

## Advisor Profile / New Advisor (Quick) Code Request

To ensure the confidentiality of the personal information held concerning you, BMO Life Assurance Company will establish a Representative contract file in which information concerning your application for a Representative Agreement will be placed, as well as information relating to any request concerning the performance of this contract.

### Advisor Contact Information - The information will be used by BMO Life to set up the Advisor file and for tax purposes.

Last Name		First Name	Initial				
Mr. Mrs.	Preferred Language	Social Insurance No.	Date of Birth (dd/mm/yyyy) Male				
Miss Ms	English French		dd/mm/yyyy Female				
New Code	Other Existing Code(s) with B	BMO					
Advisor Contact Address	·						
Telephone No.	Fa	ax No.	Cell No.				
(000) 000-0000	(000) 000-0000 (000) 000-0000		(000) 000-0000				
Email (personal not generic) Generates password for Advisor Support website,							
system can accommodate onl	y 1 email address.						

### Payee/Licensed Corporation Information (Please provide the name(s) of the Principal(s))

Principal Name (if other than Advisor)	Code				
Business Address					
Telephone No. (000) 000-0000	Fax No. (000) 000-0000				

#### Requirements (when requesting a new Advisor code)

- Copy of Licence
- Copy of Errors & Omissions Certificate

#### If new business submitted please provide the application number(s) \_

EFT Information: Copy of imprinted void Cheque (Name on the cheque should match the name on the licence).

Х

Signature of Advisor

Date (dd/mm/yyyy)

Code

/

#### AGA Information

Name

#### MGA Information - to be completed by MGA

Name	Code	Advisor O	verride Rate:
Contact Name and Email address	Telephone No. (000) 000-0000		Fax No. (000) 000-0000

Х

Authorized Signature of MGA

Date (dd/mm/yyyy)

/

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Please return original signed copy of this form with the contracting papers.



Canadian Life and Health Insurance Association Inc. Association canadienne des compagnies d'assurances de personnes inc.

# Reference Document: SCREENING AGENTS FOR SUITABILITY: STANDARD FORM FOR CONTRACT OR SPONSORSHIP AND INSTRUCTIONS FOR ITS USE (re: Guideline G8)

The Standard Form for Contract or Sponsorship was developed as a tool for use by CLHIA member companies in connection with their screening activities. It is not mandatory to use this form, although the questions it contains are considered to be the minimum amount of information that would be required to properly commence screening.

Insurers who want to minimize any risk of a human rights violation are encouraged to conduct their screening in good faith, consistent with the following recommendations:

- 1. An insurer should not provide its Standard Form for Contract or Sponsorship to any agent for completion for screening purposes until after the insurer or its representative has met with the agent and conducted a face to face meeting (an "interview").
- 2. Following the interview, the insurer should not provide the agent with the Standard Form for Contract or Sponsorship for completion if it is not interested in the agent and should so advise the agent.
- 3. Following the interview, if the insurer is interested in the agent, any offer of contract or sponsorship should be made conditional upon completion of the Standard Form and conditional upon the insurer being satisfied, after investigation, that the applicant is suitable to carry on business as an agent.

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# Standard Form for Contract or Sponsorship PART A

1. General Information	3. Home addres	ss(es) o	over	last	5 ye	ears	
a) Date:	Most recent						
b) Name of applicant: $\Box$ Mr. $\Box$ Mrs. $\Box$ Ms. $\Box$ Miss.	Address:					-	
	City:		Prov	vince:			
(firm name if company or partnership)	Postal Code:		_ Pho	ne: (		)	
c) List other business or personal names used in the financial services sector in the last 5 years:	E-mail Address:						
	Previous						
(corporation, business style, trade name or partnership)	Address:				A	.pt. No	
d1) Are you a(n):	City:		Prov	vince:			
individual agent	Postal Code:						
corporation: corporate name	4. Other busine	ss affili	iatio	15			
partnership	+ other busine	ss ann		15			
If a corporation or partnership, list principals/partners, shareholders	a) Do you condu business other	r than thos	spec	ified i	in #1	above	?
d2) Quebec Licensees: Are you a(n):							
□Independent Representative	If "yes", give of business in						
□Representative Attached to a Firm	1	C.C.	1.				
□Name of Firm	<ul> <li>b) Are you a partner, officer or director or in a non-arms length relationship with any other business?□Yes □No If "yes", give details, including name, location and nature</li> </ul>						
□Independent Partnership							
□FirmName of Firm	of business in s						
e) Social Insurance Number:	5. Insurance Co	ompani	es				
	List, in order of						
f) Are you legally entitled to work in Canada? $\Box$ Yes $\Box$ No	with which you years. Indicate the						
g) Driver's License Number:	check mark		the	cor			product.
		Are you still	No.				Persistency For Life
2. Business address(es) over last 5 years	Co.	associated	of	Line	s of Bu	siness	Products
Most recent	Name	with co.?	Yrs			13111033	(if known)
Address: Apt. No		Yes No		Life	Ann.	*Other	(%)
City:							
Province: Postal Code:							
Phone: ( ) Fax: ( )							
E-mail Address:							
Previous							
Address: Apt. No							
City:							
Province: Postal Code:							

\*Example: disability, health

# 6. References

For applicants licensed for l three business references. P from a company last transfe	If you are presently working o please list:		
1. Name & Title:			
Co. Name:	Phone:		
2. Name & Title:		8. Personal Profile	
Co. Name:	Phone:	If you answer "yes" to any of th a full explanation in section 10.	
3. Name & Title:		a) Have you ever been under an	
Co. Name:	Phone:	make monetary payments to business entity, including spo registered?	
7. Formal Education and	d Designations	-	
a) <u>Highest</u> education level atta	ined:	b) Have you ever had your wag	
□elementary school		c) Are you currently indebted to MGA or other financial serve	
□secondary school		MGA or other financial servi	
$\Box$ CEGEP:		(If yes, specify name of cred	
Institution		duration of debit, existing an commenced, repayment sche	
$\Box$ university or college:		for repayment)	
degree/diploma			
Institution		d) Have you ever been declared or made a voluntary assignm	
□post graduate:		bankruptcy, or made a consu	
degree		under any legislation relating	
Institution		or insolvency, or are you cur undischarged bankrupt or co discharged bankrupt?	
b) Have you taken the LLQP	course□Yes □No		
□Full Course		(If yes, include trustee's nam location of bankruptcy filing	
□Part A		Bankruptcy or Receiving Or	
► If Part A, have you enro	olled in Part B?	Affairs, and an explanation a circumstances of the bankrup	
c) Do you have any of these or	r other designations?	e) Have you ever been a contro	
Indicate year attained.		or officer of a corporation th	
□FLMI yr	□RFP yr	bankrupt, or placed in receiv voluntary assignment in ban	
□CLU yr	□CFP yr	proposal under any legislatic	
□CH.F.C. yr		bankruptcy or insolvency, or	
Any other Professional De	esignation(s)	discharged or conditionally of	
-		(If yes, include trustee's nam	
		location of bankruptcy filing	
		Bankruptcy or Receiving Or Affairs, and an explanation a	
	yr	of the bankruptcy, receiversh	

n any of the above mentioned,

ne following questions, provide

	<ul> <li>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</li> </ul>
	b) Have you ever had your wage garnished?□Yes □No
	c) Are you currently indebted to any insurer or MGA or other financial services companies?□Yes □No
	(If yes, specify name of creditor, anticipated duration of debit, existing amount, when debt commenced, repayment schedule, conditions for repayment)
	<ul> <li>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</li> </ul>
lNo lNo	(If yes, include trustee's name and address, location of bankruptcy filing, Assignment of Bankruptcy or Receiving Order, Statement of Affairs, and an explanation as to the circumstances of the bankruptcy or proposal)
	<ul> <li>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</li> </ul>
	(If yes, include trustee's name and address, location of bankruptcy filing, Assignment of Bankruptcy or Receiving Order, Statement of Affairs, and an explanation as to the circumstances of the bankruptcy, receivership or proposal)

Ð	Has any partnership or corporation, of which	9. Sp	onsor Informati	on (if applicable)
1)	you are or were at the time of such event a partner, officer, director or a controlling shareholder, ever pleaded guilty or been found	a)	Current sponsoring In	surance Company name:
	guilty of an offense under any law of any province, territory, state, or country, or is any such partnership or corporation currently the	b)	List the names of your last 5 years:	r sponsoring companies over the
	subject? □Yes □No		Name:	Dates:
g)	Have you ever pleaded guilty or been found guilty of an offence under any law of any federal statute or law of any other country or state, for which you have not been pardoned,		Name:	Dates: Dates:
	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.	c) d)	(If yes, indicate reason Have you ever been d	$\Box$ Yes $\Box$ No ns in section 10.)
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, please give details including penalties	e)	<ul><li>(If yes, indicate the re in section 10.)</li><li>Are you applying to c sponsor?</li><li>(If yes, indicate the re of sponsorship).</li></ul>	hange your □Yes □No
	imposed)			
i)	Have you ever been disciplined by a financial services regulator?□Yes □No			
	(If yes, give 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? \Box Yes \Box 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?			

# 10. Additional information from previous sections

(Please indicate the question number you are responding to)


# Standard Form for Contract or Sponsorship PART B

# *The following pages must be answered, signed and submitted with <u>each</u> application for contract: (Originals only, no photocopies)*

Nan	e of App	olicant							
	II II				(pi	rint)			
11	Insura	ance Co	ompany						
				ess to our co	mpany?				
12.	Licens	ses/Reg	gistrations	current	y held				
<u>Plea</u>	se attach	<u>a copy o</u>	of your life and	l/or accider	nt and sickn	ess licence.			
	ype of cense	No. of years held	Any interru licensing? If details in se Yes	yes, give	License Number	Level (if applicable)	Prov. or Terr.	Expiry/ Renewal Date	Sponsor or Dealer
			Insurance; Pro ed LLQP; Othe		sualty; Mutu	al Funds; Secu	urities; Mo	ortgage Brok	xer; Real Estate Agent;
13	Errors	and O	missions C	overage					
	Do you I	have Erro			e?				□Yes □No
Plag		-	of your E&O c	ortificato					
			-				1116		
0)	<ul> <li>b) Has any policy or application for errors and omissions insurance on your behalf ever been declined, cancelled or renewal refused?□Yes □No (If yes, please explain below)</li> </ul>								

## 14. Declarations

I expressly hereby declare that the information I have provided in this Standard Form for Contract or Sponsorship is complete and accurate in every respect, as of the date of signing.

I agree that the below named company (hereinafter the "Company") 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 the Company.

I understand and agree that I must execute and deliver the enclosed consent and authorization to the Company.

I agree to notify and provide updated information to the Company 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.

I understand that 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 agent with the Company or result in the subsequent termination for cause of my business relationship with the Company and may cause the Company to report me to an insurance regulator.

Date

Signature of Applicant

I have interviewed the above named Applicant and I am aware of nothing which precludes me from reasonably recommending the Applicant for contract or sponsorship with the below named Company.

Date

Signature of Manager or MGA

Name of Company

Company Representative

# **Consent and Authorization**

To whom it may concern:

I have applied to the below-named company (the "Organization") for a contract to sell life insurance and/or accident and sickness insurance as an agent or I am currently under contract to sell life insurance and/or accident and sickness insurance as an agent for the Organization. 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 the Organization 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 authorized representative of the Listed Entities.

I hereby authorize and direct you to release to the Organization 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 agent with the Organization.

On behalf of myself and the Listed Entities, I specifically authorize the Organization 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 offenses, market intermediaries, my employer or exemployer, including all personal information which could be collected through verification of my application for employment or contract and ongoing performance.

I understand that the Organization 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 the Organization's employees and its authorized agents in relation to my contract to sell life insurance and/or accident and sickness insurance as an agent. The file will be kept at the Organization's offices. I may consult the personal information contained in this file and, if applicable, have it rectified. A photocopy of the present consent has the same value 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 the Organization 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 the Organization.

Applicant's name:	signed at	_this
Applicant's signature:		
Organization: BMO Life Assurance Company		
Address: 60 Yonge Street, Toronto, ON M5E 1H5		

# **REPRESENTATIVE AGREEMENT**

#### Representative:

**BMO LIFE ASSURANCE COMPANY** (herein referred to as "BMO Insurance") hereby authorizes the Representative, named above, (herein referred to as "Representative") to solicit applications for BMO<sup>®</sup> Insurance's products as set forth in the Schedules of Commission as are issued by BMO Insurance at the time and place such applications are obtained, subject to the terms and conditions of this Representative Agreement (herein referred to as the 'Agreement').

#### 1. REMUNERATION

BMO (A) Insurance

BMO Insurance agrees to pay and the Representative agrees to accept as full and complete remuneration for his services under this Agreement while it is in force, compensation specified in the "Schedules of Commission", which Schedules shall be subject to change from time to time by 30 day written notice by BMO Insurance.

#### 2. EFFECTIVE DATE

This Agreement shall be binding only when signed by the Representative and an authorized BMO Insurance official, and shall become effective on and from \_\_\_\_\_\_ 20\_\_\_\_\_ (herein referred to as the "Effective Date").

#### 3. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed by the laws of the Province or Territory in which the Representative resides at the time the Agreement is signed.

#### 4. GEOGRAPHY

The Representative is appointed as a Representative of BMO Insurance in Canada but without exclusive rights therein and the Representative hereby accepts such appointment. BMO Insurance hereby expressly reserves the right to itself to appoint other persons to sell BMO Insurance's products or to limit the Provinces in which the Representative can solicit applications.

#### **5. PREVIOUS CONTRACTS**

This Agreement and all commission schedules attached hereto and any future amendment thereto by BMO Insurance or any other document which, under the provisions of this Agreement, amends this Agreement, constitute the entire agreement between the parties with regard to the kind or kinds of insurance set forty in the Schedules of Commission and any amendment thereto, and supersedes all previous agreements entered into between the parties or promises made with regard to this subject matter and any other previous agreements, promises, or representations of any kind whatsoever respecting the relationship between the parties hereto. The word "Agreement" shall be understood and agreed to include any and all Schedules of Commission and other documents attached in accordance with the terms and conditions herein provided.

#### 6. INTERPRETATION

In this Agreement male pronouns, whenever used, shall include female pronouns and any partnership, corporation or other entity.

#### 7. COMPANY/REPRESENTATIVE RELATIONSHIP

Nothing contained herein shall be construed to create the relationship of employer and employee between BMO Insurance and the Representative.

#### 8. CONDUCT

The Representative shall act at all times in accordance with the "Code of Ethics" as adopted by the Life Underwriters Association of Canada as amended from time to time and BMO Insurance's "Code of Conduct' which embodies the professional ethics of the Life Underwriters Association of Canada.

#### 9. COLLECTIONS, TRUST ACCOUNTS

All monies, cheques or other documents in respect of any insurance and/or annuity policy, received or collected by the Representative for and on behalf of BMO Insurance, will be immediately forwarded to BMO Insurance. In any Province which requires that the Representative establish a trust account, the Representative shall hold in trust all money collected for BMO Insurance and immediately turn it over to BMO Insurance without any deduction whatsoever.

#### **10. DELIVERY OF POLICY**

The Representative agrees to promptly transmit to BMO Insurance all insurance applications and premiums for BMO Insurance's products received by the Representative and to deliver to the applicant all insurance policies and/or annuities transmitted to him by BMO Insurance. However, the Representative will not deliver any insurance policy, issued by BMO Insurance, to any person unless the person on whose life the insurance policy is issued is at the time in good health, and the Representative will not, in any case, deliver to any person any insurance or annuity policy or renewal receipt of BMO Insurance unless the premium due thereon has been actually paid.

#### 11. COMPANY BOOKS, MANUALS, COMPUTERS AND EQUIPMENT

Notwithstanding that this Agreement may have been terminated, the Representative will:

i) promptly deliver in good order to BMO Insurance on demand by BMO Insurance all records, documents, manuals, stationery, forms and all other books and papers relating in any way to the business of BMO Insurance which records,



documents, manuals, books and papers the Representative hereby acknowledges are the exclusive property of BMO Insurance; and

ii) promptly return in good order on demand by BMO Insurance all computer equipment (including hardware and software) or similar material given to him by BMO Insurance. BMO Insurance will have the right to inspect, from time to time both while the Agreement is in force and following its termination, all records, documents, manuals, stationery, forms and all other books and papers which are in the possession of the Representative and which relate in any way to the business of BMO Insurance. The Representative will cooperate in providing such information and assistance as may be necessary to permit such audit.

#### **12. REPAYMENT OF INDEBTEDNESS**

BMO Insurance shall have the right at all times to set off against any sum due to the Representative hereunder, any debt, obligation, or liability due or owing by the Representative to BMO Insurance. The setting off shall not create a cause of action for the Representative against BMO Insurance, when there is a debt or obligation of the Representative due to BMO Insurance.

#### 13. LICENCE

The Representative will at all times comply with all applicable laws and regulations of the jurisdiction in which he may solicit business hereunder, and before soliciting any such business he shall obtain and thereafter maintain in effect any licence which he may be required to hold by law.

#### 14. NO ALTERATIONS OF DOCUMENTS

The Representative shall not make any alterations, additions or erasures on any of the documents belonging to BMO Insurance which may from time to time be in the possession of the Representative.

#### 15. REPRESENTATIVE'S AUTHORITY

Without the prior written approval of BMO Insurance, the Representative shall not negotiate, or enter into contracts and/or agreements on behalf of BMO Insurance and BMO Insurance shall not be bound by any contracts and/or agreements made by the Representative. This clause shall not affect or prejudice the Representative's right to solicit applications for insurance and/or annuities for the purposes of concluding insurance contracts between any person and BMO Insurance. The Representative has no authority to make, modify or discharge any insurance or annuity contract, nor to waive any forfeitures, nor to incur any liability or debt for or against BMO Insurance, nor to receive any monies due or to become due to BMO Insurance, except on premium notices, which have been sent to the policy owner, and then only provided that the terms and provisions contained in the said notices shall be strictly complied with and the Representative has no authority to redit or remit premiums not actually or properly received in accordance with the insurance contract and the instructions of BMO Insurance, and his powers shall extend no further than as expressly stated in this Agreement. The Representative may exercise his own judgment as to the persons from whom he will solicit applications for insurance, its policy owner, and the time and place of solicitation provided that he agrees to do nothing which is not in the best interests of BMO Insurance, its policy owner, and its applicants for insurance and/or annuities.

#### **16. ADVERTISING OR PUBLICATIONS**

The Representative shall not publish or cause to be published any advertisement concerning BMO Insurance in any newspaper, magazine or publication whatsoever without the prior written authority of BMO Insurance; nor shall he issue, distribute or cause to be issued or distributed any circular or write or cause to be written any letters to any newspaper, magazine or publication concerning BMO Insurance without first obtaining the written approval of BMO Insurance. If any lawsuits shall be brought against BMO Insurance in consequence of any unauthorized action or statement of the Representative, all costs and damages arising there from shall be borne by the Representative personally.

#### **17. REBATING**

The Representative shall not pay or allow, or offer to pay or allow as an inducement to any person to insure, any rebate of premium or any inducement whatsoever not specified in the insurance policy.

#### **18. ASSIGNMENT**

The Representative shall not transfer or assign any rights or obligations under this Agreement without the prior written consent of BMO Insurance, which consent may be withheld by BMO Insurance. BMO Insurance does not assume responsibility for or guarantee the validity of any assignment so consented to.

#### **19. TERMINATION**

This Agreement will terminate immediately upon the death of the Representative (any compensation remaining due will be paid to his heirs, executors, successors or permitted assigns as provided for in the Schedules of Commission of this Agreement, as if this Agreement were still in force). This Agreement will terminate immediately upon and on the happening of any one of the following, which are identified as "just Causes", and the Representative shall thereupon cease to be entitled to act under this Agreement and the Representative, or his heirs, executors, successors or permitted assigns shall thereupon cease to be entitled to receive any payment under this Agreement. "Just Causes" shall include any of the following:

- (I) the Representative committing any act of fraud, or any other unlawful act; or
- (II) the placing with BMO Insurance by the Representative of business which was not solicited by the Representative; or
- (iii) the Representative failing to report and pay over to BMO Insurance premiums collected by him as provided herein; or
- (iv) the Representative violating any of the provisions hereof or assigning any right or interest which he has or may have
- hereunder without the written consent of BMO Insurance; or
- (V) the Representative violating any term or condition of this Agreement; or
- (vi) the Representative failing to return all undelivered insurance policies to BMO Insurance on demand; or

(vii) the Representative failing to follow BMO Insurance's rules as defined in BMO Insurance's Broker's Kit, BMO Insurance's Code of Conduct or such other written rules or guidelines as may be issued to the Representative by BMO Insurance from time to time; or



(viii) the Representative failing to observe all statutory requirements, any guidelines published by the Canadian Life and Health Insurance Association or any rules or regulations of any association to which the Representative belongs.

This agreement may be terminated by either party without cause and for any reason whatsoever by either party giving the other at least (30) days' prior written notice.

Termination of this Agreement shall not release the Representative from any indebtedness to BMO Insurance and until such indebtedness is repaid, any remaining compensation, of any kind, falling due shall be set off.

#### **20. NOTICES**

Any notice under this Agreement will be deemed to have been given by BMO Insurance to the Representative when such notice is delivered to the Representative at his last known address shown on the records of the Head Office of BMO Insurance. Both notice to BMO Insurance and to the Representative shall be effective as of the date of mailing. Compensation will continue to be paid in accordance with the terms of this Agreement and the "Conditions Governing Compensation" then in effect.

#### 21. COMPENSATION, SERVICE FEES AT TERMINATION

Any policy year's compensation and service fees due to the Representative by BMO Insurance after the termination of this Agreement shall first be used to offset any amounts due BMO Insurance by the Representative. Any amounts due the Representative may be held by BMO Insurance from the date of termination of this Agreement to allow time to determine the final amount.

#### 22. ERRORS AND OMISSIONS INSURANCE

The Representative will obtain at his expense satisfactory errors and omissions and liability insurance satisfactory to BMO Insurance and will provide to BMO Insurance proof of such coverage upon demand.

#### 23. REPLACEMENT PROHIBITION

The Representative shall not, for a period of two years from the date of termination of this Agreement, either personally or on behalf of another individual, corporation, partnership or association, either alone or in conjunction with any other individual, corporation, partnership, or association, contact or solicit any persons, directly or indirectly, to cancel, lapse, forfeit or surrender a policy of insurance with BMO Insurance in order to effect a policy of insurance with another insurer.

(a) "Persons" as referred to in sub-paragraph (23) shall include:

(i) any persons who are policyholders of BMO Insurance and its affiliates, as of the date of termination of this Agreement, and

(ii) any persons who are policyholders of BMO Insurance or policyholders of BMO Insurance's affiliates and who are known by the Representative to be policyholders of BMO Insurance or policyholders of BMO Insurance's affiliates as of the date of termination of this Agreement, and

(iii) any persons who are policyholders of BMO Insurance or policyholders of BMO Insurance's affiliates and whom the Representative has contacted or provides services to or otherwise approached as a Representative of BMO Insurance, as of the date of termination of this Agreement.

(b) For all purposes under this section (Replacement Prohibition) "policyholders" shall be defined to include, in addition to persons designated as an owner or beneficiary with respect to any of BMO Insurance's issued insurance policies, persons with respect to whom insurance applications are pending. Without prejudice to whatever other recourse which BMO Insurance may have in the event that the Representative violates any of the provisions of the "Replacement Prohibition" section hereof, including without limitation, an action in damages, BMO Insurance shall have the right to obtain an injunction enjoining any such violation. The Representative hereby acknowledges that, in the event of any such violation, BMO Insurance will suffer irreparable harm and that an injunction is therefore a necessary remedy in the circumstances.

#### 24. VARIATION, WAIVER

No terms of this Agreement will be deemed to be varied or waived unless such variation or waiver be in writing and states explicitly that it is intended to vary or waive the effect of such provision, term or condition and any variation or waiver so given shall not of itself constitute a variation or waiver of any subsequent breach of such provision, term or condition or of any other provision, term or condition of this Agreement.

#### 25. INVALIDITY

In the event that in any legal proceedings before a competent tribunal in any jurisdiction, it is determined that any section, paragraph or subparagraph of this Agreement or any part of the same is invalid, that section, paragraph, or sub-paragraph or part thereof shall be deemed to be severed from the remainder of this Agreement for the purpose only of the particular legal proceedings in question, and this Agreement shall in every other respect continue in full force and effect.

# BMO (A) Insurance

IN WITNESS WHEREOF, BMO Insurance has executed this Agreement in duplicate and the Representative has hereunto set his hand in duplicate the day and year first above written.

Signed by the Representative at:		
This	day of	, 20
Representative	Witnes	SS
Signed by BMO Insurance at Toronto, Canada		
This	day of	, 20
Authorized Official of BMO Insurance		
Recommended by:		
Managing General Agent		
IN THE EVENT THAT THE REPRESENTATIVE IS A GUARANTEE	CORPORATION, THE FOLLOWING GUAR	ANTEE IS TO BE READ AND SIGNED.
(To be signed only in the event that the representative	e is a Corporation.)	
<ul> <li>To: BMO Life Assurance Company. ("BMO Insurance IN CONSIDERATION of BMO Insurance entering i Agreement, the undersigned (the "Guarantor") hereb Representative to BMO Insurance.</li> <li>1. This Guarantee: <ul> <li>(1) shall bind the Guarantor jointly and seven (2) shall be a continuing Guarantee and sh future;</li> </ul> </li> </ul>	nto the foregoing Representative Agreeme y guarantees payment to BMO Insurance of	f all amounts owing from time to time by the
<ul><li>(3) shall bind the Guarantor to pay when Bl</li><li>(4) shall not be discharged or affected by a</li><li>Representative, by any change in the mem</li></ul>	MO Insurance shall demand payment of all s iny act or omission of BMO Insurance, by the bership of the Representative if a partnershi halgamation of the Representative, if a corpo	e bankruptcy, death or loss of capacity of the p or by any change in the constitution of the
<ul> <li>(6) shall bind the Guarantor, its success Guarantee has not been terminated by the relieve the Guarantor of the Guarantor's o Insurance on the date of receipt of written n</li> <li>(7) shall survive the termination of the Reputation</li> </ul>	ors and assigns to BMO Insurance and it Guarantor by written notice to BMO Insura bligations under this Guarantee for any am	nce at its head office. Termination shall no nounts owed by the Representative to BMC
BMO Insurance. 2. BMO Insurance shall not be bound to exhaust its n	ecourse against the Representative before b	peing entitled to payment from the Guaranto
of any amounts owed. 3. BMO Insurance may grant time, renewals, extension respect to any amounts owed as BMO Insurance m Guarantor under this Guarantee.		
4. Any demand for payment may be mailed to the Gu have been deemed to be made from the date of mailing		n to BMO Insurance and such demand shal

SIGNED, SEALED AND DELIVERED a	this	day	y of , :	20
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Guarantor

Witness

# BMO (A) Insurance

## SCHEDULES OF COMMISSIONS

#### SCHEDULE 'A' COMPENSATION PAYMENT RULES

#### 1. FIRST YEAR COMMISSION (ANNUALIZED)

On premiums for the first policy year received by BMO<sup>®</sup> Insurance, the Representative shall receive First Year Commission at rates determined from the Schedules of Commission provided that, on premiums payable more frequently than annually, no commission shall be paid in respect of that part of the premiums charged because premiums are so payable.

#### 2. JUMBO CASES

BMO Insurance shall have the right to limit the amount of annualized commission to be advanced on any one insurance policy. Such limitations shall be applied to those insurance policies where annualized first year commissions exceed a maximum level as determined from time to time by BMO Insurance.

#### 3. RENEWAL COMMISSION

On premiums for subsequent policy contract years the Representative shall receive Renewal Commission at rates determined from the "Schedules of Commission".

#### 4. SERVICE COMMISSION

Service Commission on individual life and health insurance products and annuity contracts is a continuing payment to compensate a licensed agent of record for service to a BMO Insurance policy owner on BMO Insurance insurance products for meeting their future needs.

#### 5. VESTING

First year commissions and renewal commissions vest immediately for life in the name of the individual or company. Service fees do not vest.

#### 6. CHARGEBACK RULES

First year commission paid to the Representative for insurance policies shall be subject to a chargeback to the Representative's account for the number of months following the date of issue, as specified for that policy in the Schedule of chargeback rules. If, during that period, the policy ceases to be in force, the amount of the chargeback depends on the number of months that the policy has been in force and will be equal to that first year commission multiplied by the appropriate percentage detailed in the Schedule of chargeback rules. The Representative agrees that any amounts charged back to him under this section shall be a debt due BMO Insurance by the Representative.

#### 7. EXTRA PREMIUMS

No commission will be allowed on interim (Temporary) term premiums, on temporary extra premiums payable for less than five (5) years, on a flat extra premium for residence or for military or aviation service, on premiums waived by BMO Insurance, or on the extra premium charged to cover the extra mortality expected on products other than renewable term and Personal Accident Insurance issued on a substandard basis.

#### 8. REINSTATEMENTS

If a contract issued on an application received through the Representative lapses and is not reinstated within a period of three months from the due date of the unpaid premium, the Representative shall have no further interest of any kind in the said contract if it is revived after the said period of three months unless the reinstatement is effected by him personally. When any insurance policy written under this Agreement is renewed, changed or converted to another form, and/or transferred to another Territory, all compensation payable, if any, pursuant to the "Schedules of Commission" shall be in accordance with BMO Insurance 's rules in effect at that time.

#### 9. CONTRACT OPTIONS

No commission or other remuneration of any kind shall be payable in respect of a contract issued by virtue of a conversion option contained in a Group Life contract or, except as herein provided, in respect of any contract issued by virtue of a guarantee or settlement option contained in a contract. However, commission as per the "Schedules of Commission" shall be payable on insurance contracts issued by virtue of any other option contained in any of BMO Insurance's insurance contracts or supplementary benefits. BMO Insurance reserves the right to change the "Schedules of Commission" in whole or in part, at any time by giving 30 days written notice to the Representative. The new rates, policy years, rules and conditions will apply as set forth in the "Schedules of Commission" to all business written subsequent to the effective date of such change. Commission for any policy plan not listed in the "Schedules of Commission" shall be as determined by BMO Insurance.

#### **10. SUPPLEMENTARY BENEFITS**

Commission on additional premiums for supplementary benefits shall be at the same rate as that applicable to the basic insurance contract unless the benefit is available as a separate contract in which case the commission will be at the same rate as that payable under a separate life insurance contract for comparable coverage.

#### **11. AGENT OF RECORD**

The Representative will have no claim for commissions on any business unless his name appears on the insurance application. In the case of any policy issued by BMO Insurance on an insurance application secured by the Representative with the assistance of another Representative, whose name also appears on the insurance application, the commissions on such policy shall be divided equally between such Representatives unless the Representatives and BMO Insurance have agreed in writing upon some other division.

#### **12. RETURN OF PREMIUM**

If BMO Insurance shall for any reason cancel an insurance contract and return the premium or premiums or any part thereof, or if BMO Insurance shall return any premium or premiums or any part thereof paid in advance of the due date thereof, the Representative shall pay to BMO Insurance any commission credited to him in respect of the amount returned and the Representative agrees that any such commission shall be a debt due BMO Insurance by the Representative.



#### **13. RETURN OF EXCESS COMMISSION**

If any amount shall have been credited to the Representative in excess of the amount provided by the terms of this Agreement, the Representative shall repay such excess to BMO Insurance and the Representative agrees that such excess shall be a debt due BMO Insurance by the Representative.

#### **14. REPLACEMENT OF CONTRACTS**

Where an insurance contract replaces another insurance contract on the same life for which first year commission has already been paid, the current "Schedules of Commission" shall not be used to determine the amount of the first year commission, if any. However, where the annual premium under the new insurance contract exceeds that which was payable under the replaced insurance contract, the total amount of the first year commission on the new insurance contract shall not be less than the first year commission which would be payable according to the current attached "Schedules of Commission" on the excess premium. Where the replacing insurance contract is a single premium contract no commission will normally be payable. An insurance contract shall conclusively be deemed to be replaced if within one year before or after the date of the application for a new insurance contract, the insurance contract lapses or is surrendered or if either the Paid-up or Extended Term Insurance Option is exercised, or if the insurance contract is changed at the request of the insure and the premium thereby reduced.

#### 15. AGES 65 AND OVER

For individual insurance issued over age 65, if the premium on any policy or plan is greater than the corresponding single life premium at age 65, commission is based on the age 65 premium.



## **DIRECT DEPOSIT INFORMATION**

Please submit this form to: Agency Services Department

New Request Change in Banking Information	Cancellation	Effective Date (dd/mm/yyyy)	//
Representative Name:	Broker Code	(s):	
Business Address:	City	Province	Postal Code
Business Phone:	Email Addres	is:	

#### Banking Information - \*\* The

* NATIONAL BEST FINANCIAL NETWORK 002 #130, 3025 - 12 Street NE
Calgary AB, T2E-7J2 DATE 2 0 Ph: (403) 590-4500 Fx: (877) 904-7715
PAY to\$\$
DOLLARS
RE PER PER PER
"002" 1:06089-0041: 0608-5251255"

Bank Name:							
TD Canada Trust	(All commissions [FYC & Bonuses] are assigned and Paid to National Best Financial Network Directly)						
Bank Address:			City		Province	Postal Code	
109, 77 Castleridge Blvd. NE		Calgary		AB	T3J-0J8		
Account Type:	Bank #	Trans	Transit # (5 digits) Accou		count #		
Checking	004	060	89	0608525	06085251255		

#### Authorizations

I/We authorize BMO Life Assurance Company (BMO Insurance) to make deposit payments directly to the account described above. This authorization is valid until notice to cancel is received in writing by BMO<sup>®</sup> Insurance. BMO Insurance reserves the right to reverse any deposit made to your account in error.

Representative Signature

Date (dd/mm/yyyy) \_\_\_\_/

### **BMO Insurance Privacy and Confidentiality Notice**

BMO Insurance from time to time will request personal information in respect of your Representative Agreement and will use this information to ensure our records are up to date. BMO Insurance will also use and collect additional information from third parties to ensure your Representative file is complete. BMO Insurance will keep your information in a file in its offices and will not disclose information in that file except to those BMO Insurance employees, agents, its affiliates, and administrators who need access in order to administret the terms of your Representative Agreement and to provide you with marketing and administrative support. You may request, upon presentation of proper identification and proof of entitlement, to review and if appropriate, correct your personal information in our possession by writing to: **Privacy Officer, BMO Life Assurance Company , 60 Yonge Street, Toronto, Ontario, Canada M5E 1H5** 

## Head Office Use

Head Office Administrator

Date completed (dd/mm/yyyy) / /

BMO Life Insurance

To Whom It May Concern:

By this letter I, \_\_\_\_\_\_ assign all of my BMO Life compensation, F.Y.C. and Bonus, to National Best Inc. o/a National Best Financial Network, Code E000004708.

Signature of Broker

Date

By this letter National Best Inc. o/a National Best Financial Network, as assignee, accepts all the compensation, F.Y.C. and Bonus, for the above broker.

Signature of Assignee

Date