

March 20, 2024

Brandon Merwin
Merwin Financial Ent Corp.
961 Skeena Court
Kelowna BC V1V 2B3

**RE: EXPERIOR FINANCIAL GROUP INC.
FINANCIAL ADVISORS PROFESSIONAL LIABILITY (Sponsor) INSURANCE PROGRAM
AXIS REINSURANCE COMPANY (CANADIAN BRANCH) – MASTER POLICY No. CTR630020/01/2024 &
CTN650552/01/2024
CERTIFICATE NO. E2168-01
POLICY PERIOD: April 1, 2024 to April 1, 2025**

Dear Brandon:

We are pleased to enclose the following:

1. Certificate of Insurance:

Your Certificate is effective April 1, 2024 to April 1, 2025 providing evidence of your Professional Liability (E&O) Insurance coverage under the Experior Financial Advisors Professional Liability Insurance Program. Coverage is subject to the terms and conditions of Master Policy No. CTR630020/01/2024 & CTN650552/01/2024.

IMPORTANT: Please review the attached insurance coverage documents carefully to ensure that the Name, Address, Limits and Professional Services shown are accurate. Please notify our office immediately if you note any errors or inconsistencies.

IF YOU REDUCED YOUR LIMIT OF LIABILITY, PLEASE NOTE: By lowering your limit of liability, you are in fact lowering your limit of liability for all past acts as well. This means that the services you provided while you had a higher limit of coverage will now only be covered for the lower limit of liability.

Please remember that your E&O Liability Insurance provides coverage for professional services as evidenced on your certificate of insurance. Other professional services you may offer may not be covered under this policy.

Coverage provided is subject to you having and maintaining the applicable license, registration, and/or designation in the provision of the professional services as evidenced on your certificate of insurance. Failure to do so may void your E&O insurance coverage.

Lastly, please note that you must have an active contract with Experior Financial Group Inc. throughout the policy period. Should your contract be no longer in force, please notify our office as soon as possible to secure alternative errors and omissions insurance.

2. Important Notice on Claims:

Please be aware your E&O insurance policy is written on a “Claims Made and Reported” basis which requires that all claims against the Insured or circumstances which may result in a claim during the policy period be reported immediately to the insurer. Failure to comply with the claims reporting provision of your policy may result in the denial of coverage by the insurer in the event of a claim. Coverage is subject to the terms and conditions of the policy.

Special attention must be given prior to the expiry date of your policy to ensure that this information is reported accordingly. Your coverage with AXIS Reinsurance Company excludes claims and/or circumstances which may reasonably result in a claim where you have prior knowledge of the claim and/or circumstance.

Please note that claims, circumstances, or incidents may arise in instances where you may be requested to appear before a court or other regulatory body/authority or in the event that you have to attend a deposition or examination for discovery. You are required to immediately notify your insurer.

If you have knowledge of an incident and you are not certain if this incident could give rise to a claim, to protect your interest please contact our office for assistance.

All claims or incidents are to be reported directly to our office. If you do have a matter to report, please kindly complete the Exporior Financial Group Incident/Claims Reporting form attached to this letter and kindly submit to our office.

Should you wish to speak to our office regarding a matter, our contact information is as follows:

Lorraine Palmer

Claims Account Manager, The MAGNES Group Inc.

Phone: 1-800-650-3435, extension 337

Fax: 905-845-9149

lpalmer@magnesgroup.com

3. Option to Purchase Extended Reporting Period Coverage

Should you completely give up the practice of your profession and your licensing/registration due to retirement/death/disability/cessation of business, you have the right and we strongly recommend that you purchase Extended Reporting Period coverage. This optional coverage allows you to report claims for wrongful acts that occurred prior to the cessation of your business. As your policy is written on a claims made and reported basis, there must be a policy in force at the time the claim is made for coverage to apply.

Under your current program, the following Extended Reporting Period options are available for you:

- One year - 100% of expiring annual premium
- Two years - 125% of expiring annual premium
- Three years - 150% of expiring annual premium
- Four years - 175% of expiring annual premium
- Five years - 200% of expiring annual premium
- Six years - 225% of expiring annual premium
- Seven years - 250% of expiring annual premium
- Eight years - 275% of expiring annual premium
- Nine years - 300% of expiring annual premium
- Ten years - 325% of expiring annual premium
- Lifetime - 500% of expiring annual premium

Please note that you have 30 days from the date coverage ceases under your E&O Policy to purchase an ERP extension. Please also note that an ERP extension cannot be renewed once issued. It is important to notify your heirs/ executors that they too have the option to purchase this coverage to protect your estate. Please contact our office for full details.

We very much appreciate your business and would like to thank you for your support.

Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Michelle Cartwright

Ed.1/24 **EXPERIOR FINANCIAL GROUP ADVISOR PROFESSIONAL LIABILITY
INSURANCE CERTIFICATE (Sponsor)**

CERTIFICATE OF INSURANCE

THIS CERTIFICATE PROVIDES EVIDENCE OF COVERAGE AS GOVERNED BY THE MASTER POLICY. THIS CERTIFICATE IS SUBJECT, AT ALL TIMES, TO THE TERMS, CONDITIONS AND OTHER STIPULATIONS CONTAINED IN THE MASTER POLICY.

1. **MASTER POLICY REFERENCE:** CTR630020/01/2024 & CTN650552/01/2024
2. **CERTIFICATE REFERENCE:** E2168-01
3. **TYPE OF INSURANCE:** FINANCIAL ADVISOR PROFESSIONAL LIABILITY
4. **INSURED INDIVIDUAL:** Brandon Merwin
5. **PERSONAL CORPORATION:** Merwin Financial Ent Corp.
6. **FIRM: (for vicarious liability only)** EXPERIOR FINANCIAL GROUP INC.
7. **BUSINESS ADDRESS:** 961 Skeena Court
Kelowna BC V1V 2B3
8. **POLICY PERIOD:** **INCEPTION:** April 1, 2024 *both dates as at 12.01 a.m. at*
EXPIRATION: April 1, 2025 *the address listed in Item 7*
above
9. **COVERAGE DETAILS: (check all that apply)**

COVERAGE:		LIMIT OF LIABILITY:		DEDUCTIBLE:
		Per Claim:	Aggregate: ¹	
<input checked="" type="checkbox"/>	A (Life Insurance/A&S)	\$2,000,000	\$2,000,000	\$1,000
<input type="checkbox"/>	A&B (Life Insurance/A&S/ Mutual Funds)			
Privacy and Network Security Breach Response Insurance (PrivaSure):				
PRIVASURE PROGRAM AGGREGATE LIMIT: \$500,000				RETENTION:
a.	Enterprise Security Event Liability Coverage	\$15,000	\$15,000	\$5,000
b.	Privacy Regulation Liability Coverage	\$15,000	\$15,000	\$5,000
c.	Crisis Management and Fraud Prevention Expense Coverage	\$15,000	\$15,000	\$5,000

¹ This represents the maximum aggregate Limit of Liability for all Claims per Policy Period

Ed.1/24

**EXPERIOR FINANCIAL GROUP ADVISOR PROFESSIONAL LIABILITY
INSURANCE CERTIFICATE (Sponsor)**

d.	Computer System Extortion Expense	\$15,000	\$15,000	\$5,000
Total Aggregate Limit of Insurance			\$15,000	

- 10. FRAUDULENT ACTS ENDORSEMENT:** As mandated in ON, SK, NL, AB, MB
- 11. AMF AMENDATORY ENDORSEMENT:** Included where applicable
- 12. DEDICATED LIMITS FOR AB AGENTS:** Included where applicable
- 13. AGGREGATE FOR MB AGENTS:** \$5,000,000 included where applicable
- 14. PENDING AND PRIOR CLAIMS DATE:**

Professional Liability:	The Inception Date of the Insured(s) first claims-made professional liability policy for Professional Services provided by AXIS, provided such coverage has been maintained without interruption and no retroactive date is enforced on this Certificate of Insurance . Otherwise, the Pending and Prior Claims Date shall be the inception date of this Certificate of Insurance .
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15. RETROACTIVE DATE:

Professional Liability:	The inception date of the Insured(s) first claims-made professional liability policy for Professional Services as indicated herein, provided such coverage has been maintained in force and without interruption and no retroactive is enforced on this Certificate of Insurance .
Professional Liability:	
Privacy & Network Security Breach Response Insurance (PrivaSure):	The inception date of the Insured(s) first claims-made Privacy & Network Security Breach Response Insurance, with comparable coverage to the AXIS form, provided such coverage has been maintained in force and without interruption and no retroactive is enforced on this Certificate of Insurance .

- 16. LINK TO POLICY WORDING:** N/A

IN WITNESS WHEREOF, AXIS REINSURANCE COMPANY HAS DULY AUTHORIZED THE MAGNES GROUP INC TO EXECUTE AND ISSUE THIS CERTIFICATE OF INSURANCE.

IN ACCORDANCE WITH THE INSURANCE COMPANIES ACT (CANADA), THIS DOCUMENT WAS ISSUED IN THE COURSE OF AXIS REINSURANCE COMPANY (CANADIAN BRANCH)'S INSURANCE BUSINESS IN CANADA.

Ed.1/24 | **EXPERIOR FINANCIAL GROUP ADVISOR PROFESSIONAL LIABILITY
INSURANCE CERTIFICATE (Sponsor)**

The Magnes Group Inc.



Andy Sloan
President & CEO, Sales, The Magnes Group Inc.

AXIS Reinsurance Company (Canadian Branch)



Brad Randell
Vice President, AXIS Professional Lines

**IN WITNESS WHEREOF, AXIS REINSURANCE COMPANY HAS DULY AUTHORIZED THE MAGNES GROUP INC TO
EXECUTE AND ISSUE THIS CERTIFICATE OF INSURANCE.**

Reporting Circumstances or a Claim

If you become aware of a Claim¹ during the Policy Period, or Extended Reporting Period, you must notify Magnes by fully completing the “Circumstances/Claim Reporting Form” on the next page and send it as directed on the last page of the Form. Although not a strict condition of the Policy, if you become aware of Circumstances which could give rise to a Claim, you should also complete the Form. We will submit the completed Form to your Insurer and contact you should additional information be required. Once reported, a representative of your Insurer will contact you to discuss further.

Failure to report Circumstances or a Claim as prescribed by your Policy may result in the limitation or denial of your insurance coverage.

WHAT TO DO

In addition to notifying Magnes of the Circumstance or Claim, please ensure that you provide a copy of the completed Circumstances/Claim Form to your compliance department (if applicable). You can assist further by also providing the following:

- A summary of the events that led up to the complaint, Circumstances or Claim
- Copies of any demand letters, notices or Statements of Claim received (if applicable)

WHAT **NOT** TO DO

When you become aware of Circumstances or a Claim:

- Do not admit liability (oral or written admission of fault)
- Do not agree to give interviews or statements to anyone without first consulting with your Insurer
- Do not attempt to settle on your own (do not voluntarily make a payment for any demand, or agree, verbally or in writing, to pay any demand without your Insurer’s prior written approval).

By trying to settle a Claim on your own or incurring legal expenses not approved by your Insurer, you could find yourself paying these amounts without the financial assistance of your Insurer.

Please note you could prejudice your Insurer’s ability to defend you and vitiate your insurance coverage should you act in the “NOT TO DO” manner listed above.

Have questions?

Please email Lorraine Palmer at lpalmer@magnesgroup.com Or call 1- 800-650-3435 ext. 337.

¹Although more comprehensively defined in the Policy, a “Claim” means a written demand for monetary or non-monetary relief.

Circumstances/Claim Reporting Form

Please complete and save a copy of this electronic form.

Insured Name _____ Certificate # _____

Address _____ Date Reported _____

MM DD YYYY

Phone _____ Fax _____

Email _____

Type of Transaction: ☐ Mutual Fund ☐ Life ☐ Accident & Sickness ☐ Other (If other, explain)

Claimant's Name _____

Address _____

Phone _____

Claimant's Lawyer's Name and Address (if applicable)

Phone _____

1. Were you served with a Statement of Claim or any other court documents? ☐ No ☐ Yes

If yes, when were you served? _____ **Please attach copy of Statement of Claim*

Amount of Claim (**If no claim has been specified, please estimate monetary exposure*) \$ _____

2. Describe the nature of the alleged act, error or omission _____

3. When did you first become aware of the alleged act, error or omission? _____

MM DD YYYY

4. How did you become aware of the Claim or Circumstances which could give rise to a Claim?

5. Date the alleged act, error or omission took place _____

MM DD YYYY

6. Any other parties involved? ☐ No ☐ Yes

7. If yes, please list name(s) and address(es) of other parties involved (if applicable)

Circumstances/Claim Reporting Form

8. Additional comments or information which may be relevant

9. Attachments included with this form

- a) _____
- b) _____
- c) _____
- d) _____
- e) _____

Reported by (please print) _____
Date _____ Signature* _____
MM DD YYYY

***By typing your name in the signature field, you have signed this document. Please ensure you save a copy of the completed form.**

Please send this completed form to:

**Lorraine Palmer – Claims Account Manager
The Magnes Group
1540 Cornwall Road
Oakville, ON
L6J 7W5
Email: lpalmer@magnesgroup.com**

Application for Renewal

Product: Ed. 01/24 Exporior Financial Group Advisors Professional Liability Program
Certificate Number: E2168-01
Insured: Brandon Merwin
Quote Inception Date: March 19, 2024
Certificate Effective Date: April 1, 2024
Issue Date: March 20, 2024
Certificate Expiry Date: April 1, 2025

THE POLICY FOR WHICH THIS APPLICATION IS SUBMITTED IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS THEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS MAY BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS DEFENSE COSTS. ANY DEDUCTIBLE MAY BE SIMILARLY REDUCED OR EXHAUSTED BY AMOUNTS INCURRED AS DEFENSE COSTS. PLEASE READ THE POLICY CAREFULLY.

NOTE: A valid contract with Exporior Financial Group Inc. must be maintained while this Errors and Omissions policy is in force. Coverage provided under the Exporior Financial Group Inc. E&O Program is subject to the insured having and maintaining a valid provincial license and/or mutual fund registration. Failure to do so may void your E&O insurance coverage.

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this Application are defined in the Policy and have the same meaning in this Application as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This Application, including all materials submitted herewith, shall be held in confidence.

Do you have a current contract with Exporior Financial Group? Yes

Agent Information

Name of Insured (Agent)

First name Brandon
Last name Merwin
Full name of Insured (as it will appear on the policy documents) Brandon Merwin
Name of Firm / Sponsoring organization Exporior Financial Group Inc.
Coverage afforded to the Firm / Sponsoring Organization is for Vicarious Liability only, always subject to Policy terms and conditions.
Home Telephone 250-317-9776
Mobile Telephone 250-317-9776

Executive Director

First name Kevin
Last name Purnell

Home Mailing Address

Line 1 961 Skeena Court
Line 2 (no answer)
City Kelowna
Province British Columbia

Postal code V1V 2B3

Professional Information

Individual - Province(s) of Registration/License

Have you passed the applicable provincial licensing exam for your Life and/or A&S License? Yes

Which licenses do you currently hold?

Life / Accident & Sickness

Limit of Liability Requested

Errors and Omissions Limits

\$2,000,000 per Claim / \$2,000,000 Aggregate

Limit of Liability	Annual Premium (12 months)	
Each Claim / Aggregate	Life, Accident and Sickness Only	Life, Accident and Sickness, Mutual Funds
\$1,000,000 / \$2,000,000	\$402	\$585
\$2,000,000 / \$2,000,000	\$537	\$735
\$5,000,000 / \$5,000,000	\$1,042	\$1,264

Limit of Liability	Annual Premium - Newly Licensed (12 months)	
Each Claim / Aggregate	Life, Accident and Sickness Only	Life, Accident and Sickness, Mutual Funds
\$1,000,000 / \$2,000,000	\$302	\$439
\$2,000,000 / \$2,000,000	\$403	\$551
\$5,000,000 / \$5,000,000	\$782	\$948

Premiums may be pro-rated based on effective date of coverage.

Provinces of Registration/License (check all that apply)

Alberta	No (box not checked)
British Columbia	Yes (box checked)
Manitoba	No (box not checked)
New Brunswick	No (box not checked)
Newfoundland and Labrador	No (box not checked)
Northwest Territories	No (box not checked)
Nova Scotia	No (box not checked)
Nunavut	No (box not checked)
Ontario	No (box not checked)
Prince Edward Island	No (box not checked)
Quebec	No (box not checked)
Saskatchewan	No (box not checked)
Yukon	No (box not checked)
List any Professional Organizations of which you are a Member.	(no answer)

Personal Corporation

Personal Corporation means a corporation owned solely by the Insured Individual or their spouse, is incorporated for the purpose of limiting personal liability, including tax liability. Such corporation has no other employees. The Corporation does not, nor has it ever, accepted business from any other licensed individual(s).

Do you require your Personal Corporation added to your Certificate of Insurance?

Yes

Name of Personal Corporation

Merwin Financial Ent Corp.

Provinces of Registration/License (check all that apply)

Alberta	No (box not checked)
British Columbia	Yes (box checked)
Manitoba	No (box not checked)
New Brunswick	No (box not checked)
Newfoundland and Labrador	No (box not checked)
Northwest Territories	No (box not checked)
Nova Scotia	No (box not checked)
Nunavut	No (box not checked)
Ontario	No (box not checked)
Prince Edward Island	No (box not checked)
Quebec	No (box not checked)
Saskatchewan	No (box not checked)
Yukon	No (box not checked)

Please Note: Personal Corporations may be covered as an Insured under the policy; however, some provincial regulators require a separate limit of insurance for licensed Personal Corporations. Depending on the requirements in your jurisdiction, adding your Personal Corporation name to your individual certificate may not be sufficient for compliance. For the purposes of this policy, Personal Corporations are defined above. If you are in doubt about the regulations that apply to you, please call The Magnes Group at 1-800-650-3435 ext. 366.

Vicarious Liability

Approval is required from Exporior to add firms for Vicarious Liability. Should you wish to add a firm for Vicarious Liability at this time, please contact Michelle Cartwright at 1-800-650-3435 ext. 366.

Underwriting Information

In the past 12 months, did you obtain your license or are you providing Professional Services in the United States?	No
In the past 12 months, has an Insurance Company cancelled or denied you any Professional Liability Insurance?	No
In the past 12 months, have you or an Employee been convicted of a dishonest or fraudulent act?	No
In the past 12 months, have you or an Employee been found guilty of any Federal or Provincial Insurance or Security law/regulation?	No
In the past 12 months, have you had your license (Life, MFDA) revoked or suspended in any Province?	No
In the past 12 months, have you or any of your Employees received formal allegations of Professional Negligence/Misconduct in connection with Professional Services performed?	No
In the past 12 months, have any Claim(s) been made against you or your Employees including but not limited to any regulatory matter?	No
Are you or your Employees cognizant of any fact, circumstance or situation which they believe could give rise to a future Claim(s), including but not limited to any regulatory matter?	No

Privacy and Network Security Breach Response Insurance (Privasure) - Optional

COVERAGE DETAILS:

- Coverage A: Enterprise Security Event Liability Coverage — \$15,000 per Claim / Aggregate
- Coverage B: Privacy Regulation Liability Coverage — \$15,000 per Claim / Aggregate
- Coverage C: Crisis Management and Fraud Prevention Expense Coverage — \$15,000 per Claim / Aggregate
- Coverage D: Computer System Extortion Expense — \$15,000 per Claim / Aggregate

TOTAL AGGREGATE LIMIT OF INSURANCE: \$15,000 PER INSURED / \$500,000 PROGRAM AGGREGATE

DEDUCTIBLE: \$5,000 per Claim, where applicable.

PREMIUM: \$175 Flat

Do you wish to purchase additional coverage for Privacy & Network Security Breach Response Insurance?	Yes
Do you have a business website?	No
What kind of antivirus software do you use on your business computers?	VPN Security, Mac Malware Protection, Norton Security.
Do you transmit any confidential information (credit card, medical, financial, etc.) to outside providers or a central computer system?	No
What type of data do you store on your computer or computer system (desktop PC, notebook, mobile device, etc.)? (Check all that apply.)	
Medical data	No <i>(box not checked)</i>
Customer information	Yes <i>(box checked)</i>
Credit card/bank account information	Yes <i>(box checked)</i>
Trade secrets	No <i>(box not checked)</i>
Intellectual property assets	No <i>(box not checked)</i>
How often do you back up the data that is stored on your computer or computer system?	Daily
Do you store a copy of your back up off site?	Yes
Have you or your business experienced a theft or unintended release of private or personal information in the last 3 years?	No
Do you access any unsecured public networks on any devices you use?	No
An unsecured public network can include any network which is not owned by you. An unsecured network can be connected to within range and without any type of security feature like a password or login. Common examples include connecting to Wi-Fi in restaurants, coffee shops, or hotels.	
Do you Back-up critical data at least monthly?	Yes
I acknowledge, if choosing to pay by credit card, the third-party processor charges a fee. Yes <i>(box checked)</i>	

Disclosures, Authorization and Signature

Without prejudice to any other rights and remedies of the Insurer, the Insured(s) agree that if any suit, fact, circumstance or situation exists of which any Insured(s) has knowledge as of the date of this Application, then any notice, claim or action arising from such fact, circumstance or situation is excluded from the proposed insurance made available by way of this Application for any Insured(s) who possessed such knowledge as of the date of this Application. This Application shall be construed as a separate application for coverage submitted by each Insured(s) and no declaration or statement made in this Application or no knowledge possessed by any Insured(s) shall be imputed to any other Insured(s) in order to determine if coverage is available.

Privacy Disclosure: As part of my Application for insurance I consent to the collection and use of personal information required for purposes of considering my Application for errors and omissions insurance by the insurer AXIS Reinsurance Company, the authorized insurance broker, The Magnes Group Inc. and the plan sponsor Experior Financial Group Inc. The insurer, the broker and Experior Financial Group Inc. are authorized to collect, use, and disclose personal information and provide such personal information to third parties, as required for the purpose of underwriting this Application for insurance and for the purposes of making payment in respect of any Claims, as permitted by the relevant provincial and federal privacy laws or other applicable laws. I understand that at any time I may ask to review the personal information pertaining to my Application for insurance and the insurer and broker will be obligated to provide me with any information I am entitled to receive under the relevant provincial and federal privacy laws or other applicable laws.

Electronic Signature

You now have the option to sign this form electronically. If you elect to do so, you hereby consent and agree that your use of key pad, mouse or device to click the "I Agree" button constitutes your signature, acceptance and agreement to the Disclosures, Authorization and Signature section immediately above as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

Note: Please ensure that you have reviewed the application for accuracy and completeness before applying your Electronic Signature. Applying your Electronic Signature will prevent you from further editing the application.

I have read the terms and agree to them.

Please enter your name here (given name and surname)

Signature Date:

Yes (*box checked*)

Brandon Anthony Mangion Merwin

March 19, 2024 7:01pm PDT