



Section A – Advisor Information (please complete all fields in this section)

First, Middle, Last Name _____

Advisor Code _____ Advisor SIN _____

Marketing Director Name, Code _____

Marketing Director email address _____

Do you have a mutual fund license? ☐ Yes ☐ No

Section B

CONTRACTING REQUIREMENT CHECKLIST

- ☐ Applicant must complete WFGIA agreement on-line at Mywfg.com through the BOSS tool
- ☐ *ivari's* Advisor Screening Questionnaire DCC1704
- ☐ *ivari's* Market Intermediary Agreement (MIA)
- ☐ Errors and Omission Application Form
- ☐ Original Police Clearance
- ☐ WFG's Outside Business Activities Disclosure Form (OBA)
- ☐ WFIA Supervision Agreement
- ☐ LLQP exam marks result

OTHER CONTRACTING REQUIREMENTS (If applicable)

- ☐ Details of Criminal Conviction
- ☐ Photocopy of Work Permit if SIN no. starts with '9'
- ☐ Photocopy of Bankruptcy Discharge or Certificate of Full performance for Consumer Proposal

LICENSING REQUIREMENTS CHECKLIST

| | AB | BC | MB | NB | NS | ON | PQ | SK | YT | NF | PEI | NU |
|-------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| License Application Form | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| License Fee | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Photocopy of a valid Photo ID | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | |

1. Original paper license application, police clearance and license fee are required for all provinces except ON.



WORLD FINANCIAL GROUP
INSURANCE AGENCY
OF CANADA INC.

OUTSIDE BUSINESS ACTIVITY DISCLOSURE

DEFINITION

Any activity, whether securities related or non-securities related in which a registered representative engages and results in compensation, either directly or indirectly. This includes personal financial dealings with clients.

INSTRUCTIONS

Initial and on-going disclosure of any and all outside business activities must be provided to the Registrations Department by every active or pending representative prior to participating prior to participating. The disclosure form should be forwarded to the branch manager for review. The branch manager must agree with the representative's participation in the outside business activity ("OBA") before approval is granted. If WFG approves the OBA, a copy of the approval will be send to the representative and a copy to the branch manager.

If your OBA is approved, you will be required to have all WFG clients sign a WFG Approved Disclosure Letter. This disclosure letter must include a detailed explanation to the client on how identified conflicts of interest are addressed and that your involvement in this OBA has no affiliation to WFG and is not a business of WFG. For Life Licensed Agents, we remind you of your obligation to provide all new life insurance clients with the advisor disclosure document mandated by provincial insurance regulators.

Please note, failure to provide honest and complete information could result in disciplinary actions which may include sanctions, fines and termination from WFG. In determining whether to approve or decline outside business activities WFG will consider these issues in addition to evaluating the nature of the outside business activities, increased exposure to complaints, litigation against WFG and WFG's capability to meet supervisory obligations.

QUESTIONNAIRE

| | |
|-----------------------------|-------------|
| Representative's Last Name: | Agent Code: |
|-----------------------------|-------------|

| | |
|------------------------------|-------------------------------|
| Representative's First Name: | Representative's Middle Name: |
|------------------------------|-------------------------------|

| | |
|-----------------------------|-------------|
| Branch Manager's Last Name: | Agent Code: |
|-----------------------------|-------------|

| | |
|------------------------------|-------------------------------|
| Branch Manager's First Name: | Branch Manager's Middle Name: |
|------------------------------|-------------------------------|

| | |
|---|--|
| Are you involved in any OBA? (If yes, please provide your occupation below: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|

What is the name of your Employer, Company, Entity or Business Venture?

Complete Business Address:

Name and Title of Immediate Supervisor:

When did you become affiliated with this OBA? (Provide Day, Month and Year)

Describe your title, position, function and responsibilities:

| | |
|--|--|
| Hours per week: <input type="checkbox"/> 40 <input type="checkbox"/> 30 <input type="checkbox"/> 20 <input type="checkbox"/> 10 Other: | <input type="checkbox"/> Salary <input type="checkbox"/> Commission <input type="checkbox"/> Overrides <input type="checkbox"/> Referral Fees Other: |
|--|--|

| | |
|---|--|
| Are there marketing materials, sales literature or business cards from this OBA attached? (If no please describe) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|

| | |
|---|--|
| Is this a Multi-Level Marketing Program (If yes, what are you selling?) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|

| | |
|---|--|
| Have you discussed this OBA or recruited WFG Associates to this OBA? (If yes, please provide names) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|

| | |
|---|--|
| Have you, or will you be discussing your affiliation with any WFG Clients? (If yes, please provide names) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|

| | |
|--|--|
| Have you marketed, solicited or sold the products and services of this compnay to any WFG Associates or Clients? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

ACKNOWLEDGEMENT

WFG requires all outside business activities to be approved prior to your involvement as an agent of WFG. If you do not receive written approval from WFG you are prohibited from having any affiliation with the company/entity identified regardless of its activities, revenues or purpose.

I have read and understand the statement above.

☐ Yes ☐ No

Representative Signature:

Date: DD / MM / YYYY

Branch Manager Signature:

Date: DD / MM / YYYY

OFFICE USE ONLY

Date Received: DD / MM / YYYY

Date Reviewed: DD / MM / YYYY

Reviewer Name & Title:

Approved:

☐ Yes ☐ No

Notes:

Signature:

Date: DD / MM / YYYY

WFG Advisor Information Form 2015.2016

World Financial Group sponsored Professional Liability Program

In order to qualifying for this coverage you must meet the following criteria:

- Advisor must be contracted with World Financial Group Insurance Agency of Canada Inc. /Agence d'Assurance Groupe Financier Mondial du Canada Inc. and/or WFG Securities of Canada Inc. /WFG Valeurs Mobilières du Canada Inc. and/or World Financial Group/Groupe Financier Mondial WFG and/or WFG Securities Inc. /WFG Valeurs Mobilières Inc.
- Advisor must carry a valid Life and/or Mutual Fund License

Coverage under this policy is provided on a "claims made and reported" form. Therefore, this policy does not provide coverage for previously existing claims or known circumstances which are expected to give rise to a claim. It is strongly recommended that you report any previously existing claims or known circumstances which are expected to give rise to a claim to your existing Insurance Company, if applicable. Failure to act on this recommendation could result in the denial of coverage. Reporting a claim or claim circumstance on this form does not constitute reporting a claim or claim circumstance to your existing Insurance Company.

Section 1. Advisor information:

WFG Agent Code _____ Branch Code _____

First name _____ Middle initial _____ Surname _____

Branch Mailing address _____

City _____ Prov. _____ Postal code _____

Cell/Mobile no. _____ Land line no. _____

Fax _____ Email _____

Section 2. Licensing information:

| Type of license | Province where licensed – Check all boxes that apply | | | | | | | |
|--|--|-----------------------------|------------------------------|---|-----------------------------|-----------------------------|---|--|
| Life insurance (including segregated funds) | <input type="checkbox"/> AB | <input type="checkbox"/> BC | <input type="checkbox"/> NB | <input type="checkbox"/> NL | <input type="checkbox"/> NS | <input type="checkbox"/> NT | <input type="checkbox"/> NU | |
| | <input type="checkbox"/> MB | <input type="checkbox"/> ON | <input type="checkbox"/> PE | <input type="checkbox"/> QC | <input type="checkbox"/> SK | <input type="checkbox"/> YK | <input type="checkbox"/> Not Applicable | |
| Accident and sickness | <input type="checkbox"/> AB | <input type="checkbox"/> BC | <input type="checkbox"/> NB | <input type="checkbox"/> NL | <input type="checkbox"/> NS | <input type="checkbox"/> NT | <input type="checkbox"/> NU | |
| | <input type="checkbox"/> MB | <input type="checkbox"/> ON | <input type="checkbox"/> PE | <input type="checkbox"/> QC | <input type="checkbox"/> SK | <input type="checkbox"/> YK | <input type="checkbox"/> Not Applicable | |
| Mutual funds* | <input type="checkbox"/> MFDA | | <input type="checkbox"/> AMF | <input type="checkbox"/> Not Applicable | | | | |

Does the Advisor require evidence of insurance?

☐ Yes ☐ No



Supervision Agreement

Agent Name

Agent Code

- Comply and follow the policies and procedures as outlined in the WFGIA Insurance Guide.
- Any inquiries sent to you from the WFGIA Compliance Department must be responded to as per the deadline provided.
- All Field Advertising Request Forms must be submitted to the WFGIA Compliance Department for review and approval.
- Any requests for copie(s) of Financial Needs Analysis (FNA) for any of your insurance clients must be complied with accordingly and submitted to the WFGIA Compliance Department.
- Any mandatory requests related to any required WFGIA Compliance Training must be completed by the referenced deadline of completion.
- Submit all segregated fund transactions to the WFGIA Compliance Department for review and approval. Transaction documentation must consist of the following:
 - Original Documents.
 - Updated KYC or verification that KYC information on file is current.
 - Copy of the Financial Needs Analysis (FNA)
 - Fully executed trade documentation.
- Please be advised that attempts to have transactions placed prior to (or without) receiving the required WFGIA Compliance Department approval will be reviewed and may result in further disciplinary action. This includes all transactions placed directly with the fund company.
- Your current office location is the _____, _____ Office located at
(Enter City) (Province)

(Enter Street)
_____, _____
(Enter City) (Enter Province) (Enter Postal Code)

All life insurance related business is to be conducted out of this location. **All mail correspondence will continue to be directed to the office location.**



WORLD FINANCIAL GROUP
INSURANCE AGENCY
OF CANADA, INC.

Supervision Agreement

I, _____ agree , understand that if there is any evidence that there has been any
(Agent Name)

disregard, contradiction or violation of regulatory rules, requirements, or legislation or WFGIA internal contracts, policies or procedures that further disciplinary action will be considered.

I am aware the letter of undertaking agreement can be terminated at any time to the discretion of World Financial Group Insurance Agency of Canada Inc.

I understand that by signing this Agreement, I am agreeing to abide by all set conditions and requirements.

Code

Agent Signature

DD MM YYYY

Date

Instructions to Advisors

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

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

This questionnaire is made up of standard CLHIA questions, *ivari* Supplementary Questions, a Declaration and a Consent and Authorization. Failure to answer all questions, except for Question 4 about your Social Insurance Number (SIN), and complete the Declaration and Consent and Authorization may delay or adversely affect your application. Providing your SIN at this stage is optional and intended to streamline the contracting process.

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

Where additional details must be provided to fully answer a question or explain the answer, these should be provided on the Additional Information page. Care should be taken to ensure that any details in Additional Information clearly identifies the question to which it is responding.

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

In the Consent and Authorization, you agree to specific steps that the Managing General Agency and *ivari* may take to verify your answers and/or obtain additional information.

General Information

- 1 Name: Mr. Mrs. Ms Miss _____
(first, middle and last name)
Name of Firm (if different): _____
- 2 Home address and contact information:
Address: _____ Unit/Suite: _____
City: _____ Province: _____ Postal Code: _____
Phone: _____ E-mail Address: _____
- 3 Previous addresses in the last 5 years:
Most recent: Address: _____ Unit/Suite: _____
City: _____ Province: _____ Postal Code: _____
Previous: Address: _____ Unit/Suite: _____
City: _____ Province: _____ Postal Code: _____
- 4 Social Insurance Number: _____
- 5 Are you legally entitled to work in Canada? Yes No
- 6 Driver's Licence Number: _____
- 7 Date of Birth: DD / MM / YYYY

WFG Advisor Screening Questionnaire

Business Information

8 WFG Branch Contact Information:

Address: _____ Unit/Suite: _____

City: _____ Province: _____ Postal Code: _____

Advisor Business E-mail Address: _____

Phone: _____ Fax: _____

9 Previous business addresses in the last 5 years:

Most recent: Address: _____ Unit/Suite: _____

City: _____ Province: _____ Postal Code: _____

Previous: Address: _____ Unit/Suite: _____

City: _____ Province: _____ Postal Code: _____

10 Have you ever used, or been known by, any other name than your legal name? Yes No
If **“Yes”**, list other personal or business names used in the financial services industry in the last 5 years.

CORPORATION, BUSINESS STYLE, TRADE NAME OR PARTNERSHIP

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

Individual Agent

Corporation: Full Legal Corporate Name _____

Partnership: Full Legal Name _____
(first, middle and last name)

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

Independent Representative

Representative attached to a Firm: Full Legal Name _____
(first, middle and last name)

Independent Partnership: Full Legal Name _____
(first, middle and last name)

Firm: Full Legal Name: _____

WFG Advisor Screening Questionnaire

References

13 Provide three business references:

Name & Title: _____
(first, middle and last name)

Company Name: _____

Phone: _____ E-mail: _____

Name & Title: _____
(first, middle and last name)

Company Name: _____

Phone: _____ E-mail: _____

Name & Title: _____
(first, middle and last name)

Company Name: _____

Phone: _____ E-mail: _____

Formal Education and Designations

14 Highest education level attained:

Elementary School

Secondary School

CEGEP:

Institution: _____

University or College:

Degree/Diploma: _____

Institution: _____

Post Graduate:

Degree/Diploma: _____

Institution: _____

15 Do you have any designations?

Indicate year attained:

FLMI yr. _____ CLU yr. _____ CH.F.C. yr. _____ RFP yr. _____ CFP yr. _____

Any other Professional Designation(s):

_____ yr. _____

_____ yr. _____

_____ yr. _____

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

Other Business Affiliations

16 Do you conduct, or are you associated with, any other business? Yes No

If "Yes," provide details, including name, location and nature of business on the Additional Information page.

17 Are you a partner, officer or director or in a non-arms length relationship with any other business? Yes No

If "Yes," provide details, including name, location and nature of business on the Additional Information page.

18 Are you currently employed in any other capacity not already identified in this questionnaire? Yes No

If "Yes," provide details, including name, location and nature of business on the Additional Information page.

Insurance Companies

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

| NAME OF INSURANCE COMPANY | ARE YOU STILL ASSOCIATED WITH COMPANY? | | YEAR ASSOCIATION BEGAN | LINES OF BUSINESS | | | APPROXIMATE TOTAL PREMIUMS FOR LIFE PRODUCTS (IF KNOWN) |
|---------------------------|--|----|------------------------|-------------------|--------|-------|---|
| | Yes | No | | Life/A&S | Wealth | Other | |
| | Yes | No | | Life/A&S | Wealth | Other | |
| | Yes | No | | Life/A&S | Wealth | Other | |
| | Yes | No | | Life/A&S | Wealth | Other | |

Personal Profile

- 20** Have you ever been under any legal order to make monetary payments to another person or business entity, including spousal support? Yes No
If "Yes," provide details on the Additional Information page.
- 21** Are your wages or compensation currently garnished or have you ever had your wages or compensation garnished? Yes No
If "Yes," provide details on the Additional Information page.
- 22** Are you currently indebted to any insurer or MGA or other financial services company? Yes No
If "Yes," specify name of creditor, anticipated duration of debt, existing amount, when debt commenced, repayment schedule, conditions for repayment on the Additional Information page.
- 23** Answer each of the following five questions about bankruptcy or insolvency.
a) Have you ever been declared bankrupt? Yes No
b) Have you ever made a voluntary assignment into bankruptcy? Yes No
c) Have you ever made a consumer proposal under any legislation relating to bankruptcy or insolvency? Yes No
d) Are you currently an undischarged bankrupt? Yes No
e) Are you currently a conditionally discharged bankrupt? Yes No
If "Yes," to any of these questions, include trustee's name and address, location of bankruptcy filing, Assignment of Bankruptcy or Receiving Order, Statement of Affairs, and an explanation as to the circumstances of the bankruptcy or proposal on the Additional Information page.
- 24** Have you ever been a controlling shareholder, or officer of a corporation that was declared bankrupt, or placed in receivership, or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or is currently not discharged or conditionally discharged? Yes No
If "Yes," include trustee's name and address, location of bankruptcy filing, Assignment of Bankruptcy or Receiving Order, Statement of Affairs, and an explanation as to the circumstances of the bankruptcy, receivership or proposal on the Additional Information page.
- 25** Has any partnership or corporation, of which you are or were at the time of such event a partner, officer, director or a controlling shareholder, ever pleaded guilty or been found guilty of an offence under any law of any province, territory, state, or country, or is any such partnership or corporation currently the subject of an investigation or other charges? Yes No
If "Yes," provide details on the Additional Information page.
- 26** Have you ever pleaded guilty or been found guilty of an offence under any provincial or federal law in Canada or any other country, for which you have not been pardoned? Yes No
If "Yes," provide details on the Additional Information page.
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.
- 27** Are you currently the subject of any charges described in Q. 26? Yes No
If "Yes," provide details on the Additional Information page.

WFG Advisor Screening Questionnaire

- 28** Have you or, if incorporated, the corporation ever been refused registration or a licence under any legislation which required registration or licensing to deal with the public in any capacity (eg. insurance agent, RIBO broker, mutual funds salesperson, securities dealer, motor vehicle dealer) in any province, territory, state, or country; or have you held such a license and been the subject of a disciplinary proceeding? Yes No
If **"Yes"**, provide details including specific sanctions and/or penalties imposed on the Additional Information page.
- 29** Have you ever been disciplined by a regulator in any sector of the financial services industry? Yes No
If **"Yes"**, provide details including specific sanctions and/or penalties imposed on the Additional Information page.
- 30** Are you or, if incorporated, the corporation currently being investigated by a regulator in any sector of the financial services industry? Yes No
If **"Yes"**, provide details on the Additional Information page.
- 31** Have you ever been terminated or resigned, or had any contracts cancelled which you held with any financial services company because you were accused of violating insurance or investment related statutes, regulations, rules, or industry standards of business conduct? Yes No
If **"Yes"**, provide details on the Additional Information page.
- 32** Are you currently, or is there any reason to believe that in the future you will be, under any legal restriction or impediment which would prevent you from lawfully carrying on the business of insurance agent or broker? Yes No
If **"Yes"**, provide details on the Additional Information page.
- 33** Are you or, if incorporated, the corporation currently involved in any unresolved client complaints? Yes No
If **"Yes"**, provide details on the Additional Information page.
- 34** Are you licensed as mortgage broker or real estate agent? Yes No
If **"Yes"**, provide details on the Additional Information page.

35 Licenses/Registrations Currently Held

| *TYPE OF LICENSE | YEAR LICENCE FIRST ISSUED | ANY INTERRUPTIONS IN LICENSING? IF "YES", GIVE DETAILS IN ADDITIONAL INFORMATION | LICENSE NUMBER | LEVEL (IF APP.) | PROV. OR TERR. | EXPIRY/ RENEWAL DATE | SPONSOR OR DEALER |
|------------------|---------------------------------|--|----------------|--------------------|----------------------|----------------------|-------------------|
| | | Yes No | | | | MM / YYYY | |
| | | Yes No | | | | MM / YYYY | |
| | | Yes No | | | | MM / YYYY | |
| | | Yes No | | | | MM / YYYY | |
| | | Yes No | | | | MM / YYYY | |
| | | Yes No | | | | MM / YYYY | |

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

Regulatory Compliance

- 36** Do you have Errors and Omissions Insurance Coverage? Yes No
If **"No"**, provide an explanation on the Additional Information page.
Please attach a copy of your E&O certificate.
- 37** Has any policy or application for errors and omissions insurance on your behalf ever been declined, cancelled or renewal refused? Yes No
If **"Yes"**, provide an explanation on the Additional Information page.
- 38** Do you have written and up-to-date privacy compliance policies and procedures? Yes No
If **"No"**, provide an explanation on the Additional Information page.
- 39** Do you have written anti-money laundering/anti-terrorist financing policies and procedures? Yes No
If **"No"**, provide an explanation on the Additional Information page.
- 40** Do you have a standard advisor disclosure statement related to managing conflicts of interest that you provide to clients? Yes No
If **"No"**, provide an explanation on the Additional Information page.
- 41** Have you incorporated needs-based sales practices in your business? Yes No
If **"No"**, provide an explanation on the Additional Information page.

42 Which province are you applying for license: _____

Are you applying for a: New License Renewal Reinstatement Transfer of Sponsor Non-Resident

43 Have you passed your LLQP exams? Yes No

If non-resident, please state the province where you have completed your life and accident and sickness exams _____

44 Have you ever been declined sponsorship? Yes No

SPONSOR INFORMATION *(if applicable)*

45 a) Current sponsoring insurance company name:

b) Indicate your reasons for the change of sponsorship.

c) Have you changed sponsors in the last five years? Yes No

If **"Yes"**, please indicate the reasons for the change on the Additional Information page.

d) List the names of your sponsoring companies over the last five years:

Name: _____ Dates: from DD / MM / YYYY to DD / MM / YYYY

Name: Dates: from / / to / /

Name: Dates: from / / to / /

Additional Information

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

[illegible]

Additional Information

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Declaration

I expressly hereby declare that the information I have provided in this application form is complete and accurate in every respect, as of the date of signing. I agree that World Financial Group Insurance Agency of Canada Inc., (hereinafter "WFG") its authorized agent or *ivari* (hereafter "*ivari*") 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 WFG and *ivari*. I understand and agree that I must execute and deliver the enclosed consent and authorization to WFG and a copy will be given to *ivari*.

I agree to notify and provide updated information to WFG and/or *ivari* 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 a producer with WFG and *ivari* or result in the subsequent termination for cause of my business relationship with WFG and *ivari*.

Name of Applicant (*first, middle and last name*)

Date: DD / MM / YYYY

Signature of Applicant

Consent and Authorization

To whom it may concern:

I have applied through World Financial Group Insurance Agency of Canada Inc. ("WFG") to *ivari*, (hereafter both companies are referred to as the "Organizations") 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 Organizations. 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 Organizations and/or its authorized agent(s).

I hereby authorize and direct you to release to the Organizations information contained in your files concerning my employment, my business records, my education record, my credit record and any other personal information.

I specifically authorize the Organizations to:

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

I understand that the Organizations will establish a file concerning my application or a contract and subsequent performance and that all information contained in this file will be consulted by the Organizations' 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 Organizations' 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 authenticity as the original.

I understand that the Organizations may, from time to time, retain the services of third parties to assist in administering this Application and related agreements ("Third Party Administrators"). I understand and consent to the Organizations disclosing my personal information to such Third Party Administrators. I further understand that these Third Party Administrators will use my personal information only for the purposes of providing services to the Organizations and no other purposes.

I further authorize the Organizations to use my Social Insurance Number together with other personal information for purposes of Income Tax reporting and for the investigations set out in this Consent.

I release and agree to hold the Organizations and its authorized agents harmless from any and all liability that may arise from or as a consequence of any of the processes set out herein.

_____, signed at _____ this DD / MM / YYYY
Name of Applicant (first, middle and last name)

_____, Date of Birth: DD / MM / YYYY
Signature of Applicant



500-5000 Yonge Street, Toronto, ON M2N 7J8 • Telephone: 1-888-288-2588 • Fax: 416-883-5846

Market Intermediary Agreement

THIS AGREEMENT is made BETWEEN:

ivari

(hereinafter referred to as “*ivari*”)

— and —

(hereinafter referred to as the “Market Intermediary”).

WHEREAS the Market Intermediary wishes to act as an agent of the National Managing General Agent (hereinafter referred to as “National MGA”) named below for the purpose of soliciting applications for insurance offered by *ivari*;

AND WHEREAS the consent of *ivari* is necessary for any person to solicit such applications;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of *ivari* providing such consent to the Market Intermediary, the Market Intermediary hereby acknowledges and agrees as follows:

1 Acknowledgement of Status; Limitation of Authority

- 1.1 The Market Intermediary hereby acknowledges and agrees that he is an agent of
WORLD FINANCIAL GROUP INSURANCE AGENCY OF CANADA INC.
(the “National MGA”), S.A. No. 997430 , for the purpose of soliciting applications for insurance then offered by *ivari*, and *ivari* hereby consents to the Market Intermediary soliciting such applications. The Market Intermediary further acknowledges and agrees that, to the extent that the law allows, he is not an agent or broker of *ivari*. The Market Intermediary shall not submit any *ivari* application for insurance to *ivari* directly but, rather, shall submit all such applications to the National MGA and to no other person.
- 1.2 The Market Intermediary may solicit such applications only in the province of _____ and only during such time as both *ivari* and the National MGA continue to be duly licensed by the appropriate regulatory authorities in such province. The Market Intermediary represents that its license or certificate to sell life insurance in such province bears identification number _____ , and the Market Intermediary agrees to advise *ivari* of any change in such number forthwith thereafter.
- 1.3 The authority of the Market Intermediary is limited to that expressly granted in this Agreement, and without limiting the generality of the foregoing, the Market Intermediary is not authorized to and shall not
 - a) bind or commit *ivari* in any way to any other person or incur any debt liability or other obligation on behalf of *ivari* to any other person,
 - b) accept insurance risks on behalf of *ivari* or determine the insurability of any person,
 - c) supplement, delete from, cancel or otherwise alter, modify or amend any application, policy, rider, endorsement, or other *ivari* document or agreement of any kind, whether prior or subsequent to execution,
 - d) waive any of *ivari*’s rights or requirements or waive any forfeiture,
 - e) pay any premium to *ivari* without first being paid the amount thereof by a person entitled at law to make such payment, or extend the time for the payment of, or waive the requirement for payment of, any premium or portion thereof, or quote rates of premium other than those published by *ivari* and then in effect,
 - f) issue, use or allow to be distributed or published, any brochure, advertisement or other matter in any way related to *ivari* or its products without the prior written consent of a duly authorized officer of *ivari*,

- g) misrepresent the terms and conditions of any insurance policy or product offered by or distributed through *ivari* (including, without limitation, any application therefor) whether through illustration or otherwise, or misrepresent the information contained in any *ivari* information folder, circular or other instrument,
- h) commence or institute any legal proceedings on behalf of *ivari*, or
- i) accept or admit service of any legal process or document on behalf of *ivari*.

2 Term

- 2.1 This Agreement shall take effect on and as of the date first above written and shall continue in force thereafter until it is terminated pursuant to section 10 thereof.

3 Obligations of the Market Intermediary

- 3.1 **Compliance with Law:** The Market Intermediary shall at all times comply with
- a) all laws, statutes, rules and regulations of each jurisdiction to which the Market Intermediary is subject,
 - b) all rules, regulations, guidelines and other requirements of each regulatory, administrative or governmental authority or self-regulatory body to whose jurisdiction the Market Intermediary is subject or of which the Market Intermediary is a member, and
 - c) all court orders,
- which are in any way related to or connected with the conduct of the Market Intermediary's business, the solicitation of insurance applications, the giving of financial advice or this Agreement.
- 3.2 **Compliance with *ivari*'s Rules and Regulations:** The Market Intermediary shall at all times comply with all then current rules, regulations and other requirements of *ivari* as may from time to time be communicated to him by or on behalf of *ivari*, to the extent, however, that such rules, regulations and requirements do not conflict with the provisions of this Agreement. Such rules, regulations and other requirements shall be deemed to be incorporated into and form a part of this Agreement.
- 3.3 **Licences:** Without in any way limiting the generality of subsection 3.1 of this Agreement, the Market Intermediary shall apply for and maintain in effect, any and all licences and certificates required by any applicable law and any applicable regulatory, administrative or governmental authority or self-regulatory body to whose jurisdiction the Market Intermediary is subject or of which the Market Intermediary is a member, and to supply *ivari* with a copy of same immediately following receipt thereof by the Market Intermediary.
- 3.4 **Collection and Remittance of Premiums:** All monies, cheques and securities received or collected by the Market Intermediary for or on behalf of *ivari* shall be deemed to have been received and shall be held by the Market Intermediary in trust for *ivari*. The Market Intermediary covenants and agrees that such funds shall not be used by the Market Intermediary for any purpose whatsoever, shall be kept completely separate from his own or other funds, and shall be immediately forwarded or paid to *ivari* without any deduction or set-off whatsoever. The Market Intermediary shall upon request of *ivari*, provide *ivari* with a complete accounting of all such funds received by him.
- 3.5 **Books and Records:** The Market Intermediary shall keep regular, accurate and full records of all transactions relating to *ivari* and of all matters relating to this Agreement, and notwithstanding that this Agreement may have been terminated, all books of account, vouchers, correspondence, documents, files, records, and other information, whether in written or electronic form, in the possession, power or control of the Market Intermediary and relating to *ivari* or this Agreement, shall upon demand of *ivari*, be made available to *ivari* or its authorized representatives at all times during normal business hours for the purpose of examination. *ivari* or its authorized representatives shall have the right to make copies thereof, or require the Market Intermediary to provide such copies at *ivari*'s expense, and the Market Intermediary agrees to forthwith comply with such request. The Market Intermediary shall upon request furnish *ivari* and its authorized representatives with such information as they may from time to time request with reference to the said records and information.
- 3.6 **Return of Policies and Applications:** Upon demand by *ivari* or upon the termination of this Agreement, whichever shall first occur, the Market Intermediary shall deliver to *ivari* all undelivered policies, original applications, forms relating to policyholder service, and all other materials in connection with the determination of risk or the settlement of claims, whether in written or electronic form, in the possession, power or control of the Market Intermediary, which policies, applications, forms and other materials the Market Intermediary hereby acknowledges are the exclusive property of *ivari*.

- 3.7 **Return of Marketing and Other Materials:** Upon demand of *ivari* or upon the termination of this Agreement, whichever shall first occur, the Market Intermediary shall deliver to *ivari* all *ivari* marketing materials and all other information and materials of every kind and nature whatsoever, whether in written or electronic form, which were made available at any time to the Market Intermediary and which are in the possession, power or control of the Market Intermediary, which information and materials the Market Intermediary hereby acknowledges are the exclusive property of *ivari*.
- 3.8 **Additional Obligations:** The Market Intermediary shall act honestly and in good faith in his dealings with *ivari* and its policyholders and with the National MGA. The Market Intermediary shall not directly or indirectly:
- deliver any policy to an applicant or other person unless the first premium has been fully paid and delivery of the policy is made on or prior to the last day specified by *ivari* for the delivery of the relevant policy, and
 - induce or attempt to induce a policyowner to replace such policy except in accordance with the laws, statutes, rules, regulations, guidelines and requirements described in subsections 3.1 and 3.2 hereof.

4 Customer Non-Replacement

- 4.1 Where a Market Intermediary leaves the National MGA, *ivari* requires that where the former Market Intermediary chooses to replace an existing policy coded to the National MGA, the Market Intermediary must comply with all statutory obligations and relevant codes of conduct for ethical behaviour. *ivari* will require that the Market Intermediary complete the provincial replacement forms, as amended from time to time, and to demonstrate if asked that the replacement of the policy was in the best interest of the policyholder. If a policyholder notifies *ivari* in writing that their policy was replaced in a manner that was not in their best interest, or that they were asked to transfer servicing agents in a manner that suggests that they did not know they had a choice to maintain the servicing agent assigned to them, then *ivari* may decide to terminate the Market Intermediary contract on notice to the Market Intermediary, or for cause, depending upon the circumstances.

5 Associate Non-Recruitment

- 5.1 The Market Intermediary has made certain covenants to the National MGA that the National MGA may enforce. If the National MGA notifies *ivari* that the Market Intermediary is breaching its covenants with the National MGA with respect to non-recruitment and provides evidence in the form of a written letter from a current National MGA associate who has been recruited directly or indirectly by the Market Intermediary in contravention of the covenant, then *ivari* may decide to terminate the Market Intermediary Agreement on notice to the Market Intermediary, or for cause, depending upon the circumstances.

6 Independent Contractor

- 6.1 The parties hereto acknowledge and agree that the Market Intermediary carries on business independently and for his own account and is an independent contractor and not an employee or partner of *ivari*. Nothing contained herein shall operate or be construed as creating an employer and employee or partnership relationship between *ivari* and the Market Intermediary. The Market Intermediary may exercise his own judgement as to the time and manner in which he may perform the services required to be performed by him under this Agreement.

7 Compensation; Disputes

- 7.1 The Market Intermediary acknowledges and agrees that
- ivari* shall have no obligation whatsoever to pay any commission, bonus or other compensation of any nature whatsoever to the Market Intermediary in connection with this Agreement or the solicitation of any *ivari* applications by the Market Intermediary,
 - his sole recourse for any compensation in connection with the solicitation of *ivari* applications shall be to the National MGA, and
 - ivari* shall in no way be responsible or liable for
 - any compensation dispute which may occur between the Market Intermediary and the National MGA arising from the sale, issue or settlement of *ivari* policies, or
 - the enforcement of any agreement or understanding between the Market Intermediary and the National MGA whether or not related to compensation.

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- 7.2 Subsection 7.1 hereof shall apply notwithstanding the insolvency, bankruptcy or other circumstance of the National MGA.
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8 ivari's Other Rights

- 8.1 In addition to all of *ivari's* other rights under this Agreement, *ivari* in its sole discretion may at any time and from time to time do any of the following:
- a) modify or amend any policy form;
 - b) fix maximum and minimum limits on the amount for which any policy form may be issued;
 - c) modify or alter the terms and conditions under which any policy form may be sold or regulate its sale in any way;
 - d) discontinue or withdraw any product or policy form;
 - e) cease doing business in any part of Canada.
- 8.2 *ivari* may reject applications for insurance without specifying the reason therefore, or take up and cancel or rescind any policy for any reason and return the premium thereon or any part thereof.
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9 Litigation

- 9.1 Without the prior written consent of a duly authorized officer of *ivari*, the Market Intermediary shall not commence or threaten to commence any suit or other legal proceedings against any agent, broker or representative of *ivari*, or applicant to or policyholder of *ivari*, or any other third party upon any matter in any way connected with or related to the business of *ivari*. In the event of such suit or other legal proceedings, all costs, expenses and damages shall be borne by the Market Intermediary.
- 9.2 If any suit or other legal proceeding is brought against any of *ivari*, the Market Intermediary or the National MGA or any number of them jointly, by reason of any alleged act, fault or failure of the Market Intermediary in connection with his activities hereunder or in connection with any other business of *ivari*, *ivari* may require the Market Intermediary to defend such proceeding. However, at its sole option, *ivari* may defend any such proceeding and expend such sums, including legal and investigative fees, as *ivari* in its sole discretion may deem necessary or advisable. The Market Intermediary shall pay to *ivari* on demand any amount which may be recovered against *ivari* in any such proceeding and any legal fees and other expenses which may have been paid by *ivari* therein, except in those cases in which *ivari*, in its sole judgment, determines that the Market Intermediary has not been at fault and should not be held responsible.
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10 Termination

- 10.1 **Termination By Notice:** This Agreement may be immediately terminated with or without cause by either *ivari* or the Market Intermediary upon written notice to the other party. Such rights of termination shall not be restricted by the provisions for termination set forth in subsection 10.2 hereof.
- 10.2 **Automatic Termination:** This Agreement shall automatically terminate upon the occurrence of any one or more of the following events:
- a) the death of the Market Intermediary, if an individual;
 - b) the institution by or against the Market Intermediary of any formal or informal proceeding for the dissolution or liquidation of, or settlement of claims against or winding up of the affairs of the Market Intermediary, if the Market Intermediary is a corporation or partnership;
 - c) the suspension, revocation, non-renewal or other termination by any governmental or self-regulatory authority of any licence held by the Market Intermediary in respect of the solicitation of insurance policies or the giving of financial advice;
 - d) the expiry of the Market Intermediary's licence required pursuant to the terms of this Agreement;
 - e) the Market Intermediary ceasing for any reason to conduct business;
 - f) the bankruptcy or insolvency of the Market Intermediary; the filing against the Market Intermediary of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors of the Market Intermediary; the appointment of a receiver or trustee for the Market Intermediary or for any assets of the Market Intermediary or the institution by or against the Market Intermediary of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
 - g) the termination for any reason of *ivari's* agreement with the National MGA.
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11 Notices

- 11.1 Any notice, demand or other communication required or permitted to be given hereunder shall be in writing and may be given by serving, delivering, or sending same by facsimile or registered mail in Canada, postage prepaid, and such notice, demand or other communication shall be sufficiently given to *ivari* if addressed to it at its then current national head office. Such notice, demand or other communication shall be sufficiently given to the Market Intermediary if given as aforesaid, addressed to him at his last known address according to the records of *ivari*.

Any such notice, demand or other communication sent by facsimile shall be deemed to have been received by the addressee when the transmission is complete. Any such notice, demand or other communication sent by registered mail shall be deemed to have been received by the addressee on the fourth (4th) calendar day following the day on which such notice, demand or other communication was mailed, except that notices given by *ivari* pursuant to subsection 10.1 hereof shall be deemed to have been received on the date communication is deposited in the mail. Any such notice, demand or other communication served or delivered on the addressee shall be deemed to be received when actually served or delivered. During any actual or threatened postal dispute, registered mail shall not be used to convey any notices, demands or other communications.

12 General

- 12.1 **Entire Agreement:** With respect to its subject matter, this Agreement contains the entire understanding of the parties and supersedes and replaces all prior agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof provided, however, that all amounts, obligations and any other liabilities owing or incurred by the Market Intermediary to *ivari* pursuant to such prior agreements shall continue to be owing by the Market Intermediary to *ivari*.
- 12.2 **Modifications, Amendments, Waivers:** Save and except in the case of subsection 3.2 hereof where no such formality will be required, no modification, amendment, alteration, supplement to or waiver of this Agreement or any of its provisions shall be binding upon *ivari* unless it is made in writing, is duly signed by *ivari*, and expresses by its terms an intention to change this Agreement. Any such waiver shall apply only with respect to the specific instance involved and shall in no way impair the rights, remedies or powers of the party granting the waiver or the obligations of the other party in any other respect or at any other time. Any failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which may herein be provided, or to require at any time performance of the provisions hereof, or to exercise any right, remedy or power accruing to such party upon any breach or default of the other, shall in no way operate or be construed (a) to be a waiver of such provisions of this Agreement, (b) to impair such right, remedy or power, or (c) to be a waiver of such breach or default.
- 12.3 **Interpretation:** In this Agreement, “hereto”, “herein”, “hereby”, “hereunder”, “hereof”, and similar expressions refer to this Agreement and not to any particular article, section, subsection, paragraph, subparagraph, clause, subclause or any other portion of this Agreement. If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. Captions and section headings are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof. Unless the context otherwise requires, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders. The recitals hereto are deemed to form a part of this Agreement.
- 12.4 **Survival:** The provisions of sections 7 and 9, subsections 3.4, 3.5, 3.06 and 3.7, and clause 3.8 b) hereof and all provisions of this Agreement necessary to give effect to these, shall survive the termination of this Agreement and shall continue in full force and effect thereafter.
- 12.5 **Rights and Remedies Cumulative:** Each and every right and remedy that *ivari* may have under this Agreement shall be cumulative and shall be in addition to, and not in substitution for, any other right or remedy specifically granted in this Agreement or now or hereafter existing in equity, at law, by virtue of statute, or otherwise and every such right and remedy may be exercised by *ivari* from time to time concurrently or independently and as often and in such order as *ivari* may deem expedient.

Market Intermediary Agreement

- 12.6 **Language:** L'intermédiaire de marché a demandé que la présente entente et tous les documents qui s'y rapportent soient rédigés en langue anglaise. The Market Intermediary has requested that this Agreement and all related documents be drawn up in the English language.
- 12.7 **Assignment:** The Market Intermediary shall neither sell, assign, convey or transfer, by operation of law or otherwise this Agreement or, any of its rights or obligations hereunder. Any such attempted sale, assignment, conveyance or transfer by the Market Intermediary shall be void and of no force or effect, and shall vest no rights in the assignee or transferee. This limitation shall apply to absolute assignments and assignments as collateral security. *ivari* may assign this Agreement or any of its rights and obligations hereunder to any party upon notice to the Market Intermediary.
- 12.8 **Enurement:** This Agreement shall enure to the benefit of and be binding upon the parties hereto and the successors and assigns of *ivari*.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

MARKET INTERMEDIARY

Name of Market Intermediary

Signature of Market Intermediary

Date Signed: DD / MM / YYYY

ivari

By: _____

Title : _____

By: _____

Title : _____



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