

# Independence Changes Everything

*Business Principles*

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Date: 18 May 2026

## *1. Introduction and Scope*

Lockton Companies (Singapore) Pte Ltd is an insurance intermediary and our Registered Office is 50 Raffles Place #37-01/06, Singapore 048623. Our ACRA business registration number is 197601237N.

We are registered to carry on Direct General, Direct Life, General Reinsurance and Life Reinsurance Broking Business and are regulated by the Monetary Authority of Singapore ("MAS").

In order to avoid repetition of words used in this document, "the insurance" means each contract of insurance which we arrange or bring about on your behalf, "insurance" includes reinsurance, contract of surety or guarantee and other risk transfer products, "(Re)Insurer(s)" include any insurer, reinsurer or other category of risk bearer and "claim" includes an incident which may give rise to a claim, as appropriate to the insurance.

All documentation, correspondence and communication we provide to you will be in English unless we separately reach agreement with you to use of another language.

Our intention in issuing these Business Principles is to establish clearly and concisely with you the basis on and extent to which we will provide you with services in relation to each insurance policy which we arrange on your behalf, unless there is a more specific agreement between us. We also highlight certain important insurance practices and procedures that apply when arranging insurance, and provide you with more general information on our services.

We would urge you to read this document carefully, and use the information to decide if our services are right for you, particularly the sections entitled:

3. Placing Services which sets out the basis upon which we will act as your broker in relation to each insurance policy which we arrange on your behalf;
10. Remuneration and Other Earnings which sets out details of our earnings;
11. The Receiving and Holding of Client Money which sets out how we hold client money; Remuneration and Other Income which sets out details of our earnings; and
12. Limitation of Liability which sets out how we limit our liability.

If you do not wish our relationship to be governed in such a manner, please advise us in writing before we proceed to arrange your insurance.

## *2. Management and Service Standards*

### **QUALITY AND STANDARD OF SERVICE**

In providing you with the services described in this document, we will advise you in accordance with your instructions in a professional and expeditious manner.

### **MANAGING YOUR REQUIREMENTS**

We will assign one or more Associates to take responsibility for the provision of the services which are described in this document. Such person(s) will be your primary point(s) of contact in relation to each insurance policy that we arrange or administer on your behalf and we will ensure in so far as reasonably possible, continuity of and accountability for the services which we provide. The assigned Associate(s) will be supported by other employees to assist in the provision of the services and to provide service cover when required. Our aim is to deliver insurance solutions that satisfy your requirements effectively and efficiently.

### *3. Placing Services*

#### **ESTABLISHING YOUR DEMANDS AND NEEDS**

In good time before negotiations with the (Re)Insurer(s) commence, we wish to establish a proper understanding of your insurance requirements. We will assist where necessary in the gathering and collation of material risk information and in its preparation for submission to the (Re)Insurer(s) who we consider to be appropriate. In that regard, we would draw your attention to the sections of this document titled 4. Duty of Disclosure and 5. Selection and Solvency of (Re)Insurer(s).

#### **QUOTING AND PLACING**

We will seek from (Re)Insurer(s) on your behalf, competitive indications for insurance and coverage which are, in our opinion, suitable in terms of both price and coverage offered and we will advise you of the terms indicated by the (Re)Insurer(s) in such a manner as to enable you to make an informed decision on which insurance, if any, to purchase.

We will take diligent and timely steps to implement your instructions and, subject to available insurance market, place all the required insurance before its intended date of inception, renewal or extension, confirming to you prior to such date the coverage that is in place. If we are unable to fulfil your instructions, we will bring this promptly to your attention.

#### **SCHEME ARRANGEMENTS**

In relation to certain classes of business, we have the benefit of and operate "schemes". These are arrangements whereby insurances, meeting certain pre-agreed criteria, can be bound by one or more (Re)Insurers usually on behalf of a wider range of (Re)Insurers, which mechanism offers speed and efficiencies across a portfolio of business. We generally administer these schemes on behalf of all participating (Re)Insurers. We believe these arrangements help us to secure for clients, access to an expert panel of (Re)Insurers and cost efficiencies across a portfolio of our client's business. We review the terms and conditions of these arrangements regularly to ensure that the terms and conditions offered by participating (Re)Insurers are competitive. Where we place the insurance for you under a scheme or similar arrangement, we will disclose this fact to you at the quotation stage.

#### **DOCUMENTATION**

We will advise you by facsimile, letter, e-mail or other agreed means of communication, of the completion of the insurance arrangement(s). We will then arrange for appropriate documentation to be forwarded to you, which will provide you with formal confirmation or evidence of the insurance and the amount of premiums payable in respect thereof. We advise you to check this documentation when you receive it:

- An Evidence of Cover (which may be in one of the following four forms: a full copy of the slip, a cover notes, a policy or a certificate) will provide details of the full terms of the insurance and identifies the (Re)Insurer(s) with whom your insurance has been placed. You should check the Evidence of Cover and satisfy yourself that it is entirely in accordance with your understanding and instructions. Any variance should be advised to us immediately and any correspondence should quote the evidence of cover reference.
- A Premium Debit Note/Invoice will indicate the gross premium charged by the (Re)Insurer(s) for the insurance plus applicable taxes, any deductions allowed for you and the net amount of premium payable to us. Where an (Re)Insurer requires premiums to be paid directly to them, this will normally be indicated on the premium debit note or invoice.
- A Policy/Certificate will set out comprehensively the terms of the insurance and replaces any earlier evidence of cover. We will seek to obtain and issue to you as soon as reasonably practicable any

insurance policy or certificate documents which may be required in relation to the insurance, or in certain circumstances advise you that a policy is available upon request.

### **PREMIUM CALCULATION**

For certain types of insurance cover such as term life, health, personal accident, work injury, property and stocks, renewal data is required for the calculation of premium. If you are not able to provide the renewal data at that time, we will calculate the provisional renewal premium using the data from the expiring/expired policies. We will issue an invoice to you to pay by the premium due date. Subsequently, upon receipt of the renewal data from you (which you must provide to us no later than 14 days from the renewal date), we will calculate the actual renewal premium and collect from/return to you the premium difference accordingly. Any additional premium due from you must be paid by the premium due date.

This arrangement of using expiring/expired policy data for premium calculation purposes does not obviate your other obligations as an Insured, such as but not limited to, ensuring the adequacy of the sums insured under your Policy, and disclosing all material information.

### **MID-TERM CHANGES TO YOUR POLICY**

If you need to make any changes to your insurance cover during the period of your policy, please contact us immediately so that we can advise your (Re)Insurers(s) and obtain their agreement. We may also need to seek further information from you. We will inform you of the revised terms following receipt of your instructions and (Re)Insurer's confirmation.

### **RENEWAL OF YOUR INSURANCE**

We will approach you for renewal instruction/information and/or provide you with renewal terms when received from (Re)Insurer(s), approximately 4 weeks before the expiry of your existing policy. We will also advise you if renewal is not being invited and/or if any alternate terms are imposed by the (Re)Insurer(s).

### **TAXES, DUTIES & OTHER CHARGES**

Any insurance premium tax, duty or other charge which is payable in addition to the premium (for which the policyholder is responsible) and which need to be remitted to the appropriate authority(ies) by the (Re)Insurer(s) will be indicated on the premium debit note or invoice.

## *4. Duty of Disclosure*

### **YOU MUST BE AWARE OF THE DUTY OF DISCLOSURE IN RELATION TO YOUR INSURANCE AND THE SEVERE CONSEQUENCES OF ITS BREACH.**

The duty of disclosure under Singapore law requires you to provide (Re)Insurer(s) all material information relating to the insurance under consideration and all material information you provide should be both complete and accurate. "Material" in this context refers to all information, which a prudent (Re)Insurer(s) (not necessarily the (Re)Insurer in question) would wish to take into account when considering whether or not to accept the risk and, if so, upon what terms and at what price. Material information does not necessarily have to actually increase the risk of the insurance under consideration.

The duty of disclosure continues up until the insurance has been concluded and "resurrects" in the event of any amendment to the insurance during the policy period or any extension or renewal. It may also be that the terms of the policy include specific ongoing disclosure conditions or warranties which effectively extend the duty of disclosure post inception of the policy.

In completing a proposal or claim form or any other material documents relating to an insurance policy and in providing information to (Re)Insurer(s), the accuracy and completeness of all answers, statements and/or

information is your responsibility and it is of paramount importance that all relevant information is provided and that it is accurate.

In the event that there is a breach of the duty of disclosure, the (Re)Insurer has the right to void the insurance from its commencement. Under such circumstances, the (Re)Insurer would be entitled to seek recovery of any claims already paid by them under the insurance. At the same time the (Re)Insurer would generally be obliged to return paid premium (in the absence of dishonest conduct).

The duty of disclosure and the consequences of its breach may vary to a limited degree from the foregoing, dependent upon the law(s) of which country is applicable to your insurance.

If you are in any doubt as to the ambit of the duty of disclosure or whether a piece of information ought to be disclosed, please do not hesitate to contact us.

## *5. Selection and Solvency of (Re)Insurers*

Our selection of (Re)Insurer(s) is generally based on our knowledge and experience of the relevant market sector, its products, our preference to deal with a limited number of (Re)Insurer(s) in each market sector with whom we can develop trading relationships to the advantage of our clients, and the financial standing of the (Re)Insurer(s).

We use Singapore, non- Singapore and Lloyd's (Re)Insurer(s) to obtain the best cover terms available for you. You should note that a different legal and regulatory regime may apply to non-Singapore (Re)Insurer(s) and as such your ability to enforce your legal rights or seek compensation may vary. We will provide you with details of (Re)Insurer(s) we use to place your insurance.

We use all reasonable endeavours to monitor using publicly available information, the financial standing of (Re)Insurer(s) and to use only (Re)Insurer(s) who have a satisfactory financial status. The financial standing or responsibility of any (Re)Insurer(s) can, of course, change after the insurance has incepted. We accept no responsibility for the financial performance of any (Re)Insurer(s) and will not be responsible in any circumstances in the event that they are unable, for whatever reason, to meet their obligations to you.

The final decision on the suitability of a (Re)Insurer will rest with you. If you have any concerns about the (Re)Insurer(s) we are using to provide cover, please contact your usual point of contact immediately.

## *6. Confidentiality and Security of Information*

### **FOR INFORMATION OTHER THAN INDIVIDUAL PERSONAL INFORMATION**

The information that you provide to us will not be used or intentionally disclosed outside the Lockton Group by us except in the normal course of negotiating, maintaining or renewing the insurance, or for handling any claims, unless:

- a) we have obtained the necessary consent from you;
- b) we are required to disclose the information by a court of competent jurisdiction or governmental or regulatory body having the requisite authority over us; or
- c) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

## **FOR INDIVIDUAL PERSONAL INFORMATION**

We shall be entitled to assume that you are disclosing personal information to us is doing so in compliance with all relevant data protection laws, including the Personal Data Protection Act 2012.

You will comply with our respective obligations (detail in our Data Privacy Policy) arising from all applicable data protection laws (including the Personal Data Protection Act 2012) in effect from time to time.

Such obligation includes without limitation, to obtain all necessary consents required for the collection, use, disclosure and transfer of personal data to us by you or any third party, and to comply with all obligations relating to the collection, use, disclosure and transfer of personal data, both within and outside of Singapore when required, by the recipient of personal data.

For a copy of our Privacy Policy Statement, please visit the Lockton Singapore's website: <https://global.lockton.com/apac/en/privacy-notice>

## *7. Claims Services*

### **CLAIM NOTIFICATION AND ASSESSMENT**

Claims should be notified to us or to (Re)Insurer(s) or named other party if the policy provides for direct notification to them promptly and without delay. If you have a third party claim, we would advise you not to compromise that claim or admit liability until you have (Re)Insurers' approval to do so. You should familiarize yourself with the notification conditions in your insurance policy and observe all conditions relating to the reporting and handling of claims and circumstances – failure to do so may well lead to your claim not being paid. Upon our receipt of a claim notification from you, we will undertake an assessment of that claim. If we consider that notice of that claim is not required or if the notification appears deficient in any way, we will promptly explain to you the position and seek your further instructions.

We will notify the participating (Re)Insurer(s) of the claim in a timely fashion and, where applicable, confirm to you in writing when such notification has been made. We will then promptly communicate to you any information, comments or advices, received from the (Re)Insurer(s), in relation to the claim notice(s).

### **CLAIM NEGOTIATION AND SETTLEMENT**

We will diligently pursue settlement and, where agreed with the (Re)Insurer(s), the collection of any claim under the insurance and seek to secure the fullest recovery possible within the terms, conditions and limitations of the insurance. We will not compromise the amount of any claims settlement without your prior approval. Where applicable, we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the (Re)Insurer(s).

## *8. Maintenance of Records*

During the period of our appointment, we will make, maintain and keep a record of all material particulars relating to our arrangement and/or administration of the insurance, including the notification, processing and resolution of any claims under the insurance for which we provide claims related services. Such records may be kept in paper based, electronic or any other medium we consider appropriate provided that they are either in a legible form or capable of being reproduced in a legible form.

We will reproduce and forward to you (or to any party you request), copies of the documents and records to which you as our client are legally entitled, but we reserve the right to charge you for the reasonable costs of reproduction and forwarding and to retain copies for our internal requirements.

## *9. Conflicts of Interests*

In performing our services, situations may arise where we have conflicting interests and we wish to highlight our normal procedures in relation to these.

Where we act as broker for two or more clients involved in the same or a related loss situation, we will advise the client involved of our conflicting interests (if any) and take immediate steps to segregate the claim servicing functions provided to each of the involved clients. These steps will normally include the assignment of different Associates within our Claims Teams to represent the claim interests of each involved client and the establishment of direct communication procedures.

Should a situation arise where our own interest conflicts with any duty we owe to you, we will not proceed until such time as you have been fully apprised of the position. Your instruction or confirmation of an order to arrange the insurance on your behalf will be taken as your informed consent to proceed in the manner proposed.

## *10. Remuneration and Other Earnings*

As your chosen insurance intermediary, we earn income in a number of ways.

We will charge you a fee or commission for our services. Whenever we charge a fee, that amount will be agreed with you in advance and will be disclosed to you separately to the insurance premium. The general nature of the services provided for such fee or commission are set out in these Business Principles.

Instead of a fee, we can earn a commission payment from the (Re)Insurer(s) with whom the insurance is placed and our commission is taken from your premium payment upon receipt and usually calculated as a percentage of the insurance premium. This percentage will have been contractually agreed between us and the (Re)Insurer(s). We earn different percentages for different classes of business and from different (Re)Insurer(s).

We reserve the right to negotiate with you appropriate additional fee charges to cover administration, documentation, visits or other costs. This may include higher costs of claims handling for exceptional or significant claims activity or major losses.

Commissions and fees for bringing about or arranging insurance are considered fully earned when the insurance incepts, irrespective of when the premium for the insurance is payable to the (Re)Insurer(s) and are not refundable in the event of cancellation or early termination of insurance(s).

You should be aware that we may on occasion advise you of the need to use other insurance brokers to assist us in arranging and placing your insurance. These insurance brokers may earn and retain commission in addition to the fee we have agreed with you. Should this involve use of other divisions or companies within Lockton, we will advise you if we earn additional commission to the agreed fee.

In addition to the above, you should be aware that as a result of bringing about or arranging the insurance, we may receive additional income from the following sources:

Management of cash balances in accordance with section entitled 11. The Receiving and Holding Of Client Money.

Arrangements with (Re)Insurer(s) whether or not identifiable to any specific client or account to provide payment for administration and support or other services we provide to (Re)Insurer(s) that may include:

Work Transfer (“WTC”) charges to certain (Re)Insurer(s) as a percentage of the premium payable to them pursuant to a services agreement between ourselves and such (Re)Insurer(s), whereby we agree to act as (Re)Insurer(s)’ broker and provide them with specific services that (Re)Insurer(s) would usually be expected to perform.

Profit Commissions or profit share paid by (Re)Insurer(s) based on the profitability of portfolio(s) of business we placed with them. Such income is not attributable to or quantifiable to any one particular client.

We may be requested to arrange facultative or treaty reinsurances for the (Re)Insurer(s) with whom we effect insurance. These reinsurances are separate and distinct contracts where we act as broker of the (Re)Insurer(s) concerned, and for which remuneration may be paid separately by the (Re)Insurer(s) or their reinsurer(s) and are outside the scope of our agreement with you.

The additional income described above may give rise to a conflict of interest between you, us and/or the (Re)Insurer(s) concerned. We will take care to ensure that such conflicts are properly managed so we continue to act in your best interests.

You are entitled at any time to request information regarding any income which we earn as a result of placing your insurance business.

## *11. The Receiving and Holding of Client Money*

Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf, or which we treat as client money in accordance with the Insurance Act/Financial Advisers Act.

### a) Insurance Broking Premium Account

We will provide protection for your money by holding all client money in a separate bank account known as Insurance Broking Premium Account. This is completely segregated from our own money and there are strict regulatory controls on how we manage these Accounts.

We are not entitled to use client money to take payment of fees or commission before we receive the relevant premium from a client.

### b) Effect of Payment to/from Us

Under the regulations, payment by you of premium to us will be deemed payment to (Re)Insurer(s) and payment by (Re)Insurer(s) of claims and return premium through us will not be deemed paid until received by you.

### c) Use of Third Parties

We will inform you if we intend to arrange an insurance contract on your behalf, or transfer your money to (Re)Insurer(s), using another person, such as another broker or an outsource arrangement.

Where this involves another person outside Singapore, a different legal and regulatory regime may apply and money may be treated in a different manner.

**You must notify us if you do not wish your insurance arranged with a particular firm or money passed to a particular firm or person in a particular jurisdiction.**

d) Bank Accounts

We will deposit client money we receive in a Client Account with one or more Singapore approved banks.

e) Segregation of Designated Investments

Although we will pay client money into an Insurance Broking Premium Account, we may also arrange to invest client money in approved investments by MAS. If we do this, we will be responsible for meeting any shortfall in our client money resource which is attributable to any fall in market value of such an investment.

f) Interest/ return on Client Money

Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained by us.

g) Tax

Dependent on the transaction, we may administer the payment of applicable taxes whether due from you or (Re)Insurer(s) and to the appropriate tax authorities. In doing so we can only undertake this role as an Insurance Intermediary, we cannot advise on the validity of any tax payment.

Accordingly, whilst we exercise reasonable care in relation to such payments, we do not accept responsibility for administration without specific instructions from yourselves or (Re)Insurer(s). We therefore request that if you have specific instructions relating to the payment or administration of any applicable taxes, you confirm those instructions in writing.

## *12. Limitation of Liability & Force Majeure*

### **LIMITATION OF LIABILITY**

- a. The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of all losses, claims or liabilities arising under or in connection with this Agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.
- b. Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- c. Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory system.
- d. Subject to clauses (a), (b) and (c) above, our total liability to you, shall in aggregate be limited to S\$10 million and neither party to this Agreement shall be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to this Agreement or the services provided under this Agreement.

### **FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from the events, circumstances or causes beyond its reasonable control, which shall be deemed to include, but not be limited to the following: act of God; civil commotion; failure of third party suppliers; sabotage; labour dispute and industrial action; delay of (Re)Insurer(s); explosion; or fire; and in such circumstances the time for performance shall be extended for a period equivalent to the period during which performance of the obligation has been delayed or failed to have performed, provided that if the period of delay or non-

performance continues for 12 weeks, either party may terminate this Agreement by giving 14 days written notice to the other party.

### *13. Complaints*

We take complaints made against us very seriously and maintain a procedure to ensure that complaints are dealt with promptly and fairly.

If you wish to register a complaint, please notify your usual contact or our CEO, either in writing to our registered address or by telephone to 65 6326 9216.

If we cannot resolve your complaint straight away, we will acknowledge its receipt promptly and further investigate the matter.

If you are not happy with the way your complaint has been handled, you may refer the matter to the Financial Industry Disputes Resolution Centre Ltd (FIDReC). Their website is: <http://www.fidrec.com.sg/>

### *14. Money Laundering, Bribery and Sanctions*

We are obliged to take reasonable steps to safeguard our company and our clients against the risk of financial crime. To achieve this, we may need to ask you to provide us with additional information to help establish proof of identity or legitimacy of any insurance transactions you ask us to undertake on your behalf. We will not agree to make payments to unknown third parties where we have had no direct dealings or knowledge of an involvement on your account.

As an organisation we have in place strict anti-bribery and anti-corruption practices in accordance with applicable laws, regulations and best practice.

Any insurance transaction or payment to or from a country subject to any form of sanction may be prohibited or subject to restrictions.

### *15. Terminating Our Appointment*

Either you or we may terminate our appointment to act as your broker in relation to the insurance by giving at least 30 days' notice in writing.

Termination of our appointment does not affect the rights, obligations or liabilities of either you or us in relation to the insurance, which have accrued prior to the termination date, but following the termination we will owe you no further obligations to provide any services in relation to your insurance. Upon termination of appointment all relevant files and claims files for the run-off will be transferred to the new broker appointed by you according to your instructions. In the event you wish us to handle run-off claims on your behalf and we agree to do so, we reserve the right to charge a reasonable fee for these services.

As our commission or fee for bringing about or arranging the insurance is fully earned when the insurance incepts, any unpaid commission or fee will become immediately due and payable to us upon termination of our appointment.

## *16. Dispute Resolution*

Both of us agree to submit any dispute or difference between us arising out of or in connection with this Agreement or the services provided by us to binding arbitration in accordance with Arbitration conducted at the Singapore International Arbitration Centre (SIAC).

The rules of the SIAC shall apply except with respect to the selection of the Arbitration Panel which shall consist of 1 arbitrator appointed by you, 1 by us and a third arbitrator appointed by the first 2 arbitrators. If either one of us fails to appoint an arbitrator within 30 days after receiving the request, such arbitrator shall be appointed by the Chairman of the SIAC. If the 2 arbitrators fail to agree on the third arbitrator within 30 days following the appointment of the second arbitrator, the third arbitrator shall be appointed by the Chairman of SIAC.

## *17. Foreign Account Tax Compliance Act (“FATCA”)*

FATCA will require documentation of account holders, including existing account holders, and reporting of those which are determined to be specified U.S. persons. As a financial institution, reportable accounts will be provided to the Authority of Singapore under the Intergovernmental Agreement (“IGA”) model.

## *18. Law and Jurisdiction*

Lockton Companies (Singapore) Pte Ltd undertakes its activities as an insurance intermediary in accordance with the laws of Singapore. Any disputes will be governed by and construed in accordance with the laws of Singapore.

## *19. Declaration Relating to Tax and Other Serious Offences*

I/ We (“the client”) declare and confirm that:

- i) I/we are in compliance with the tax laws of the relevant jurisdiction within which we reside, are domiciled or are tax citizens of;
- ii) to the best of my/our knowledge, I/we have not wilfully committed nor have been convicted of any serious tax crimes;
- iii) I/we agree to provide copies of the relevant documents where necessary to Lockton Companies (Singapore) Pte Ltd upon request;
- iv) I/we agree that Lockton Companies (Singapore) Pte Ltd may, where required, disclose any and all information as requested by the authority in relation to tax investigation and
- v) I/we also agree to hold harmless, release and agree to indemnify Lockton Companies (Singapore) Pte Ltd its shareholders, officers, owners, directors, employee successors and assigned from any and all liability arising from Lockton Companies (Singapore)’s reliance on the declarations made by me/us.

Should there be any change in the declaration, I/we undertake to immediately notify Lockton Companies (Singapore) Pte Ltd in writing.

**Please contact us immediately if there is anything in these Business Principles that you do not understand or with which you disagree, or if you have any questions, please contact your usual contact in the first instance who will be pleased to assist you.**

**If we do not hear from you within 30 days of us sending you these Business Principles or if we receive an instruction or confirmation of an order to arrange cover on your behalf, whether or not within the 30 day period, this will in any event be deemed acceptance by you of these Business Principles.**



**LOCKTON<sup>®</sup>**

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UNCOMMONLY INDEPENDENT