

Producer



Producer Contract

The Canada Life Assurance Company

This Agreement is made this _____ day of _____, _____ between

_____ (“Producer”),

of _____ in the province of _____,

_____ (“Primary Contract Holder”)

and

The Canada Life Assurance Company (“Company”).

Producer Contract *(continued)*

PRODUCER AGREEMENT

The Company appoints the Producer to obtain applications for products of Canada Life through its Agreement with the Primary Contract Holder.

This appointment is made under the following terms and conditions:

1. REMUNERATION

The Company will pay to the Producer the following remuneration in accordance with Commission Schedule "A" attached hereto on policies affected by the Producer:

FIRST YEAR COMMISSIONS
RENEWAL COMMISSIONS
SERVICE FEES

2. PAYMENT OF REMUNERATION

- ◆ Remuneration will be paid in accordance with the attached Commission Schedule "A".
- ◆ First Year Commissions will be annualized and advanced at the time a policy is issued.
- ◆ The Company reserves the right to limit the advance of annualized First Year Commission for any insurance policy in excess of \$25,000 annual premium.
- ◆ Renewal Commissions and Service Fees are payable as earned.

3. VESTING OF REMUNERATION

- ◆ First year Commissions and Renewal Commissions are vested to the Producer for Life and Health policies sold by the Producer and will continue to be paid to the producer as long as premiums continue to be paid, he/she remains licensed and is not in violation of the Terms and Conditions of this Agreement.
- ◆ Service Fees are payable as long as the Producer remains on the company's servicing records for that business.

4. AUTHORITY

The Producer can obtain applications for the company and can service policies where he/she is registered as the servicing agent on the Company's records. The Producer cannot act for the Company in any other capacity or authority and may not make commitments or accept risks on behalf of the Company.

5. COLLECTIONS

All monies, cheques or other documents in respect of any policy, received or collected by the Producer on behalf of the Company, will immediately be paid or forwarded to the Company.

6. SERVICING OF BUSINESS

The Company reserves the right to make other arrangements for the servicing of any policy, if the Producer is unwilling, unable, or incapable of servicing the policy, and has not made alternate arrangements for servicing, is no longer licensed or carrying on business in the jurisdiction or if the policyowner has made a written request for a change in servicing agent, or if this agreement terminates.

Producer Contract *(continued)*

7. REPLACEMENT PROHIBITION

The Producer is expected to conserve policies whenever retention of the policies is in the best interest of the policyowners. The Producer is responsible for ensuring that the policyowners are fully informed of the terms and conditions for replacing existing policies. The Company will not condone any form of systematic replacement of policies, be it internal or external.

8. REPAYMENT OF INDEBTEDNESS

The Company, or on its behalf, the Primary Contract Holder, may require the Producer to pay on demand any outstanding balances arising from advances, loans, chargebacks, deductions, adjustments and reversals under the terms of this or any other Contract with the Company regarding such income as, but not limited to commissions, fees, overrides, allowances and bonuses. Any indebtedness or other obligation of the Producer to the Company or the Primary Contract Holder shall be a first charge and lien against any amounts payable or which may become payable to the Producer under this agreement, and in the event that this Contract is terminated for whatever reason, all outstanding balances shall be immediately due and payable and shall, from the date of such termination, attract interest at an annual rate equivalent to the "Prime Rate" plus one percent (1%) as established by a Canadian Chartered Bank, as determined by the Company, at the date of said termination.

9. TERMINATION NOTICE

The Company, the Primary Contract Holder or the Producer may terminate this Agreement at any time by giving ten days written notice to the other parties at the last address of record.

10. TERMINATIONS FOR BREACH

Breach of any of the provisions of this Agreement or the applicable rules, regulations and guidelines by the Producer shall entitle Canada Life or the Primary Contract Holder to terminate this Agreement immediately.

11. AUTOMATIC TERMINATIONS

This Agreement shall terminate automatically on the occurrence of any of the following:

- a) if the Producer is an individual, the death of the Producer or
- b) if the Producer is an individual, the determination by Canada Life and the Primary Contract Holder that the Producer is disabled to the extent he/she is prevented from performing duties under this Agreement, either permanently or for a period exceeding six consecutive months;
- c) the revocation, termination or non-renewal of the Producer's license; or
- d) the taking of any proceeding in bankruptcy, receivership or insolvency, by or against the Producer.

The Producer undertakes to give Canada Life immediate notice of the occurrence of any of the above mentioned events.

IMPLICATIONS OF TERMINATION

12. BREACH OR AUTOMATIC TERMINATIONS

If this Agreement is terminated pursuant to section 10 or subsections 11, (c), or (d), the Producer will receive no further compensation.

13. TERMINATION BY DEATH, DISABILITY OR NOTICE WITHOUT CAUSE

If this Agreement is terminated pursuant to subsections 11(a), 11(b) or section 9, compensation will continue to be paid in accordance with commission Schedule A on business sold prior to the date of termination.

14. COMPENSATION AT TERMINATION

Any remuneration due to the Producer by the Company after the termination of this Agreement shall first be used to offset any amounts due to the Company by the Producer.

15. PRIOR INTEREST

Remuneration as defined in Part 1 of this agreement will be subject to any prior interest of any other contracted representative of the Company.

16. PREVIOUS AGREEMENTS

All existing Agreements between the Producer and the Company will terminate as of the effective date of this Agreement.

17. REBATING

The Producer will not rebate or offer to rebate all or part of a premium.

18. ERRORS AND OMISSIONS INSURANCE

The Producer will obtain, at the Producer's expense, satisfactory errors and omissions liability insurance and will provide to the Company proof of such coverage on demand.

19. ASSIGNMENT

The Producer may not assign any rights under this agreement without the prior written consent of the company and the Primary Contract Holder. Such consent shall not be unreasonably withheld. This agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

20. COMPANY RECORDS

All records relating to the business of the Company, in the possession of the Producer, or under the Producers' control, shall be open to inspection by any accredited representative of the Company. In all cases of dispute, the records kept by the Company shall be conclusive evidence of the state of accounts between the Producer and the Company.

Producer Contract *(continued)*

IN WITNESS WHERE OF, the parties hereto have set their hands.

Full Name of Producer

Signature

Full Name of Primary Contract Holder

Signature for the Primary Contract Holder

Accepted and recorded by Canada Life at its Head Office on (date) :

For the company

Signature for the Company

PERSONAL GUARANTEE FOR CORPORATION

I, the undersigned, in my personal capacity, personally guarantee the payment on demand of the Producer's debts to the Company and such agreement shall be binding on my administrators and assigns.

Full Name of Guarantor

Signature

Full Name of Witness to Signature of Guarantee

Signature
