

Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited 85 Gracechurch Street London EC3V 0AA United Kingdom

IDENTIFICATION OF INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE



Any notice to the Underwriters may be validly given to: Zensurance Brokers Inc, 200 University Ave #1301, Toronto, M5H 3C6, Canada.

In Witness whereof this Certificate has been signed by:

Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



DECLARATIONS

POLICY NUMBER: ESM0439735888

B087523C9N5051 B087523C9N5053

THE INSURED: Malloc Inc. o/a YouTestMe

ADDRESS: 200 150 King St W

Toronto, ON M5H1J9

Canada

THE UNDERWRITERS: Underwritten by certain Lloyd's underwriters and other

insurers

NAME OF LICENSED CANADIAN

UNIQUE MARKET REFERENCES:

INTERMEDIARY:

Zensurance Brokers Inc

THE INCEPTION DATE: 00:01 Local Standard Time on 22 Aug 2023
THE EXPIRY DATE: 00:01 Local Standard Time on 22 Aug 2024

TOTAL PAYABLE: CAD4,960.00

Broken down as follows:

Premium: CAD4,600.00

Policy Administration Fee: CAD360.00

TECHNOLOGY SERVICES: Learning Managment System

LEGAL ACTION: Worldwide
TERRITORIAL SCOPE: Worldwide

RETROACTIVE DATE(S):

Professional Liability: 22 Aug 2019

General Liability: 22 Aug 2019, in respect of INSURING CLAUSE 6 (SECTION

H only)

REPUTATIONAL HARM PERIOD: 12 months

INDEMNITY PERIOD

12 months

(CYBER AND PRIVACY cover only):

WAITING PERIOD: 8 hours

OPTIONAL EXTENDED REPORTING

PERIOD:

12 months for 100% of applicable annualized premium

APPROVED CLAIMS PANEL

PROVIDERS:

CFC Response

CLAIMS MANAGER: CFC Underwriting Limited

Please report all new claims to:

newclaims@cfc.com

CYBER INCIDENT MANAGER: CFC Underwriting Limited

CYBER INCIDENT RESPONSE LINE: In the event of an actual or suspected cyber incident

please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1800-607-1355 or email



cyberclaims@cfc.com

WORDING: Technology (CA) v3.0

ENDORSEMENTS: Regulatory Statement (CAN)

Non-Owned and Hired Automobile Clause

Additional Insured Clause (Specified Third Party)

Service of Suit Clause

Non-Owned and Hired Automobile Clause (bespoke

limits)

War and Cyber War Exclusion Clause



DECLARATIONS

INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: CAD3,000,000 in the aggregate

SECTION A: PRODUCTS AND SERVICES LIABILITY

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION B: BREACH OF CONTRACT

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION D: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND DEFAMATION

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION E: REGULATORY COSTS AND FINES

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION F: DISHONESTY OF EMPLOYEES

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CAD0 each and every claim, including costs and

expenses

SECTION G: PAYMENT OF WITHHELD FEES

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and



INSURING CLAUSE 2: NETWORK SECURITY & PRIVACY LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: CAD3,000,000 in the aggregate

SECTION A: NETWORK SECURITY LIABILITY

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION B: PRIVACY LIABILITY

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION C: MANAGEMENT LIABILITY

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION D: REGULATORY INVESTIGATION COSTS

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

INSURING CLAUSE 3: CYBER INCIDENT RESPONSE

ALL SECTIONS COMBINED

Aggregate limit of liability: CAD3,000,000 in the aggregate

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: CAD3,000,000 each and every claim, including **costs and**

expenses

Deductible: CADO each and every claim, including costs and



SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CAD0 each and every claim, including costs and

expenses

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CAD0 each and every claim, including costs and

expenses

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CAD0 each and every claim, including costs and

expenses

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CAD0 each and every claim, including costs and

expenses

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: CAD25,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

INSURING CLAUSE 4: CYBER CRIME

SECTION A: ELECTRONIC THEFT OF YOUR FINANCIAL ASSETS

NO COVER GIVEN

SECTION B: ELECTRONIC THEFT OF THIRD PARTY FUNDS HELD IN ESCROW

NO COVER GIVEN

SECTION C: THEFT OF PERSONAL FINANCIAL ASSETS

NO COVER GIVEN



SECTION D: EXTORTION

Aggregate limit of liability: CAD3,000,000 in the aggregate, including costs and

expenses

Deductible: CADO each and every claim

SECTION E: TELEPHONE HACKING

NO COVER GIVEN

SECTION F: PUSH PAYMENT FRAUD

NO COVER GIVEN

SECTION G: UNAUTHORIZED USE OF COMPUTER RESOURCES

NO COVER GIVEN

INSURING CLAUSE 5: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

ALL SECTIONS COMBINED

Aggregate limit of liability: CAD3,000,000 in the aggregate

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: CAD3,000,000 each and every claim

Deductible: CAD0 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: CAD3,000,000 each and every claim

Deductible: CADO each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: CAD100,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including **costs and**

expenses

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: CAD3,000,000 each and every claim, including **costs and**

expenses

Deductible: CADO each and every claim, including **costs and**



SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: CAD25,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: CAD3,000,000 each and every claim, including costs and

expenses

Deductible: CADO each and every claim, including costs and

expenses

INSURING CLAUSE 6: COMMERCIAL GENERAL LIABILITY

SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: CAD3,000,000 each and every claim, costs and expenses

in addition

Deductible: CAD1,000 each and every claim, including costs and

expenses

SECTION B: POLLUTION LIABILITY

Aggregate limit of liability: CAD3,000,000 in the aggregate, costs and expenses in

addition

Deductible: CAD1,000 each and every claim, including costs and

expenses

SECTION C: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Aggregate limit of liability: CAD3,000,000 in the aggregate, costs and expenses in

addition

Deductible: CAD1,000 each and every claim, including costs and

expenses

SECTION D: TENANTS' LEGAL LIABILITY

Aggregate limit of liability: CAD500,000 in the aggregate, costs and expenses in

addition

Deductible: CAD1,000 each and every claim, including costs and

expenses

SECTION E: PERSONAL AND ADVERTISING INJURY

Limit of liability: CAD3,000,000 each and every claim, costs and expenses

in addition

Deductible: CAD1,000 each and every claim, including costs and



SECTION F: EMPLOYERS' LIABILITY

Limit of liability: CAD3,000,000 each and every claim, costs and expenses

in addition

Deductible: CAD1,000 each and every claim, including costs and

expenses

SECTION G: MEDICAL EXPENSES

Limit of liability: CAD25,000 each and every claim

Deductible: CAD1,000 each and every claim

SECTION H: EMPLOYEE BENEFITS LIABILITY

Aggregate limit of liability: CAD3,000,000 in the aggregate, costs and expenses in

addition

Deductible: CAD1,000 each and every claim, including costs and

expenses

INSURING CLAUSE 7: COMMERCIAL PROPERTY

NO COVER GIVEN

INSURING CLAUSE 8: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 9: LEGAL EXPENSES

NO COVER GIVEN

INSURING CLAUSE 10: DIRECTORS AND OFFICERS LIABILITY

NO COVER GIVEN

INSURING CLAUSE 11: LOSS MITIGATION

Limit of liability: CAD3,000,000 each and every claim

Deductible: CADO each and every claim, including costs and

expenses

INSURING CLAUSE 12: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability: CAD100,000 in the aggregate

Deductible: CADO each and every claim, including costs and



INSURING CLAUSE 13: COURT ATTENDANCE COSTS

Aggregate limit of liability: CAD100,000 in the aggregate

Deductible: CADO each and every claim, including **costs and**



SIGNING OF THIS POLICY BY THE LLOYD'S ATTORNEY IN FACT IN CANADA

For the added comfort and security of our policyholders this policy will also be signed by the representative of Lloyd's Underwriters in Canada, the Attorney in Fact.

The policy signed by the Attorney in Fact will replace this document as the official contract of insurance between you and us. In the interim this document is your valid policy which you should use if you need to make a claim.

CFC Underwriting will act as the sub-agent of the Attorney in Fact for the purpose of communicating the policy signed by the Attorney in Fact to you and your broker.

The policy signed by the Attorney in Fact will normally be available from two working days after you go on cover with us. To download this policy please click on the link below:

http://aif.cfc.com/download/get/718f9697-ec8b-46ce-892f-0c48ab82c3be

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180

01/11/11



OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Registration Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at www.fca.org.uk/register/. Alternatively the Financial Conduct Authority may be contacted on +44 (0)800 111 6768.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer CFC Underwriting Limited 85 Gracechurch Street London EC3V 0AA United Kingdom

We will aim to acknowledge your complaint within 2 business days following receipt and will aim to respond to your complaint within 10 business days.

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's Canada Inc. The contact details are as follows:

Complaints Officer, Royal Bank Plaza South Tower 200 Bay Street Suite 2930 PO Box 51 Toronto Ontario M5J 2 J2. Tel: 1-877-455-6937

Email: info@lloyds.ca



If you remain dissatisfied after Lloyd's Canada Inc. has considered your complaint, you may have the right to refer your complaint to the following organisations:

General Insurance OmbudService (GIO) – assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

Website: https://giocanada.org/

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

Financial Consumer Agency of Canada (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 KIR 1B9

Tel: 1-866-461-3222 (Services in English) Tel: 1-866-461-2232 (Services in French)

Website: www.fcac-acfc.gc.ca

For clients based in Quebec only:

Autorité des marchés financiers (AMF)- The regulation of insurance companies in Quebe cis administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaints protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action is 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) 395-0311 Website: www.lautorite.qc.ca

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.



The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

http://www.cfc.com/privacy



S.P.F. NO. 6 STANDARD NON-OWNED AUTOMOBILE POLICY

ATTACHING TO POLICY NUMBER:

ESM0439735888

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

LIMITS OF LIABILITY AND DEDUCTIBLES:

S.P.F. NO. 6 STANDARD NON-OWNED AUTOMOBILE POLICY

Limit of liability: CAD1,000,000 each and every claim,

costs and expenses in

addition

Deductible: CAD1,000 each and every claim,

including costs and

expenses

S.E.F. NO. 94 LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE

FORM

Limit of liability: CAD50,000 each and every claim,

costs and expenses in

addition

Deductible: CAD1,000 each and every claim,

including costs and

expenses

INSURING CLAUSE:

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated Section A - Third Party Liability.

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from bodily injury to or the death of any person or damage to property of others not in the care, custody or control of the insured:

Provided always the Insurer shall not be liable under this Form:

- a. for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- b. *for any liability imposed upon any person insured by this Form;
 - i. by any workmen's compensation law; or
 - ii. by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or



- c. for any liability assumed by any person insured by this Form voluntarily under any contract or agreement; or
- d. for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Form or to any property owned or rented by, or in the care, custody or control of any such person; or
- e. for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Form; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

*Not applicable in the Province of Ontario

ADDITIONAL AGREEMENTS OF INSURER:

Where indemnity is provided by this Form, the Insurer further agrees:

- upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this Form by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and.
- to defend in the name and on behalf of any person insured by this Form and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3. to pay all costs taxed against any person insured by this Form in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- 4. in case the injury be to a person, reimburse any person insured by this Form for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5. be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in Section A of Item 7 of the application; and
- 6. not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

GENERAL PROVISIONS AND DEFINITIONS:

1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner



thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional Insured person.

2. Territory

This Form applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries

3. Hired Automobiles Defined

The term "Hired Automobiles" as used in this Form means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. Automobiles Operated Under Contract Defined

The term "Automobiles Operated under Contract" as used in this Form shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. Two or More Automobiles

When two or more automobiles are insured hereunder the terms of this Form shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

6. Premium Adjustment

The Advance Premium stated in item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured. The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the



Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the. Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this Form.

7. Statutory Conditions

The insurance provided under this Coverage is subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.



S.E.F. NO. 94 LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE FORM

ATTACHING TO POLICY NUMBER:

ESM0439735888

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.,F. NO. 6)

In consideration of the premium stated herein, it is understood and agreed that the policy to which this endorsement is attached, is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined is such policy and resulting from loss or damage thereto, caused solely by:

SUBSECTION 1 – ALL PERILS:

from all perils

Limits of Insurance

We shall not be liable under this endorsement for any amount in excess of \$50,000 or as otherwise shown on the Declaration Page (exclusive of interest and costs) for any one occurrence.

Deductible Clause

Each occurrence causing loss or damage covered except loss or damage caused by fire or lightning or theft of the entire automobile shall give rise to a separate claim in respect of which our liability shall be limited to the amount of loss or damage in excess of \$500.

Two Or More Automobiles

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of insurance, including the deductible provision, if any, under this Insuring Agreement.

EXCLUSIONS:

We shall not be liable

1. for loss or damage to any automobile while personally driven by you if you are an individual; or



2. for loss or damage

- a. to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage caused by fire, theft or malicious mischief: or
- b. to any automobile while being used without the consent of the owner thereof; or
- c. caused directly or indirectly by contamination by radioactive material; or
- d. to contents of trailers or to rugs or robes; or
- e. to tapes and equipment for use with a tape recorder when detached therefrom; or
- f. caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
- g. for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached.



S.E.F. NO. 96 CONTRACTUAL LIABILITY ENDORSEMENT

ATTACHING TO POLICY NUMBER:

ESM0439735888

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO. 6)

In consideration of a premium of CADO, it is understood and agreed that part c) of the **INSURING CLAUSE** is deleted in its entirety and replaced with the following:

c. For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date of contract

Name of contracting party (other

than the Insured)

All contracts All contracting parties



S.E.F. NO. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

ATTACHING TO POLICY NUMBER:

ESM0439735888

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.E.F. NO. 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that the "Hired automobile" **DEFINITION** is deleted in its entirety and replaced with the following:

Hired automobiles

means:

- i. automobiles hired or leased from others with drivers;
- ii. hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.



ADDITIONAL INSURED CLAUSE (SPECIFIED THIRD PARTY)

ATTACHING TO POLICY ESM0439735888

NUMBER:

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

It is understood and agreed that the following amendments are made to this Policy:

1. The following **DEFINITION** is added:

"Additional insured" means:

City of Surrey 13450 - 104th Avenue BC V3T 1V8 Canada

Conrail, Consolidated Rail Corporation Purpose: Customer 330 Fellowship Road, Suite 300 NJ 08054 US

IFSE Institute
Purpose: Customer
Sussex Centre – East Tower, 50 Burnhamthorpe 601 Road West, Suite
604
ON L5B 3C2
Canada

- 2. In respect of the "Additional insureds" **CONDITION**, **additional insureds** are included as a **third party**.
- 3. The following CONDITION is added:

Notice of cancellation to additional insureds

If we give you notice of cancellation in accordance with the "Cancellation" CONDITION, we will endeavor to provide the same notice of cancellation to the additional insureds; however, not doing so will not place any additional liability upon us.



SERVICE OF SUIT CLAUSE

ATTACHING TO POLICY ESM0439735888

NUMBER:

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.



S.P.F. NO. 6 STANDARD NON-OWNED AUTOMOBILE POLICY

ATTACHING TO POLICY NUMBER:

ESM0439735888

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

LIMITS OF LIABILITY AND DEDUCTIBLES:

S.P.F. NO. 6 STANDARD NON-OWNED AUTOMOBILE POLICY

Limit of liability: CAD1,000,000 each and every claim,

costs and expenses in

addition

Deductible: CADO each and every claim,

including costs and

expenses

S.E.F. NO. 94 LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE

FORM

Limit of liability: CAD50,000 each and every claim,

costs and expenses in

addition

Deductible: CAD500 each and every claim,

including costs and

expenses

INSURING CLAUSE:

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated Section A - Third Party Liability.

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from bodily injury to or the death of any person or damage to property of others not in the care, custody or control of the insured:

Provided always the Insurer shall not be liable under this Form:

- a. for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- b. *for any liability imposed upon any person insured by this Form;
 - i. by any workmen's compensation law; or
 - ii. by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or



- c. for any liability assumed by any person insured by this Form voluntarily under any contract or agreement; or
- d. for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Form or to any property owned or rented by, or in the care, custody or control of any such person; or
- e. for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Form; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

*Not applicable in the Province of Ontario

ADDITIONAL AGREEMENTS OF INSURER:

Where indemnity is provided by this Form, the Insurer further agrees:

- upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this Form by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and.
- to defend in the name and on behalf of any person insured by this Form and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3. to pay all costs taxed against any person insured by this Form in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- 4. in case the injury be to a person, reimburse any person insured by this Form for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5. be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in Section A of Item 7 of the application; and
- 6. not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

GENERAL PROVISIONS AND DEFINITIONS:

1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner



thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional Insured person.

2. Territory

This Form applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries

3. Hired Automobiles Defined

The term "Hired Automobiles" as used in this Form means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. Automobiles Operated Under Contract Defined

The term "Automobiles Operated under Contract" as used in this Form shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. Two or More Automobiles

When two or more automobiles are insured hereunder the terms of this Form shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

6. Premium Adjustment

The Advance Premium stated in item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured. The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the



Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the. Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this Form.

7. Statutory Conditions

The insurance provided under this Coverage is subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.



S.E.F. NO. 94 LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE FORM

ATTACHING TO POLICY NUMBER:

ESM0439735888

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.,F. NO. 6)

In consideration of the premium stated herein, it is understood and agreed that the policy to which this endorsement is attached, is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined is such policy and resulting from loss or damage thereto, caused solely by:

SUBSECTION 1 – ALL PERILS:

from all perils

Limits of Insurance

We shall not be liable under this endorsement for any amount in excess of \$50,000 or as otherwise shown on the Declaration Page (exclusive of interest and costs) for any one occurrence.

Deductible Clause

Each occurrence causing loss or damage covered except loss or damage caused by fire or lightning or theft of the entire automobile shall give rise to a separate claim in respect of which our liability shall be limited to the amount of loss or damage in excess of \$500.

Two Or More Automobiles

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of insurance, including the deductible provision, if any, under this Insuring Agreement.

EXCLUSIONS:

We shall not be liable

1. for loss or damage to any automobile while personally driven by you if you are an individual; or



2. for loss or damage

- a. to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage caused by fire, theft or malicious mischief: or
- b. to any automobile while being used without the consent of the owner thereof; or
- c. caused directly or indirectly by contamination by radioactive material; or
- d. to contents of trailers or to rugs or robes; or
- e. to tapes and equipment for use with a tape recorder when detached therefrom; or
- f. caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
- g. for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached.



S.E.F. NO. 96 CONTRACTUAL LIABILITY ENDORSEMENT

ATTACHING TO POLICY NUMBER:

ESM0439735888

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO. 6)

In consideration of a premium of CADO, it is understood and agreed that part c) of the **INSURING CLAUSE** is deleted in its entirety and replaced with the following:

c. For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date of contract

Name of contracting party (other

than the Insured)

All contracts All contracting parties



S.E.F. NO. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

ATTACHING TO POLICY NUMBER:

ESM0439735888

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.E.F. NO. 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that the "Hired automobile" **DEFINITION** is deleted in its entirety and replaced with the following:

Hired automobiles

means:

- i. automobiles hired or leased from others with drivers;
- ii. hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.



WAR AND CYBER WAR EXCLUSION CLAUSE

ATTACHING TO POLICY ESM0439735888

NUMBER:

THE INSURED: Malloc Inc. o/a YouTestMe

WITH EFFECT FROM: 22 Aug 2023

It is understood and agreed that the following amendments are made to this Policy:

1. The "War" **EXCLUSION** is deleted in its entirety and replaced with the following:

War and cyber war

arising directly or indirectly out of:

- a. war; or
- b. cyber war.

However, part b. above will not apply to:

- a. the INCIDENT RESPONSE COSTS SECTION; and
- b. that part of any claim relating to any **computer systems** which are physically located outside of an **impacted state**.
- 2. The following **DEFINITIONS** are added:

"Cyber war" means

any unauthorized access to or electronic attack on **computer systems**, carried out by or on behalf of a **state**, that directly results in another **state** becoming an **impacted state**.

"Impacted state" means

any state that suffers a major detrimental impact on its:

- a. ability to function; or
- b. defense and security capabilities;

as a direct result of any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of another **state**.

"State" means

sovereign state.

"War" means

any physical:

 a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the



- proportions of or amounting to an uprising, military or usurped power; or
- b. action taken in controlling, preventing, suppressing or in any way relating to a. above.