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**BETWEEN:**

FINANCIAL HORIZONS INCORPORATED  
Hereinafter referred to as "**FHI**"

**AND:**

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Advisor Name

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Corporate Name of Advisor (if applicable)

Hereinafter referred to as the "**Advisor**"

**WHEREAS** FHI is a managing general agency which, pursuant to certain agreements between FHI and various insurance companies and/or financial institutions (the "**Carriers**"), is authorized to offer certain insurance and other financial products of the Carriers (the "**Products**"); and

**WHEREAS** FHI and the Advisor propose to establish a business relationship in order that the Advisor may offer such Products to the Advisor's clientele.

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

**1. OBLIGATIONS OF FHI**

FHI agrees to offer to the Advisor access to the Products for sale by the Advisor to the Advisor's clientele, and certain services in relation thereto.

The parties acknowledge and agree that FHI does not provide consulting or other services directly to the Advisor's clientele.

**2. OBLIGATIONS OF ADVISOR**

The Advisor shall:

- (a) offer the Products in accordance with the terms of this Agreement and its agreements with the Carriers;
- (b) conduct its business activities in accordance with the highest ethical standards and, in particular, shall comply with all applicable laws and regulations;
- (c) offer the Products only in the geographic areas for which it is licensed;
- (d) obtain (and renew, as appropriate) all licenses required pursuant to applicable statutory and regulatory authority;
- (e) obtain (and renew, as appropriate) all errors and omissions insurance required pursuant to applicable statutory and regulatory authority, provided that where the Advisor's regulatory jurisdiction does not require errors and omissions insurance, the Advisor shall obtain (and renew) errors and omissions insurance from an insurer and in an amount acceptable to FHI; in all cases the Advisor shall provide evidence of such insurance to FHI;

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**Advisor Initials**

- (f) observe and be bound by FHI's instructions, rules and regulations with respect to the offering of the Products (including, without limitation, FHI's Code of Conduct and Privacy Policies) as the same may be published or communicated to the Advisor and as amended from time to time (the "**FHI Policies**") and shall cooperate with the compliance and other departments of FHI;
- (g) treat all confidential information received in strict confidence and, except with consent or where required by law, shall not disclose such confidential information to anyone, other than its directors, officers and employees on a "need to know" basis for the purposes of conducting its business;
- (h) be responsible for the actions and conduct of its employees and other representatives and cause such employees and other representatives to observe and be bound by the FHI Policies; and
- (i) allow FHI or its representatives, during normal business hours, to attend at the offices of the Advisor in order to examine, monitor and/or audit any and all aspects of the business of the Advisor, including its books and records, in order to ensure compliance with this Agreement.

The Advisor shall promptly notify FHI of any change with respect to any of the matters set forth in the preceding paragraphs or any other circumstances which could affect its status as an Advisor.

### **3. REMUNERATION PAYABLE TO THE ADVISOR**

**Overrides – Life Insurance and Related Products.** The parties agree that the Advisor is entitled to the life override percentage set forth in Schedule "A" hereto (the "**Life Override Percentage**"), which is a percentage of the commission amount (the "**Life Commission**") payable by the Carrier to the Advisor upon the sale by the Advisor of a life insurance or related product of the Carrier. In the event that the Carrier delivers the Advisor's Life Override Percentage amount to FHI, FHI agrees to pay the amount to the Advisor promptly following receipt of such amount from the Carrier and in any event within five business days following the receipt thereof.

**Commissions and Renewal Fees – Life Insurance and Related Products.** The parties agree that the Advisor is entitled to Life Commissions and renewal fees from the Carrier upon the sale by the Advisor of a life insurance or related product of the Carrier.

**Commissions – Segregated Funds.** FHI agrees to pay to the Advisor the segregated funds commission percentage set forth in Schedule "A" hereto (the "**SegFunds Commission Percentage**"), which is a percentage of the commission amount (the "**SegFunds Commission**") payable by the Carrier to FHI upon the sale by the Advisor of a segregated funds investment product of the Carrier. FHI agrees to pay the SegFunds Commission Percentage amount to the Advisor promptly following receipt of the applicable SegFunds Commission and/or service fee from the Carrier and in any event within three business days following the receipt thereof.

**Reimbursement by Advisor, Set Off, Power of Attorney and Interest.** In the event of any overpayment to the Advisor or if the Advisor is for any reason required to reimburse or otherwise pay any amounts to FHI hereunder (in particular, in the event that an insurance contract does not remain in force for its stated or expected duration), the Advisor shall pay such amounts to FHI forthwith. In addition, FHI shall be entitled to set off any and all of such amounts against any amounts owing by FHI to the Advisor hereunder or otherwise. In order to give effect to the repayment, reimbursement and set off rights of FHI hereunder, the Advisor hereby irrevocably appoints FHI as its lawful attorney to endorse any cheque or other instrument on behalf of the

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**Advisor Initials**

Advisor. Any amounts not paid by the Advisor to FHI when due shall bear interest at the rate of 10% per annum, calculated on a monthly basis. In the event that FHI is required to institute collection proceedings against the Advisor as a result of non-payment of any amounts hereunder, FHI shall be entitled to recover as against the Advisor, in addition to any interest payable, an additional fee equal to 20% of the amount owing by the Advisor to FHI, which fee represents a liquidated damages estimate (and not a penalty) of the costs and expenses incurred by FHI in connection with such collection.

#### 4. **TERMINATION**

**Termination for Convenience.** Either party may terminate this agreement for convenience upon 30 days' prior written notice to the other party. In the event that notice of termination is initiated by FHI, FHI reserves the right not to accept any further transactions after such notice has been delivered to the Advisor.

**Termination for Cause.** FHI may terminate this Agreement by written notice to the Advisor at any time following the occurrence of an Event of Default by the Advisor and the failure of the Advisor to cure such Event of Default within the cure periods provided below. As used herein, the term "**Event of Default**" means the occurrence of any one or more of the following events:

- (a) the failure by the Advisor to pay or transfer monies when and as required pursuant to the terms of this Agreement;
- (b) the failure by the Advisor to perform any material non-monetary obligation in accordance with the terms of this Agreement;
- (c) fraud, gross negligence or wilful misconduct by the Advisor in the performance of its obligations hereunder or otherwise; or
- (d) the filing of a petition or assignment in bankruptcy against or by the Advisor pursuant to the *Bankruptcy and Insolvency Act* (Canada) or any similar federal or provincial law.

**Cure Period.** In the event of the occurrence of an Event of Default, FHI shall give the Advisor written notice setting forth in reasonable detail the nature of the Event of Default, and the Advisor shall have 30 days to cure the Event of Default (other than an Event of Default consisting of a monetary default of any kind, in which case the Advisor shall have two business days to cure the monetary default); provided, however, that if the nature of the Event of Default is such that it cannot with reasonable diligence be cured within 30 days, the Advisor may cure such Event of Default by commencing in good faith to cure the default and prosecuting the cure of such default to completion with diligence and continuity within a reasonable time thereafter, but in any event within 90 days; and provided further that there shall be no cure period for an Event of Default of the type described in paragraphs (c) or (d) above.

If the Advisor fails to cure the Event of Default within the foregoing time periods, then FHI may terminate this Agreement by giving written notice of termination to the Advisor, which termination shall be effective upon receipt of the notice of termination or upon such other effective date as may be specified therein.

**Effect of Termination.** Upon the termination of this Agreement:

- (a) the Advisor shall retain its right to receive renewal fees, commissions and overrides, unless termination results from the circumstances set forth above in paragraph (b) (where such

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**Advisor Initials**

failure results in the Advisor ceasing to be in compliance with applicable laws and regulations relating to the conduct of its business), paragraph (c) or paragraph (d);

- (b) all other obligations of the parties hereunder shall terminate, other than obligations which by their terms survive the termination of this Agreement, and other than amounts payable under this Agreement prior to the effective date of termination; and

**5. INDEMNIFICATION**

The Advisor agrees to indemnify and hold FHI harmless from all claims, liabilities and expenses made or incurred by any third party (including, without limitation, policyholders and other Advisors) arising from the actual or alleged negligent or willful acts or omissions of the Advisor or any of its directors, officers, employees or agents. This indemnification obligation shall survive the termination of this Agreement.

**6. GUARANTEE OF OBLIGATIONS OF OTHER ADVISORS**

In the event that the Advisor retains other Advisors or representatives in connection with the offering of Products, the Advisor shall:

- (a) cause each such other Advisor or representative to observe and agree to be bound in writing by the terms of this Agreement and shall provide FHI with a copy of such written agreement;
- (b) be responsible for the supervision and training as well as the actions and conduct of such other Advisors and representatives; and
- (c) be jointly and severally liable to FHI for the liabilities and other obligations of such other Advisors and representatives relating to the subject-matter of this Agreement.

**7. NO CIRCUMVENTION**

FHI agrees that it will not knowingly solicit or transact directly with the Advisor's clientele, provided that this restriction shall not apply in any of the following circumstances:

- (a) In the event that a client of the Advisor communicates directly with FHI in order to obtain a Product or service, FHI shall promptly notify the Advisor in writing. If such client then confirms in writing to FHI that it has not been contacted by the Advisor for the purpose of obtaining the Product or service within three business days following FHI's notification to the Advisor, FHI will be entitled to deal directly with such client for the purpose of providing the Product or service.
- (b) If a petition or assignment in bankruptcy is filed against or by the Advisor pursuant to the *Bankruptcy and Insolvency Act (Canada)* or any similar federal or provincial law.
- (c) In the event that the Advisor is no longer authorized by law or otherwise to conduct its business and the Advisor has not undertaken the necessary steps to transfer and deliver to FHI all information relating to the Advisor's clientele who have acquired Products as contemplated under this Agreement.

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**Advisor Initials**

**8. PUBLIC REPRESENTATION**

The Advisor acknowledges that, in carrying out its activities under this Agreement, the Advisor is an independent Advisor acting on behalf of its clientele and is not, and shall not represent itself or hold itself out as, an employee, agent, Advisor or representative of FHI. The Advisor shall only conduct its business under and in its own name and shall not associate its name with that of FHI, nor shall the Advisor use FHI's name to promote the Advisor's services or business; provided, however, that the Advisor may inform its clientele that the Advisor has access to FHI's services in order to promote its services and business.

**9. CONFIDENTIALITY**

The parties agree that the terms of this Agreement and any other agreements entered into in connection with the transactions contemplated hereby and the identities of the parties and their owners or partners are confidential and shall not be disclosed to any third party without the prior written consent of the other party, except that a party may disclose the existence and/or terms and conditions hereof if so required by law, so long as such party first provides a copy of any such written request to the other party.

**10. GENERAL**

**Entire Agreement.** This Agreement embodies the entire agreement between and understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, representations, warranties, covenants or undertakings related to the subject matter hereof other than those expressly set forth or referred to herein. This Agreement supersedes any and all prior agreements and understandings between the parties with respect to the subject matter hereof.

**Amendment.** Any amendment to this Agreement will only be effective if in writing and signed by the parties.

**Benefit and Burden.** This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The Advisor may not assign this Agreement without the prior written consent of FHI.

**Relationship of the Parties.** The parties agree that this Agreement shall not create a partnership or joint venture between the parties hereto, and the Advisor shall be and shall perform its duties and obligations under this Agreement in all respects as an independent contractor. The Advisor shall have no ability to legally bind FHI.

**Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered personally, sent by facsimile, by email, by delivery by a recognized overnight national or international courier service for next business day delivery or by certified or registered mail, return receipt requested and first-class postage prepaid, to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other):

If to FHI: FINANCIAL HORIZONS INCORPORATED  
22 Frederick Street, Suite 112  
Kitchener, ON, N2H 6M6  
Email: [contracting.admin@financialhorizons.com](mailto:contracting.admin@financialhorizons.com)

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Advisor Initials

If to the Advisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Any notice delivered to a party's designated address by (a) personal delivery, (b) recognized overnight national or international courier service, or (c) registered or certified mail, return receipt requested, shall be deemed to have been received by such party at the time the notice is delivered to such party's designated address. Any notice sent by email or by confirmed facsimile transmission is deemed to be effective on the date it is sent. Confirmation by the courier delivering any notice given pursuant to this Section shall be conclusive evidence of receipt of such notice. Any party may change its address for notice purposes under this Agreement by providing 10 days' written notice thereof to the other parties.

**Severability.** The invalidity or unenforceability of any provision of this Agreement shall not impair the validity or enforceability of any other provision.

**Governing Law.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**No Waiver.** No waiver shall be effective against any party unless it is in writing signed by that party. No waiver by any party of any breach of any term or covenant contained in this Agreement shall operate as a waiver of such term or covenant itself or of any subsequent breach thereof.

**Survival.** The covenants contained in this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

**Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or other form of electronic signature) all of which, taken together, shall constitute one and the same instrument.

**[ --- Signature Page Follows --- ]**

X \_\_\_\_\_  
**Advisor Initials**



**ADVISOR AGREEMENT**

**IN WITNESS WHEREOF** the parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**FHI:**

**FINANCIAL HORIZONS INCORPORATED**

**ADVISOR:**

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: **X** \_\_\_\_\_  
Advisor/Authorized Signing Officer

**GUARANTEE**

**CORPORATION**

I, the undersigned, in my personal capacity, hereby agree to indemnify and hold FHI harmless for any loss, costs or damages that FHI may incur (including reimbursement of legal fees) as a result of the Advisor's breach of this agreement, and such agreement shall be binding on my administrators and assigns. Without limiting the foregoing, I personally guarantee the payment on demand of the Advisor's debts to FHI.

**GUARANTEE must be signed by all shareholders holding 10% or more shares of the corporation.**

\_\_\_\_\_  
Name of Shareholder

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Shareholder

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Shareholder

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Shareholder

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Shareholder

**X** \_\_\_\_\_  
Signature

The above parties signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**X** \_\_\_\_\_  
**Advisor Initials**

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**OVERRIDE DIRECTION****Schedule "A"**

Advisor Name: \_\_\_\_\_

Corp. Name of Advisor: (if applicable): \_\_\_\_\_

Life Override Percentage: \_\_\_\_\_ %

SegFunds Commission Percentage: \_\_\_\_\_ %

**Financial Horizons Incorporated program available to you:**

(Check the box if applicable)

**Horizons Club** (Advisor must be licensed less than 5 years)

Original date life license obtained \_\_\_\_\_ (DD/MM/YYYY)



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**ANTI-SPAM LEGISLATION EXPRESS CONSENT**  
**Schedule "B"**

**BETWEEN:**

FINANCIAL HORIZONS INCORPORATED  
Hereinafter referred to as "**FHI**"

**AND:**

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Advisor Name

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Corporate Name of Advisor (if applicable)

Hereinafter referred to as the "**Advisor**"

Canada's anti-spam law (CASL) came into effect on July 1<sup>st</sup>, 2014 and may affect our ability to send you a commercial electronic message (CEM) on topics of interest to you and invitations to our events.

Check the box below to consent to receiving from Financial Horizons Group (FHG) at the following email address:

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(please print email address clearly)

**Yes, I Agree**

Any commercial electronic message, which may include communications about regulatory changes, news, publications, education program, information and invitations to events that may be of interest to you.

Should your email address change, this Schedule "B" is still valid until you unsubscribe or otherwise notified in writing to your Financial Horizons Group Regional Office that you no longer would like to receive CEM's.

X

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Advisor Signature

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Date (Month/Day/Year)

For information about CASL, please visit their website at <http://www.crtc.gc.ca/eng/casl-lcap.htm>.

You may also contact Corporate Office located at:

22 Frederick Street, Suite 112  
Kitchener, ON N2H 6M6

519-742-4474  
1-877-711-1388

Email: [info@financialhorizons.com](mailto:info@financialhorizons.com)

## Advisor Screening Questionnaire

### General Information:

1. **Name:** \_\_\_\_\_

Mr.       Mrs.       Ms.       Miss.

Corporate Name: (if applicable): \_\_\_\_\_

2. **Home address and contact information:**

Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

3. **Previous addresses in the last 5 years**

Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

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

Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

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

4. **Social Insurance Number:** \_\_\_\_\_

5. **Date of Birth (DD/MM/YYYY) :** \_\_\_\_\_

6. **Are you legally entitled to work in Canada?**     Yes     No

7. **Driver's license number:** \_\_\_\_\_

### Business Information

8. **Business address:**

Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

Cell Phone : (     ) \_\_\_\_\_ Fax : (     ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website URL: \_\_\_\_\_

**9. Previous business addresses in the last 5 years:**

Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

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

Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

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

**10. List other business or personal names used in the financial services sector in the last 5 years:**

\_\_\_\_\_

(corporation, business style, trade name or partnership)

**11. Correspondence address :**    Home                    Business

**Send by mail:**    Courier                    Mail (Canada Post)                    Hold for Pick-Up

**12. Are you licensed to carry on business as a(n):**

**Please attach a copies of your license(s)**

Individual Advisor

Sub-Advisor under Corporation: Full Legal Corporate Name \_\_\_\_\_

Corporation: Full Legal Corporate Name \_\_\_\_\_

Federal Business Number (if corporate): \_\_\_\_\_ (123456789RC001)

If corporate list principals, directors, officers and shareholders(including shareholder percentage)

\_\_\_\_\_  
\_\_\_\_\_

(Note: Each principal, director, partner, shareholder may be required to complete a separate ASQ)

**13. Quebec Licensees: Are you licensed to carry on business as a(n):**

Independent Representative

Representative Attached to a Firm: Full Legal Name \_\_\_\_\_

Independent Partnership: Full Legal Name \_\_\_\_\_

Firm: Full Legal Name: \_\_\_\_\_

Provincial Business Number (if corporate) \_\_\_\_\_

Federal Business Number (if corporate): \_\_\_\_\_ (123456789RC001)

## **References**

### **14. Provide three business references.**

Full Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Full Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Full Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## **Formal Education and Designations**

### **15. Highest education level attained:**

- Elementary school
- Secondary school
- CEGEP:  
Institution \_\_\_\_\_
- University or college:  
degree/diploma \_\_\_\_\_  
Institution \_\_\_\_\_
- Post graduate:  
degree \_\_\_\_\_  
Institution \_\_\_\_\_

### **16. Designations (Indicate year obtained)**

- FLMI yr. \_\_\_\_\_  RFP yr. \_\_\_\_\_
- CLU yr. \_\_\_\_\_  CFP yr. \_\_\_\_\_
- CH.F.C. yr. \_\_\_\_\_

Any other Professional Designation(s)

\_\_\_\_\_ yr. \_\_\_\_\_  
\_\_\_\_\_ yr. \_\_\_\_\_  
\_\_\_\_\_ yr. \_\_\_\_\_

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

## **Other Business Affiliations**

17. Do you conduct, or are you associated with, any other business?

Yes    No

If "yes", provide details, including name, location and nature of business in Additional Information at the end of this form.

18. Are you a partner, officer or director or in a non-arms length relationship with any other business?

Yes    No

If "yes", provide details, including name, location and nature of business in Additional Information at the end of this form.

19. 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 in Additional Information at the end of this form.

## **Insurance Companies**

20. 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 co.?		Year association began	Lines of Business			Approximate Total Premiums For Life Products (if known)
	Yes	No		Life/A&S	Wealth	*Other	

## **Personal Profile**

21. 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 in Additional Information at the end of this form.

**22.** Are your wages or compensation currently garnished or have you ever had your wages or compensation garnished?

Yes No

If "yes", provide details in Additional Information at the end of this form.

**23.** 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 in Additional Information at the end of this form.

**24.** 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 in Additional Information at the end of this form.

**25.** 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 in Additional Information at the end of this form.

**26.** 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 in Additional Information at the end of this form. 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 in Additional Information at the end of this form.

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 in Additional Information at the end of this form.

**28.** Have you or, if incorporated, the corporation ever been refused registration or a license under any legislation which required registration or licensing to deal with the public in any capacity (eg. insurance agent, RIBO broker, mutual funds salesperson, securities dealer, motor vehicle dealer) in any province, territory, state, or country; or have you held such a license and been the subject of a disciplinary proceeding?

Yes    No

If "yes", provide details including specific sanctions and/or penalties imposed in Additional Information at the end of this form.

**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 in Additional Information at the end of this form.

**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 in Additional Information at the end of this form.

**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 in Additional Information at the end of this form.

**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 in Additional Information at the end of this form.

**33.** Are you or, if incorporated, the corporation currently involved in any unresolved client complaints?

Yes    No

If "yes", provide details in Additional Information at the end of this form.

**34. 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 applicable)	Prov. or Terr.	Expiry/ Renewal Date	Sponsor or Dealer
		Yes	No					

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

**Regulatory Compliance**

**35. Do you have Errors and Omissions Insurance Coverage?**

Yes    No

If "no", provide an explanation in Additional Information at the end of this form.

**Please attach a copy of your E&O certificate.**

**36. 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 in Additional Information at the end of this form.

**37. Do you have written and up-to-date privacy compliance policies and procedures?**

Yes    No

If "no", provide an explanation in Additional Information at the end of this form.

**38. Do you have written anti-money laundering/anti-terrorist financing policies and procedures?**

Yes    No

If "no", provide an explanation in Additional Information at the end of this form.

**39. 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 in Additional Information at the end of this form.





**Declaration**

I hereby expressly declare that the information I have provided in this Advisor Screening Questionnaire is true, complete and accurate in every respect, as of the date of signing.

I understand and agree that I must execute and deliver the enclosed Consent and Authorization to the MGA.

I agree to notify and provide updated information to the MGA within ten (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 with the MGA or result in the subsequent termination for cause of my business relationship with the MGA and may cause the MGA to report me to an insurer or an insurance regulator.

\_\_\_\_\_ *Date*

X \_\_\_\_\_ *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 with us.

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Signature of Manager of MGA*

## Consent and Authorization

*In plain language, when you sign this Consent and Authorization, you agree that:*

- *the MGA can collect information from insurers and anyone else to confirm and add to the information you give to the MGA in your application for a contract, including the answers you give in the Advisor Screening Questionnaire;*
- *the MGA can keep this information and use it later when it is looking at your continuing suitability to be an insurance advisor; and*
- *the MGA may share the information you provide in your contract application, the Advisor Screening Questionnaire, and any additional information it collects or reports received from third parties by using this Consent and Authorization, with those insurers who are contracted with the MGA whose products you would like to sell or service.*

*The Consent and Authorization describes the kind of information the MGA may collect, where it may collect this information, how it may use the information, and with whom it may share the information. It also says how long the Consent and Authorization may be used.*

*The legal Consent and Authorization begins after this sentence.*

To whom it may concern:

I have applied to the below-named Managing General Agent (the MGA) to be contracted to act on their behalf in the sale and servicing of insurance and other financial products of those insurers with whom the MGA holds a distribution contract. Part of the initial contracting process and of the ongoing review of my performance is an investigation of my background, including my business dealings. These investigations are conducted by the MGA 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 MGA, 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 relevant information.

On behalf of myself and the Listed Entities, I specifically authorize the MGA 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.

While any contractual relationship subsists between us, I further specifically authorize the MGA to use this authorization to update its information regarding my background from time to time to assess my ongoing suitability to act as an advisor.

Without limiting the generality of the above, I further specifically authorize the MGA to obtain from any or all insurers identified in Question 18 of the Advisor Screening Questionnaire information about the status of my contract with the insurer(s); unresolved debts with the insurer(s); if appropriate, the possibility of renewing my contract with the insurer(s); and recorded concerns or complaints related to market conduct.

To carry out my role as an insurance advisor under a contract with the MGA it will be necessary to receive authorization to sell and service insurance from those insurers with whom the MGA holds distribution contracts. I specifically authorize the MGA to forward any information about me collected pursuant to this Consent and Authorization to any and all insurers that I name, or from whom I may seek authorization to solicit applications for their insurance products or services.

I understand that the MGA will establish a file concerning my application, my contract with them and my subsequent performance and market conduct, and that the personal information contained in this file will be accessed by the MGA's employees and its authorized agents in relation to my contract to sell life insurance and/or accident and sickness insurance as the MGA's representative to sell insurance products of the insurers contracted with the MGA. The file will be kept at the MGA's offices. A photocopy of the present consent has the same value as the original.

Where information is collected and retained under this Consent and Authorization I shall be entitled to be informed of the existence of the retained information, its use and to whom it has been disclosed, and shall have the right to access the information and request corrections to be made where the information retained is inaccurate or incomplete.

I further authorize the MGA to use my social insurance number in its files pertaining to me for taxation purposes for which it is legally required to be retained and used.

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 MGA.

Applicant's name: \_\_\_\_\_ signed at \_\_\_\_\_ this \_\_\_\_\_.

Applicant's signature: X \_\_\_\_\_

MGA: Financial Horizons Incorporated

Address: 112-22 Frederick Street Kitchener, ON N2H 6M6