



SENTINEL

LIFE MANAGEMENT CORPORATION

Contracting Checklist

(Requirements in addition to Contracting Package)

Advisor Name: _____

For all Advisors - Independent and Corporate

- SLMC Broker Agreement
- SLMC Anti-Spam Consent
- SLMC Compliance Regime
- Advisor Screening Questionnaire
- A copy of Driver's License
- Licenses (Life and A&S, from all provinces that the agent is licensed in)
- Copy of E&O certificate
- Void Cheque- (**pre-printed cheque that matches name in contract**)
- Override Rate that the Principal of the Corp/AGA has assigned: _____%
- Segregated Fund Rate that the Principal of the Corp/AGA has assigned: _____%
- Under an AGA: No Yes: _____

Additional Documents required for Corporations

- BIN
- Articles of Incorporation
- Documents listing the signing officers and shareholders, including their percentage of shares/shareholders' agreement
- Corporate void cheque if everything is to be paid to the corporate name



SENTINEL
LIFE MANAGEMENT CORPORATION

ADVISOR SUITABILITY SCREENING QUESTIONNAIRE

Instructions to MGAs

The *Advisor Screening Questionnaire* (ASQ) should be used by Managing General Agents (MGA) as part of the screening process an MGA uses to assess the advisor's suitability and decide whether or not to enter into a contract with that advisor. An MGA should also use the ASQ to carry out screening functions delegated to it by an insurer. The Questions in this version of the ASQ are identical to questions used by insurers when they screen advisors.

To facilitate timely decision-making based on the information collected in the ASQ, MGAs who use it should not change either the questions or the Consent and Declaration.

MGAs should conduct their screening in good faith and compliance with all relevant statutory requirements. In addition to insurance regulation, this includes regulation of more general applicability including privacy and human rights legislation. The following recommendations support this outcome.

1. An MGA should not ask the advisor to complete the ASQ until after the MGA has met with the advisor.
2. Following this meeting, the MGA should only ask the advisor to complete the ASQ if it is interested in the advisor and should so advise the advisor.
3. If the MGA is interested in the advisor, any offer of contract should be made conditional upon completion of the ASQ and conditional upon the MGA being satisfied, after investigation that the applicant is suitable to carry on business as an advisor.

The ASQ asks the advisor to provide his or her Social Insurance Number. Providing this information should be optional. It should not be a condition of proceeding with the screening process. As noted in the Consent, the Social Insurance Number is only provided for tax purposes.

If the MGA is interested in the advisor, any offer of contract should be made conditional upon completion of the ASQ and conditional upon the MGA being satisfied, after investigation that the applicant is suitable to carry on business as an advisor.

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Instructions to Advisors

In keeping with regulatory responsibilities and prudent business practices, prior to entering into a contract with a life agent, an insurer and a Managing General Agency (MGA) will screen that advisor to determine his or her suitability to act as an advisor.

This standardized questionnaire was developed by the Canadian Life and Health Insurance Association (CLHIA), in cooperation with the Canadian Association of Independent Life Brokerage Agencies (CAILBA), to help promote greater consistency in screening practices within the industry.

This questionnaire is made up of 23 questions, a Declaration and a Consent and Authorization. Failure to answer all questions, except for Question 1 about your Social Insurance Number (SIN), and complete the Declaration and Consent and Authorization may delay or adversely affect your application. Providing your SIN at this stage is optional and intended to streamline the contracting process.

Generally, the questions can be answered by checking a box or briefly stating the required information in the space provided.

Where additional details must be provided to fully answer a question or explain the answer, these should be provided under Additional Information (#24) following Question 23. Care should be taken to ensure that any detail in Additional Information clearly identifies the question to which it is responding.

In the Declaration, you declare that your answers are true, complete and accurate.

In the Consent and Authorization, you agree to specific steps that the MGA may take to verify your answers and/or obtain additional information. You also agree that the MGA may forward your answers and any additional information to any insurers with whom you wish to enter into a contract.

1. General Information:

Name: _____

Mr. Mrs. Ms. Miss.

Name of Firm: _____
(If Different)

Home address and contact information:

Address: _____ Apt. No. _____

City: _____ Province: _____

Postal Code: _____ Phone: () _____ - _____

E-mail Address: _____

Previous address(es) in the last 5 years

Address: _____ Apt. No. _____

City: _____ Province: _____

Postal Code: _____

Address: _____ Apt. No. _____

City: _____ Province: _____

Postal Code: _____

Other Information

SIN: _____

Date of Birth: MM/DD/YYYY

Are you legally entitled to work in Canada? Yes No

Driver's license #: _____

2. Business Information

Business Number (BN): _____

Current Address:

Address: _____ Apt. No. _____

City: _____ Province: _____

Postal Code: _____

E-mail Address: _____

Website URL: _____

Previous business address(es) in the last 5 years:

Address: _____ Apt. No. _____

City: _____ Province: _____

Postal Code: _____

Address: _____ Apt. No. _____

City: _____ Province: _____

Postal Code: _____

List other business or personal names used in the financial services sector in the last 5 years:

Are you licensed to carry on business as a(n):

Individual Agent

Corporation Full Legal Corporate Name _____

Partnership Full Legal Name _____

If a corporation or partnership, list principals/partners, shareholders:

3. Life and/or A&S agent license number: _____

4. CIPR number (if available): _____

5. FundSERV Dealer & Rep Code _____

6. References - Provide three business references

Name & Title: _____

Company Name: _____

Phone: _____ E-mail: _____

Name & Title: _____

Company Name: _____

Phone: _____ E-mail: _____

Name & Title: _____

Company Name: _____

Phone: _____ E-mail: _____

7. Highest education level attained:

Elementary school _____

Secondary school _____

University or college:

Institution _____

Degree _____

Post graduate:

Institution _____

Degree _____

8. Do you have any designations? Indicate year attained.

FLMI _____

RFP _____

CLU _____

CFP _____

CHFC _____

Any other Professional Designation(s):

If you are presently working on any designation, please list:

9. Other Business Affiliations

Yes No

If "yes", provide details below:

Name of the business: _____

Nature of business: _____

Location (address): _____

Advisor's role in the company: _____

Percentage of time spent per week with the affiliation _____

10. Are you a partner, officer or director or in a non-arm’s length relationship with any other business?

Yes No

If “yes”, provide details, including name, location and nature of business in Additional Information at the end of this form.

11. Are you currently employed in any other capacity not already identified in this questionnaire?

Yes No

If “yes”, provide details, including name, location and nature of business in Additional Information at the end of this form.

12. Insurance Companies

List, in order of total volume, the insurance companies with which you have placed business in the last 5 years. Indicate the lines of business for each company by a check mark under the corresponding product.

Name of Insurance Company	Are you still associated with co.?		Year association began	Lines of Business			Approximate Total Premiums For Life Products
	Yes	No		Life/A&S	Wealth	Other	

13. Sponsorship Information

- a. Do you require license sponsorship? Yes No
- b. What province are you applying for a license _____
- c. What type of license are you applying for? _____
- d. Are you applying for? New License
 Renewal
 Reinstatement
- e. Transfer of Sponsor Non-Resident
- f. Have you passed your LLQP exams? Yes No
- g. If yes: attach copy of your LLQP exams mark.
- h. If non-resident please state the province where you have completed your life and/or accident and sickness exams _____

Have you ever been declined sponsorship? Yes No

If "Yes" please indicate the reasons for the decline on the Additional Information page.

If you are changing sponsorship, complete (a) – (d)

- a. Current sponsoring insurance company name:

- b. Indicate your reasons for the change of sponsorship:

- c. Have you changed sponsors in the last five years? Yes No If "yes" please indicate the reasons for the change on the Additional Information page.
- d. List the names of your sponsoring companies over the last five years:
Name: _____ Dates from MM/DD/YYYY to MM/DD/YYYY
Name: _____ Dates from MM/DD/YYYY to MM/DD/YYYY
Name: _____ Dates from MM/DD/YYYY to MM/DD/YYYY

14. Licenses/Registrations currently held

*Type of License	Year License First Issued	Any interruptions in licensing? <i>If yes, give details in Additional Information</i>		License Number	Level (if applicable)	Prov.	Expiry/Renewal Date	Sponsor or Dealer
		Yes	No					
							MM/DD/YYYY	
							MM/DD/YYYY	
							MM/DD/YYYY	
							MM/DD/YYYY	

* Life Insurance; A&S Insurance; Property & Casualty; Mutual Funds; Securities; Mortgage Broker; Real Estate Agent; Other

15. Personal Profile

a) Have you ever been under any legal order to make monetary payments to another person business entity, including spousal support? Yes No

If "yes", provide details in Additional Information at the end of this form.

b) Are your wages or compensation currently garnished or have you ever had your wages or compensation garnished? Yes No

If "yes", provide details in Additional Information at the end of this form.

c) Are you currently indebted to any insurer or MGA or other financial services company? Yes No

If "yes", specify name of creditor, anticipated duration of debt, existing amount, when debt commenced, repayment schedule, conditions for repayment in Additional Information at the end of this form.

d) Answer each of the following questions about bankruptcy or insolvency.

- | | | | |
|------|--|------------------------------|-----------------------------|
| i. | Have you ever been declared bankrupt? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii. | Have you ever made a voluntary assignment into bankruptcy? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| iii. | Are you currently an undischarged bankrupt? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| iv. | Are you currently a conditionally discharged bankrupt? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If "yes" to any of these questions, include trustee's name and address, location of bankruptcy filing, Assignment of Bankruptcy or Receiving Order, Statement of Affairs, and an explanation as to the circumstances of the bankruptcy or proposal in Additional Information at the end of this form.

- e) Have you ever been a controlling shareholder, or officer of a corporation that was declared bankrupt, or placed in receivership, or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or is currently not discharged or conditionally discharged? Yes No

If "yes", include trustee's name and address, location of bankruptcy filing, Assignment of Bankruptcy or Receiving Order, Statement of Affairs, and an explanation as to the circumstances of the bankruptcy, receivership or proposal in Additional Information at the end of this form.

- f) Has any partnership or corporation, of which you are or were at the time of such event a partner, officer, director or a controlling shareholder, ever pleaded guilty or been found guilty of an offence under any law of any province, territory, state, or country, or is the such partnership or corporation currently the subject of an investigation or other charges? Yes No

If "yes", provide details in Additional Information at the end of this form.

- g) Have you ever pleaded guilty or been found guilty of an offence under any provincial or federal law in Canada or any other country, for which you have not been pardoned? Some examples of these offences are fraud, theft, weapons charges, drug trafficking, physical assault, impaired driving, tax evasion and human rights violations. You are not required to disclose minor traffic infractions such as speeding or parking violations.
 Yes No

If "yes", provide details in Additional Information at the end of this form.

- h) Are you currently the subject of any charges Yes No

If "yes", provide details in Additional Information at the end of this form.

- i) Have you or, if incorporated, the corporation ever been refused registration or a license under any legislation which required registration or licensing to deal with the public in any capacity (e.g. insurance agent, RIBO broker, mutual funds salesperson, securities dealer, motor vehicle dealer) in any province, territory, state, or country; or have you held such a license and been the subject of a disciplinary proceeding? Yes No

If "yes", provide details including specific sanctions and/or penalties imposed in Additional Information at the end of this form.

- j) Have you ever been disciplined by a regulator in any sector of the financial services industry? Yes No

If "yes", provide details including specific sanctions and/or penalties imposed in Additional Information at the end of this form.

- k) Are you or, if incorporated, currently being investigated by a regulator in any sector of the financial services industry? Yes No

If "yes", provide details in Additional Information at the end of this form.

- l) Have you ever been terminated or resigned, or had any contracts cancelled which you

held with any financial services company because you were accused of violating insurance or investment related statutes, regulations, rules, or industry standards of business conduct? Yes No

If "yes", provide details in Additional Information at the end of this form.

m) Are you currently, or is there any reason to believe that in the future you will be, under any legal restriction or impediment which would prevent you from lawfully carrying on the business of insurance agent or broker? Yes No

If "yes", provide details in Additional Information at the end of this form.

n) Are you or, if incorporated, the corporation currently involved in any unresolved client complaints? Yes No

If "yes", provide details in Additional Information at the end of this form.

16. Regulatory Compliance

Do you have Errors and Omissions Insurance Coverage? Yes No

If "no", provide an explanation in Additional Information at the end of this form.

17. Please attach a copy of your E&O certificate.

18. Has any policy or application for errors and omissions insurance on your behalf ever been declined, cancelled or renewal refused?

Yes No

If "yes", provide an explanation in Additional Information at the end of this form.

19. Do you have written and up-to-date privacy compliance policies and procedures?

Yes No

If "no", provide an explanation in Additional Information at the end of this form. (See Privacy Document Template on Sentinel Life Management Corporation website)

20. Do you have written anti-money laundering/anti-terrorist financing policies and procedures?

Yes No

If "no", provide an explanation in Additional Information at the end of this form. (See anti-money laundering/anti-terrorist financing Document Template on Sentinel Life Management Corporation website)

21. Do you have a standard advisor disclosure statement related to managing conflicts of interest that you provide to clients?

Yes No

If "no", provide an explanation in Additional Information at the end of this form. (See Privacy Document Template on Sentinel Life Management Corporation website)

22. Have you incorporated needs-based sales practices in your business?

Yes No

If "no", provide an explanation in Additional Information at the end of this form.

23. Additional Information

If you are providing additional information in response to any of the questions in this questionnaire, provide it here and indicate the relevant question number at the beginning of the response to each question.

Please provide the following details if you answered “yes” to the Other Business Affiliations section (Questions 10 – 23):

24. Declaration

I hereby expressly declare that the information I have provided in this Advisor Screening Questionnaire is true, complete and accurate in every respect, as of the date of signing.

I understand and agree that I must execute and deliver the enclosed Consent and Authorization to Sentinel Life Management Corporation hereinafter referred to as "SLMC".

I agree to notify and provide updated information to SLMC within ten (10) business days, should there be any change in the information provided herein or in my ability to legally continue to sell life insurance and/or accident and sickness insurance.

I understand that a false statement or material omission, including a failure to provide updated information, may disqualify me from consideration for a contract with SLMC or result in the subsequent termination for cause of my business relationship with SLMC and may cause SLMC to report me to an insurer or an insurance regulator.

Date

Signature of Applicant

Consent and Authorization

When you sign this Consent and Authorization, you agree that:

- SLMC can collect information from insurers and anyone else to confirm and add to the information you give to SLMC in your application for a contract, including the answers you give in the Advisor Screening Questionnaire;
- SLMC can keep this information and use it later when it is looking at your continuing suitability to be an insurance advisor; and
- SLMC may share the information you provide in your contract application, the Advisor Screening Questionnaire, and any additional information it collects or reports received from third parties by using this Consent and Authorization, with those insurers who are contracted with SLMC whose products you would like to sell or service.

The Consent and Authorization describes the kind of information that SLMC may collect, where it may collect this information, how it may use the information, and with whom it may share the information. It also says how long the Consent and Authorization may be used.

To whom it may concern:

I have applied to the below named Managing General Agent (SLMC) to be contracted to act on their behalf in the sale and servicing of insurance and other financial products of those insurers with whom SLMC holds a distribution contract. Part of the initial contracting process and of the ongoing review of my performance is an investigation of my background, including my business dealings. These investigations are conducted by SLMC and/or its authorized agent.

I have sold financial services including insurance as principal through the following business styles, trade names, corporation or partnerships ("Listed Entities")

Name

Date

Name

Date

Name

Date

I make this authorization on behalf of myself and as authorized representative of the Listed Entities.

I hereby authorize and direct you to release to SLMC, information contained in your files concerning my agency, my employment, my business records, my education record, my credit record including records pertaining to the listed entities and/or any other relevant information.

On behalf of myself and the Listed Entities, I specifically authorize SLMC to

- obtain a criminal activity clearance report from any police agency or government; collect information concerning certificates, licenses and registrations from the applicable issuers or registrars; collect any information concerning complaints or disciplinary measures from regulators, industry and professional organizations and associations; and collect from relevant third parties any other information related to my education record, consumer credit record, or record of tax, securities or insurance related offences,
- collect information from, or exchange information with, any regulator, professional registry or database, insurance company, financial institution, personal information agents, detective and security agencies, organizations whose functions are the prevention, detection or repression of crimes or offenses, market intermediaries, my employer or ex-employer, and including all personal information which could be collected through verification of my application for employment or contract and ongoing performance evaluations.
- While any contractual relationship subsists between us, I further specifically authorize SLMC to use this authorization to update its information regarding my background from time to time to assess my ongoing suitability to act as an advisor.
- Without limiting the generality of the above, I further specifically authorize SLMC to obtain from any or all insurers identified in the Advisor Screening Questionnaire information about the status of my contract with the insurer(s); unresolved debts with the insurer(s); if appropriate, the possibility of renewing my contract with the insurer(s); and recorded concerns or complaints related to market conduct.
- To carry out my role as an insurance advisor under a contract with SLMC it will be necessary to receive authorization to sell and service insurance from those insurers with whom SLMC holds distribution contracts. I specifically authorize SLMC to forward any information about me collected pursuant to this Consent and Authorization to any and all insurers that I name, or from whom I may seek authorization to solicit applications for their insurance products or services.
- I understand that SLMC will establish a file concerning my application, my contract with them and my subsequent performance and market conduct, and that the personal information contained in this file will be accessed by SLMC's employees and its authorized agents in relation to my contract to sell life insurance and/or accident and sickness insurance as SLMC's representative to sell insurance products of the insurers contracted with SLMC. The file will be kept at the SLMC offices. A photocopy or scanned copy of the present consent has the same value as the original.
- Where information is collected and retained under this Consent and Authorization I shall be entitled to be informed of the existence of the retained information, its use and to whom it has been disclosed, and shall have the right to access the information and request corrections to be made where the information retained is inaccurate or incomplete.
- I further authorize SLMC to use my social insurance number in its files pertaining to me for taxation purposes for which it is legally required to be retained and used.
- These authorizations shall be valid until the earliest to occur, of when it is revoked in writing by the Applicant, or 12 months after the Applicant ceases to receive any commission earnings from or through SLMC.

Applicant's name: _____ signed at _____ this _____.

Applicant's signature: _____

Sentinel Life Management Corporation

Website: www.sentinelgroup.ca



SENTINEL
LIFE MANAGEMENT CORPORATION

Agent Agreement

BETWEEN:

**SENTINEL LIFE MANAGEMENT CORPORATION
(hereinafter called the “Company”)**

AND:

(Hereinafter called the “Agent”)

In consideration of the Company doing business with the Agent, the parties hereto agree as follows:

EFFECTIVE DATE

This agreement is effective from _____ and applies to all business submitted to the Company on or after the said effective date.

DEFINITIONS

1. “Life Insurance Companies” shall mean any and all life insurance companies issuing life insurance policies, annuities, segregated funds, disability insurance policies or related policies, solicited by the Agent and placed through the Company;
2. “Agent Agreements” shall mean the agreement between the Agent and the Life Insurance Companies;

APPOINTMENT

The Company hereby appoints the Agent as an independent contractor, to solicit applications on behalf of the Life Insurance Companies, and submit such applications to the Company for the Life Insurance Companies.

ENTIRE CONTRACT

This agreement is to operate in conjunction with the Agent Agreements between the Agent and each Life Insurance Companies.

TERMS OF AGREEMENT

This “Agreement” will be three parts consisting of; “The Representative Agent Agreement”, “The Code of Ethics” and the online “Compliance Manual”.

REPRESENTATION

The Agent shall act in the best interests of clients, and deal with them honestly, fairly and professionally. The Agent must fairly represent any product, service or Life Insurance Company to your clients, prospective clients, and avoid any unfair comparisons. This includes stating both advantages and disadvantages inherent in any given purchase decision, and always acting in your clients’ best interests. Any specific product choice or recommendation should be made on a fair and balanced basis.

LICENSE OBLIGATIONS AND LEGAL REQUIREMENTS

The Agent must be licensed as a Life Insurance and Accident & Sickness Agent at all times while this Agreement is in place and is active by the appropriate regulatory authority for all provinces or territories the Agent transacts business in, and he/she must comply with all regulatory requirements imposed by law on Life Insurance Agents.

The Agent will provide proof of license for each province business is transacted to the Company. It is understood that failure to provide said documents can result in the following:

- Compensation will be held and the reassignment of business.

The Agent will retain the minimum of 1,000,000 E&O insurance.

The Agent will notify the “Company” immediately of any claim or potential claim.

- Definition of a claim or potential claim.
 - Notice of legal process;
 - A demand for money or services
 - A proceeding, event or development which could in the future resulting the institution of a claim or suit

The Agent is responsible to maintain valid E&O Insurance and to forward the details to Sentinel Life Management Corporation Head Office upon renewal or upon request. Any policy lapse will prevent business from being processed and may be grounds for dismissal.

The Agent must be aware of those provinces requiring additional Fraud insurance and ensure at least the minimum of this requirement is met.

The Agent will ensure that the regulatory requirement for Continuing Education Credits is attained for each year.

All Agents practicing in the province of Ontario is aware of the Access for Ontarians with Disabilities Act (AODA) – Recognizing the history of discrimination against persons with disabilities in Ontario, the purpose of this Act is to benefit all Ontarians by,

- Developing, implementing and enforcing accessibility standards in order to achieve accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodation, employment, buildings, structures and premises on or before January 1, 2025; and (b) providing for the involvement of persons with disabilities, of the Government of Ontario and of

representatives of industries and of various sectors of the economy in the development of the accessibility standards. 2005, c. 11,

As this is an act that must be adhered to in the province of Ontario, Sentinel enforces all advisors in all provinces to be aware of the act and facilitate these standards

The Agent will notify the Company of any actual, potential or threatened client complaints, claims, or any other enforcement action or legal proceedings.

The Agent will provide full disclosure to their clients using the guidelines set out in the Compliance Manual.

The Company may require evidence that all regulatory requirements are being met. The Company has the right to conduct a "market conduct audit" in relation to any and all regulatory requirements as well as the adherence to the Company code of ethics and compliance practices; The Company will notify the Agent of such an audit in writing no less than 30 days in advance.

The Agent is obliged to be responsive, cooperate fully and provide all information and documentation requested in a timely and complete manner.

The Agent agrees to follow the Company's Code of Ethics and Compliance Practices set out in the Company's online Compliance Manual. Non-Compliance is grounds for disciplinary action which can result in either suspension and/or dismissal.

The Agent will immediately notify the Company in writing of any interaction with regulators that is outside the ordinary course of business.

The Agent will cooperate fully with any internal or external audit to verify compliance.

The Agent at no time will engage in any activity related in any way to Viatical Settlements, regardless of registration or licensing. Any possible or probable suspicion of such behavior will be grounds for an investigation. Should the investigation find the suspicious to be valid, it is understood it will be grounds for termination.

The Agent will not, in the name of the Company and/or in the name of the Life Insurance Companies, make, alter, or discharge any contract, accept risks of any kind, revive policies and incur any debts. The Agent will notify the Company in writing of any material changes in their circumstances that may impact their suitability as an Advisor (e.g., criminal charges or convictions, bankruptcies, license lapsing, etc.).

The Agent will complete Agent Agreements with each Life Insurance Company business is transacted with.

The Agent must retain accurate records of all interactions with their client. The Agent must also keep copies of all sales illustrations/quotes, notes of meetings and phone conversations and any other correspondence and administrative documents prepared for their clients. These files and records must be maintained for the minimum provincial requirement by law.

ANTI-MONEY LAUNDERING AND ANTI-TERRORISM FINANCING

The Agent must understand and comply with the Federal regulatory requirements regarding the Proceeds of Crime (Money-Laundering) and Terrorist Financing Act and the Criminal Code. For more details see our compliance manual.

CONFLICT OF INTEREST

The Agent must provide in writing all disclosure information regarding their background, their business, their outside activities or interests in order to give notice of actual or potential conflicts of interest. The Agent must also comply with any applicable industry and legislative requirements in this regard. This includes disclosing in writing to a client or prospective client any conflict of interest or potential conflict of interest that is associated with a particular transaction or transaction recommendation. This allows the client to properly assess the objectivity of the advice being provided. Strict compliance regarding full disclosure is mandatory. Failure to do so is justifiable cause for the Company to “suspend” the Agents authority to solicit business.

COMPENSATION

First year commissions (FYC), bonus and renewal commissions will be paid via VirtGate by the Life Insurance Companies to each contracted Agent or Producer Group or AGA according to the Agent Agreements. Each advisor is expected to use FundSERV for all eligible seg fund business.

PERSONAL GUARANTEE

The Clauses under this heading shall apply only if the Agent is a corporation.

In consideration of the Company doing business with the Agent, the undersigned “personal guarantor” hereby agrees to personally guarantee repayments of all debts owed by the Agent to the Company from time to time arising under this agreement, inclusive of but not restricted to advance by unearned commissions and bonuses or commission chargebacks, or chargebacks of any nature whatsoever and agrees to repay the same, notwithstanding anything in this agreement as though he personally contracted with the Company as principal, whether or not Company has exhausted its remedies against the Agent.

Clauses under this heading shall survive the termination of this agreement.

ASSIGNMENT

Upon default, and to secure the obligations of the Agent to the Company contained herein, the Agent hereby assigns to the Company all amounts of any nature or kind whatsoever which are either owing or accruing to the Agent from the Life Insurance Companies (hereinafter referred to as the “Debts”). Upon default, the Agent authorizes the Company to collect, receive and recover, by any necessary means the Debts and that the Company is authorized to give a valid and binding receipt and discharge therefore, without regard to the state of accounts between the Agent and the Company and without notice to the Agent. (The Agent covenants and declares that none of the Debts have been or will be, assigned, pledge or encumbered in favor of any other party and agrees with the company not to in the future assign, pledge or encumber the Debts or any of them, so long as this Agreement remains in force).

The Agent hereby indemnifies the Company against any damages, losses and costs (including legal fees and disbursements) the company suffers as a result of any failure by the Agent to perform its duties and obligations under this Agreement. Further, the Agent hereby indemnifies the Company against any damages, losses and costs (including legal fees and disbursements) the company suffers as a result of the negligence, willful misconduct or illegal acts of the Agent, its agents, employees or any person under its control.

While this Agreement is in force, or after it has terminated, the Company may offset against any compensation owing to the Agent, any amounts owing by the Agent to the company. Any amounts owing by the Agent to the Company are due on demand.

This assignment shall survive the termination of this agreement

SUSPENSION

If the Agent fails to adhere to the Company's Code of Ethics and Compliance Practices, if upon internal audit process it is deemed that their discrepancies that require an investigation, and/or falls under review by the regulator authority in the province (s) or territories in which the Agent is transacting business, the Company reserves the right upon written notice to the Agent to "suspend" the Agent authority to solicit applications.

TERMINATION OF AGREEMENT

This agreement will terminate on the happening of any of the following events:

1. If any appropriate regulatory authority in the Agent's province cancels or declines to renew the Agent's License;
2. In the event of fraud insolvency or willful misconduct by the party;
3. In the event of either party giving written notice to the other that they no longer wish to remain in a business relationship
4. In the event of death of the Agent
5. This contract becomes null and void in the event of the dissolution or cessation of the corporation or business entity of the Agent; if the partnership was held with the "corporation" or "business entity", and not direct with the Agent himself.

Sentinel Life Management Corporation has created a Code of Ethics that governs the activity of all Staff at all levels from Senior Management, Sales Advisor, Administration, and Clerical Staff. Within our Code of Ethics are policies that specifically govern privacy, confidentiality of information and compliance. All staff is bound to the guidelines of this code and signs this agreement representing agreement and compliance with the Code.

CODE OF ETHICS

- All responsible persons of Sentinel Life Management Corporation will act honestly, and in good faith in every interaction with the client. All responsible persons and sales agents of Sentinel Life Management Corporation will act with integrity, competence, and dignity and in an ethical manner when dealing with the public, clients, prospects, employers, employees and fellow professionals.
- Senior management, employees, and sales agents must comply with the fiduciary duty to all clients. They have the obligation to know and understand, and comply with securities legislation applicable to their duties and responsibilities in each Province business is conducted in.
- Sentinel Life Management Corporation sales agents must act for the benefit of their clients at all times and must always place the interests of their clients before their own.
- All sales agents of Sentinel Life Management Corporation will deal fairly and objectively with all clients and prospects when disseminating investment recommendations and upon taking any investment action.
- Sentinel Life Management Corporation will preserve the confidentiality of information communicated by the client concerning matters within the scope of the confidential relationship

unless Sentinel Life Management Corporation is instructed by law, or by court to make available for the purposes of any judicial or legal actions information regarding the client and their personal information.

- Sentinel Life Management Corporation is committed to maintaining the highest standards of service to our clients. All clients concerns are addressed in a thorough and comprehensive manner.
- Sentinel Life Management Corporation reviews on an annual basis its standards of professional conduct, underlying code of ethics and compliance procedures with all designated responsible persons. This review process ensures an open dialogue and on-going communication and training to address any changes to compliance procedures that may be rendered necessary based on the ever changing evolution of our financial markets.

DECLARATIONS

I agree Sentinel Life Management Corporation can verify my background information using an independent source concerning my credit record, my business record, my record of criminal convictions, and any other information relevant to my application to and sales relationship with Sentinel Life Management Corporation

I have received, read and understand the Agents agreement and the Company's Code of Ethics. I agree to adapt and follow all compliance processes as outlined and by signing below, I accept the terms of this agreement either as an individual or a corporation. I also understand that I am liable for all business sold under my name or my corporate name and any sub-Agents under my corporation.

DATE at _____ this _____ day of _____, 20__

Agent Signature

Witness Signature

Sentinel Life Management Corporation

Witness Signature

CANADA ANTI-SPAM LEGISLATION – effective July 1, 2014

Canada is set to enact new anti-spam legislation which will regulate the distribution of electronic messages. To comply with this new law, Sentinel Life Management Corporation (SLMC) is required to obtain your consent in order to send you e-communication. This may include newsletters, publications, announcements, invitations and other news or information.

By signing and dating the information below you confirm your consent to receive emails and other electronic exchanges from SLMC, as outlined above. If at any time you would like to withdraw your consent or update your profile and preferences, you can do so by contacting us.

More information on Canada’s new anti-spam law can be obtained by visiting:

<http://www.ic.gc.ca/eic/site/030.nsf/eng/home>

I confirm that I wish to “OPT IN” to receive emails and other electronic exchanges from SLMC:

Broker Email Address: _____

Broker/Corporation Signature

Date

COMPLIANCE REGIME for BROKER

This document operates in conjunction with the Sentinel Life Management Corporation (SLMC) whereby the Broker will be responsible for adhering to all the compliance obligations of an Insurance Broker as required by the regulations and policies of the applicable insurance regulators.

Specifically, the Broker further agrees that:

- (1) The Broker is aware that a formal compliance regime is required for the Broker's practice, and has implemented a written compliance regime or will implement a written compliance regime.

- (2) The Broker is aware that FINTRAC requires, according to their established guidelines, that the broker complete a "Self-Review" every two years (currently) for the broker's practice, and that the Broker will keep all Self Reviews on file should FINTRAC need to audit such Self Reviews.

Broker Signature

Date

Witness Signature

Sentinel Life Management Corporation