

## CONSULTING AGREEMENT

**Effective Date:**  
**17 October, 2023**

**Parties:** Canadian Association of Financial Institutions  
in Insurance ("CAFII") and Wendy Bairos

This Agreement sets out the terms under which CAFII is acquiring consulting and public relations services from its supplier, Wendy Bairos. The parties agree as follows:

### **1- SERVICES**

Wendy Bairos agrees to perform the following services (the "Services"):

- Provide Media Advice to the Executive Director of CAFII;
- Be the contact with media for CAFII and filter media requests of the Executive Director;
- Produce regular blogs for the CAFII website;
- Provide content to the CAFII vendor responsible for enhancing the CAFII website, including storyboards for videos produced on the site, and the creation of FAQs and vignettes;
- Producing media releases;
- Providing advice on CAFII research to help it be of greater interest to media;
- Weekly updates to the CAFII LinkedIn site;
- Participate in the meetings of the Media Advocacy Committee;
- Provide communications support to CAFII staff;
- Occasional updates on media strategy to the EOC and the CAFII Board;
- Other duties, as agreed.

### **2 - OWNERSHIP**

(1) All intellectual property created by and for CAFII will belong to CAFII. All

confidential information shared by CAFII with Wendy Bairos will remain the confidential property of CAFII.

### **3 - TERM**

(1) The term of this Agreement shall be from October 17, 2023 and ongoing.

(2) CAFII or Wendy Bairos may terminate this agreement with or without cause at its sole and absolute discretion at any time on the following notice: thirty (30) days.

#### 4 - CHARGES

- (1) All amounts are in: Canadian dollars.
- (2) Services fee: The retainer fee for the services is \$225.00 per hour with a standard allotment of 10 hours per month, plus HST, plus any applicable expenses.

The fee will be invoiced monthly, and each month 10 hours will be charged. A "bankable hours" approach will be utilized, where Wendy Bairos will track her hours worked. If fewer than 10 hours are incurred in a given month, the unused hours will be available for utilization in future months. If more than 10 hours are incurred in a given month, the additional hours will either be booked against previously banked hours which were not used in a previous months, or borrowed from future months.

At the end of each calendar year, any unused hours will be closed off and not carried forward into the next calendar year; any hours which have been worked above the contractual terms over the course of the just-concluded calendar year will be paid out at the regular retainer fee of \$225/hour; and the next calendar year will begin with 0 banked hours.

- (3) No travel expenses are to be incurred by the Supplier on CAFII's behalf and travel expenses will not be reimbursed by CAFII, unless pre-approved in writing by CAFII.

#### 5 - SPECIAL TERMS

The following special terms apply:

5.1 No Agency or Employment. Wendy Bairos is not in any sense an agent or employee of CAFII, and any person hired by Wendy Bairos under this Agreement is for all purposes the agent or employee of Wendy Bairos and not the agent or employee of CAFII. Supplier's employees are not entitled to any benefits (including but not limited to paid vacation and membership in insurance, pension, and other group plans) or forms of compensation that CAFII grants to its employees. CAFII is not responsible for withholding and paying for Supplier any taxes, unemployment insurance, or other amount to be deducted by statute from payments made to employees.

5.2 Preservation of Parties' Rights. Except as expressly stated in this Agreement, neither party transfers to the other any intellectual property or other property under the Agreement. Either party is free to use in its business any skills, experience, ideas, concepts, know-how, or techniques that it acquires in performing or receiving the Services, so long as in doing so that party does not infringe the other's ownership rights or breach its obligations for Confidential Information under the Transaction Agreement.

5.3 Non-Disclosure Agreement. Wendy Bairos agrees to maintain all information about CAFII and its members in strict confidence and not to disclose any such information to third parties.

## 6 – SUBMISSION OF INVOICES

The Supplier will send monthly invoices via electronic means to the attention of the following person:  
Keith Martin.

**Wendy Bairos**  
Toronto, Ontario

BY:



NAME: Wendy Bairos

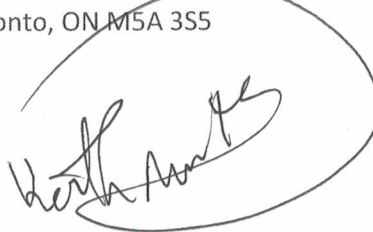
TITLE:

DATE:

**CAFII**

411 Richmond St E Suite 200,  
Toronto, ON M5A 3S5

BY:



NAME: Keith Martin

TITLE: Co-Executive Director

DATE:

20 OCT /23