HR ON CALL+ Advisor's Client Agreement

COMPLIMENTARY HR SUPPORT THROUGH YOUR ADVISOR'S PARTNERSHIP WITH SIENNA

This Agreement is between ConnectsUs Intranet Inc., a British Columbia corporation doing business as Sienna HR ("**Sienna**"), and the registered legal employer identified in the accepted registration (the "**Client**"). The insurance brokerage or other approved insurance business sponsoring the Client is the "**Advisor**". Through its partnership with Sienna, the Advisor provides HR On Call+ ("**HROC**") to the Client at no cost. Sienna delivers HROC services directly to the Client. The Advisor does not become a party to this Agreement merely by sponsoring the Client.

DEFINITIONS

- **Activation Date:** For each Registered User, the date Sienna first activates that individual's registration for the Client under the same Advisor, as recorded by Sienna. A replacement under Section 1.2 retains the Activation Date of the Registered User being replaced.
- **Advisor's Designated Sienna Web Page:** The Sienna-hosted web page assigned to the Advisor that serves as the exclusive point of access for its Clients and Registered Users to enrol in HROC, request services and book callbacks. No other page, form, email address or contact method on Sienna's website is valid for these purposes unless Sienna expressly authorizes an alternative channel. Requests submitted through unauthorized channels will not be processed as HROC requests.
- **Assignment Period:** Each consecutive 3-month period measured from the applicable Registered User's Activation Date.
- **Registered User:** A named individual authorized by the Client to request HROC services for its internal workforce under a separate accepted registration.

1. AGREEMENT, ELIGIBILITY & REGISTRATION

1.1 **Business Use and Eligibility.** HROC is available to a Client receiving group insurance, employee benefits or other insurance services from the sponsoring Advisor, or to the Advisor's own separately registered firm. The Client must have employees and no more than 150 employees across its entire registered legal entity, unless Sienna approves an exception. If the Client exceeds that limit through ordinary growth, Sienna may permit continued access at its discretion and periodically reassess eligibility.

HROC is exclusively for the Client's own internal workforce. Registered Users may not request services for another business or organization, even if they are an owner, director, board member, employee or volunteer of that organization. This includes, for example, another company, charity, church or association. HROC also does not provide employees with personal HR advice.

The Client must promptly notify Sienna of material changes affecting its eligibility. A new or successor legal entity must complete a new accepted registration and accept this Agreement before using HROC.

1.2 **Registered Users.** The Client may designate 1 or more Registered Users, provided each has a separate accepted registration and is sponsored by the Advisor. Each Registered User must have a unique business email address used exclusively by that individual. The Client is responsible for their use of HROC. Changes to an existing Registered User's name, email or other contact information may be requested through the Advisor's Designated Sienna Web Page or another channel designated by Sienna; these updates do not reset entitlements. The Client must promptly notify Sienna if a Registered User leaves the business or is no longer

authorized. Sienna will end that individual's access when it processes the notice. Another authorized individual from the same registered legal entity may replace them, provided the Advisor continues to sponsor that access. The replacement retains the Activation Date of the Registered User being replaced. Sienna may require verification before changing access. Substitutions and updates under this Section 1.2 do not authorize use for another legal entity.

1.3 **External HR Consultants.** External HR consultants, independent HR practitioners and HR service providers are not eligible to access or use HROC under any circumstances, whether for their own business or for another business. An HR professional directly employed by the Client may be a Registered User.

1.4 **Registration and Confirmation.** The person accepting this Agreement on the Client's behalf must have authority to bind the Client. The Client may register through the Advisor's Designated Sienna Web Page or authorize the Advisor in advance, in writing, to register through that page and accept this Agreement on the Client's behalf.

Following each registration, Sienna will email the designated Registered User a confirmation containing the submitted registration details and a copy of this Agreement. The Client must promptly report incorrect information, an unauthorized registration or a dispute about acceptance.

If a registration is disputed, Sienna may request proof of authorization and suspend access until the matter is resolved. Sienna may cancel an invalid or unauthorized registration.

2. INCLUDED HROC SERVICES

2.1 **HR On Call Advice.** An active Registered User may request HR On Call advice through the Advisor's Designated Sienna Web Page, for response by email or scheduled callback. "Unlimited" means no numerical limit on brief, in-scope inquiries, normally addressed in consultations of approximately 15 minutes; it does not include extensive document analysis, ongoing case management or unlimited consultant time. HR On Call advice, including the initial discussion of an HR issue and the potential scope of Hands-On HR Services, does not use a Hands-On HR Services assignment.

2.2 **Hands-On HR Services Assignment.** For each active Registered User, the Client receives 1 Hands-On HR Services assignment of up to 2 hours during each Assignment Period applicable to that Registered User. Eligible work may include research, document review, customization, drafting and related information gathering or analysis. Sienna must accept the request before work begins.

Once Sienna begins the work, the assignment is considered used, regardless of the time actually spent. The assignment counts toward the Assignment Period in which work begins, even if completed afterward. The included 2 hours do not guarantee completion of a particular matter or document. Unused assignments expire at the end of each Assignment Period and cannot be carried forward or transferred between Registered Users, except when one Registered User replaces another under Section 1.2. A replacement Registered User under Section 1.2 may use an unused assignment, if one is available for the current Assignment Period.

2.3 **Additional Hands-On HR Services Work.** Sienna may absorb a minor incidental overrun of the included 2 hours at its discretion. Otherwise, any work exceeding the included 2 hours or the agreed scope of a Hands-On HR Services assignment requires a separate written services agreement accepted by Sienna and the Client before additional work begins. Sienna is not required to accept that additional work.

2.4 **Free HR Templates.** HROC includes access to designated Free HR Templates from the ConnectsUs HR Toolkit for Small Business, subject to Section 5. It does not include the full paid Toolkit or other ConnectsUs products.

2.5 **Newsletter and Usage Reminders.** The Client may receive the Monthly Workplace Recap newsletter and quarterly HROC usage reminders. These are general communications, not individualized advice or compliance monitoring, and remain subject to applicable electronic-messaging requirements.

3. SCOPE, HR ADVICE & EMPLOYER RESPONSIBILITIES

3.1 **Supported Jurisdictions.** HROC supports provincially regulated employment matters in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario only. Federally regulated employment and other jurisdictions are excluded. A foreign-incorporated business may use HROC only for its eligible workforce in those 5 provinces; foreign employment, corporate, tax, immigration and regulatory matters are outside the service.

3.2 **HR On Call Advisory Services, Exclusions.** HR On Call advisory services provide advice and guidance, not the performance of HR tasks or ongoing HR management.

Advisory services exclude union and collective agreement matters, specialized occupational health and safety services, accounting or financial administration, CRA matters, payroll administration, and employee benefits advice or administration (which should be directed to the Advisor or a benefits specialist).

Formal investigations, comprehensive audits, large projects, employee management, appearances at proceedings and ongoing implementation are also outside the scope of advisory services.

Hands-On HR Services are a separate benefit governed by Section 2.2. Sienna may accept specific hands-on assignments within the agreed scope and included time limit.

3.3 **Practical In-House HR Approach.** Sienna provides HR professionals with at least 15 years of experience who approach workplace matters as an experienced in-house HR professional would. Recommendations consider the facts provided, workplace realities, available options, potential risks and practical consequences.

3.4 **When Legal Advice Is Appropriate.** Experienced in-house HR professionals recognize when outside legal advice is appropriate, particularly for higher-risk matters such as complex terminations and accommodation issues, sensitive employment agreement provisions and restrictive covenants. When Sienna identifies circumstances where it would recommend legal advice if acting as the Client's in-house HR resource, Sienna will advise the Client accordingly.

The Client decides whether to obtain that advice. If the Client chooses not to, Sienna may continue providing practical HR recommendations based on its professional experience, without providing legal advice or approving the legal risks involved. Sienna may decline work that requires legal counsel or involves improper instructions.

Sienna is not a law firm and does not provide legal opinions or representation. No lawyer-client relationship is created, and communications are not protected by solicitor-client privilege merely because legal issues are discussed. Sienna does not conduct a legal audit or guarantee that every legal issue will be identified.

3.5 **Client Information and Decisions.** The Client must provide complete, accurate and timely facts, documents and updates, including unfavourable information, and promptly correct material errors. Sienna need not verify the facts independently unless separately engaged to do so. The Client alone makes and implements employment decisions, determines its legal

obligations, obtains any legal advice it considers necessary and remains responsible for workplace compliance.

4. ACCESS, DELIVERY & RECORDS

4.1 **Service Requests and Verification.** Each Registered User must use the Advisor's Designated Sienna Web Page to request HROC services or book callbacks, unless Sienna authorizes another service channel.

Every request must be submitted **using the same email address recorded in that Registered User's registration and must include the Advisor's Program Code.** Sienna verifies both the email address and Program Code against its records. **Both must match for services to be provided.** If either is incorrect, services will not be provided until the discrepancy is resolved.

The Program Code identifies the Advisor's sponsorship, is not a website login or password, and must not be shared for independent use.

4.2 **Hours and Urgent Matters.** Current service hours, booking and email procedures, and office closures are posted on the Advisor's Designated Sienna Web Page. HROC is not an emergency service and does not guarantee a response or resolution time. The Client must attend booked calls, take timely action on urgent issues, preserve evidence and meet its own legal and contractual deadlines. Sienna may reasonably update administrative procedures without materially reducing the HROC benefits.

4.3 **Service Records.** Sienna may retain inquiries, material background information, advice, communications, work records and Hands-On HR Services assignment usage for service continuity, administration and lawful dispute resolution. Its contemporaneous records determine assignment availability and usage, subject to correction of demonstrable errors.

Sienna will store confidential Client information, employee information and service records using reasonable administrative, technical and physical safeguards. Access will be limited to authorized personnel and service providers who require the information to deliver or administer HROC. Information will be retained and securely disposed of in accordance with applicable privacy laws and Sienna's record retention practices.

5. FREE HR TEMPLATES & INTELLECTUAL PROPERTY

5.1 **Ownership and Licence.** The Free HR Templates and underlying ConnectsUs materials, clauses, structures and methods remain the property of ConnectsUs Intranet Inc. or its licensors. The Client receives a limited, non-exclusive, non-transferable licence to download, adapt and use designated templates for its own internal employment operations.

5.2 **Permitted and Prohibited Distribution.** The Client may provide completed or adapted documents to employees or candidates and share them with professional advisers for its own business. It must not distribute blank source templates or libraries for others' independent use; resell, sublicense, publicly publish, scrape or mass-download resources; use them to deliver third-party HR consulting; or create competing template products.

5.3 **Verification.** Subject to applicable privacy and consent requirements, Sienna may use disclosed analytics, download logs, file identifiers and reasonable technical measures to investigate suspected misuse and pursue available remedies.

5.4 **Suitability.** Templates are provided at the Client's risk and require adaptation to its business, workforce and jurisdiction. Independent employment-law review before implementation is strongly recommended. Sienna does not warrant that every template is complete, current, compliant or enforceable in every situation.

5.5 **Use After Access Ends.** Properly downloaded and customized templates may continue to be used for the Client's own internal operations within the legal entity identified upon user registration after HROC access ends. No further downloads or updates are available.

6. ADVISOR SPONSORSHIP & END OF ACCESS

6.1 **Sponsorship.** The Advisor decides which Clients and Registered Users receive HROC sponsorship and may grant, end or restore that sponsorship. The Advisor is responsible for notifying the Client or each affected Registered User of any sponsorship change and its effective date. Sponsored HROC access is available only while the Advisor sponsors the Registered User and the Client remains eligible. Sienna is not required to explain or justify the Advisor's sponsorship decisions.

6.2 **Loss of Eligibility or Advisor Relationship.** If the Client no longer receives qualifying services from the Advisor, sponsored HROC access ends for all of the Client's Registered Users. Sienna may also end access if the Client no longer meets HROC eligibility requirements, unless Sienna approves continued participation.

If sponsorship ends for only 1 Registered User, other Registered Users may continue accessing HROC while they remain sponsored and eligible. When access ends, Sienna stops providing HROC services to the affected Registered Users, including work already underway, except as provided in Section 6.3.

6.3 **Scheduled Withdrawal While the Advisor Relationship Continues.** If the Advisor ends sponsorship for 1 or more Registered Users while continuing to provide services to the Client, each affected Registered User retains HROC access until the effective end date communicated by the Advisor, provided the Advisor's program remains active and the Client remains eligible.

After that date, Sienna will not accept new HROC requests or begin new assignments for the affected Registered Users. Sienna may, at its discretion, complete Hands-On HR Services accepted and started before the effective end date, within the agreed scope and included 2-hour limit, provided the Advisor's program remains active.

6.4 **Direct Retail HROC.** If sponsored access ends, the Client may enter into a separate paid retail HROC agreement directly with Sienna. Retail enrolment and payment are not automatic.

7. CONFIDENTIALITY & PRIVACY

7.1 **Confidential Business Information.** Each party will use reasonable safeguards to protect the other's non-public information and use it only for HROC or another authorized purpose. Disclosure is permitted when required by law or to personnel or providers with legitimate duties and appropriate confidentiality obligations.

7.2 **Authorization to Disclose Sensitive Information.** The Client must be authorized to provide employee, applicant, workforce or other sensitive business information and disclose only what is reasonably necessary using appropriate channels.

7.3 **Limited Advisor Reporting.** Sienna may share registration, enrolment status, eligibility, the number of HR On Call inquiries and limited administrative information about Hands-On HR Services assignment usage with the Advisor as reasonably required to manage sponsorship and permitted by law. It will not disclose the substance of the Client's HR questions, advice, employee matters, documents or correspondence merely because the Advisor sponsors the benefit.

8. LIABILITY & INDEMNITY

8.1 **Standard of Care and Responsibility.** Sienna will provide HROC with reasonable care and skill but cannot guarantee employment, legal, regulatory or commercial outcomes. To the maximum extent permitted by law, Sienna is not responsible for claims resulting from the Client's employment decisions, inaccurate or omitted facts, disregard of warnings or decision not to seek recommended legal advice, except to the extent caused by Sienna's actionable negligence or contractual breach. Sienna is not responsible for errors, omissions, losses or other consequences resulting from changes made by the Client or anyone acting on its behalf to templates, documents, advice, recommendations or other materials provided by Sienna through HR On Call advisory or Hands-On HR Services, except to the extent caused by Sienna's own actionable negligence or breach of this Agreement.

8.2 **Limits on Liability.** To the maximum extent permitted by law, Sienna is not liable for indirect, consequential, special, punitive or exemplary losses, or loss of profits, opportunity or goodwill. Its aggregate liability arising under this Agreement, whether in contract, negligence or otherwise, is limited to CAD $500. Neither limitation applies to liability that cannot lawfully be excluded or limited.

8.3 **Client Indemnity.** The Client will defend, indemnify and hold harmless ConnectsUs Intranet Inc., its directors, employees and representatives against third-party claims and reasonable related costs arising from the Client's employment practices or decisions, materially inaccurate disclosures, unauthorized template distribution, unlawful conduct or breach of this Agreement, except to the extent caused by Sienna's negligence, wilful misconduct or breach.

9. SUSPENSION & TERMINATION FOR BREACH

9.1 **Breach and Protective Measures.** Either party may terminate for a material breach not cured within 10 business days after written notice. Sienna may suspend or terminate immediately for substantiated fraudulent registration, unauthorized Code or template sharing, ineligible third-party use, threats, harassment, unlawful instructions or serious misuse, or suspend work where continued service would be professionally improper.

9.2 **Effect of Termination.** Termination for breach ends HROC access and unused benefits, without an obligation to resolve outstanding matters or provide transition services. Confidentiality, intellectual-property restrictions, accrued obligations, liability, indemnity and other provisions intended to survive remain in effect after HROC access ends for any reason.

10. GENERAL TERMS

10.1 **Independent Contractor.** Sienna is an independent contractor, not the Client's employee, agent or legal representative, and cannot bind the Client or make employment decisions on its behalf.

10.2 **Non-Solicitation of Sienna Consultants and Staff.** While the Client has HROC access and for 12 months afterward, the Client will not knowingly solicit a Sienna consultant or staff member introduced through HROC for direct employment, or engage that individual to provide HR consulting or advisory services outside Sienna, without Sienna's prior written consent. General recruitment not directed at those individuals and demonstrably pre-existing relationships are excluded. This restriction applies only to the extent permitted by law.

10.3 **Notices.** Formal notices must be in writing to contact@siennahr.com for Sienna and to the Client's designated business contact email address in Sienna's records for the Client. Email is deemed received when sent unless the sender receives a delivery-failure notice, subject to mandatory law.

10.4 **Governing Law and Disputes.** British Columbia and applicable Canadian federal laws govern this Agreement. The parties will first seek good-faith resolution of disputes. British Columbia courts have non-exclusive jurisdiction, subject to mandatory law. Sienna may seek injunctive relief for misuse of its intellectual property.

10.5 **Entire Agreement and Changes.** This Agreement and the accepted Client registration constitute the entire HROC agreement. If advertising, FAQs, website content, promotional materials, emails or other communications conflict with this Agreement, this Agreement controls. Material changes require written or electronic acceptance. The Client may not assign its rights without Sienna's consent. Invalid provisions are severable; non-enforcement is not a waiver; and neither party is responsible for events beyond reasonable control, except accrued obligations.