



TRAVELANCE
YOUR PEACE OF MIND. OUR PROMISE

BROKER SALES AGREEMENT

MGA/Agency Agent – Individual or Company

All pages of the Agreement must be completed and submitted, along with:

Sign pages 6 and 8

Signed Agreement

Current copy of Resident License

Current copies of Non-Resident Licenses

Copy of your Errors & Omissions (E&O) Insurance

Full Name (Individual or Company):			
Mailing Address:			City:
Province:	Postal Code:	Phone:	
Email Address: By adding the email address, I give Travelance express consent to send me relevant sales & marketing information by email.			
Website URL:		Check this box if you require a Business to Consumer (B2C) link for your website.	
How did you hear about us?		Proficient Languages:	
Please check <u>all</u> provinces/territories in which the broker holds a license and provide a copy: AB BC MB NB NL NS NT NU ON PE QC SK YT			

MGA Name:

(Mandatory)



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Broker Declaration

1. Have you ever had any license or registration of any kind refused, suspended, revoked or been subject to a disciplinary hearing or investigation by any regulatory authority in Canada or the U.S.? Yes No
2. Have you ever been convicted of any crime, other than a misdemeanor, in a court of law in any State, Province, Territory or country, or are you currently the subject of any criminal charges? Yes No
3. Have you been involved in a personal or corporate bankruptcy/insolvency within the past five years? (If 'Yes', please provide a copy of the discharge document). Yes No
4. Are there any unpaid judgements or liens against you? Yes No
5. Have you ever been on probation ordered by the court? Yes No
6. Has any insurance company ever cancelled a contract with you for reasons other than low production? Yes No
7. Have you ever had a complaint filed against you by an Insurance department for which a disciplinary action was taken? Yes No
8. Do you have any outstanding debt with any insurance company? Yes No
9. Will you be engaged or employed in any other business, occupation or profession? Yes No

If the answer to any of these questions is 'Yes', provide details below (use a separate sheet, if necessary). A criminal record or credit check may be required by the Company.



License Sponsor Information

1. Has the agent/applicant changed sponsors in the last 5 years? Yes No
a) Name **and** dates: _____

2. If 'Yes', please tell us why you changed sponsors:

Current license sponsor (if applicable). Name: _____

AGREEMENT TERMS

Between

Travelance Inc. (The Company)

a corporation registered under the laws of Canada

and

The Broker (as defined on Page 1)

The Broker Sales Agreement including all questionnaires and the below terms will together be the "**Agreement**". The Company and the Broker together will be called the "**Parties**".

1. Appointment

The Company appoints the Broker to market, promote and sell the insurance products offered through the Company, and the Broker accepts this appointment. The Broker is authorized to represent the Company for the purpose of fulfilling the mandate of this Agreement only. The Broker will not be an agent of the Company and will not bind the Company other than as stipulated under this Agreement, nor will the Broker hold itself out to have the ability to do so.

2. Licenses

The Broker holds and will maintain at its expense all licenses under provincial and federal law as are required to sell the insurance products offered through the Company in all jurisdictions where the Broker carries on business ("Licenses"). The Broker will ensure that all of its directors, officers, agents, and employees (whether internal or external) will hold all legally required Licenses and qualifications. The Broker warrants that its business is and will be conducted in compliance with all applicable Canadian statutes, regulations and laws.



3. Premiums

For all policies of insurance sold pursuant to this Agreement, the Broker will collect all premium payments from its clients at the rates set by the Company and the applicable underwriting insurance companies (the “Underwriters”). The Broker will remit all collected premiums electronically at the time of receipt directly to the Underwriters. The Underwriters will, on a monthly basis, calculate and pay a commission to the Broker or its MGA indicated on Page 1, on each sale. The commission payable to the Broker for each sale is specified in the schedule of commissions attached as Appendix “A”. Individual premiums will be determined by the Company and the applicable Underwriters with review of the selling process. The Company and the applicable Underwriters may update premium rates from time to time at their discretion upon notice in writing to the Broker.

a. Administration Fees and Commission Chargeback

In the event an insurance policy sold by the Broker is cancelled and premiums are refunded, in whole or in part, as outlined in the administration fees section of the particular policy, then the Broker will reimburse the commission or pro-rata portion of the commission to the appropriate Underwriter(s) of the Company (“Chargeback”). All debits or credits to commissions will be shown on the Broker’s next monthly commission statement.

b. In the event that the Chargeback(s) exceed the commission payable to the Broker in a given month, the Broker will make payment in full to the Company’s Underwriter(s), as applicable, within 30 days. If payment is not received by the Company or its Underwriter(s) within 30 days, the Company will give the Broker final written notice that payment is due within 21 days, or the Company may formalize legal or collections proceedings against the Broker, and inform The Company’s Underwriters of the action that the Company has taken.

4. Commissions

Commissions will be paid to the Broker in accordance with the attached schedule of commissions called Appendix “A”. The Company and its Underwriter(s) may update commission rates from time to time and amend Appendix “A” accordingly at their discretion upon notice in writing to the Broker.

5. Records

Subject to compliance with applicable privacy laws, all financial and licensing records of the Broker related to this Agreement will be retained by the Broker for a period of seven years or such longer period as may be required by applicable law or regulatory bodies. The Broker will provide the Company and the applicable Underwriter(s) with unrestricted access to such records, which will be made available at the office of the Broker, or, alternatively, at such place where the records are maintained. Should the Company (or an applicable Underwriter) require access to such records, it will provide the Broker with a minimum of two business days’ (i.e. excluding statutory holidays and weekends) prior written notice. The requirements of this Section 5 will survive termination of this Agreement.



6. Termination

This Agreement may be terminated by either party upon thirty days' written notice to the other. The Company may terminate this Agreement immediately, and in its unrestricted discretion immediately upon delivery of notice of termination to the Broker if the Broker is in material default or repeated breach of its obligations under this Agreement, including failure to reimburse Chargebacks within the period specified in Section 3(b), above. This Agreement will terminate automatically upon the death or winding up of either Party, or a Party committing an act of bankruptcy. Upon termination for any reason, the Broker will immediately return to the Company all policies, training materials, manual policy confirmations, documents, software and other material supplied by the Company. The Parties will settle all debits, credits, and monies owing to the other within thirty days following termination.

7. Advertising / Marketing / Promotion

Neither Party may use the other's name, website, symbols, logos, trademarks whether registered or not, or service marks ("Branding") in advertising, promotional materials, or otherwise without the prior written consent of the other party, such consent not to be unreasonably withheld. Any use of the Company's Branding in the Broker's marketing materials is subject to the prior written approval of the Company, including but not limited to uses on the Broker's website, social media entities, digital marketing practices, and solicitation through digital media. The Company will review the Broker's use of the Company's Branding periodically. Any use by a Party of the other's Branding which is objected to will be discontinued immediately upon written notice. The licenses granted in this Section 7 will be revoked automatically upon termination of this Agreement.

8. Indemnification & Limitation of Liability

The Parties will indemnify and keep each other indemnified against all proceedings, costs, expenses, liabilities, loss or damage arising out of the breach, negligent performance or failure to perform the terms of this Agreement by the other Party. Such indemnification will only be to the extent that the non-breaching party has not caused or contributed to such liability by its own acts or omissions. The non-breaching Party will promptly notify the breaching party of any loss, damages, claim, and allegation capable of becoming a claim. In no event will either Party or an applicable Underwriter(s) be held liable for any indirect or consequential damages.

9. Confidentiality & Privacy

The Parties agree that during the term of this Agreement and for a period of two years thereafter, they will at all times keep confidential all pricing information, customer lists, quotations, discount sheets, technical data and other confidential or proprietary information, in any form, of the other Party. Upon termination of this Agreement, the Parties shall return or destroy any confidential information of the other party in its possession. The Parties will comply with all applicable privacy laws, including policies of regulating bodies for the insurance industry, for the storage and use of confidential business information and customer data.



10. Arbitration

Except for legal or collections proceedings for Chargebacks due under Section 3 of this Agreement, all disputes arising out of or connection to this Agreement will be exclusively and finally resolved by binding arbitration under the National Arbitration Rules of the ADR Institute of Canada, Inc. The arbitration will be in English, will take place in Ontario, and may be participated in by electronic means. Arbitration will be by a single arbitrator. If the Parties are unable to agree on an arbitrator, the dispute will be resolved by three arbitrators, one to be appointed by each party, and the third to be chosen by the first two arbitrators. All filing fees will be paid by the Party who files the notice of arbitration, and the costs of the arbitration will be apportioned by the arbitrator(s) as part of the decision. The award rendered by the arbitrator(s) will be final, and not subject to appeal on questions of law or fact.

11. Notice

All notices under this Agreement will be delivered personally, by registered mail, by fax or by email to the Broker at the address indicated on Page 1, or to the Company at its address set out below (or by email to join@travelance.ca). Notice will be deemed to have been received on the date of delivery if delivered personally, on the date of transmission if sent by fax or email, or on the 5th business day following deposit in the post if sent by registered mail. Either Party may change its address for notice by giving written notice to the other Party.

12. General Provisions

- a. This Agreement constitutes the entire understanding between the Parties, and supersedes any prior commitments, contracts, and understandings on the subject matter.
- b. If any provision in this Agreement is declared illegal or unenforceable, that provision will become void, and the remainder of the Agreement will remain in full force and effect.
- c. This Agreement will not be amended or modified except by another written document duly signed by all of the Parties.
- d. This Agreement will be construed and enforced in accordance with the laws in force in the Province of Ontario, and the laws of Canada as applicable therein.
- e. This Agreement may be executed in counterparts in the same form, and such parts so executed together form one original document and shall be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates listed below.

Broker Name:

Witness Name: (Not a Family Member)

Signed at (City and Province): _____

Signed at (City and Province): _____

(X) Signature: _____

(X) Signature: _____

Dated (DD-MMM-YYYY): _____

Dated (DD-MMM-YYYY): _____

Do Not Sign – For Travelance Use Only. On Behalf of The Company:

Name: _____ Title: _____

(X): Signature _____ Dated (DD-MMM-YYYY): _____



Consent and Authorization Declaration

Pursuant to the information provided by the undersigned, or a partnership or corporation of which I am a principal (“Applicant”), applying for a Broker Sales Agreement (the “Agreement”) with Travelance Inc.:

I understand that it is my responsibility to maintain all required licenses under provincial and federal law as is required to distribute in the province or jurisdiction where I am legally authorized to do business. Upon signing this agreement, I acknowledge and declare that I hold all the required and valid licenses to sell insurance products distributed by The Company and as such, all business is and will be conducted in compliance with all applicable Canadian statutes, regulations and laws.

Part of the application process and ongoing performance review is an investigation both of my personal background and, if applicable, the background of the corporate applicant by Travelance, its underwriters or its authorized agents and background check providers.

I hereby authorize and direct Travelance, its underwriters, its authorized agents and background check providers to release information contained in their files concerning me, and if applicable, the Applicant, my employment, my business records, my education record, my credit record and/or any other information relevant to an agreement to distribute insurance.

On behalf of myself and, if applicable, the corporate Applicant, I specifically authorize Travelance, its authorized agents and background check providers 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 professional organization and associations;
- Obtain records of criminal convictions for which a pardon has not been granted, and conditional and absolute discharges which have not been removed from the CPIC (Canadian Police Information Centre) system in accordance with the Criminal Records Act;
- Obtain prohibited personal information; which is information relating to persons against whom an order of prohibition is in effect with respect to firearms, liquor, driving, hunting, etc.;
- 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 offenses, market intermediaries, my employer or ex-employer, including all personal information which could be collected through verification of my Application for an Agreement and ongoing performance.



I acknowledge that records and/or information located and/or disclosed by authorized agents of Travelance and its affiliates/police services may or may not pertain to me. Positive identification can only be confirmed through the comparison of fingerprints, which must be submitted by me. This final stage may be required in certain circumstances.

I understand that Travelance will establish a file concerning my and the Applicant's relationship with Travelance, and that the information contained in this file will be used by Travelance and its Underwriters, to administer the Broker Sales Agreement. Access to personal information in Travelance's systems is restricted to approved personnel only, and on a need-to-know basis. Our Underwriters employ generally accepted standards such as, firewalls, encryption and access control procedures to prevent unwanted and unauthorized access to personal information. I may, upon prior written notice, review the personal information contained in this file and, if applicable, have it rectified.

Travelance, from time to time, retains the services of third parties to assist in administering the Agreement ("Third Party Administrators"). I understand and consent to Travelance disclosing my personal information to Third Party Administrators. Travelance warrants that Third Party Administrators will only use my personal information for the purposes of providing services to Travelance and for no other purpose.

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

I further authorize Travelance and its Underwriters to use my social insurance number and other personal information for Income Tax purposes and /or for the investigations set out in this section.

I hereby certify that the statements I have made are true and correct to the best of my knowledge and belief. I understand that any false statement on this application may be considered as sufficient cause for rejection of this appointment or for termination of the Agreement if such false statement is discovered subsequently.

Declaration, Consent and Authorization;

Broker Name or Name of the Signing Authority: _____

(X): Signature _____ Dated (DD-MMM-YYYY): _____

Do Not Sign – For Travelance Use Only. On Behalf of The Company:

Name: _____ Title: _____

(X): Signature _____ Dated (DD-MMM-YYYY): _____



TRAVELANCE
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Travelance Sales Agreement – Addendum 1

Travelance Inc.

and

of

(the Agent) ----- *(the MGA or Company)*

all herein, referred to as "the Parties".

It is noted and agreed by the parties that the "Travelance Sales Agreement" will contain the Commissions clause as follows:

Commissions

Commissions are paid to the Agent in accordance with the terms set by the MGA or Company. The MGA or Company is responsible to pay commissions to the Agent, following a sale made by the Agent under the Travelance issued Agent Code. Business brought to the MGA or Company by the Agent will be recognized as owned by the Agent. Travelance Incorporated is not responsible to pay the Agent for any sales made under his/her Agent Code.

Name: ----- City: -----

Signature: ----- Dated: -----

Agent

Name: ----- City: -----

Signature: ----- Dated: -----

MGA/Company Owner or Signing Authority

Name: ----- City: -----

Signature: ----- Dated: -----

Travelance

Submit this form:

Electronically scan the document and email to: join@travelance.ca OR

Fax to: 1-888-882-3004 OR

Post to: Travelance; 45 O'Connor Street, Suite 1150, Ottawa, ON, K1P 1A4 Canada