

ADVISOR INFORMATION FORM

Please print clearly, sign and submit with contract.

1. ADVISOR INFORMATION
Complete this section if your contract is in the name of an individual advisor.

Name that appears on your license	Dealer/Rep Code (for FundSERV use)
Social Insurance Number	Driver's License Number
List other business or personal names used in the financial services sector in the last 5 years (corporation, business style, trade name or partnership)	
Are you legally entitled to work in Canada? Yes <input type="radio"/> No <input type="radio"/>	

2. CORPORATE INFORMATION
Complete this section if your contract is in the name of a corporation.

Name on the corporation's license	
List other business or personal names used in the financial services sector in the last 5 years (corporation, business style, trade name or partnership)	
BN (Federal Business Number)	NEQ Number (Quebec only)
Principal's name (if other principals, provide above information on a separate sheet)	Social Insurance Number
Are you legally entitled to work in Canada? Yes <input type="radio"/> No <input type="radio"/>	

3. QUEBEC LICENSEES
Complete this section if you are licensed in Quebec.

Independent representative Independent partnership
 Representative attached to a firm: Name of firm _____
 Firm: Name of firm _____

4. BUSINESS ADDRESS(ES) OVER LAST 5 YEARS

Current			
Street	City	Province	Postal Code
Phone	Fax	Email	
Previous			
Street	City	Province	Postal Code
Phone	Fax	Email	



5. HOME ADDRESS(ES) OVER LAST 5 YEARS

Current

Street City Province Postal Code

Phone Fax Email

Previous

Street City Province Postal Code

Phone Fax Email

6. OTHER BUSINESS AFFILIATIONS

Do you conduct, or are you associated with, any other business other than those specified in Sections 1 or 2 above? Yes No
 If yes, provide details, including name, location and nature of business in Section 12.

Are you a partner, officer or director or in a non-arms length relationship with any other business? Yes No
 If yes, provide details, including name, location and nature of business in Section 12.

7. INSURANCE COMPANIES

List, in order of total volume, the five insurance companies with which you have been contracted with during the last 24 months. Indicate the lines of business for each company by a check mark under the corresponding product.

Company Name	Are you still associated with the company?		Number of years	Lines of Business			Amount of Business during last 24 months (annual premium)	Persistency for life products (if known) %
	Yes	No		Life	Annuity	Other (i.e Disability, Health)		
	<input type="radio"/>	<input type="radio"/>						
	<input type="radio"/>	<input type="radio"/>						
	<input type="radio"/>	<input type="radio"/>						
	<input type="radio"/>	<input type="radio"/>						
	<input type="radio"/>	<input type="radio"/>						

8. REFERENCES

For applicants licensed for less than a year please provide three business references. Preferably, one reference must be from a company last transferred/worked:

Name and Title

Company name Telephone

Name and Title

Company name Telephone

Name and Title

Company name Telephone

9. FORMAL EDUCATION AND DESIGNATIONS

Highest education level attained

- Elementary school Secondary school
- CEGEP: Institution _____
- University or college: degree/diploma _____ Institution _____
- Post graduate: degree _____ Institution _____
- Other: _____

Have you taken the LLQP course? Yes No
 Full course Part A (If Part A, have you enrolled in Part B? Yes No)

Do you have any of these or other designations?

Indicate year attained:

- FLMI year _____ CLU year _____ CH.F.C. year _____ R.F.P. year _____ CFP year _____ CEBS year _____

Any other professional designations?

_____ year _____ _____ year _____
_____ year _____ _____ year _____

If you are presently working on any of the above-mentioned, please list:

10. PERSONAL PROFILE

If you answer yes to any of the following questions, provide a full explanation in Section 12.

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

b) Have you ever had your wages garnished? Yes No

c) Are you currently indebted to any insurer or MGA or other financial service companies? Yes No
(If yes, provide name of creditor, anticipated duration of debit, existing amount, when debt commenced, repayment schedule and conditions for repayment.)

d) Have you ever been declared bankrupt or made a voluntary assignment into bankruptcy, or made a consumer proposal under any legislation relating to bankruptcy or insolvency, or are you currently an undischarged bankrupt or conditionally discharged bankrupt? Yes No

(If yes, provide 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.)

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, provide 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.)

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 any such partnership or corporation currently the subject? Yes No

g) Have you ever pleaded guilty or been found guilty of an offence under any law of any federal or provincial statute or law of any other country or state, for which you have not been pardoned, or are you currently the subject of any charges? Yes No

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.

h) Have you ever been refused registration or a license under any legislation which required registration or licensing to deal with the public in any capacity (eg. 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 penalties imposed.)

10. i) Have you ever had any activities reported to, or been disciplined by a financial services or insurance regulator? Yes No
 (If yes, provide details including penalties imposed.)
- j) 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
- k) 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

11. SPONSOR INFORMATION (if applicable)

Name of current sponsoring Insurance Company

List the names of your sponsoring companies over the last 5 years:

Name	Dates
Name	Dates
Name	Dates
Have you changed sponsors in the last 5 years? If yes, provide reasons in Section 12.	Yes <input type="radio"/> No <input type="radio"/>
Have you ever been declined sponsorship? If yes, provide reasons in Section 12.	Yes <input type="radio"/> No <input type="radio"/>
Are you applying to change your sponsor? If yes, provide reasons in Section 12.	Yes <input type="radio"/> No <input type="radio"/>

12. ADDITIONAL INFORMATION FROM PREVIOUS SECTIONS

Please indicate the question number you are responding to:

12. ADDITIONAL INFORMATION FROM PREVIOUS SECTIONS

Please indicate the question number you are responding to:

13. INSURANCE COMPANY

Have you ever placed business with or been contracted with Empire Life? Yes No
 If yes, complete the following:

MGA Code

Date of contract

Do you plan to sell only life insurance? Yes No
 If no, please explain in detail:

14. LICENSES/REGISTRATIONS CURRENTLY HELD

PLEASE ATTACH A COPY OF YOUR LIFE AND/OR ACCIDENT AND SICKNESS LICENSE.

Type of License*	Number of years held	Any interruptions in licensing? If yes, give details in Section 12	License number	Level (if applicable)	Province or Territory	Expiry/Renewal Date	Sponsor or Dealer
		Yes <input type="radio"/> No <input type="radio"/>					
		Yes <input type="radio"/> No <input type="radio"/>					
		Yes <input type="radio"/> No <input type="radio"/>					
		Yes <input type="radio"/> No <input type="radio"/>					
		Yes <input type="radio"/> No <input type="radio"/>					

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

15. ERRORS AND OMISSIONS COVERAGE

Do you have Errors and Omissions Coverage? Yes No

PLEASE ATTACH A COPY OF YOUR E&O CERTIFICATE (if applicable in the province you are licensed)

Has any policy or application for errors and omissions insurance on your behalf ever been declined, cancelled or renewal refused? Yes No (If yes, explain below)

16. DECLARATION AND ACKNOWLEDGEMENT

I declare that:

- The information I have provided in this Advisor Information Form is complete and accurate in every respect, as of the date of signing.

I understand and agree that:

- The Empire Life Insurance Company (hereinafter "Empire Life") 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 Empire Life.
- I must execute and deliver the attached consent and authorization to Empire Life.
- I will notify and provide updated information to Empire Life within 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.
- A false statement or material omission including a failure to provide updated information may disqualify me from consideration for a contract to sell life insurance and/or accident and sickness insurance as an advisor with Empire Life or result in the subsequent termination for cause of my business relationship with Empire Life and may cause Empire Life to report me to an insurance regulator.

Date (dd/mmm/yy)

Signature of Applicant

I have interviewed the above named Applicant and am not aware of anything that precludes me from reasonably recommending the Applicant for contract or sponsorship with The Empire Life Insurance Company.

Date (dd/mmm/yy)

Signature of Manager or MGA

17. CONSENT AND AUTHORIZATION

I have applied to The Empire Life Insurance Company (hereinafter "Empire Life") for a contract to sell life insurance and/or accident and sickness insurance as an advisor or I am currently under contract to sell life insurance and/or accident and sickness insurance as an advisor for Empire Life. Part of the contracting process and the ongoing review of my performance, or my agency's performance, is an investigation of my personal background. These investigations are conducted by Empire Life 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")

(leave blank if none):

_____	_____
Name	Date
_____	_____
Name	Date
_____	_____
Name	Date

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

I hereby authorize and direct you to release to Empire Life 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 information relevant to a contract to sell life insurance and/or accident and sickness insurance as an advisor with Empire Life.

On behalf of myself and the Listed Entities, I specifically authorize Empire Life to:

- obtain a criminal activity clearance report from any police agency or government; information concerning certificates, licenses and registrations; any information concerning complaints or disciplinary measures from regulators, industry and professional organizations and associations;
- exchange information with any regulator, professional registry or database, insurance company, financial institution, personal information agents or detective and security agencies or organizations whose functions are the prevention, detection or repression of crimes or offences, market intermediaries, my employer or ex-employer, including all personal information which could be collected through verification of my application for employment or contract and ongoing performance.

I understand that Empire Life will establish a file concerning my application or a contract and subsequent performance and that the personal information contained in this file will be consulted by employees and its authorized agents in relation to my contract to sell life insurance and/or accident and sickness insurance as an advisor. The file will be kept at the Empire Life Head Office. I may consult the personal information contained in this file and, if applicable, have it rectified. A photocopy or an image of the signed Consent and Authorization will be as valid as the original.

Upon request to any professional registry or database established by the industry and holding information about me, I shall be informed of the existence, use and disclosure of personal information and I shall be given access to that information for purposes of accuracy and completeness.

I further authorize Empire Life to use my social insurance number in its files pertaining to me.

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 Empire Life.

Applicant's Name: _____

Signed at _____ this _____ day of _____ 20 _____.

Applicant's Signature: _____

POLICY TRANSFER REQUEST FORM

1. RELEASING ADVISOR/MGA		
<input type="radio"/> Entire block transfer <input type="radio"/> Policies listed below		
<input type="radio"/> I hereby release the policies associated with my code(s) for servicing only. <input type="radio"/> I hereby release the policies associated with my code(s) for servicing and commissions.		
Broker signature X	Broker name (please print)	
Code(s)	Date (dd/mmm/yy)	
Signature for MGA/GA X	MGA/GA name	
Code(s)	Date (dd/mmm/yy)	
<input type="radio"/> MGA/GA (if applicable) I agree to release service fees on these policies		
Signature for MGA/GA X	MGA/GA name	Date (dd/mmm/yy)
2. ACCEPTING ADVISOR/MGA		
<input type="radio"/> I hereby accept the policies for servicing only. <input type="radio"/> I hereby accept the policies for servicing and future commissions, and any chargebacks that may occur.		
Broker signature X	Broker name (please print)	
Code(s)	Date (dd/mmm/yy)	
Signature for MGA/GA X	MGA/GA name	
Code(s)	Date (dd/mmm/yy)	
3. CONFIRMATION		
All clients have been or will be notified within 30 days that their policies will be now be serviced by the advisor indicated below.		
Servicing advisor name (first, middle, last)		
Signature of Releasing (Producer Initial) X		
Signature of Accepting (Producer Initial) X		
4. HEAD OFFICE USE ONLY		
Transfer completed by		Date (dd/mmm/yy)



DIRECT DEPOSIT REQUEST FORM

Please print clearly.

Throughout this form, "Empire Life" means The Empire Life Insurance Company.

1. Empire Life code	Name (as it appears on contract)
<input type="radio"/> Start direct deposit	<input type="radio"/> Change information on direct deposit

2. **Financial Institution Information**

NATIONAL BEST FINANCIAL NETWORK 002

#102A, 221 - 18 Street SE
 Calgary AB T2E-6J5
 P: (403) 590-4500, F: (877) 904-7715

DATE 2 0 Y Y M M D D
Y Y Y Y M M D D

PAY to _____ \$ _____
 the order of _____

TD Canada Trust
 109, 77 CASTLERIDGE BLVD. N.E.
 CALGARY, ALBERTA T3J 3J8

VOID

100 DOLLARS Security features included.

RE _____ PER _____ **VOID**

PER _____

#00 21# 06089 004 0608 525 255#

3. **Authorization and Consent**

I authorize:

- Empire Life to deposit commission payments into my account noted in Section 2 above until notice in writing is given to stop direct deposit.
- My financial institution to honour any deposit (credit) to my account as outlined in Section 2 above and return to Empire Life any amount deposited to which I am not entitled.

I understand and agree that:

- Any direct deposit arrangements may be terminated on 10 days written notice beginning the day the notice is mailed either by Empire Life or by me.

A photocopy or an image of this signed Authorization and Consent will be as valid as the original.

Signature of Advisor

If using a corporate account with more than one signing authority

Signature <input checked="" type="checkbox"/>	Signing authority name
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Signature of MGA/AGA/GA (if applicable)

All signed at (City and Province)	Date (dd/mmm/yy)
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™ Trademark of The Empire Life Insurance Company. Policies are issued by The Empire Life Insurance Company.



Empire Life

To Whom It May Concern:

By this letter I, _____ am assigning all of my Empire Life
(Print Broker/ Agent Name)
compensation, F.Y.C. and Bonus, to National Best Inc. (A47363).

All business written under my code will be owned by myself.

Signature of Broker /Agent

Date

By this letter National Best Inc, as assignee, accept all the compensation, F.Y.C. and Bonus, for the above broker.

Signature of Assignee

Date



BROKER AGREEMENT

Between:

THE EMPIRE LIFE INSURANCE COMPANY
(referred to as "Empire Life")

AND

(referred to as "Broker")

Street Address: _____

City or Town: _____

Province: _____ Postal Code: _____

Effective Date: _____

Broker and Empire Life wish to enter into an agreement to permit Broker to act as a Broker for Empire Life, and the parties therefore agree as follows:

1. Appointment:

- 1.1 Empire Life appoints you and you agree to act as a Broker of _____,
a General Agent of Empire Life to:
- (a) solicit applications for Empire Life life insurance and investment fund products
 - (b) service Empire Life policies placed by Broker or as may be requested by Empire Life, in accordance with the provisions of this Agreement; and

2. Relationship and Authority:

- 2.1 Broker is engaged under this Agreement as an independent contractor. Broker is not an employee, agent or legal representative of Empire Life and nothing in this Agreement shall create the relationship of employer and employee between Broker and Empire Life.
- 2.2 Broker is authorized to perform those services described in the Appointment section of this Agreement.
- 2.3 Broker agrees that it has no authority to create any obligations or bind Empire Life in any way give any guarantee or warranty, whether expressed or implied, on behalf of Empire Life, In particular Broker has no authority to sign, waive, or alter any provision of any application, policy, contract or other document issued by or made by Empire Life, or to determine the insurability or incur any liability on behalf of Empire Life. Legal proceedings shall not be instituted or defended by Broker on behalf of Empire Life.
- 2.4 This Agreement shall in no way constitute a joint venture, partnership or entity of any kind, or any obligation to form such relationship or entity between Empire Life and Broker.

3. Representation and Warranty by Broker

- 3.1 Broker represents and warrants that Broker is competent to perform the services required under this Agreement and that Broker has the necessary licenses and qualifications, including the knowledge, skill and ability to perform the services.

4. Responsibilities of Broker:

- 4.1 In addition to the obligations outlined elsewhere in this Agreement, Broker agrees to accept responsibility for its compliance with relevant legislation and regulations, including but not limited to fulfilling the following responsibilities:
- (a) Holding all premiums, deposits, or monies received or collected in connection with an Empire Life policy or application in trust for Empire Life, remitting same to Empire Life promptly and regularly, and providing a complete and accurate account of all such monies received as required by Empire Life;
 - (b) Promptly forwarding to Empire Life all Empire Life applications for insurance or investment fund products obtained and promptly returning to Empire Life all policies that the applicant may not accept and all policies issued by Empire Life in respect of which the first premium has not been paid;
 - (c) Not paying premiums, deposits or monies on behalf of an applicant and, where prohibited by law, not rebating all or any part of a premium;
 - (d) Obtaining and maintaining current any licenses required to fulfil obligations in this Agreement;
 - (e) Maintaining errors and omissions insurance in a form acceptable to Empire Life and providing to Empire Life at its request confirmation that such policies are in full force and effect;
 - (f) Acting at all times in conformity with all regulatory requirements and guidelines, including privacy and anti money laundering legislation, the Code of Ethics contained in applicable provincial legislation, the Empire Life Distributor Code of Conduct, and in accordance with the professional guidelines as adopted by insurance regulators, or industry recognised professional organisations; and
 - (g) Performing obligations to Empire Life and to its policyholders honestly and in good faith.

5. Policyholder Service

- 5.1 When providing services to Empire Life policyholders, Broker and Empire Life agree as follows:
- (a) Broker will be primarily responsible for the servicing of its clients who become Empire Life policyholders. Broker acknowledges that Empire Life is legally obligated to send statements, invoices and other notices directly to its policyholders;
 - (b) As permitted by law, Empire Life will provide normal policyholder records and information to Broker in order to enable Broker to service its Empire Life clients;
 - (c) Broker will exercise the care, skill and diligence that can reasonably be expected for a life insurance Broker.
 - (d) In the event of the termination of the Agreement or in the event that the policyholder submits notice terminating Broker as registered servicer of the policyholder's Empire Life policies, Empire Life reserves the right to assign or make other arrangements for servicing of any policy written under this Agreement. As permitted by law, Empire Life will consult with Broker's General Agent in the event a policyholder submits such notice of termination and before making alternative servicing arrangements; and
 - (e) Empire Life will continue to pay renewal commissions to Broker in relation to a policy provided:
 - (i) the policy remains in force; and
 - (ii) Broker's right to receive compensation in respect of the policy has not been terminated in accordance with the Termination of Commissions section below or otherwise assigned by Broker to another person or entity; and
 - (iii) renewal commissions or renewal service fees are payable in relation to the policy; and
 - (iv) payment is not otherwise excluded by then in force Agreement Schedules, and published rules and procedures.

6. Compensation:

- 6.1 Subject to the provisions of the "Amendments" section below, Empire Life will pay Broker compensation for the sale and servicing of Empire Life products in accordance with the Schedules attached to this Agreement and in accordance with published rules and procedures, as may be issued or amended by Empire Life from time to time.
- 6.2 In the event that a policy lapses, is surrendered or otherwise terminates for any reason, or the premium decreases, Empire Life may debit Broker earnings account with a chargeback in the amount specified in the Schedules, and published rules and procedures in effect on the date of termination of the applicable policy, and such amount shall constitute a debt of Broker to Empire Life, repayable on demand.

7. State of Account:

- 7.1 The statements of account, including commission statements, produced by Empire Life will be conclusive evidence of the state of account, including indebtedness, from time to time, between Broker and Empire Life, unless Broker proves otherwise.

8. Indebtedness:

- 8.1 Empire Life reserves the right to withhold or utilize current and future compensation of any kind payable to Broker to offset any monies owing to Empire Life by Broker. If there is insufficient compensation to offset this indebtedness, Broker agrees that any amount owing shall be payable to Empire Life on demand.

9. Indemnity:

- 9.1 Broker agrees to indemnify and hold harmless Empire Life, its shareholders, directors, officers, employees and agents against all claims, suits proceedings, demands, actions of any nature or kind whatsoever, damages, judgments, costs, expenses and fees, including but not limited to reasonable legal expenses, arising out of or in any way connected to a breach of this Agreement or any other agreement or instrument executed or delivered pursuant to this Agreement or negligence, or illegal act by Broker.

10. Trademarks, Logos and Trade Names:

- 10.1 Nothing in this Agreement shall constitute a license for Broker to use Empire Life trademarks, logos and tradenames. Broker is not permitted to use Empire Life trademarks, logos or tradenames unless it obtains prior written consent from Empire Life and provided it uses the trademarks, logos and tradenames in accordance with the guidelines for appropriate use, which are made available to it by Empire Life.

11. Confidentiality:

- 11.1 Broker agrees to maintain the privacy and confidentiality of all policyholder and policy related information in accordance with industry guidelines and the laws of Canada. Broker further agrees that should Broker have access to or knowledge of any confidential information or property owned by Empire Life including, but not limited to, any materials, products, designs, plans, trade secrets, data and computer software, methods of doing business, business plans, processes and third party information, Broker will maintain the confidentiality of such information or property and Broker will not disclose the information or property to any person or entity without prior written consent of Empire Life unless
- (a) such disclosure is required by Canadian law;
 - (b) Broker first gives Empire Life reasonable notice to allow Empire Life to seek a protective order or other appropriate remedy;
 - (c) Broker discloses only such information that is required; and
 - (d) Broker uses commercially reasonable efforts to obtain confidential treatment for any confidential information disclosed.
- 11.2 Broker shall immediately notify Empire Life of any unauthorised use or disclosure of personal or confidential information and shall cooperate with Empire Life in every reasonable way to help Empire Life regain possession of the information and prevent it from being further used in an unauthorized manner.

12. Books and Records:

- 12.1 All books of account, letters, records, documents, or other materials in Broker's possession or under Broker's control relating to the business of Empire Life, shall remain the property of Empire Life whether paid for by Broker or not, and shall be made available to Empire Life for examination or for copying at Broker's office with reasonable notice. The information shall be delivered by Broker to Empire Life on demand and, in any event, on the termination of this Agreement and Broker shall provide Empire Life with written confirmation that all the information has been returned to Empire Life uncopied.
- 12.2 Broker shall keep proper and detailed records and statements of accounts necessary to carry out its obligations under this Agreement and shall, on reasonable notice, permit inspection and review of such records and statements of accounts by Empire Life.

13. Assignment, Transfer of Business or Change in Ownership of Broker:

- 13.1 With the prior written consent of Empire Life, which consent shall not be unreasonably withheld, Broker may assign this Agreement or transfer certain obligations of this Agreement. Any such assignment shall not reduce the liability of the Broker under this Agreement in relation to any time period prior to assignment even though the events given to rise to these liabilities may not arise or become apparent until a later date.
- 13.2 Broker agrees to notify Empire Life in writing of any proposed assignment, transfer or sale of shares effecting a change in Broker's ownership or control and to request Empire Life's consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

14. Amendments:

- 14.1 Empire Life reserves the right, with not less than thirty (30) days notice, to change any of the Schedules, and published rules and procedures attached to or affecting this Agreement.

15. Entire Agreement:

15.1 This Agreement, including any Schedules, and rules and procedures incorporated by reference, represents the entire contract between Broker and Empire Life. This Agreement replaces all prior agreements between Broker and Empire Life upon its effective date.

16. Vesting and Termination:

- 16.1 This Agreement may be terminated by either party by providing at least thirty (30) days written notice to the other party.
- 16.2 This Agreement may be terminated by Empire Life immediately in the event that Broker materially breaches any provision of this Agreement.
- 16.3 In the event this Agreement is terminated:
- (a) each party shall pay to the other any and all amounts then owed under this Agreement; and,
 - (b) Broker shall return to Empire Life all software, copies of manuals, policies and other materials in Broker's possession, relating to the generation of new business for Empire Life, including any advertising and promotional materials.
- 16.4 Compensation payable under this Agreement vests immediately upon termination. Subject to the provisions of the Termination of Commissions section below, Broker shall continue to be entitled to commissions on premiums paid to Empire Life after the termination of this Agreement with respect to any policies put in force by Broker under this Agreement until the end of the applicable commission paying period(s).

17. Termination of Commissions:

- 17.1 Broker's entitlement to compensation of any kind may cease in the event of:
- (a) its bankruptcy;
 - (b) its conviction of an offence under the Criminal Code of Canada;
 - (c) its commission of an act of fraud against Empire Life or any of its policyholders; or
 - (d) its commission of an act of gross negligence in the carrying out of its duties and obligations under this Agreement.
- 17.2 Empire Life may withhold compensation with respect to the Broker for a commercially reasonable time in order to investigate whether an action described in subsections (a) to (c) above has caused or will cause damage to Empire Life or its policyholders.

18. Other Provisions:

- 18.1 The provisions of this Agreement are severable and if any part of this Agreement is found to be void or unenforceable, that part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement, which shall remain and continue in full force and effect.
- 18.2 The failure of Empire Life to insist upon strict performance of any terms and conditions of this Agreement will not be construed as a waiver of these terms or conditions.
- 18.3 Broker and Empire Life agree that this Agreement shall be governed and construed in accordance with the laws of the province or territory of Canada in which we execute this Agreement.
- 18.4 This Agreement shall be binding on Broker and Empire Life and any respective heirs, personal representatives, successors and permitted assigns.
- 18.5 To the extent capitalized terms are not otherwise defined in this agreement, they shall have the meaning set out in the applicable Empire Life published rules and procedures.

19. Notices

- 19.1 Any notice required under this Agreement shall be provided in writing and shall be deemed delivered if delivered by hand or by registered mail addressed to the last known business address of either Empire Life or of the Broker, except that Empire Life may amend any Schedules, and published rules and procedures with not less than thirty (30) days notice through written (including Email) communication or by electronic publication on the website of Empire Life.
- 19.2 The parties declare that this Agreement has been prepared in the English language at their request.
Les parties aux présentes déclarent qu'elles ont exigé que ce contrat soit rédigé en anglais.

Signed at _____ this _____ day of _____ 20_____.
City Province

Broker

(2 signing officers, or one signing officer with Company seal required)

Signature

Print Name and Title

Witness Signature

Print Name of Witness

Signature

Print Name and Title

General Agent

(2 signing officers, or one signing officer with Company seal required)

Signature

Print Name and Title

Witness Signature

Print Name of Witness

Signature

Print Name and Title

The Empire Life Insurance Company

™ Trademark of The Empire Life Insurance Company. Policies are issued by The Empire Life Insurance Company





BROKER AGREEMENT

Between:

THE EMPIRE LIFE INSURANCE COMPANY
(referred to as "Empire Life")

AND

(referred to as "Broker")

Street Address: _____

City or Town: _____

Province: _____ Postal Code: _____

Effective Date: _____

Broker and Empire Life wish to enter into an agreement to permit Broker to act as a Broker for Empire Life, and the parties therefore agree as follows:

1. Appointment:

- 1.1 Empire Life appoints you and you agree to act as a Broker of _____,
a General Agent of Empire Life to:
- (a) solicit applications for Empire Life life insurance and investment fund products
 - (b) service Empire Life policies placed by Broker or as may be requested by Empire Life, in accordance with the provisions of this Agreement; and

2. Relationship and Authority:

- 2.1 Broker is engaged under this Agreement as an independent contractor. Broker is not an employee, agent or legal representative of Empire Life and nothing in this Agreement shall create the relationship of employer and employee between Broker and Empire Life.
- 2.2 Broker is authorized to perform those services described in the Appointment section of this Agreement.
- 2.3 Broker agrees that it has no authority to create any obligations or bind Empire Life in any way give any guarantee or warranty, whether expressed or implied, on behalf of Empire Life, In particular Broker has no authority to sign, waive, or alter any provision of any application, policy, contract or other document issued by or made by Empire Life, or to determine the insurability or incur any liability on behalf of Empire Life. Legal proceedings shall not be instituted or defended by Broker on behalf of Empire Life.
- 2.4 This Agreement shall in no way constitute a joint venture, partnership or entity of any kind, or any obligation to form such relationship or entity between Empire Life and Broker.

3. Representation and Warranty by Broker

- 3.1 Broker represents and warrants that Broker is competent to perform the services required under this Agreement and that Broker has the necessary licenses and qualifications, including the knowledge, skill and ability to perform the services.

4. Responsibilities of Broker:

- 4.1 In addition to the obligations outlined elsewhere in this Agreement, Broker agrees to accept responsibility for its compliance with relevant legislation and regulations, including but not limited to fulfilling the following responsibilities:
- (a) Holding all premiums, deposits, or monies received or collected in connection with an Empire Life policy or application in trust for Empire Life, remitting same to Empire Life promptly and regularly, and providing a complete and accurate account of all such monies received as required by Empire Life;
 - (b) Promptly forwarding to Empire Life all Empire Life applications for insurance or investment fund products obtained and promptly returning to Empire Life all policies that the applicant may not accept and all policies issued by Empire Life in respect of which the first premium has not been paid;
 - (c) Not paying premiums, deposits or monies on behalf of an applicant and, where prohibited by law, not rebating all or any part of a premium;
 - (d) Obtaining and maintaining current any licenses required to fulfil obligations in this Agreement;
 - (e) Maintaining errors and omissions insurance in a form acceptable to Empire Life and providing to Empire Life at its request confirmation that such policies are in full force and effect;
 - (f) Acting at all times in conformity with all regulatory requirements and guidelines, including privacy and anti money laundering legislation, the Code of Ethics contained in applicable provincial legislation, the Empire Life Distributor Code of Conduct, and in accordance with the professional guidelines as adopted by insurance regulators, or industry recognised professional organisations; and
 - (g) Performing obligations to Empire Life and to its policyholders honestly and in good faith.

5. Policyholder Service

- 5.1 When providing services to Empire Life policyholders, Broker and Empire Life agree as follows:
- (a) Broker will be primarily responsible for the servicing of its clients who become Empire Life policyholders. Broker acknowledges that Empire Life is legally obligated to send statements, invoices and other notices directly to its policyholders;
 - (b) As permitted by law, Empire Life will provide normal policyholder records and information to Broker in order to enable Broker to service its Empire Life clients;
 - (c) Broker will exercise the care, skill and diligence that can reasonably be expected for a life insurance Broker.
 - (d) In the event of the termination of the Agreement or in the event that the policyholder submits notice terminating Broker as registered servicer of the policyholder's Empire Life policies, Empire Life reserves the right to assign or make other arrangements for servicing of any policy written under this Agreement. As permitted by law, Empire Life will consult with Broker's General Agent in the event a policyholder submits such notice of termination and before making alternative servicing arrangements; and
 - (e) Empire Life will continue to pay renewal commissions to Broker in relation to a policy provided:
 - (i) the policy remains in force; and
 - (ii) Broker's right to receive compensation in respect of the policy has not been terminated in accordance with the Termination of Commissions section below or otherwise assigned by Broker to another person or entity; and
 - (iii) renewal commissions or renewal service fees are payable in relation to the policy; and
 - (iv) payment is not otherwise excluded by then in force Agreement Schedules, and published rules and procedures.

6. Compensation:

- 6.1 Subject to the provisions of the "Amendments" section below, Empire Life will pay Broker compensation for the sale and servicing of Empire Life products in accordance with the Schedules attached to this Agreement and in accordance with published rules and procedures, as may be issued or amended by Empire Life from time to time.
- 6.2 In the event that a policy lapses, is surrendered or otherwise terminates for any reason, or the premium decreases, Empire Life may debit Broker earnings account with a chargeback in the amount specified in the Schedules, and published rules and procedures in effect on the date of termination of the applicable policy, and such amount shall constitute a debt of Broker to Empire Life, repayable on demand.

7. State of Account:

- 7.1 The statements of account, including commission statements, produced by Empire Life will be conclusive evidence of the state of account, including indebtedness, from time to time, between Broker and Empire Life, unless Broker proves otherwise.

8. Indebtedness:

- 8.1 Empire Life reserves the right to withhold or utilize current and future compensation of any kind payable to Broker to offset any monies owing to Empire Life by Broker. If there is insufficient compensation to offset this indebtedness, Broker agrees that any amount owing shall be payable to Empire Life on demand.

9. Indemnity:

- 9.1 Broker agrees to indemnify and hold harmless Empire Life, its shareholders, directors, officers, employees and agents against all claims, suits proceedings, demands, actions of any nature or kind whatsoever, damages, judgments, costs, expenses and fees, including but not limited to reasonable legal expenses, arising out of or in any way connected to a breach of this Agreement or any other agreement or instrument executed or delivered pursuant to this Agreement or negligence, or illegal act by Broker.

10. Trademarks, Logos and Trade Names:

- 10.1 Nothing in this Agreement shall constitute a license for Broker to use Empire Life trademarks, logos and tradenames. Broker is not permitted to use Empire Life trademarks, logos or tradenames unless it obtains prior written consent from Empire Life and provided it uses the trademarks, logos and tradenames in accordance with the guidelines for appropriate use, which are made available to it by Empire Life.

11. Confidentiality:

- 11.1 Broker agrees to maintain the privacy and confidentiality of all policyholder and policy related information in accordance with industry guidelines and the laws of Canada. Broker further agrees that should Broker have access to or knowledge of any confidential information or property owned by Empire Life including, but not limited to, any materials, products, designs, plans, trade secrets, data and computer software, methods of doing business, business plans, processes and third party information, Broker will maintain the confidentiality of such information or property and Broker will not disclose the information or property to any person or entity without prior written consent of Empire Life unless
- (a) such disclosure is required by Canadian law;
 - (b) Broker first gives Empire Life reasonable notice to allow Empire Life to seek a protective order or other appropriate remedy;
 - (c) Broker discloses only such information that is required; and
 - (d) Broker uses commercially reasonable efforts to obtain confidential treatment for any confidential information disclosed.
- 11.2 Broker shall immediately notify Empire Life of any unauthorised use or disclosure of personal or confidential information and shall cooperate with Empire Life in every reasonable way to help Empire Life regain possession of the information and prevent it from being further used in an unauthorized manner.

12. Books and Records:

- 12.1 All books of account, letters, records, documents, or other materials in Broker's possession or under Broker's control relating to the business of Empire Life, shall remain the property of Empire Life whether paid for by Broker or not, and shall be made available to Empire Life for examination or for copying at Broker's office with reasonable notice. The information shall be delivered by Broker to Empire Life on demand and, in any event, on the termination of this Agreement and Broker shall provide Empire Life with written confirmation that all the information has been returned to Empire Life uncopied.
- 12.2 Broker shall keep proper and detailed records and statements of accounts necessary to carry out its obligations under this Agreement and shall, on reasonable notice, permit inspection and review of such records and statements of accounts by Empire Life.

13. Assignment, Transfer of Business or Change in Ownership of Broker:

- 13.1 With the prior written consent of Empire Life, which consent shall not be unreasonably withheld, Broker may assign this Agreement or transfer certain obligations of this Agreement. Any such assignment shall not reduce the liability of the Broker under this Agreement in relation to any time period prior to assignment even though the events given to rise to these liabilities may not arise or become apparent until a later date.
- 13.2 Broker agrees to notify Empire Life in writing of any proposed assignment, transfer or sale of shares effecting a change in Broker's ownership or control and to request Empire Life's consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

14. Amendments:

- 14.1 Empire Life reserves the right, with not less than thirty (30) days notice, to change any of the Schedules, and published rules and procedures attached to or affecting this Agreement.

15. Entire Agreement:

15.1 This Agreement, including any Schedules, and rules and procedures incorporated by reference, represents the entire contract between Broker and Empire Life. This Agreement replaces all prior agreements between Broker and Empire Life upon its effective date.

16. Vesting and Termination:

- 16.1 This Agreement may be terminated by either party by providing at least thirty (30) days written notice to the other party.
- 16.2 This Agreement may be terminated by Empire Life immediately in the event that Broker materially breaches any provision of this Agreement.
- 16.3 In the event this Agreement is terminated:
- (a) each party shall pay to the other any and all amounts then owed under this Agreement; and,
 - (b) Broker shall return to Empire Life all software, copies of manuals, policies and other materials in Broker's possession, relating to the generation of new business for Empire Life, including any advertising and promotional materials.
- 16.4 Compensation payable under this Agreement vests immediately upon termination. Subject to the provisions of the Termination of Commissions section below, Broker shall continue to be entitled to commissions on premiums paid to Empire Life after the termination of this Agreement with respect to any policies put in force by Broker under this Agreement until the end of the applicable commission paying period(s).

17. Termination of Commissions:

- 17.1 Broker's entitlement to compensation of any kind may cease in the event of:
- (a) its bankruptcy;
 - (b) its conviction of an offence under the Criminal Code of Canada;
 - (c) its commission of an act of fraud against Empire Life or any of its policyholders; or
 - (d) its commission of an act of gross negligence in the carrying out of its duties and obligations under this Agreement.
- 17.2 Empire Life may withhold compensation with respect to the Broker for a commercially reasonable time in order to investigate whether an action described in subsections (a) to (c) above has caused or will cause damage to Empire Life or its policyholders.

18. Other Provisions:

- 18.1 The provisions of this Agreement are severable and if any part of this Agreement is found to be void or unenforceable, that part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement, which shall remain and continue in full force and effect.
- 18.2 The failure of Empire Life to insist upon strict performance of any terms and conditions of this Agreement will not be construed as a waiver of these terms or conditions.
- 18.3 Broker and Empire Life agree that this Agreement shall be governed and construed in accordance with the laws of the province or territory of Canada in which we execute this Agreement.
- 18.4 This Agreement shall be binding on Broker and Empire Life and any respective heirs, personal representatives, successors and permitted assigns.
- 18.5 To the extent capitalized terms are not otherwise defined in this agreement, they shall have the meaning set out in the applicable Empire Life published rules and procedures.

19. Notices

- 19.1 Any notice required under this Agreement shall be provided in writing and shall be deemed delivered if delivered by hand or by registered mail addressed to the last known business address of either Empire Life or of the Broker, except that Empire Life may amend any Schedules, and published rules and procedures with not less than thirty (30) days notice through written (including Email) communication or by electronic publication on the website of Empire Life.
- 19.2 The parties declare that this Agreement has been prepared in the English language at their request.
Les parties aux présentes déclarent qu'elles ont exigé que ce contrat soit rédigé en anglais.

Signed at _____ this _____ day of _____ 20_____.
City Province

Broker

(2 signing officers, or one signing officer with Company seal required)

Signature

Print Name and Title

Witness Signature

Print Name of Witness

Signature

Print Name and Title

General Agent

(2 signing officers, or one signing officer with Company seal required)

Signature

Print Name and Title

Witness Signature

Print Name of Witness

Signature

Print Name and Title

The Empire Life Insurance Company

™ Trademark of The Empire Life Insurance Company. Policies are issued by The Empire Life Insurance Company





BROKER AGREEMENT

Between:

THE EMPIRE LIFE INSURANCE COMPANY
(referred to as "Empire Life")

AND

(referred to as "Broker")

Street Address: _____

City or Town: _____

Province: _____ Postal Code: _____

Effective Date: _____

Broker and Empire Life wish to enter into an agreement to permit Broker to act as a Broker for Empire Life, and the parties therefore agree as follows:

1. Appointment:

- 1.1 Empire Life appoints you and you agree to act as a Broker of _____,
a General Agent of Empire Life to:
- (a) solicit applications for Empire Life life insurance and investment fund products
 - (b) service Empire Life policies placed by Broker or as may be requested by Empire Life, in accordance with the provisions of this Agreement; and

2. Relationship and Authority:

- 2.1 Broker is engaged under this Agreement as an independent contractor. Broker is not an employee, agent or legal representative of Empire Life and nothing in this Agreement shall create the relationship of employer and employee between Broker and Empire Life.
- 2.2 Broker is authorized to perform those services described in the Appointment section of this Agreement.
- 2.3 Broker agrees that it has no authority to create any obligations or bind Empire Life in any way give any guarantee or warranty, whether expressed or implied, on behalf of Empire Life, In particular Broker has no authority to sign, waive, or alter any provision of any application, policy, contract or other document issued by or made by Empire Life, or to determine the insurability or incur any liability on behalf of Empire Life. Legal proceedings shall not be instituted or defended by Broker on behalf of Empire Life.
- 2.4 This Agreement shall in no way constitute a joint venture, partnership or entity of any kind, or any obligation to form such relationship or entity between Empire Life and Broker.

3. Representation and Warranty by Broker

- 3.1 Broker represents and warrants that Broker is competent to perform the services required under this Agreement and that Broker has the necessary licenses and qualifications, including the knowledge, skill and ability to perform the services.

4. Responsibilities of Broker:

- 4.1 In addition to the obligations outlined elsewhere in this Agreement, Broker agrees to accept responsibility for its compliance with relevant legislation and regulations, including but not limited to fulfilling the following responsibilities:
- (a) Holding all premiums, deposits, or monies received or collected in connection with an Empire Life policy or application in trust for Empire Life, remitting same to Empire Life promptly and regularly, and providing a complete and accurate account of all such monies received as required by Empire Life;
 - (b) Promptly forwarding to Empire Life all Empire Life applications for insurance or investment fund products obtained and promptly returning to Empire Life all policies that the applicant may not accept and all policies issued by Empire Life in respect of which the first premium has not been paid;
 - (c) Not paying premiums, deposits or monies on behalf of an applicant and, where prohibited by law, not rebating all or any part of a premium;
 - (d) Obtaining and maintaining current any licenses required to fulfil obligations in this Agreement;
 - (e) Maintaining errors and omissions insurance in a form acceptable to Empire Life and providing to Empire Life at its request confirmation that such policies are in full force and effect;
 - (f) Acting at all times in conformity with all regulatory requirements and guidelines, including privacy and anti money laundering legislation, the Code of Ethics contained in applicable provincial legislation, the Empire Life Distributor Code of Conduct, and in accordance with the professional guidelines as adopted by insurance regulators, or industry recognised professional organisations; and
 - (g) Performing obligations to Empire Life and to its policyholders honestly and in good faith.

5. Policyholder Service

- 5.1 When providing services to Empire Life policyholders, Broker and Empire Life agree as follows:
- (a) Broker will be primarily responsible for the servicing of its clients who become Empire Life policyholders. Broker acknowledges that Empire Life is legally obligated to send statements, invoices and other notices directly to its policyholders;
 - (b) As permitted by law, Empire Life will provide normal policyholder records and information to Broker in order to enable Broker to service its Empire Life clients;
 - (c) Broker will exercise the care, skill and diligence that can reasonably be expected for a life insurance Broker.
 - (d) In the event of the termination of the Agreement or in the event that the policyholder submits notice terminating Broker as registered servicer of the policyholder's Empire Life policies, Empire Life reserves the right to assign or make other arrangements for servicing of any policy written under this Agreement. As permitted by law, Empire Life will consult with Broker's General Agent in the event a policyholder submits such notice of termination and before making alternative servicing arrangements; and
 - (e) Empire Life will continue to pay renewal commissions to Broker in relation to a policy provided:
 - (i) the policy remains in force; and
 - (ii) Broker's right to receive compensation in respect of the policy has not been terminated in accordance with the Termination of Commissions section below or otherwise assigned by Broker to another person or entity; and
 - (iii) renewal commissions or renewal service fees are payable in relation to the policy; and
 - (iv) payment is not otherwise excluded by then in force Agreement Schedules, and published rules and procedures.

6. Compensation:

- 6.1 Subject to the provisions of the "Amendments" section below, Empire Life will pay Broker compensation for the sale and servicing of Empire Life products in accordance with the Schedules attached to this Agreement and in accordance with published rules and procedures, as may be issued or amended by Empire Life from time to time.
- 6.2 In the event that a policy lapses, is surrendered or otherwise terminates for any reason, or the premium decreases, Empire Life may debit Broker earnings account with a chargeback in the amount specified in the Schedules, and published rules and procedures in effect on the date of termination of the applicable policy, and such amount shall constitute a debt of Broker to Empire Life, repayable on demand.

7. State of Account:

- 7.1 The statements of account, including commission statements, produced by Empire Life will be conclusive evidence of the state of account, including indebtedness, from time to time, between Broker and Empire Life, unless Broker proves otherwise.

8. Indebtedness:

- 8.1 Empire Life reserves the right to withhold or utilize current and future compensation of any kind payable to Broker to offset any monies owing to Empire Life by Broker. If there is insufficient compensation to offset this indebtedness, Broker agrees that any amount owing shall be payable to Empire Life on demand.

9. Indemnity:

- 9.1 Broker agrees to indemnify and hold harmless Empire Life, its shareholders, directors, officers, employees and agents against all claims, suits proceedings, demands, actions of any nature or kind whatsoever, damages, judgments, costs, expenses and fees, including but not limited to reasonable legal expenses, arising out of or in any way connected to a breach of this Agreement or any other agreement or instrument executed or delivered pursuant to this Agreement or negligence, or illegal act by Broker.

10. Trademarks, Logos and Trade Names:

- 10.1 Nothing in this Agreement shall constitute a license for Broker to use Empire Life trademarks, logos and tradenames. Broker is not permitted to use Empire Life trademarks, logos or tradenames unless it obtains prior written consent from Empire Life and provided it uses the trademarks, logos and tradenames in accordance with the guidelines for appropriate use, which are made available to it by Empire Life.

11. Confidentiality:

- 11.1 Broker agrees to maintain the privacy and confidentiality of all policyholder and policy related information in accordance with industry guidelines and the laws of Canada. Broker further agrees that should Broker have access to or knowledge of any confidential information or property owned by Empire Life including, but not limited to, any materials, products, designs, plans, trade secrets, data and computer software, methods of doing business, business plans, processes and third party information, Broker will maintain the confidentiality of such information or property and Broker will not disclose the information or property to any person or entity without prior written consent of Empire Life unless
- (a) such disclosure is required by Canadian law;
 - (b) Broker first gives Empire Life reasonable notice to allow Empire Life to seek a protective order or other appropriate remedy;
 - (c) Broker discloses only such information that is required; and
 - (d) Broker uses commercially reasonable efforts to obtain confidential treatment for any confidential information disclosed.
- 11.2 Broker shall immediately notify Empire Life of any unauthorised use or disclosure of personal or confidential information and shall cooperate with Empire Life in every reasonable way to help Empire Life regain possession of the information and prevent it from being further used in an unauthorized manner.

12. Books and Records:

- 12.1 All books of account, letters, records, documents, or other materials in Broker's possession or under Broker's control relating to the business of Empire Life, shall remain the property of Empire Life whether paid for by Broker or not, and shall be made available to Empire Life for examination or for copying at Broker's office with reasonable notice. The information shall be delivered by Broker to Empire Life on demand and, in any event, on the termination of this Agreement and Broker shall provide Empire Life with written confirmation that all the information has been returned to Empire Life uncopied.
- 12.2 Broker shall keep proper and detailed records and statements of accounts necessary to carry out its obligations under this Agreement and shall, on reasonable notice, permit inspection and review of such records and statements of accounts by Empire Life.

13. Assignment, Transfer of Business or Change in Ownership of Broker:

- 13.1 With the prior written consent of Empire Life, which consent shall not be unreasonably withheld, Broker may assign this Agreement or transfer certain obligations of this Agreement. Any such assignment shall not reduce the liability of the Broker under this Agreement in relation to any time period prior to assignment even though the events given to rise to these liabilities may not arise or become apparent until a later date.
- 13.2 Broker agrees to notify Empire Life in writing of any proposed assignment, transfer or sale of shares effecting a change in Broker's ownership or control and to request Empire Life's consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

14. Amendments:

- 14.1 Empire Life reserves the right, with not less than thirty (30) days notice, to change any of the Schedules, and published rules and procedures attached to or affecting this Agreement.

15. Entire Agreement:

15.1 This Agreement, including any Schedules, and rules and procedures incorporated by reference, represents the entire contract between Broker and Empire Life. This Agreement replaces all prior agreements between Broker and Empire Life upon its effective date.

16. Vesting and Termination:

- 16.1 This Agreement may be terminated by either party by providing at least thirty (30) days written notice to the other party.
- 16.2 This Agreement may be terminated by Empire Life immediately in the event that Broker materially breaches any provision of this Agreement.
- 16.3 In the event this Agreement is terminated:
- (a) each party shall pay to the other any and all amounts then owed under this Agreement; and,
 - (b) Broker shall return to Empire Life all software, copies of manuals, policies and other materials in Broker's possession, relating to the generation of new business for Empire Life, including any advertising and promotional materials.
- 16.4 Compensation payable under this Agreement vests immediately upon termination. Subject to the provisions of the Termination of Commissions section below, Broker shall continue to be entitled to commissions on premiums paid to Empire Life after the termination of this Agreement with respect to any policies put in force by Broker under this Agreement until the end of the applicable commission paying period(s).

17. Termination of Commissions:

- 17.1 Broker's entitlement to compensation of any kind may cease in the event of:
- (a) its bankruptcy;
 - (b) its conviction of an offence under the Criminal Code of Canada;
 - (c) its commission of an act of fraud against Empire Life or any of its policyholders; or
 - (d) its commission of an act of gross negligence in the carrying out of its duties and obligations under this Agreement.
- 17.2 Empire Life may withhold compensation with respect to the Broker for a commercially reasonable time in order to investigate whether an action described in subsections (a) to (c) above has caused or will cause damage to Empire Life or its policyholders.

18. Other Provisions:

- 18.1 The provisions of this Agreement are severable and if any part of this Agreement is found to be void or unenforceable, that part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement, which shall remain and continue in full force and effect.
- 18.2 The failure of Empire Life to insist upon strict performance of any terms and conditions of this Agreement will not be construed as a waiver of these terms or conditions.
- 18.3 Broker and Empire Life agree that this Agreement shall be governed and construed in accordance with the laws of the province or territory of Canada in which we execute this Agreement.
- 18.4 This Agreement shall be binding on Broker and Empire Life and any respective heirs, personal representatives, successors and permitted assigns.
- 18.5 To the extent capitalized terms are not otherwise defined in this agreement, they shall have the meaning set out in the applicable Empire Life published rules and procedures.

19. Notices

- 19.1 Any notice required under this Agreement shall be provided in writing and shall be deemed delivered if delivered by hand or by registered mail addressed to the last known business address of either Empire Life or of the Broker, except that Empire Life may amend any Schedules, and published rules and procedures with not less than thirty (30) days notice through written (including Email) communication or by electronic publication on the website of Empire Life.
- 19.2 The parties declare that this Agreement has been prepared in the English language at their request.
Les parties aux présentes déclarent qu'elles ont exigé que ce contrat soit rédigé en anglais.

Signed at _____ this _____ day of _____ 20_____.
City Province

Broker

(2 signing officers, or one signing officer with Company seal required)

Signature

Print Name and Title

Witness Signature

Print Name of Witness

Signature

Print Name and Title

General Agent

(2 signing officers, or one signing officer with Company seal required)

Signature

Print Name and Title

Witness Signature

Print Name of Witness

Signature

Print Name and Title

The Empire Life Insurance Company

™ Trademark of The Empire Life Insurance Company. Policies are issued by The Empire Life Insurance Company

