
**INDEPENDENT REPRESENTATIVE'S CONTRACT
(Representative working with a General Agent)**

BETWEEN:

HUMANIA ASSURANCE INC.

a life insurance company having its head office at
1555 Girouard Street West, Saint-Hyacinthe, Quebec, J2S 2Z6

(hereinafter called the "**Insurer**")

- AND -

Name of representative (mandatory)
(hereinafter called the "**Representative**")

- AND - [if applicable]

Name of company (if applicable)
(hereinafter called the "**Company**")

- AND - [if applicable]

Name of associate general agent (if applicable)
(hereinafter called the "**Associate General Agent**")

- AND -

Name of general agent (mandatory)
(hereinafter called the "**General Agent**")

WHEREAS the Insurer is an insurance company specializing in the marketing of life and health insurance products and wishes to develop an independent distribution network composed of various General Agents;

AND WHEREAS the General Agent is a firm duly authorized to provide financial services to consumers in the form of personal insurance and has a contractual relationship with the Insurer, allowing it to distribute the Insurer's Products;

AND WHEREAS the General Agent carries out its activities through its agents (hereinafter «**Representatives**»), with whom it has a contractual relationship;

AND WHEREAS the General Agent wishes to obtain the authorization of the Insurer for the aforementioned Representative to solicit applications and service the financial products and services marketed by the Insurer;

AND WHEREAS the Insurer is prepared to grant the requested authorization to the Representative, subject to the terms and conditions set out herein;

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: PURPOSE

- 1.1 The Insurer authorizes the General Agent, through the Representative, to solicit and obtain applications for its products (hereinafter the “**Products**”) and to service the Products resulting from such applications (hereinafter the “**Portfolio**”) on the understanding that the Representative shall act as an agent of the General Agent, who shall nevertheless retain control of and responsibility for the performance of the Representative’s services in accordance with the terms of this agreement (hereinafter the “**Contract**”).

ARTICLE 2: NATURE OF THE CONTRACT

- 2.1 The parties hereto acknowledge and agree that the Representative is an independent contractor, subject to and governed by the provisions of the applicable provincial or territorial insurance laws and regulations in the jurisdiction in which the Representative carries on business (the “**Law**”) and the requirements, including any applicable code of ethics or code of conduct, of the applicable provincial or territorial insurance regulatory authorities in such jurisdiction (the “**Regulatory Authority**”).
- 2.2 This Contract does not contain anything that has the effect of creating an employment relationship between the Insurer and the Representative, and nothing in this Contract shall be construed so as to imply or create an employer/employee relationship between the Insurer and the Representative. The Representative shall not at any time or under any circumstances whatsoever hold him or herself out as an employee of the Insurer

ARTICLE 3: QUALIFICATION AND LICENSING

- 3.1 The Representative shall, at all times during the term of the Contract, and for as long as the Representative is servicing the Portfolio, hold a life insurance or accident and sickness agent licence, duly issued by the appropriate Regulatory Authority to solicit proposals for the Products and to provide customer service in accordance with the terms of the Contract.
- 3.2 The Representative shall at all times hold and maintain in full force and effect the mandatory errors and omissions liability insurance required of a licensed life and/or accident and sickness agent under applicable provincial or territorial insurance laws and regulations in the jurisdiction(s) in which the Representative carries on business. Upon renewal of the Representative’s licence and/or liability insurance and at any other time upon request by the Insurer, the Representative shall promptly send evidence of such renewal to the Insurer.
- 3.3 If the Representative fails, at any time, upon request, to establish to the reasonable satisfaction of the Insurer that the Representative is duly licensed with the Regulatory Authority and has maintained in force the required liability insurance, or if the Representative fails to provide customer service to the satisfaction of the Insurer, acting reasonably, the Insurer may, by delivery to the parties of not less than ten (10) days’ prior written notice of termination, inform them that it is terminating the authorization granted to the Representative herein effective as of the termination date specified in the notice (the “**Termination Date**”). Effective as of the Termination Date and without any further action on the part of the Insurer, all of the rights and obligations of the Representative hereunder shall be deemed to have been transferred to the General Agent; the General Agent shall immediately assume complete responsibility for the Portfolio, and unpaid commissions and other amounts that would have been payable to the Representative prior to the Termination Date shall thereafter be payable to the General Agent.

ARTICLE 4: REPRESENTATIVE'S DUTIES AND OBLIGATIONS

- 4.1 The Representative shall, at all times, whether before, during or after the sale of a Product:
- a) diligently service the Portfolio and at all times provide to clients of the Representative who hold Products a level of customer service acceptable to the Insurer;
 - b) exercise the care, skill and diligence that can reasonably be expected of a life and health insurance agent;
 - c) take such actions as may reasonably be expected of a life and health insurance agent to protect the parties against unintended or unexpected loss or liability arising out of the sale or service by the Representative of the Products;
 - d) make all reasonable efforts as may be appropriate to the interest of the client to maintain in force any Products sold under this Contract;
- 4.2 The Representative shall take the necessary steps to ensure fair treatment of the consumer at all times in accordance with industry expectations, including but not limited to the following:
- a) ensuring that clients receive the necessary information to make an informed decision, including explanations of key elements that may influence client decision-making;
 - b) ensuring that the Products offered are the best suited to client needs;
 - c) ensuring that appropriate controls are in place to identify and correct inappropriate sales and practices as required;
 - d) identifying any issues that need to be resolved and discussing remedial measures and any other client relationship issues;
 - e) providing clients with an appropriate level of service after entering into a contract, including providing relevant information (options to be exercised, change in contract characteristics, renewal, etc.);
 - f) providing the Insurer with relevant information to review, where appropriate, the design of its Products, the definition of the target client groups or the distribution strategies used;
 - g) providing the Insurer with relevant information about complaints received, if any, in order to render a complete picture of the client experience.

ARTICLE 5: PROFESSIONAL CONDUCT

- 5.1 The Representative shall at all times conduct business hereunder in a manner befitting the insurance profession and comply with the requirements of all applicable Law, including without limitation all such requirements relating to the rebating of premiums, policy replacement, illustrations and the protection of personal information.
- 5.2 The Representative shall comply with all requirements of the Regulatory Authority and shall at all times act in accordance with applicable professional codes of ethics or conduct as adopted by the Regulatory Authority or any applicable industry association.
- 5.3 The Representative acknowledges that the Regulatory Authority will, from time to time, issue guidelines, policies, standards and/or similar directives related to governance and compliance (the "**Standards**"), and that it has the duty and obligation to comply with these Standards in carrying out his or her activities.
- 5.4 The Representative agrees to comply with such reasonable rules and other requirements that may be communicated to the Representative.
- 5.5 At all times, whether before during or after the term of this Contract, the Representative undertakes to act in utmost good faith and to duly carry out the obligations and responsibilities of the Representative to the Insurer under this Contract. In this regard, the Representative shall refrain from using any confidential information regarding the Insurer's insured clients (including, without limitation, any listing of such clients and/or any information relevant to such clients) in connection with the replacement of any Insurer Product held by an insured client with an insurance product issued by another insurer.

5.6 The General Agent shall promptly inform the Insurer of any conduct, behaviour, action, failure and/or fault on the part of the Representative that is inconsistent with the provisions of this Article.

ARTICLE 6: TRANSFER REQUEST BY AN INSURED

- 6.1 If the Insured receives from a person insured through the Representative a request that the person's file be transferred to another representative, the Insurer will send a copy of this request to both the Representative and the General Agent and they will then have twenty (20) calendar days to obtain from such insured person a written revocation cancelling the transfer request. To be effective, this revocation must be dated and signed by the insured involved. A copy of the revocation shall then be provided to the Insurer.
- 6.2 Otherwise, at the expiration of the above-mentioned time period, the insured person's file shall be transferred to the new representative, who will then provide customer service to the insured person. However, unless an agreement to the contrary is entered into by the original Representative and the new representative, and reasonable evidence of that agreement is provided to the Insurer, all commissions (if any) will remain payable to the original Representative.

ARTICLE 7: LIMITATION ON REPRESENTATIVE'S AUTHORITY

- 7.1 The Representative shall have no authority hereunder to bind the Insurer in any way and, without in any manner limiting the foregoing, the Representative shall not:
- a) incur any liability, debt or obligation on behalf of the Insurer;
 - b) bring into force or reinstate, modify or cancel any insurance coverage granted by the Insurer;
 - c) offer special rates or guarantee any policy dividend;
 - d) add riders, endorsements, appendices and other conditions to the Company's insurance contracts;
 - e) waive existing rights and privileges in favour of the Insurer, whether they exist under a contract or otherwise; or
 - f) use, publish, distribute, directly or indirectly, any document, object or software whatsoever bearing the Insurer's name or trademark without prior written and specific authorization from the Insurer.
- 7.2 The Insurer shall have absolute and unfettered discretion with respect to the acceptance of applications for Products submitted by the Representative and the issuance of policies and certificates of insurance. The Representative shall obtain from the applicants and duly forward to the Insurer, without reduction, omission or concealment, all the information required to enable the Insurer to decide, with full knowledge of the facts, whether or not it accepts a proposed risk. In this, and in every other respect under this Contract, the Representative shall deal with the Insurer in utmost good faith.

ARTICLE 8: ACCOUNT COLLECTION AND REMITTANCE

- 8.1 The Representative shall immediately forward to the Insurer any money, cheques or any securities whatsoever the Representative has received or collected on behalf of and for the Insurer. The Representative shall act as a trustee to hold such money, cheques or securities for the exclusive benefit of the Insurer. All funds received and held for any reason by the Representative on behalf of the Insurer shall be the property of the Insurer. In any Province or Territory which requires that the Representative establish a trust account, the Representative shall hold in trust all funds collected for the Insurer and immediately remit such funds to the Insurer without deduction. The Representative shall keep separate records of such trust funds received on behalf of the Insurer. The use of such money, cheques or securities for personal use is strictly prohibited. The Representative is prohibited from making any set-off or deduction for any amounts the Insurer may owe to the Representative. The Representative will also promptly return to the Insurer all undelivered policies and premium receipts.

ARTICLE 9: REPRESENTATIVE'S REMUNERATION

- 9.1 In consideration for the services provided by the Representative hereunder, the Insurer shall pay directly to the Representative commissions in accordance with the fee schedule set out in **SCHEDULE B**.
- 9.2 The fees set out in Schedule B include any applicable taxes, if any, that the General Agent may be required to collect under the legislation and/or regulations applicable to the territory in which it operates, including but not limited to: the Goods and Services Tax (GST), the Quebec Sales Tax (QST), the Harmonized Sales Tax (HST) or any other similar consumption tax. If the relevant legislation imposes or were to impose any consumption tax on the Insurer, the General Agent is or would be responsible for remitting to the appropriate tax authorities the said taxes owing under the legislation to which it is subject.
- 9.3 Commissions shall be payable to the party designated under the section entitled «Commission payments» in **SCHEDULE C**. Commission payments to the party designated under the section "Commission payments" in Schedule C shall be discharged and the insurer shall not be obliged to pay again.
- 9.4 No commission will be paid for Products sold and/or after-sales service performed by the Representative in the following situations:
- a) the present Contract was not in effect;
 - b) the Representative was not duly authorized by the Insurer as provided herein;
 - c) the Representative was not duly authorized by the appropriate Regulatory Authority;
 - d) the Representative did not have sufficient liability insurance.

The Insurer may, at its discretion, suspend the commission payments when the Representative is in default under the terms of the Contract. Commissions will become payable when the Representative takes the necessary corrective measures, provided that the Representative is still the owner of the Portfolio for which the commissions are payable.

- 9.5 The Insurer may, at any time and unilaterally, amend Schedule B by delivery of written notice of such amendment to the Representative. Such amendment will be effective on the date the notice is sent to the representative.
- 9.6 The Representative shall, within ten (10) business days of the Insurer's request, refund the Insurer the following debts, which shall survive termination of the Contract:
- a) any excess amount of compensation that may have been paid to the Representative over that payable under the provisions of this Contract;
 - b) any compensation received by the Representative by way of advances or otherwise in lieu of or in addition to compensation earned under this Contract to the extent such amounts are in excess of compensation so earned at that time;
 - c) all unearned commissions received by the Representative that relate to cancelled, amended or replaced Products;

For the purposes of this provision, the General Agent shall act as the Representative's surety. If the Representative does not refund the amounts to the Insurer within ten (10) business days of the Insurer's request, the General Agent shall, as surety, refund the said amount to the Insurer within five (5) business days, subject to such rights against the Representative.

- 9.7 The Insurer may, at its discretion, offset the commissions payable under the Contract (or any other agreement entered into by the Representative and the Insurer) by any amounts the Representative may owe to the Insurer under the Contract (or any other agreement entered into by the Representative and the Insurer), which commissions shall be guaranteed by a first ranking security interest.

ARTICLE 10: LEGAL PROCEEDINGS

10.1 The Representative shall not initiate any legal proceedings against the Insurer's policyholders or insured persons with respect to any Product or any aspect of the business of the Insurer without the prior written agreement of the Insurer. In the event the Representative initiates legal proceedings without the prior written agreement of the Insurer, the Representative shall indemnify and hold the Insurer harmless in respect of any costs, expenses, liabilities, damages and fees (including legal fees) that may be incurred by the Insurer as a result of the Representative's breach of this Article.

ARTICLE 11: NON-COMPETITION

11.1 Subject to Article 11.5, during the term of the Contract and for a period of two (2) years following the date of termination of the Contract, the Representative shall not, directly or indirectly, alone or through any other person or entity, in any capacity whatsoever, sell or attempt to sell any personal insurance coverage whatsoever (including individual or group life, disability or accident and sickness insurance) for the purpose of replacing, cancelling or voiding a Product issued by the Insurer under this Contract, unless it benefits the client.

11.2 In the event of any breach of the provisions of this Article by the Representative, the insurer may initiate proceedings and apply for and receive interim or injunctive relief against the Representative from a court of competent jurisdiction (whether as a temporary restraining order, preliminary injunction or otherwise) or specific performance at any time. Without limiting the generality of the foregoing, the Representative acknowledges that his or her failure to comply with the terms and conditions of this Article may give rise to irreparable injury to the Insurer that cannot be adequately compensated in damages. Accordingly, the Insurer may, in addition to any other remedy available at Law, enforce the provisions of this Article by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage and, notwithstanding that damages may be readily quantifiable, the Representative agrees not to plead sufficiency of damages as a defence in any such proceeding.

11.3 The Representative also undertakes to pay to the Insurer the sum of \$500 in damages for each insurance Product sold in breach of this Article. The Representative acknowledges that such a breach of this Article will cause irreparable damages which cannot be fully compensated solely by damages. In this respect, the remedies of the Insurer provided for in this Article and any other rights and remedies available to the Insurer at law or in equity shall be cumulative and not alternative.

11.4 If a court of law concludes that the preceding non-competition covenant or any portion thereof is unenforceable for any reason, the parties hereto agree to grant to the court the power to amend the terms to bring them to the level it deems reasonable or enforceable, rather than declaring this undertaking null and void. In this event, the provisions of the amended non-competition covenant will ipso facto be enforceable and binding upon the parties.

11.5 The application of this Article is conditional on the terms set out below:

- a) a Product sold by the Representative or any person acting on behalf of the Representative and for which the Representative has received commissions, overrides or service fees is replaced, cancelled or voided;
- b) replacement, cancellation or voiding of the Product does not benefit client; and
- c) the quantity of replacements, cancellations and voided products demonstrates that it is an intentional operation;

ARTICLE 12: TERM AND TERMINATION

12.1 The Contract has a specified term from the date on which it was signed to the last day of the calendar year in which the Contract is signed.

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- 12.2 The Contract is renewed automatically on the first day of January of each year, unless it has been terminated in accordance with the provisions hereof.
- 12.3 The parties hereto acknowledge and agree that the Insurer may terminate this Contract at any time, with or without cause, such termination to be effective upon delivery of written notice of termination to the other parties.
- 12.4 The Representative, the General Agent and the Associate General Agent may terminate the Contract, with or without cause, with not less than thirty (30) days' prior written notice to the other parties.
- 12.5 If the Representative has not made any new sale for a period of twenty-four (24) months, does not hold a Portfolio in force with the Insurer and does not owe any sum to the Insurer, this Contract will be deemed to have terminated effective as of the last day of the period in question without any further action of a party. Upon such termination, all obligations of the Insurer and the General Agent to the Representative shall be deemed to have been satisfied.

ARTICLE 13: PORTFOLIO OWNERSHIP

- 13.1 Except as may otherwise be expressly provided in **SCHEDULE D** hereunder, the Representative shall be the owner of the Portfolio and shall remain the owner of the Portfolio as long as the Representative is duly licensed as an insurance agent as required hereunder. Effective on the date the Representative ceases to be so licensed, the Representative will have a period of ninety (90) days to sell the Portfolio in accordance with the procedures outlined in Article 14. If the Representative has not completed the sale of the Portfolio on or before the last day of the period, the Representative shall immediately cease to have any further right or interest in the Portfolio and the Portfolio will then become the property of the General Agent. In the event that the Portfolio becomes the property of the General Agent, the Representative shall not be entitled to any compensation from the General Agent in connection with the transfer of the rights in the Portfolio.

ARTICLE 14: SALE OF PORTFOLIO INTERESTS

- 14.1 Providing this Contract is in force and the Representative is not in default under any of its provisions, the Representative may at any time during the term of the Contract sell all or a portion of the Representative's rights and interests in the Portfolio to another appropriately licensed person in accordance with the following provisions of this Article.
- 14.2 In the event of the death of the Representative, and subject to the conditions set out in section 14.1, the Representative's personal representatives may, within a period of one hundred and eighty (180) days following the date of death of the Representative, sell the Representative's rights and interests in the Portfolio to another appropriately licensed person.
- 14.3 The personal representatives of the deceased Representative will lose any right to sell the Portfolio if the interests of the Representative in the Portfolio are not sold within a period of one hundred and eighty (180) days following the date of the Representative's death. At the expiration of such one hundred and eighty (180) day period, and failing a sale in the personal representatives shall be deemed to have waived any rights in or to the Portfolio, and the Portfolio becomes the property of the General Agent.
- 14.3 In the event this Contract is terminated by the Insurer for fraud on the part of the Representative, the Representative will lose his right to sell the rights and interests held by the Representative in the Portfolio, all without any compensation whatsoever, and it will be deemed that all the rights and interests of the Representative in the Portfolio are the exclusive property of the General Agent.
- 14.4 Any purported sale of Portfolio interests by the Representative or the personal representatives of the deceased Representative in breach of this Article 13 shall be void and of no force and effect.

ARTICLE 15: NOTICE

15.1 Any notice, direction or other instrument required or permitted to be given by any party under this Contract shall be in writing and shall be sufficiently given to the other parties if delivered personally, sent by prepaid first-class mail, or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender, to the addresses for such parties set out in Schedule B hereto.

ARTICLE 16: GENERAL PROVISIONS

- 16.1 Protection of Personal Information: In respect of all personal information relating to policyholders and other identifiable individuals, the Representative shall at all times comply with all applicable federal and provincial privacy laws, including, without limitation, the Personal Information Protection and Electronic Documents Act (Canadian federal law), the Act respecting the protection of personal information in the private sector (provincial law) and An Act to modernize legislative provisions as regards the protection of personal information (provincial law).
- 16.2 Amendments: Except for the amendments to Schedule A made by the Insurer in accordance with article 9, no amendment to this Contract shall be valid or enforceable unless evidenced in writing and duly signed by all parties.
- 16.3 Applicable Laws: This Contract shall be governed by and construed in accordance with the laws of the province or territory in which the Representative maintains its head office and the federal laws of Canada applicable therein. Each Party to this Contract irrevocably attorns to and submits to the jurisdiction of the courts of the above-referenced province or territory with respect to any matter arising under or relating to this Contract.
- 16.4 Assignment: The Representative shall not transfer or assign in any manner any rights under this Contract without the prior written consent of the Insurer and the General Agent. Such consent shall not be unreasonably withheld.
- 16.5 Waiver: The failure on the part of any party to exercise or enforce any right conferred upon it under this Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.
- 16.6 Headings: The headings used in this Contract are for convenience only and are not to be considered a part of this Contract and do not in any way limit or amplify the terms and provisions of this Contract.
- 16.7 Evidence: The Insurer's records, books and statements will be accepted by the Representative, the General Agent the Associate General Agent as sufficient and final proof of the state of the business related to the present Contract. If either the Representative or the General Agent wishes to contest a statement received from the Insurer, the party shall inform the Insurer of the reasons for the objection within one hundred and twenty (120) days of the receipt of the statement, failing which the statement shall be deemed to have been accepted as correct by the Representative and the General Agent.
- 16.8 Entire Agreement: This Contract and all attached schedules and other documents constitute the entire agreement between the parties to this Contract pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Contract except as specifically set forth herein.
- 16.9 Heirs, Successors, Assigns: This Contract shall be binding upon the parties, and their respective heirs, executors, administrators and assigns, and the parties agree for themselves and their heirs, executors, administrators and assigns to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Contract.

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- 16.10 Retention of Records: The Representative shall keep complete, accurate and separate written records (including paper, electronic data and software and any other visual or electronic medium by which information is recorded) of all transactions written under this Contract (the "Records") and shall maintain and preserve under its care and control such Records for a period of time in accordance with applicable laws, regulations, and policies of the Insurer, and the same shall be kept separate from all other books of accounts and records relating to other business carried on by the Representative. The Representative shall use its reasonable endeavours to maintain the safety and security of the Records and shall comply with all reasonable requirements of the Company relating to the storage and/or protection of the Records and maintaining emergency backup procedures and facilities to avoid business interruption or damage to or destruction of the Records. The Representative shall make available to the Insurer and its representatives all such documentation, forms and information described above for audit and inspection upon reasonable notice.
- 16.11 Invalidity of a Provision: If any provision of this Contract is held by competent authority to be invalid, illegal or unenforceable, for any reason, the remaining provisions of this Contract and its attachments will continue in full force so long as they express the intent of the parties. If the intent of any party cannot be preserved, this Contract shall be either renegotiated or terminated by the parties.
- 16.12 Survival: The provisions of Sections 2.1, 3.3, 5.5 and 8.1 and of Articles 8, 9, 10, 11, 12, 13, 14, 15 and 16 shall survive and remain in full force and effect following any termination or expiry of this Contract.
- 16.13 Time of the Essence: Time shall be of the essence hereof.
- 16.14 Acknowledgement: The Insurer, the Representative, the General Agent and the Temporary or Associate General Agent each acknowledge that they have read this Contract and understand it, having been given the opportunity to seek legal counsel, and agree to be bound by its terms and conditions.
- 16.15 Counterparts: This Contract may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument.
- 16.16 Joint and Several Liability: If the Representative is a corporation or a partnership, the individuals whose signatures appear below, on behalf of said corporation or partnership, personally commit to honour, jointly and severally with the said corporation or partnership, as the case may be, all the covenants and obligations of the Representative herein as if they were themselves a party to the Contract, without the benefit of division or discussion, and the said signatories immediately become liable to the Insurer in the same manner as the said corporation or partnership.

SCHEDULE A
Personal Information

Mr. Ms. Language of correspondence French English

Family and first names: _____

S.I.N.: _____ - _____ - _____ Date of birth: _____ / _____ / _____ (DD/MM/YY)

Home Address (**mandatory**) : _____
Street Apt.

City Postal Code

Office Address: _____
Street Apt.

City Postal Code

* All correspondence will be sent to the General Agent's address.

Cell number: : () _____ - _____ Office number: () _____ - _____

Number to be used for premium notices (accessible to client): () _____ - _____

Email address (**mandatory**) : _____ @ _____

I agree to have any communications from the Insurer sent to my email address. These communications may include information about its Products (new or updated), for training session proposals, invitations and promotions regarding its Products.

*This consent may be withdrawn at any time for the training session proposals, invitations and promotions only.

Representative's signature

Date

Right of exercise				
Province	License #	Date Renewal (DD/MM/YYYY)	Category of license	Registration (if required)
<input type="checkbox"/> Alberta	_____	_____	_____	_____
<input type="checkbox"/> British Columbia	_____	_____	_____	_____
<input type="checkbox"/> Prince Edward Island	_____	_____	_____	_____
<input type="checkbox"/> Manitoba	_____	_____	_____	_____
<input type="checkbox"/> New-Brunswick	_____	_____	_____	_____
<input type="checkbox"/> Nova Scotia	_____	_____	_____	_____
<input type="checkbox"/> Ontario	_____	_____	_____	_____
<input type="checkbox"/> Quebec	_____	_____	_____	_____
<input type="checkbox"/> Saskatchewan	_____	_____	_____	_____
<input type="checkbox"/> Newfoundland and Labrador	_____	_____	_____	_____

INVESTIGATIONS AND PENALTIES

Are you being, or have you been, investigated by a Regulatory Authority in a sector of the financial services industry?

Yes No

If yes, please specify the penalties and/or fines imposed:

Has a complaint ever been lodged against you with a Regulatory Authority or insurer that was or is based on fraud, theft, deception, misrepresentation, forgery, non-disclosure of information or similar conduct, or based on professional negligence or misconduct (including settlements paid by your professional liability insurance provider)?

Yes No

If yes, please specify:

SCHEDULE B
[Commission Schedule]

This Schedule is available from the General Agent

SCHEDULE C
[Paiement des commissions]

Commissions payable:

- To the Representative (complete the "Direct deposit authorization" section)
 To any other Company for which the broker operates (complete the "Commission Payments" section)

Last Name: _____ Code: _____

- To the Associate General Agent (complete the section "Commission payments")
 To the General Agent (complete the section "Commission payments")

INDICATION OF PAYMENT

*(Strictly confidential)

Name of General Agent: _____ **Code:** _____

Agency (if applicable): _____ **Code:** _____

*Agency: Please provide the name and code associated with the specific division of the General Agent.

DIRECT DEPOSIT AUTHORIZATION

(To be completed if commissions are payable to the representative or his/her company)

I, _____, (Name of Representative) hereby authorize the Insurer to proceed with the direct deposit of my commission payments in my financial institution.

Please attach a void cheque.

Representative's signature

Date

COMMISSION PAYMENTS

(To be completed if commissions are payable to the General Agent, the Associate General Agent or the Company for which the broker carries out his or her activities)

Name of General Agent: _____

I, _____ (name of Representative), authorize the insurer to pay directly, as the case may be, to the General Agent, the Associate General Agent or the Company for which I carry on my business, if applicable, the remuneration due to me in accordance with Schedule A, and I understand that this payment is discharging for the Insurer.

Signature of Representative

Date



SCHEDULE D
[Portfolio ownership]

Who owns the portfolio of insurance policies in force?

Answers (Check only one option):

Representative

Company

Associate General Agent

General Agent

Owner's signature

I _____, born on _____, acknowledge that the nature of the Contract into which I wish to enter with Humania Assurance requires that Humania Assurance investigate my personal history. I acknowledge that these verifications are reasonable in the circumstances and are legitimate conditions for entering into this Contract. It is understood that, as part of this process, Humania Assurance may wish to collect personal information about me from former employers, boards of directors, educational institutions, credit bureaus, professional associations or bodies, police departments, provincial or federal agencies, government departments or any other business or organization that has my personal information. I hereby expressly authorize Humania Assurance to access my personal information concerning, but not limited to, my disciplinary and criminal records, any information of a legal or civil nature, etc., my creditworthiness and any other personal information that Humania Assurance may deem relevant. A photocopy or facsimile of this authorization is as valid as the original.

For the purposes of verifying my judicial record (information of a disciplinary, criminal and civil nature), please find, in the table below, a list of the most recent addresses where I have resided in the last ten (10) years.

Address	Period

For verification of my professional background, I have provided financial services as a representative of the following companies or firms:

Name: _____ Period from: _____ to: _____

Name: _____ Period from: _____ to: _____

Name: _____ Period from: _____ to: _____

Name: _____ Period from: _____ to: _____

This authorization will remain in force until such time as the requestor informs Humania Assurance in writing of its revocation, or at the end of the twelve-month period following the date on which the requestor ceases to receive any commission from Humania Assurance.

Representative's signature

Date