Policy Period**
8.	**Extended Reporting Period Option:**	1 year - 75% of Item 7
9.	**Notice of Claim and Notice of Election:**	3303128 Canada Inc. trading as Alternative Risk Services Berkeley Castle, 250 The Esplanade, Suite 302, Toronto, ON M5A 1J2 Fax No.: 1.855.529.9462
10.	**Date of Application:**	June 23, 2025

The insurance contract consists of this DECLARATIONS page as well as all coverage wordings, riders, or endorsements that are attached hereto.

IDENTIFICATION OF INSURER/ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Canadian Intermediary by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B1965 MGID241084 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters, they can be designated or named as "Lloyd's Underwriters'" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Canadian Intermediary. **In witness whereof** this policy has been signed as authorized by the Underwriters, by **3302128 Canada Inc. trading as Alternative Risk Services.**

Date August 15, 2025 Per .....

The **Insured** is requested to read this Policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a **Claim** under this insurance, immediate notice should be given to the Canadian Intermediary whose name and address appears above. All inquiries and disputes are also to be addressed to 3303128 Canada Inc. Trading As Alternative Risk Services.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada.

LAW SOCIETY
OUTSIDE DIRECTORSHIP LIABILITY INSURANCE

NOTICE: This is a claims-made policy. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to liability for only those **Claims** that are first made against the **Insured,** and reported to the **Insurer** while the insurance is in force. This Policy has been issued by the **Insurer** in consideration of the payment of premium and in reliance upon the statements made in the written **Application** for this Policy, which forms a part of this Policy. Words appearing in bold face type in this Policy shall have the meaning as defined in the DECLARATIONS or the DEFINITIONS Section in this Policy.

I. INSURING AGREEMENTS

The **Insurer** shall pay on behalf of:

A. the **Insured Person** who serves in **Outside Directorships** all **Loss** resulting from any **Claim** first made during the **Policy Period** for a **Wrongful Act**;

B. the **Law Firm** or the **Named Insured** who may be held vicariously liable for **Loss** resulting from any **Claim** first made during the **Policy Period** for a **Wrongful Act** of an **Insured Person**.

The insurance provided by this Policy is solely for the benefit of the **Insured Person**, the **Law Firm** and the **Named Insured** and shall be specifically in excess of any other insurance arranged for the benefit of the Directors and Officers of the **Outside Entity** and excess of any indemnification provided by the **Outside Entity**.

II. DEFINITIONS

A. "**Application**" means the application for this Policy or any policy issued by the **Insurer** of which this Policy is a direct or indirect renewal or replacement and any materials submitted therewith, which shall be retained on file by the **Insurer**.

B. "**Claim(s)**" means:

1. a written or oral demand for monetary damages, or non-monetary damages, injunctive relief or other relief; or

2. any civil, criminal, administrative, arbitration or regulatory proceeding initiated against any **Insured Person** for a **Wrongful Act** including any appeal therefrom.

C. "**Defense Costs**" means all reasonable fees and expenses incurred in the defense of a **Claim** provided they are incurred with the **Insurer**'s prior written consent, including those incurred in retaining outside lawyers, consultants, or other firms or persons by the **Insured** to investigate, defend or appeal a **Claim** or circumstance reported by the **Insured**, whether such **Claim** or circumstance is ultimately settled or adjudicated. **Defense Costs** also include lawyer fees and expenses, the cost of legal, administrative or alternative dispute resolution proceedings, the cost of appeal bonds, the cost of bonds or release property being used to secure a legal obligation, reasonable expenses that any **Insured** incurs while investigating or defending a **Claim** or circumstance and legal costs taxed against any **Insured** in a suit or proceeding.

D. "**Interrelated Wrongful Act**" means **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event or transaction or series of facts, circumstances, situations, events or transactions.

E. "**Law Firm**" means the corporation, organization, partnership or entity which employs or is owned by the "**Insured Person**".

F. "**Loss**" means the total amount which the **Insured** becomes legally obligated to pay on account of each **Claim** and for all **Claims** in the **Policy Period** and the Extended Reporting Period, if exercised, made against the **Insured** for **Wrongful Acts** for which coverage applies, including **Defense Costs**, compensatory damages, judgements, settlements and costs.

Loss does not include:

1. fines or penalties imposed by law, except compensatory damages for which **Insured Persons** are statutorily liable (including penalties and interest related to such statutory liabilities) pursuant to any Canadian federal, provincial or territorial law;

2. multiple portion of any multiplied damage award, or punitive or exemplary damages, except where the applicable law in the jurisdiction in which such damages are awarded allows coverage for punitive or exemplary damages;

3. matters uninsurable under the law pursuant to which this Policy is construed;

4. that portion of any **Claim** that may be against the **Outside Entity** or any of the other Officers, Directors or employees of such **Outside Entity**, including any portion of any **Claim** that the **Insured** is liable for solely because of any actual or alleged joint and several, solidary or in solidum liability with other Officers, Directors or employees of such **Outside Entity**.

G. "**Insured**" means:

1. all paid-up members of the **Named Insured** during the **Policy Period** who are in good standing;

2. retired members of the **Named Insured** for a twelve (12) month period following retirement and/or non-payment of professional fees or dues and only in respect of **Wrongful Acts** rendered by the **Insured Person** while a paid-up member in good standing.

3. the **Law Firm** or **Named Insured** but only in respect of the **Wrongful Acts** rendered by the **Insured Person** while a paid-up member of the **Named Insured** in good standing.

H. "**Insured Person**" means any member of the "**Named Insured**", on or after the effective date of this Policy or any policy issued by the **Insurer** of which this Policy is a direct or indirect renewal or replacement, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity, bankruptcy, or insolvency.

I. "**Outside Directorship**" means the position of Director, Officer, Trustee, Governor or equivalent positions duly held by any **Insured Person** in an **Outside Entity** for which the **Insured Person** may receive nominal remuneration, consideration or an honorarium and provided the **Insured Person** is not also a partner, or salaried employee or salaried Officer, of the **Outside Entity.**

J. **"Outside Entity"** means each corporation, organization, charity, trust or entity, including any Subsidiary thereof but shall not include any corporation, organization, charity, trust or entity, including any Subsidiary thereof, which is publicly traded on any stock exchange in the United States of America.

K. "**Subsidiary**" means any corporation of which the **Outside Entity** owns or owned more than 50% of the voting stock, either directly or through one or more of its subsidiaries, whereby coverage is only afforded with respect to W**rongful Acts** committed or alleged to have been committed during its currency as a S**ubsidiary.**

L. **"Wrongful Act"** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, negligent act or breach of duty by the **Insured Person**, individually or otherwise, committed while acting in his or her capacity as a Director, Officer, Trustee, general partner or equivalent positions of an **Outside Entity**, or any matter claimed against him or her by reason of his or her serving in an **Outside Directorship** provided such **Wrongful Act** was committed while the **Insured Person** was insured as a member of the **Named Insured.**

III. EXCLUSIONS

This Policy does not apply to any **Claim** against any **Insured**:

A. based upon, arising from, or in consequence of any circumstance, if notice of such circumstance has been given under any policy of which this Policy is a renewal or replacement.

B. based upon, arising from, or in consequence of **Wrongful Acts** committed prior to the effective date of this Policy or the first policy issued by the **Insurer** of which this Policy is a direct or indirect renewal or replacement, if on such date, the **Insured** had knowledge of such **Wrongful Acts,** and it was reasonably foreseeable that they might give rise to a **Claim** against the **Insured**.

C. based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any wilful violation of any statute or regulation by the **Insured** if judgement or other final adjudication adverse to the **Insured** establishes such deliberately fraudulent act or omission or wilful violation.

D. based upon, arising from, or in consequence of the **Insured** having gained in fact any personal profit, remuneration or advantage to which such **Insured** was not legally entitled as evidenced by either any written statement or written document by any **Insured** or any judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

E. for the return by the **Insured Person** of any remuneration paid in fact to him or her without the previous approval of the shareholders of the **Outside Entity** if it shall be determined by a judgement or other final adjudication that such remuneration is in violation of law or if such remuneration is to be repaid to the **Outside Entity** under a settlement agreement.

F. which is brought by or at the behest of any **Insured** or the **Outside Entity**, or one or more of the **Outside Entity**'s Directors, Officers, Trustees, Governors or equivalent positions. However, this Exclusion shall not apply to a **Claim**:

    1. that is a derivative action brought and maintained on behalf of the **Outside Entity** by one or more persons who are not Directors, Officers, Trustees, Governors or equivalent positions of the **Outside Entity** and who bring and maintain the **Claim** without the solicitation, assistance or participation of the **Outside Entity** or any Director, Officer, Trustee, Governor or equivalent positions thereof;

    2. by any of the **Outside Entity**'s Directors, Officers, Trustees, Governors or equivalent positions where such **Claim** is in the form of a cross claim or third party claim for contribution or indemnity which is part of, and results directly from, a **Claim** which is not otherwise excluded by the terms of this Policy; or

    3. brought by any Director, Officer, Trustee, Governor or equivalent positions of the **Outside Entity** who has not served as such for at least five (5) years prior to such **Claim** being first made against any **Insured Person**.

G. for bodily injury, mental or emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property, including loss of use thereof.

IV. EXTENDED REPORTING PERIODS

If the **Insurer** terminates or refuses to renew this Policy other than for non-payment of premium:

A. coverage granted by this Policy shall be automatically extended for a period of sixty (60) days following the effective date of cancellation or non-renewal, but only with respect to any **Wrongful Acts** committed prior to the effective date of such cancellation or non-renewal; and

B. the **Named Insured**, upon payment of an additional premium of seventy-five percent (75%) of the annual premium, shall have a right to an optional extension of the coverage granted by this Policy for a period of twelve (12) months following the effective date of cancellation or non-renewal but only with respect to any **Wrongful Acts** committed prior to the effective date of such cancellation or non-renewal. There shall be no right to an optional extension of coverage unless a written request for this extension, together with payment of the additional premium, is received by the **Insurer** within thirty (30) days after the effective date of cancellation or non-renewal of this Policy. The first sixty (60) days of the optional extension of coverage, if it becomes effective, shall run concurrently with the automatic extension of coverage granted under A. above. The additional premium for the optional extension of coverage shall be fully earned at the inception of such coverage.

The quotation by the **Insurer** of a different premium or deductible or Limit of Liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by the **Insurer**.

The Extended Reporting Period shall be part of, and not in addition to, the **Policy Period** and the Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the **Limit of Liability** of the **Insurer** for the **Policy Period**. A **Claim** first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period**. The Extended Reporting Period shall not be construed to be a new policy and shall otherwise be governed by all the insuring agreements, conditions, exclusions and definitions of this Policy. The Extended Reporting Period will not reinstate or increase the **Limit of Liability**.

V. LIMIT OF LIABILITY AND DEDUCTIBLE

A. All **Loss** arising out of the same **Wrongful Acts** and all **Interrelated Wrongful Acts** of the **Insured Person** shall be deemed one **Loss**, and such **Loss** shall be deemed to have originated in the earliest policy period in which a **Claim** is first made against the **Insured Person** and reported to the **Insurer** during the **Policy Period** alleging any such **Wrongful Acts** or **Interrelated Wrongful Acts**.

B. The **Insurer**'s maximum liability for each **Loss** other than **Defense Costs** shall be the **Limit of Liability** for each **Loss** set forth in Item 4 (A) of the DECLARATIONS of this Policy.

C. The **Insurer**'s maximum aggregate liability for all **Insureds** for all **Loss** other than **Defense Costs** on account of all **Claims** first made and reported to the **Insurer** during the **Policy Period** shall be the **Limit of Liability** for the **Policy Period** set forth in Item 4 (B) of the DECLARATIONS for this Policy.

D. If a **Claim** is made against any two or more **Insured Persons** for a **Wrongful Act** that gives rise to coverage under this Policy, the **Insurer**'s maximum aggregate Limit of Liability combined for all **Loss** in respect of that **Claim** shall not exceed the Limit of Liability in Item 4 (A) of the DECLARATIONS of this Policy, as is in effect at the time such **Claim** is deemed to have been made.

E. The aggregate Limit of Liability for each Coverage Section as provided in the DECLARATIONS shall be the maximum aggregate liability of the **Insurer** under such Coverage Section for all **Loss** resulting from all **Claims** first made during the **Policy Period**, regardless of the time of payment by the **Insurer**.

F. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made or deemed to have been made pursuant to Section VII, REPORTING AND NOTICE.

G. Payments of **Loss** (other than **Defense Costs**) by the **Insurer** shall reduce the **Limit of Liability**.

VI. SETTLEMENTS AND DEFENSE

With respect to **Wrongful Acts** insured by this Policy:

A. The **Insurer** shall have the right and duty to defend any **Claim** with respect to which coverage is afforded by this Policy, but only to the extent that the defense of the **Insured** is not provided by the **Outside Entity** or insurance arranged for the benefit of the Directors and Officers of the **Outside Entity**, even if such **Claim** is groundless, false, or fraudulent, but the **Insurer** may make such investigation, negotiation and settlement of any **Claim** as it deems expedient. The **Insurer** shall not be obligated to pay any **Claim** or judgement or to defend any **Claim** after the applicable limit of the **Insurer**'s liability has been exhausted by payment of **Loss** or after deposit of the applicable policy limit in a court of competent jurisdiction.

B. If there is insurance arranged for the benefit of the Directors and Officers of the **Outside Entity** or if the defense of the **Insured** is provided by the **Outside Entity**, the **Insurer** shall not be called upon to investigate, settle or defend any **Claims** made, or suits brought, or proceedings instituted against the **Insured**, but shall have the right and be given the opportunity to be associated in the defense and trial of any such **Claims**, suits or proceedings relative to any occurrence which, in the opinion of the **Insurer**, may create a potential liability on the part of the **Insurer** under the terms of this Policy.

C. The **Insurer** shall have the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.

D. If the **Insured** refuses to consent to any settlement or compromise recommended by the **Insurer** or by any other insurer who provides insurance arranged for the benefit of the Directors and Officers of the **Outside Entity** and which settlement or compromise is acceptable to the claimant and the **Insured** elects to contest the **Claim**, the **Insurer**'s liability for **Loss**, including **Defense Costs**, shall not exceed the lesser of either:

   1. the amount for which the **Claim** could have been settled, less the remaining deductible, plus the **Defense Costs** incurred up to the time of such refusal; or

   2. the applicable Limit of Liability.

   The **Insurer** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

VII. REPORTING AND NOTICE

The **Insureds** shall, as a condition precedent to exercising their rights under this Policy, give to the **Insurer** written notice of any **Claim** made against them for a **Wrongful Act** as soon as practicable but in no event later than sixty (60) days after the end of the **Policy Period** or Extended Reporting Period. Any such **Claim** shall be considered to have been first made and reported during the **Policy Period** or the Extended Reporting Period.

If, during the **Policy Period** or Extended Reporting Period, any **Insured** becomes aware of circumstances which could reasonably give rise to a **Claim** and gives written notice of such circumstance(s) to the **Insurer**, then any **Claims** subsequently arising from such circumstances shall be considered to have been first made during the **Policy Period** or the Extended Reporting Period in which the circumstances were first reported to the **Insurer**.

The **Insureds** shall, as a condition precedent to exercising their rights under this Policy, give to the **Insurer** such information and co-operation as it may reasonably require, including, but not limited to, a description of the **Claim** or circumstances, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential damage, the names of actual or potential claimants, and the manner in which the **Insured** first became aware of the **Claim** or circumstances.

Notice is to be sent by letter or facsimile to the entity named in Item 9 of the DECLARATIONS.

VIII. GENERAL TERMS AND CONDITIONS

A. OTHER INSURANCE

This Policy shall apply excess of any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over this Policy.

B. SUBROGATION

If any payment is made under this Policy, the **Insurer** shall be subrogated to the extent of such payment to all of the **Insured**'s right of recovery. In such case, the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such right, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insured**.

C. TERMINATION OF POLICY

The **Insurer** shall not be entitled under any circumstances to rescind this Policy.

This Policy shall terminate at the earliest of the following times:

1. Except as stipulated in Item 5 of this Clause, ninety (90) days after receipt by the **Named Insured** at the address designated in Item 2 of the DECLARATIONS of a written notice of termination from the **Insurer**, or, if a later time is specified in such notice, at such later time.

2. Upon receipt by the **Insurer** of written notice of termination from the **Named Insured**, or, if a later time is specified in such notice, at such later time.

3. At such other time as may be agreed upon by the **Insurer** and the **Named Insured**.

4. Upon expiration as set forth in Item 3 of the DECLARATIONS.

5. Fifteen (15) days after receipt by the individual designated in Item 6 of the DECLARATIONS on behalf of all **Insureds** at the address designated in Item 2 of the DECLARATIONS of a written notice of termination from the **Insurer** for non-payment of premium.

The **Insurer** shall refund any unearned premium computed at customary short rates if the policy is terminated under Item 2 of this Clause. Under any other circumstances, the refund shall be computed pro-rata.

D. TERRITORY

Coverage under this Policy shall extend to **Claims** made against the **Insured** anywhere in the world.

E. ASSISTANCE AND COOPERATION OF INSURED

The **Insured** shall cooperate with the **Insurer** and, upon the **Insurer**'s request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The **Insured** shall not, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

F. ASSISTANCE AND COOPERATION OF THE INSURED PERSON

The **Insured Person** shall promptly enforce any rights of the **Insured Person** to indemnification by the **Outside Entity** or any other organization.

G. ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of, interest under this Policy shall be effective except when made by written endorsement to this Policy signed by an authorized representative of the **Insurer**.

H. CONFORMITY CLAUSE

Terms of this Policy which are in conflict with the statutes of those provinces wherein certain provisions and coverages included under this Policy are not permitted are hereby amended to cover only those provisions and coverage as apply and conform to such statutes.

I. CURRENCY CLAUSE

Loss shall be paid in the legal currency of Canada.

J. AUTHORIZATION

By acceptance of this Policy, the **Insured Persons**, the **Law Firms** and the **Named Insured** agree that the **Named Insured** may act on behalf of all **Insureds** with respect to the giving and receiving of any notice provided for in this Policy as per Item 6 of the DECLARATIONS, the payment of premiums and the receiving of any return premiums that may become due under this Policy, and the negotiation, agreement to and acceptance of any endorsement.

SANCTIONS LIMITATION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A
October 5, 2023

LAW SOCIETY OUTSIDE DIRECTORSHIP LIABILITY INSURANCE

Effected with certain Lloyd's Underwriters (the "Insurer") through Canadain Intermediary 3303128 Canada Inc. under Agreement No. B1965 MGID241084
3303128 CANADA INC. TRADING AS ALTERNATIVE RISK SERVICES
Berkeley Castle, 250 The Esplanade, Suite 302, Toronto, ON M5A 1J2

ENDORSEMENT NO. 1

CYBER RISKS ENDORSEMENT

Attaching to and forming part of Policy Number LSODL2024-0002 issued to Saskatchewan Lawyers Insurance Association; Law Society of Saskatchewan, this endorsement is effective July 1, 2024.

Loss (which is otherwise covered by an Insuring Agreement and not specifically excluded by the Policy or any endorsement) due to a **Cyber Act** or **Cyber Incident** will be payable subject to all of the terms, conditions, warranties, endorsements, and exclusions of this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured Entity** or with respect to COVERAGE SECTION B.1 – OUTSIDE DIRECTORSHIP LIABILITY, **Outside Entity**, or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Loss as defined in PART II – DEFINITIONS

All other terms and conditions remain unchanged.

LAW SOCIETY OUTSIDE DIRECTORSHIP LIABILITY INSURANCE

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Berkeley Castle, 250 The Esplanade, Suite 302, Toronto, ON M5A 1J2

ENDORSEMENT NO. 2

Attaching to and forming part of Policy Number LSODL2025-0002 issued to Saskatchewan Lawyers Insurance Association; Law Society of Saskatchewan, this endorsement is effective July 1, 2025.

It is understood and agreed that:

i) II. DEFINITIONS, G. **Insured** is amended to read as follows:

G. "Insured" means:

1. all paid-up members of the **Named Insured** during the **Policy Period** who are in good standing;

2. retired members of the **Named Insured** for a twelve (12) month period following retirement and/or non-payment of professional fees or dues and only in respect of **Wrongful Acts** rendered by the **Insured Person** while a paid–up member in good standing;

3. the **Law Firm** or **Named Insured** but only in respect of the **Wrongful Acts** rendered by the **Insured Person** while a paid-up member of the **Named Insured** in good standing;

4. those holding an **Outside Directorship** position with the Law Foundation of Saskatchewan who are not paid-up members of the **Named Insured**, but only with respect to an **Outside Directorship** position with the Law Foundation of Saskatchewan.

ii) II. DEFINITIONS, H. **Insured Person** is amended to read as follows:

H. "Insured Person" means:

1. any member of the **Named Insured**;

2. those holding an **Outside Directorship** position with the Law Foundation of Saskatchewan who are not members of the **Named Insured**, but only with respect to an **Outside Directorship** position with the Law Foundation of Saskatchewan;

on or after the effective date of this Policy or any policy issued by the Insurer of which this Policy is a direct or indirect renewal or replacement, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity, bankruptcy, or insolvency.

All other terms and conditions remain unchanged.

Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters
Attention: Complaints Officer:
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2
Tel: 1-877-455-6937
E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. GIO works with only those companies offering home, automobile or business insurance. The GIO can be reached at:

Toll free number: 1-877-225-0446
www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF).(Quebec Only): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337
Québec: (418) 525-0337
Montréal: (514) 395-031
www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC):
The FCAC provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9
Services in English: 1-866-461-FCAC (3222)
Services in French: 1-866-461-ACFC (2232)
www.fcac-acfc.gc.ca

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LLOYD'S

NOTICE CONCERNING PERSONAL INFORMATION

Introduction:

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

Consent to Collection:

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

How we Collect Information:

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

What personal information we process about you and how it is used:

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit https://www.lloyds.com. Further details can be found on our online Privacy & Cookies policy at Privacy - Lloyd's (lloyds.com)

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

Who we disclose your information to:

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

Use or disclosure without consent or further notification

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.

- Interest of the individual: When it is clearly used for your benefit.
- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

Retention

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

Your rights

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

The right to access

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

The right to rectification

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

The right to be forgotten

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

The right to data portability

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

The right to withdraw consent

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

How to access your information and/or contact us

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contract:

Lloyd's Underwriters
Attention: Nicole Seymour, Privacy Officer
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,
P.O. Box 51 Toronto, Ontario M5J 2J2 Tel:
1-416-360-1512
E-mail: LloydsCanada@lloyds.com

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