

AGENT/BROKER AGREEMENT

BETWEEN:

SOUND WEALTH MANAGEMENT INC.

(hereinafter called THE COMPANY)

And

XXXXXX

(hereinafter called the AGENT/BROKER)

1. **APPOINTMENT BY COMPANY:** It is hereby agreed that this document between The Company and the Agent/Broker is effective from MONTH<DAY<YEAR
2. **PURPOSE:** As agreed upon this date. The Company retains the Agent/Broker as a licensed producer who solicits, writes, sells and services insurance policies for their own clients through The Company as their Associate General Agency, (hereinafter called the AGA).
3. **APPOINTMENT:** The Company hereby appoints the Agent/Broker as an independent contractor, to solicit applications personally and to submit such applications to The Company for submission to the Life Insurance Companies, through the Managing General Agency, (hereinafter called the MGA). This agreement does not create any employer-employee relationship between the Agent/Broker and The Company.
4. **CONTRACT COORDINATION:** This Agent/Broker Agreement is to operate in conjunction with the Agent Agreement between the Agent/Broker and each of the Life Insurance Companies for which the Agent/Broker is contracted.
5. **TRANSFER FEES:** In the event that the Agent/Broker is transferring a contract from another MGA, The Life Insurance Company processing the transfer request may require payment of a transfer fee to set up a new Agent/Broker code under The Company. In the event that this is required, it is the sole responsibility of the Agent/Broker to pay the fee directly to The Life Insurance Company unless otherwise negotiated with the Company.
6. **EXISTING BLOCK OF BUSINESS:** When an Agent/Broker wants to transfer a contract from one MGA to another MGA, the block of business that was solicited through the previous MGA usually remains with that MGA. It is possible, however, that The Life Insurance Company in question will want the new MGA to purchase the existing block of business from the previous MGA prior to

- processing the transfer request. In the event that this is required, on behalf of the Agent/Broker, The Company will have to negotiate with the MGA the feasibility of this purchase and will provide in writing to the Agent/Broker the outcome of said negotiation. Until such notification is received, the Agent/Broker is not to assume that the new MGA will purchase the block of business or that the transfer will be processed. In the event that the purchase is approved, the Agent/Broker will be expected to pay any fees to The Life Insurance Company required to complete the transfer unless payment from the MGA is negotiated beforehand.
7. LICENCE: The Agent/Broker is responsible to maintain his/her license as a Life Insurance Agent under the applicable provincial law and must hold a valid Errors & Omission Insurance certificate, (hereinafter called E&O). The Agent/Broker is responsible for providing copies of these documents to The Company, initially upon acceptance of this agreement and annually upon renewal thereafter, to ensure that The Company is in compliance with industry requirements. In turn, The Company is responsible to maintain the corporate life license and corporate E&O certificate and provide copies of both to the Managing General Agent, (hereinafter Called the MGA), initially upon acceptance of the agreement and annually upon renewal thereafter.
 8. COMPLIANCE: The Agent/Broker will follow the rules of The Company, comply with The Code of Conduct, (attached to this agreement as Schedule A), and comply with the Privacy Guidelines, (attached to the agreement as Schedule B). The Agent/Broker will also comply with the rules of the Life Insurance Companies and will abide by all applicable provincial and federal statutes and regulations. The Agent/Broker will not make, alter or discharge and contract, accept risks of any kind, revive policies or intentionally incur any debts.
 9. PROMOTIONAL MATERIAL: The Agent/Broker will not, in the name of The Company and/or in the name of the Life Insurance Companies, publish, distribute, circulate or broadcast advertisements or promotional material without prior written authorization from The Company and/or Life Insurance Companies.
 10. AGENT AGREEMENT: The Agent/Broker will be responsible to complete individual contracting with The Life Insurance Companies as an independent contractor operating through The Company. This contracting is required to be completed with each Life Insurance Company prior to placing the first piece of business and will be coordinated by The Company through the MGA.
 11. COMPENSATION: First Year Commission, (hereinafter called FYC), production bonus and any renewal commissions will be paid directly to each Agent/Broker from the Life Insurance Companies when, and if, possible. In the event that this is not possible. The Company will pay the Agent/Broker the total combined FYC, production bones and renewal commission paid to The Company on behalf of the Agent/Broker by the end of the month following the credit of funds from The Life

Insurance Company. In addition to payment of all commission earned, a detailed statement of the amount payable will be provided to the Agent/Broker.

12. **PRODUCTION BONUS:** The production bonus is determined on an individual basis per Agent/Broker as per their individual agreement with The Company. The amount paid is based on annual FYC levels and is reviewed annually to ensure compliance with the corporate schedule, (see attached). The Company reserved the right to amend the amount of the production bonus paid to an Agent/Broker on an annual basis with any change provided in writing to the Agent/Broker within 30 days of the change.
13. **ADVANCED COMMISSIONS:** FYC and production bonuses are annualized, (except where otherwise indicated), and constitute an advance against unearned commissions and production bonuses. This advance of commissions and production bonuses is subject to charge back in accordance with the Lapse and Surrender Guidelines of the Life Insurance Companies.
14. **CHARGEBACKS:** The Agent/Broker agrees to pay back to The Company, in cash, on demand, any commissions and/or bonuses which have been charged back due to lapses, surrenders or cancellations. The Agent/Broker further agrees to authorize any Insurance Company, from which the said Agent/Broker has compensation due and payable, to redirect said compensation to The Company arising from a chargeable lapse from any of the Life Insurance Companies.
15. **VESTING:** This agreement hereby confirms that the Agent/Broker shall be fully vested with regards to renewals. This agreement also confirms that on termination of this agreement, the ownership of the business written by the Agent/Broker through The Company will remain exclusively with the Agent/Broker.
16. **PERSONAL GUARANTEE:** The Agent/Broker personally guarantees repayment of all debts and shall be liable for advanced but unearned commissions and production bonuses and charge backs. This guarantee shall apply to all policies written for the Life Insurance Companies solicited by the Agent/Broker and placed through The Company. The Agent/Broker unconditionally guarantees The Company to pay all unearned commissions and bonuses and commission charge backs upon demand. This guarantee is binding on the heirs and personal representatives of the Agent/Broker. This guarantee shall survive the termination of this agreement or any agreement between the Agent/Broker and The Company.
17. **ASSIGNMENT:** For value received, the Agent/Broker hereby assigns to The Company all amounts of any nature or kind whatsoever owing, accruing, or which may hereafter become owing or accruing to the Agent/Broker from the Life Insurance Companies, (hereinafter referred to as the debts) , to be continuing security to The Company.

18. TERMINATION OF CONTRACT: This agreement will terminate immediately and automatically if:

- a) The Agent/Broker does not renew his/her life insurance license as required by the provincial licensing agent,(FSCO)
- b) FSCO refuses to renew the Agent/Broker life insurance license
- c) The Agent/Broker dose not comply with E&O requirements
- d) There is any implication of fraud, insolvency, bankruptcy or gross and willful misconduct on the part of the Agent/Broker or The Company
- e) Either party provides written notice to the other party requesting termination

DATED AT, (CITY, PROVINCE), THIS, (DATE), DAY OF (MONTH), 09

ADVISOR NAME

WITNESS

SIGNING OFFICER (CORPORATION)

NAME OF CORPORATION

NAME & TITLE OF OFFICER

WITNESS

AUTHORIZED OFFICER
SOUND WEALTH MANAGEMENT INC.