



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

BETWEEN:

**HUMANIA ASSURANCE INC.**

a life insurance company having its head office at  
1555, Girouard Street West  
P.O. Box 10000 at Saint-Hyacinthe (Quebec) J2S 7C8

(hereinafter called the “Company”)

- AND -

\_\_\_\_\_  
(hereinafter called the “Representative”)

- AND -

\_\_\_\_\_  
(hereinafter called: the “General Agent”)

**WHEREAS** the Representative is a licensed life insurance agent and conducts business through the General Agent, with whom the Representative has a contractual relationship;

**AND WHEREAS** the General Agent has a contractual relationship with the Company and has requested that the Company authorize the Representative to solicit applications for the financial products and services marketed by the Company;

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

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

**ARTICLE 1: PURPOSE**

1.1 The Company hereby appoints the Representative as its agent and authorizes the Representative to solicit and receive applications for the financial products and services it markets (“**Products**”) and to service the Products resulting from such applications (the “**Portfolio**”), all in accordance with and subject to the terms and conditions of this agreement (the “**Contract**”).

**ARTICLE 2: NATURE OF THE CONTRACT**

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

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**ARTICLE 3: QUALIFICATION AND CUSTOMER SERVICE**

- 3.1 The Representative must at all times during the term of this Contract hold a life and/or accident and sickness insurance agent licence duly issued by the applicable Regulatory Authority, authorizing the Representative to solicit applications for Products and provide customer service in accordance with the provisions of this Contract.
- 3.2 The Representative shall at all times hold and maintain in full force and effect the mandatory errors and omissions liability insurance required of a licensed life and/or accident and sickness agent under applicable provincial or territorial insurance laws and regulations in the jurisdiction(s) in which the Representative carries on business. Upon renewal of the Representative's licence and/or liability insurance and at any other time upon request by the Company, the Representative shall promptly send evidence of such renewal to the Company.
- 3.3 The Representative shall:
  - (a) diligently service the Portfolio and at all times provide to clients of the Representative who hold Products a level of customer service acceptable to the Company, acting reasonably;
  - (b) exercise the care, skill and diligence that can reasonably be expected of a life insurance agent;
  - (c) take such actions as may reasonably be expected of a life insurance agent to protect the Company and the Representative against unintended or unexpected loss or liability arising out of the sale or service by the Representative of the Products; and
  - (d) make all reasonable efforts as may be appropriate to the interest of the client to maintain in force any Products sold under this Contract.
- 3.4 If the Representative fails, at any time upon request, to establish to the reasonable satisfaction of the Company that the Representative is duly licensed with the Regulatory Authority and has maintained in force the required liability insurance, or if the representative fails to provide customer service to the satisfaction of the Company, acting reasonably, the Company may, by delivery to the Representative and the General Agent of not less than ten (10) days prior written notice of termination, inform the Representative and the General Agent that it is terminating the authorization granted to the Representative herein effective as of the termination date specified in the notice (the "**Termination Date**"). In such a case, effective as of the Termination Date and without any further action on the part of the Company, all authority granted to the Representative hereunder to solicit Products and service the Portfolio is terminated, all of the rights and obligations of the Representative hereunder with respect to the Portfolio shall be deemed to have been transferred to the General Agent, the General Agent shall immediately assume complete responsibility for the Portfolio, and all unpaid commissions and other amounts that would have been payable to the Representative prior to the Termination Date shall thereafter be payable to the General Agent.

**ARTICLE 4: PROFESSIONAL CONDUCT**

- 4.1 The Representative shall at all times conduct business hereunder in a manner befitting the insurance profession and comply with the requirements of all applicable Law, including without limitation all such requirements relating to the rebating of premiums, policy replacement and illustrations.
- 4.2 The Representative shall also comply with all requirements of the Regulatory Authority and shall at all times act in accordance with applicable professional codes of ethics or conduct as adopted by the Regulatory Authority or any applicable industry association from time to time.



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- 4.3 The Representative also agrees to comply with such reasonable rules and other requirements of the Company that may be communicated to the Representative from time to time.
- 4.4 In addition, at all times while this Contract is in force, the Representative undertakes to act in utmost good faith and to duly carry out the obligations and responsibilities of the Representative to the Company under this Contract. In this regard, the Representative shall refrain from using any confidential information regarding the Company's insured clients (including, without limitation, any listing of such clients and/or any information relevant to such clients) in connection with the replacement of any Company Product held by an insured client with an insurance product issued by another insurer.
- 4.5 The General Agent shall promptly inform the Company of any conduct, behaviour, action, failure and/or fault on the part of the Representative that is inconsistent with the provisions of this Article 4.

#### **ARTICLE 5: TRANSFER REQUEST BY AN INSURED**

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

#### **ARTICLE 6: LIMITATION ON REPRESENTATIVE'S AUTHORITY**

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

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## ARTICLE 7: ACCOUNT COLLECTION AND REMITTANCE

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

## ARTICLE 8: REPRESENTATIVE'S REMUNERATION

- 8.1 The General Agent and the Representative (unless otherwise indicated by notice in writing executed by the Representative and delivered to the Company and the General Agent) hereby agree that in consideration for the services provided by the Representative hereunder, the Company shall pay directly to the Representative commissions with respect to Products sold by the Representative ("**Commissions**") in accordance with the rates and provisions set out in the Commission schedule attached hereto as Schedule A.
- 8.2 The Representative shall cease to be entitled to receive any further Commissions of any nature whatsoever hereunder effective as of the earliest of the following dates:
- (a) the date of termination of this Contract; or
  - (b) the date the Representative ceases to be duly licensed as required hereunder.
- The representative shall also cease to have any further right to Commissions of any nature whatsoever, and the payment of all Commissions shall cease immediately on the date on which this Contract is terminated or not renewed in accordance with the terms hereof, or on the date the Representative ceases to be duly licensed by the Regulatory Authority, ceases to hold and/or maintain adequate liability insurance, fails to provide reasonable evidence of the foregoing to the Company promptly upon request and/or fails to provide customer service to the satisfaction of the Company, acting reasonably, provided that such Commissions may become payable, at the sole discretion of the Company, if the Representative subsequently provides evidence satisfactory to the Company that the matter (or matters) giving rise to the termination or non-renewal of this Contract has been remedied.
- 8.3 The parties agree that the Company may, at any time and from time to time, amend Schedule A (including, without limitation, with respect to Commission rates) by delivery of written notice of such amendment to the Representative, such amendment to be effective on the date notice of the amendment is transmitted to the representative, but solely with respect to Commissions relating to the sale of Products by the Representative on and after the effective date of the amendment.
- 8.4 The Representative hereby agrees to promptly refund to the Company all unearned Commissions received by the Representative that relate to a cancelled, amended or replaced Products.

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- 8.5 The following shall be deemed to be debts of the Representative to the Company under this Contract while this Contract remains in effect and following termination of this Contract and shall become payable in cash upon demand by the Company :
- (a) any excess amount of compensation that may have been paid to the Representative over that payable under the provisions of this Contract; and
  - (b) any amounts received by the Representative by way of advances or otherwise in lieu of or in addition to compensation earned under this Contract to the extent such amounts are in excess of compensation so earned at that time.
- 8.6 The Company may offset against any claim for compensation under this Contract (or any other agreement between the Representative and the Company ) any debt or debts due or to become due from the Representative to the Company, whether arising hereunder or otherwise, which debt or debts shall be a first charge against such compensation.

#### **ARTICLE 9: LEGAL PROCEEDINGS**

- 9.1 The Representative shall not initiate any legal proceedings against the Company policyholders or insured persons with respect to any Product or any aspect of the business of the Company without the prior written agreement of the Company . In the event the Representative initiates legal proceedings without the prior written agreement of the Company, the Representative shall indemnify and hold the Company harmless in respect of any costs, expenses, liabilities, damages and fees (including legal fees) that may be incurred by the Company as a result of the Representative's breach of this Article 9.

#### **ARTICLE 10: NON-COMPETITION**

- 10.1 During the term of this Contract and for a period of two (2) years following the termination of this Contract, the Representative shall not, directly or indirectly, alone or through any other person or entity, in any capacity whatsoever, sell or attempt to sell any personal insurance coverage whatsoever (including individual or group life, disability or accident and sickness insurance) for the purpose of replacing, cancelling or voiding a Product issued by the Company and for which the Representative received a Commission.
- 10.2 In the event of any breach of the provisions of this Article 10 by the Representative, the Representative acknowledges and agrees that the Company may initiate proceedings and apply for and receive interim or injunctive relief against the Representative from a court of competent jurisdiction (whether as a temporary restraining order, preliminary injunction or otherwise) or specific performance at any time. Without limiting the generality of the foregoing, the Representative acknowledges that his or her failure to comply with the terms and conditions of this Article 10 may give rise to irreparable injury to the Company that cannot be adequately compensated in damages. Accordingly, the Company may, in addition to any other remedy available at Law, enforce the provisions of this Article 10 by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage and, notwithstanding that damages may be readily quantifiable, the Representative agrees not to plead sufficiency of damages as a defence in any such proceeding.
- 10.3 The Representative also undertakes to pay to the Company the sum of \$500 in damages for each insurance Product sold in breach of this Article. The Representative acknowledges that such a breach of this Article will cause irreparable damages which cannot be fully compensated solely by damages. In this respect, the remedies of the Company provided for in this Article and any other rights and remedies available to the Company at law or in equity shall be cumulative and not in the alternative.

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

**ARTICLE 11: TERM AND TERMINATION**

- 11.1 This Contract has a specified term from the Effective Date (as defined below) to the last day of the calendar year in which this Contract is signed. Thereafter, it will renew automatically from year to year on the first of January of each year, unless it has been terminated in accordance with the provisions hereof.
- 11.2 The parties hereto acknowledge and agree that the Company may terminate this Contract at any time, with or without cause, such termination to be effective upon delivery of written notice of termination to the Representative and the General Agent.
- 11.3 This Contract may be terminated by the Representative or the General Agent, with or without cause, by either party providing not less than thirty (30) days prior written notice of termination to the other parties.
- 11.4 In the event that the Representative has not made any new sale of a Product under this Contract for a period of twenty-four months, does not hold a Portfolio in force with the Company and does not owe any sum to the Company, this Contract will be deemed to have terminated effective as of the last day of such twenty-four (24) month period without any further action of a party. Upon such termination, all obligations of the Company and the General Agent to the Representative shall be deemed to have been satisfied.

**ARTICLE 12: PORTFOLIO OWNERSHIP**

12.1 Except as may otherwise be expressly provided herein, the Representative is the owner of the Portfolio and shall remain the owner of Portfolio as long as the Representative is duly licensed as an insurance agent as required hereunder. Effective on the date the Representative ceases to be so licensed, the Representative will have a period of six (6) months to sell the Portfolio in accordance with the procedures outlined in Article 13. If the Representative has not completed the sale of the Portfolio on or before the last day of the six (6) month period, the Representative shall immediately cease to have any further right or interest in the Portfolio and the Portfolio will then become the property of the General Agent. In the event that the Portfolio becomes the property of the General Agent pursuant to this Article 12, the Representative shall not be entitled to any compensation from the General Agent in connection with the transfer of the rights in the Portfolio from the Representative to the General Agent.

**ARTICLE 13: SALE OF PORTFOLIO INTERESTS**

- 13.1 Providing this Contract is in force and the Representative is not in default under any of its provisions, the Representative may at any time during the term of the Contract sell all or a portion of the Representative’s rights and interests in the Portfolio to another appropriately licensed person in accordance with the following provisions of this Article 13.
- 13.2 The Representative who wishes to sell all or a portion of the Representative’s rights and interests in the Portfolio to another appropriately licensed person must first offer to sell such rights and interests to the Company (“Offer”) and the Company shall then have a right of first refusal (the “Right of First Refusal”).



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- 13.3 The Offer, which shall be made in writing and sent to the Company in accordance with the notice provisions of Article 14, must specify whether it covers all or only a portion of the Representative’s rights and interests in the Portfolio. If the Offer only covers a portion of the Representative’s rights and interests in the Portfolio, the Representative will indicate and identify the portion of the Representative’s rights and interests in the Portfolio that it is offering to sell. The Offer will also contain the selling price and any and all other material terms and conditions of the proposed sale. The Representative will respond promptly to any reasonable request from the Company for information regarding the interests for sale (“Request”).
  - 13.4 Within a period of thirty (30) days following the “Company’s” receipt of the Representative’s Offer, or ten (10) days following the “Company’s” receipt of the information to be provided in response to a Request made by the Company during such thirty (30) day period (whichever is later), the Company will notify the Representative in writing of its decision to exercise or not to exercise its Right of First Refusal. If the Company decides to exercise such Right of First Refusal, the sale will be concluded as soon as reasonably possible. If the Company fails to notify the Representative of its decision within the specified time period, the Company shall be deemed to have decided not to exercise its Right of First Refusal, and the Representative shall then have the right to proceed with a sale to another appropriately licensed person of the same interest offered to the Company on the same terms offered to the Company, such sale to be concluded no later than thirty (30) days following the Company decision (or deemed decision) not to exercise its Right of First Refusal.
  - 13.5 If this Contract is in force at the time of the Representative’s death and the Representative is not in default under any of its provisions, the Representative’s personal representatives may, within a period of one hundred and eighty (180) days following the date of death of the Representative, sell the Representative’s rights and interests in the Portfolio to another appropriately licensed person. The preceding Sections 13.1 to 13.4 will then apply, subject to the necessary adjustments.
  - 13.6 To protect the interests of the Company and its customers, the personal representatives of the deceased Representative will lose any right to sell the Portfolio if the interests of the Representative in the Portfolio are not sold within a period of one hundred and eighty (180) days following the date of the Representative’s death. At the expiration of such one hundred and eighty (180) day period, and failing a sale in accordance with the terms and conditions herein, the said personal representatives shall be deemed to have waived any rights in or to the Portfolio and the Company shall then be free to dispose of the Portfolio without payment of any compensation whatsoever to the personal representatives of the deceased Representative or any other party.
  - 13.7 In the event this Contract is terminated by the Company for fraud on the part of the Representative, the Representative will lose his right to sell the rights and interests held by the Representative in the Portfolio, all without any compensation whatsoever, and it will be deemed that all the rights and interests of the Representative in the Portfolio are the exclusive property of the General Agent.
  - 13.8 Any purported sale of Portfolio interests by the Representative or the personal representatives of the deceased Representative in breach of this Article 13 shall be void and of no force and effect.

**ARTICLE 14: NOTICE**

- 14.1 Any notice, direction or other instrument required or permitted to be given by any party under this Contract shall be in writing and shall be sufficiently given to the other parties if delivered personally, sent by prepaid first class mail, or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure of receipt



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is communicated to the sender, to the addresses for such parties set out in Schedule B hereto or to such other address as one party may communicate to the others in accordance with the provisions of this Section 14.1.

## **ARTICLE 15: GENERAL**

### **15.1 Protection of Personal Information**

In respect of all personal information relating to policyholders and other identifiable individuals, the Representative shall at all times comply with all applicable federal and provincial privacy laws, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada).

### **15.2 Amendments**

Except for amendments to Schedule A made by the Company in accordance with Article 8, no amendment to this Contract shall be valid or enforceable unless evidenced in writing and duly signed by all parties.

### **15.3 Applicable Laws**

This Contract shall be governed by and construed in accordance with the laws of the province or territory in which the Representative maintains its head office and the federal laws of Canada applicable therein. Each Party to this Contract irrevocably attorns to and submits to the jurisdiction of the courts of the above-referenced province or territory with respect to any matter arising under or relating to this Contract.

### **15.4 Assignment**

The Representative shall not transfer or assign in any manner any rights under this Contract without the prior written consent of the Company and the General Agent. Such consent shall not be unreasonably withheld.

### **15.5 Waiver**

The failure on the part of any party to exercise or enforce any right conferred upon it under this Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

### **15.6 Headings**

The headings used in this Contract are for convenience only and are not to be considered a part of this Contract and do not in any way limit or amplify the terms and provisions of this Contract.

### **15.7 Evidence**

The Company records, books and statements will be accepted by the Representative and the General Agent as sufficient and final proof of the state of the business related to the present Contract. If either the Representative or the General Agent wishes to contest a statement received from the Company, the party shall inform the Company of the reasons for the objection within one hundred and twenty (120) days of the receipt of the statement, failing which the statement shall be deemed to have been accepted as correct by the Representative and the General Agent.



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15.8 **Entire Agreement**

This Contract and all attached schedules and other documents constitute the entire agreement between the parties to this Contract pertaining to the subject-matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject-matter of this Contract except as specifically set forth herein.

15.9 **Heirs, Successors, Assigns**

This Contract shall be binding upon the parties, and their respective heirs, executors, administrators and assigns, and the parties agree for themselves and their heirs, executors, administrators and assigns to execute any instruments which may be necessary or proper to carry out the purpose and intent of this Contract.

15.10 **Retention of Records**

The Representative shall keep complete, accurate and separate written records (including paper, electronic data and software and any other visual or electronic medium by which information is recorded) of all transactions written under this Contract (the “Records”) and shall maintain and preserve under its care and control such Records for a period of time in accordance with applicable laws, regulations, and policies of the company, and the same shall be kept separate from all other books of accounts and records relating to other business carried on by the Representative. The Representative shall use its reasonable endeavours to maintain the safety and security of the Records and shall comply with all reasonable requirements of the Company relating to the storage and/or protection of the Records and maintaining emergency back-up procedures and facilities to avoid business interruption or damage to or destruction of the Records. The Representative shall, make available to the Company and its representatives all such documentation, forms and information described above for audit and inspection upon reasonable notice.

15.11 **Invalidity of a Provision**

If any provision of this Contract is held by competent authority to be invalid, illegal or unenforceable, for any reason, the remaining provisions of this Contract and its attachments will continue in full force so long as they express the intent of the parties. In the event any provision cannot be preserved, this Contract shall be either renegotiated or terminated by the parties.

15.12 **Survival**

The provisions of Sections 2.1, 3.4, 4.4, and 7.1 and the provisions of Articles 8, 9, 10, 12, 13, 14 and 15 shall survive and remain in full force and effect following any termination or expiry of this Contract.

15.13 **Time of the Essence**

Time shall be of the essence hereof.

15.14 **Gender and Number**

Unless otherwise indicated herein, in this Contract the masculine form includes the feminine and the singular form includes the plural, and vice-versa.



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15.15 **Acknowledgement**

The Company, the Representative and the General Agent each acknowledge that they have read this Contract and understand it, having been given the opportunity to seek legal counsel, and agree to be bound by its terms and conditions.

15.16 **Counterparts**

This Contract may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument.

15.17 **Joint and Several Liability**

If the Representative is a corporation or a partnership, the individuals whose signatures appear below, on behalf of said corporation or partnership, personally commit to honour, jointly and severally with the said corporation or partnership, as the case may be, all the covenants and obligations of the Representative herein as if they were themselves a party to the Contract, without the benefit of division or discussion, and the said signatories immediately become liable to the Company in the same manner as the said corporation or partnership.

In witness whereof, the parties have signed at: \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

Representative	Name in block letters
General Agent duly authorized representative	Name in block letters

**For Head Office use**

**Humania Assurance Inc.**, hereby accepts the above-mentioned Representative.

And the present Contract becomes effective on the \_\_\_\_\_ day of \_\_\_\_\_

Code: \_\_\_\_\_

Per: \_\_\_\_\_ Per: \_\_\_\_\_

authorized representative                      authorized representative



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## INDICATION OF PAYMENT

Strictly confidential

Name of General Agent:\* \_\_\_\_\_

Code: \_\_\_\_\_

### Commission payable on insurance:

- To the General Agent  
 Associated firm or independent company, specify name: \_\_\_\_\_  
 Directly to the representative (complete the section "Direct deposit authorization")

### Personal information

Mr.  Mrs.  Ms.

Correspondence of Language  French  English

Family and first names: \_\_\_\_\_ Code: \_\_\_\_\_

Licensed with: \_\_\_\_\_ under the name: \_\_\_\_\_  
Regulatory Authority

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

Address  Home  Office: \_\_\_\_\_  
Street Apt.

City

Postal Code

\* All correspondence will be sent to the General Agent address

Telephone home: ( ) \_\_\_\_\_ - \_\_\_\_\_ Office: ( ) \_\_\_\_\_ - \_\_\_\_\_ ext. \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_ Cell: ( ) \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_ @ \_\_\_\_\_

- I consent to receive electronic communications from Humania Assurance, which may include newsletters, proposals for training sessions, invitations, updates and promotions regarding the company's products. This consent may be withdrawn at any time for the training sessions proposals, invitations and promotions only.

### Right of exercise

Licence number: \_\_\_\_\_ Province: \_\_\_\_\_ Renewal date: \_\_\_\_\_ / \_\_\_\_\_  
(MM / YY)

Licence number: \_\_\_\_\_ Province: \_\_\_\_\_ Renewal date: \_\_\_\_\_ / \_\_\_\_\_  
(MM / YY)

Life insurance  Life and Health insurance  Health insurance  Group Insurance

Date

Representative's signature



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## Commission payments

(for administrative purposes)

Name of responsible General Agent\*: \_\_\_\_\_

The representative accepts that the payment of the remuneration owing to him by the **General Agent\*** be made by the insurer issuing the policy. It is understood that the insurer making such payment only acts as a representative of the **General Agent\*** owing the remuneration, and the **General Agent** remains the only person who has the obligation of paying the representative's remuneration.

Signed at: \_\_\_\_\_ on the \_\_\_\_\_ 20 \_\_\_\_\_

Representative's signature: \_\_\_\_\_

## Direct deposit authorization

I, \_\_\_\_\_, code \_\_\_\_\_

hereby authorize Humania Assurance Inc. to proceed with the direct deposit of my commission payments in my financial institution.

***Please attach a cheque specimen.***

Signed at: \_\_\_\_\_ on the \_\_\_\_\_ 20 \_\_\_\_\_

Representative's signature: \_\_\_\_\_

## Attach the following documents

- Copy of valid licence issued by appropriate insurance regulatory authority
- Copy of your professional liability insurance
- Cheque specimen, if required
- Authorisation to release information
- Release, if this is a transfer from another General Agent



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To whom it may concern: \_\_\_\_\_

I have submitted to Humania Assurance Inc., a request to obtain an independent representative's contract. It is understood that an investigation of my personal history may be made as part of the process to draw up the contract and assess my performance on an ongoing basis.

I have provided financial services, including insurance services, as a representative of the following companies of firms:

Name: \_\_\_\_\_ Date: \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

I hereby authorise the communication to Humania Assurance, and/or one of its authorized representatives, of information contained in your files with respect to my employment, my education, my professional file, my credit file, including any file related to the above-mentioned entities and any other relevant information within the framework of my request for a contract as an independent representative for Humania Assurance.

In my name and on behalf of the above-mentioned entities, I specifically authorise Humania Assurance and/or one of its authorized representatives to:

- Obtain, from any police or government department, confirmation that I have never engaged in criminal activities, or information related to any certificate, permit or accreditation, or any possible complaint lodged against me or disciplinary measure taken against me by a supervisory authority or a professional organisation or association;
- Exchange information with a supervisory authority, a register or a professional database, an insurance company or any other financial institution, a personal information agency, a detective, a security agency or a prevention of crime and offence detection organisation, a market intermediary, my employer or ex-employer, including any personal information obtained in the course of an examination of my request for a contract as an insurance representative or of the ongoing assessment of my performance.

It is understood that, pursuant to my request, Humania Assurance will open a file or will draw up a contract and subsequently assess my performance and that Humania Assurance personnel and authorised employees will have access to the personal information contained in such file with respect to my contract as an independent representative. The file will be kept at Humania Assurance head office. I will be able to consult this personal information and make the necessary corrections. Any photocopy of this authorisation has the same value as the original.

Upon any request made to any industry register or professional database containing personal information on me, I will be informed of the existence, use and communication of such information and I will be able to access it to ensure that the information is correct and complete.

I also authorise Humania Assurance to use my social insurance number in its file on me.

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

Signed at: \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_

Requestor's signature: \_\_\_\_\_