

To: Aviva General Insurance Company (“Aviva General”)

Re: Group Marketing Plan

This letter agreement (“Agreement”) confirms the agreement of TESL Canada (“Sponsor”) to market Aviva General’s home and automobile insurance to the Sponsor’s members (the “Program”)

1. The “Agency” of record under this Program shall be RBC Insurance Agency Ltd. and the Agency is the exclusive insurance agency for the Program.
2. The “Members of the Program” shall mean members of the Sponsor.
3. The initial term of this Agreement shall be for three (3) years from June 1 2021 to May 31 2024 (the “Initial Term”). At the end of the Initial Term, this Agreement shall automatically renew on the same terms and conditions as set out herein for an additional period of 3 years (the “Additional Term”) and shall continue with subsequent Additional Terms unless this Agreement is terminated in accordance with the terms hereof.
4. At any time during the term of this Agreement, either the Sponsor or Aviva General may, upon giving not less than 90 days prior written notice to the other, to terminate this Agreement. Such notice of termination shall specify the effective date of termination of this Agreement
5. Nothing in this Agreement restricts or limits the ability of the Sponsor to promote, solicitor or endorse the insurance products of other insurers to Members of the Program.
6. There are no costs or fees between the Sponsor and Aviva General with respect to the Program.
7. The Sponsor acknowledges that all Members of the Program are required to provide evidence of employment or affiliation with the Sponsor, as applicable, to confirm eligibility to participate in the Program. Examples of such evidence include employee work email address or other employment ID information, or membership ID information.
8. During the term of this Agreement, where there is concern with respect to the Program’s compliance with eligibility requirements, upon the request of Aviva General, the Sponsor shall provide support to verify the eligibility status of Members of the Program.
9. The Sponsor represents and warrants that at no time shall it hold itself out as an insurance agent or broker, or otherwise carry out or engage in any activity that can be construed reasonably as placing or negotiating insurance coverage.
10. Each of the Sponsor and Aviva General acknowledges that the use of the other party’s name, logos, trade and service marks in solicitation materials used in connection with the Program shall be subject to the prior express written consent of such other party, which shall not be unreasonably withheld.
11. No amendment or waiver of any provision of this Agreement, and no consent to any departure from it, shall be effective or binding unless and until set forth in writing signed by both parties to this Agreement.
12. This Agreement shall be governed by and its provisions construed in accordance with the laws of the Province of Ontario and, where relevant, Canada, and any claims, actions, causes of actions or any other legal proceedings respecting this Agreement shall be brought in the Province of Ontario.

Yours very truly,

TESL Canada

Name:

Title:

Acknowledged and agreed to this _____ **day of** _____, _____.

AVIVA GENERAL INSURANCE COMPANY

Name:

Title: Authorized Signatory

Aviva: **Confidential**