

**BETWEEN**

**SSQ, Life Insurance Company Inc.**, a duly incorporated legal person, having an establishment at 1245, chemin Sainte-Foy, suite 210, Quebec City (Quebec) G1S 4P2 (hereinafter referred to as "SSQ Life");

For the distribution of Segregated Funds, Annuities and GIA's under the SSQ Investment and Retirement business line

**AND/OR**

**SSQ Insurance Company Inc.**, a duly incorporated legal person, having its head office at 2020 University Street, suite 1800, Montreal (Quebec) H3A 2A5 (hereinafter referred to as "SSQ Insurance");

For the distribution of Individual Life & Health Insurance under the SSQ Insurance business line

**AND**

**the individual acting as the Advisor** (hereinafter referred to as the "Advisor"):

First and last name of Advisor: \_\_\_\_\_

Address: \_\_\_\_\_

Number

Street

City

Province

Postal code

**AND**

**When the above-mentioned individual is related to, attached to or employed by an agency, firm or independent partnership, such entity (partnership or legal person) is also considered to be an Advisor under the present Contract and must be identified hereunder:**

Name of agency/firm/independent partnership: \_\_\_\_\_

Address: \_\_\_\_\_

Number

Street

City

Province

Postal code

**AND**

**General Agent** (hereinafter referred to as the "General Agent"):

Name of General Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Number

Street

City

Province

Postal code

## PREAMBLE

SSQ Insurance is an insurer of persons, holder of a life insurance and accident-sickness insurance permit in all provinces and territories of Canada, offering Individual Life & Health Insurance products;

SSQ Life is an insurer of persons, holder of a life insurance and accident-sickness insurance permit in all provinces and territories of Canada, offering Segregated Funds, Annuities and GIA's;

SSQ Insurance and SSQ Life distribute their Insurance Products through General Agents, Associate General Agents and Advisors;

SSQ Insurance and SSQ Life wish to retain the services of the Advisor for the sale of their Insurance Products;

This Contract aims to establish the rights and obligations of the parties. When an Advisor holding a licence with a Competent Authority is related to, attached to or employed by an agency, firm or independent partnership (partnership, legal person) holding a licence with a Competent Authority, the term Advisor means both the insurance representative AND the agency, firm or independent partnership. Therefore, the agency, firm or independent partnership is a party hereto and signs this Contract as the case may be.

The parties hereto agree as follows:

### 1. DEFINITIONS

**Advisor:** means the natural or legal person carrying out business with SSQ under this Contract and holding a licence with one or more Competent Authorities authorizing such person to distribute Insurance Products. More precisely, when an insurance representative holding a licence with a Competent Authority is related to, attached to or employed by an agency, firm or independent partnership (partnership, legal person) holding a licence with a Competent Authority, the term Advisor means both the insurance representative and the agency, firm or independent partnership;

**Annuity:** means specifically an individual life or term annuity contract offered by SSQ Life, by virtue of which the annuitant receives or will receive a certain amount of income periodically and for a predetermined period of time;

**Application form for individual contracts:** means the application for a Segregated Fund, an Annuity or a GIA;

**Associate General Agent (AGA):** means the legal person or the partnership carrying out business with SSQ under the Associate General Agent Contract and duly registered with one or more Competent Authorities;

**Associate General Agent Contract:** means the contract signed between an Associate General Agent and SSQ;

**Competent Authority:** means the provincial, federal or territorial body which governs the distribution of Insurance Products in a Jurisdiction, subject to applicable laws and rules;

**“Contract” and “Advisor Contract”:** means the present Contract including its preamble, schedules, any related documentation and any amendments that the parties may bring to it;

**Financing Rate:** means SSQ's one-year term conventional mortgage interest rate, plus four percent (4%);

**General Agent:** means a legal person or a partnership duly registered with one or more Competent Authorities, carrying out business with SSQ under the General Agent Contract and under the supervision of which Advisors choose to pursue the sale and distribution of the Insurance Products offered by SSQ;

**General Agent contract:** means the contract signed between a General Agent and SSQ;

**GIA or Guaranteed Interest Account:** means an individual guaranteed interest annuity contract offered by SSQ Life, which is redeemable or non-redeemable, for which contributions are invested for a fixed total term, at a simple or compound rate of interest, which is prefixed or not, and whose capital is guaranteed;

**Individual Life & Health Insurance Application:** means the application for an Individual Life & Health Insurance product;

**Individual Life & Health Insurance:** means individual life insurance products and accident-sickness insurance products offered by SSQ Insurance;

**Insurance Product:** means any Individual Life & Health Insurance product, Segregated Fund, Annuity or GIA;

**Jurisdiction:** means a Canadian province, a Canadian territory or the federal jurisdiction;

**Officer:** means any person duly authorized by a partnership or a legal person to represent it;

**Portfolio:** means all the clients of the Advisor, the management of which has been entrusted to the Advisor by SSQ or who were solicited by the Advisor or who form part of the portfolio sold or otherwise transferred to the Advisor;

**Production Year:** means SSQ's production year which refers to the period from January 1<sup>st</sup> to December 31<sup>st</sup>;

**Segregated Fund:** means an individual variable annuity contract relating to a segregated fund offered by SSQ Life;

**Special Remuneration Agreement:** means the remuneration agreement between SSQ Life and an Advisor which is not subject to individual underwriting, or to a specific contract;

**SSQ:** means either **i) SSQ Insurance Company Inc.** if the Advisor sells solely Individual Life & Health Insurance pursuant to this Contract, or **ii) SSQ, Life Insurance Company Inc.** if the Advisor sells solely Segregated Funds, Annuities or GIA's pursuant to this Contract. If the Advisor sells Individual Life & Health Insurance as well as Segregated Funds, Annuities or GIA's pursuant to this Contract, then SSQ means **SSQ Insurance Company Inc.** regarding the sale of Individual Life & Health Insurance and **SSQ, Life Insurance Company Inc.** regarding the sale of Segregated Funds, Annuities or GIA's.

## **2. PRECEDENCE**

The Contract constitutes the total and complete contract entered into between the parties and replaces any other document and agreement, be it oral or written between the parties or concomitant thereto, which may have been made within the context of the negotiations that preceded the effective date of this Contract.

### **3. PURPOSE**

Once this Contract comes into force between the parties, the Advisor may sell SSQ's Insurance Products.

This Contract establishes the rights and obligations of the parties with regard to their business relationship.

### **4. OBLIGATIONS OF THE ADVISOR**

#### **4.1 Licences, certificates and liability insurance**

The Advisor agrees to hold, at all times, all of the licences and certificates required to carry out the functions and duties of an Advisor and to maintain registration in the appropriate category(ies) with the Competent Authorities of the Jurisdictions where the Advisor can pursue the sale of products under this Contract. In addition, the Advisor agrees to maintain sufficient professional liability insurance and any other required insurance for each Jurisdiction where the Advisor can pursue the sale of products under this Contract at all times.

The Advisor agrees to provide SSQ with proof of its professional liability insurance and of any other required insurance, licences and certificates held, along with proof of continued registration with the Jurisdictions where the Advisor can pursue the sale of products under this Contract, upon request, in order to enable SSQ to update its records accordingly. The Advisor agrees to immediately inform SSQ of any major change affecting his professional situation (for example: bankruptcy, merger, acquisition, change of name, change of control, change of shareholder(s) or partner(s)) or if the Advisor is in default or under investigation with any Competent Authority.

#### **4.2 Conduct and compliance with requirements**

The Advisor hereby declares that he filled and signed the *Advisor Screening Questionnaire* and that the information provided therein is true, complete and correctly recorded. The Advisor acknowledges that the *Advisor Screening Questionnaire* forms an integral part of this Contract.

The Advisor agrees to:

- i) observe all legal and regulatory requirements it must comply with in the exercise of its functions (including the adherence to any code of ethics and laws relating to insurance, money laundering, privacy, safeguarding of personal information, telecommunications and spam);
- ii) adhere to the Canadian Life and Health Insurance Association Inc.'s (CLHIA) guidelines and principles, and to fully cooperate with requests that SSQ may have with regards to said guidelines and principles;
- iii) comply with the standards, procedures, directives and policies that SSQ establishes or modifies, without prior notice, from time to time, including SSQ's policy regarding the treatment of "orphan policies" (insurance policies still assigned to an Advisor who no longer provides the service in relationship to said policies);
- iv) comply with all handbooks prepared and communicated by SSQ to the Advisor's General Agent (regardless of format), as these may be amended without prior notice, from time to time;
- v) not act in a manner prejudicial to SSQ's interests and to show diligence, integrity, probity and good faith at all times in its dealings with SSQ and with the clients it serves;

- vi) immediately notify SSQ of any event that could reasonably result in the suspension or termination of a licence, certificate or registration with any Regulatory Authority that is required for the Advisor to render the services stipulated in this Contract, or of the issuance of any practice requirements that could restrict or prevent the Advisor from rendering the services stipulated in this Contract, including any breach of any code of ethical and professional conduct governing the Advisor;
- vii) notify SSQ without delay of any police investigation with regard to the Advisor or of any civil, disciplinary, penal or criminal legal proceedings, as well as any administrative and disciplinary proceedings against the Advisor that could reasonably affect the reputation of the Advisor or SSQ.

#### **4.3 Individual Life & Health Insurance Application and Application form for individual contracts**

The Advisor solicits and receives, on behalf of SSQ, application forms for Insurance Products. The Advisor shall ensure the disclosure of all pertinent facts that he is made aware of and that may influence the premium and the acceptance of the Individual Life & Health Insurance Applications submitted by him. The Advisor agrees to promptly deliver to his General Agent or to SSQ all the Individual Life & Health Insurance Applications and Application forms for individual contracts that he solicits and to keep a separate file for each client for all transactions and correspondence with or for SSQ. SSQ reserves the right to refuse any Individual Life & Health Insurance Application or Application form for individual contracts submitted by the Advisor, without having to justify any such refusal.

#### **4.4 Temporary insurance agreement**

The Advisor undertakes to issue temporary and conditional coverage exclusively in compliance with SSQ Insurance's underwriting rules.

#### **4.5 Insurance contract, amendments and settling requirements**

The Advisor undertakes to promptly deliver to his clients any insurance contract, amendment or settling requirement relating to new business and any amendment or requirement relating to an in-force policy change that SSQ may remit to the Advisor.

#### **4.6 Maintaining in-force**

The Advisor undertakes to maintain Insurance Products in force unless their replacement or surrendering is warranted in the interests of the policyowner or insured. The Advisor undertakes to monitor the insurance contracts by offering a quality after-sale service to the policyowners of said contracts. The Advisor undertakes to refrain from inducing the policyowner or the insured, if the policyowner is not the insured, to surrender an Insurance Product, to allow it to expire, to materially modify the amount insured or to surrender the product in favour of another Insurance Product and, notwithstanding the foregoing, the Advisor agrees that he shall at all times comply with all legal obligations set forth in the applicable laws that govern him.

#### **4.7 SSQ's right to audit**

The Advisor recognizes that SSQ may, at any time, audit or designate the mandatory of its choice to audit all documents, procedures and systems related to the activities of the Advisor with SSQ, upon prior notice of five (5) business days given to the Advisor from SSQ or SSQ'S mandatory.

#### **4.8 Superior interest of the client**

Without limiting the obligations under the applicable laws that govern the Advisor and the terms and conditions of this Contract, the Advisor undertakes to place the interests of his clients ahead of his own interests, disclose any actual or potential conflict of interest to said clients and only recommend products that are suitable for the needs of said clients.

#### **4.9 Trustee**

The Advisor collects, in its duty as trustee, the sums of money or securities received or collected on behalf of SSQ. The Advisor agrees to remit to SSQ without delay all of the monetary amounts and securities received or collected on behalf of SSQ, as a trustee for the exclusive benefit of SSQ, and shall not employ them for his own personal use or otherwise. All of the monetary amounts and securities received must be paid and delivered to SSQ upon receipt.

Cheques must be made out to **“SSQ, Life Insurance Company Inc.”** with regard to the sale of Segregated Funds, Annuities or GIA’s issued by SSQ Life. Cheques must be made out to **“SSQ Insurance Company Inc.”** with regard to the sale of Individual Life & Health Insurance products issued by SSQ Insurance.

In the event of the Advisor’s default to comply with the provisions of this article, or any other default of the Advisor under the terms of this Contract, any amount owed by the Advisor is immediately due and payable. The Advisor agrees to refrain from endorsing or negotiating, in any manner whatsoever, cheques issued to **“SSQ, Life Insurance Company Inc.”** or **“SSQ Insurance Company Inc.”**. SSQ may, at any time, designate the mandatary of its choice to audit all of the books and other accounting documents related to the activities of the Advisor with respect to this Contract.

#### **4.10 Documents identifying SSQ**

The Advisor shall not use or allow to be used, nor print or have printed, nor distribute or allow to be distributed: brochures, advertisements, printed matter, circulars or other publications bearing the name or trademark of SSQ or any of its products, unless such document, message or publication has been submitted to, and approved by, an Officer of SSQ. At any time, upon request by SSQ, the Advisor must return to SSQ all written, electronic or other types of documentation received from SSQ in application of this Contract and agrees not to keep any copies of said documentation.

#### **4.11 Indemnification**

The Advisor has a duty and an obligation to save and hold SSQ harmless from any potential claims by a third party (including its clients, General Agent or AGA) resulting from any negligent action, fraud or neglect of rules or standards of professional and ethical conduct, or omission or misconduct on the part of the Advisor, or of one of its employees, directors, Officers, agents or other representatives. SSQ has a duty and an obligation to save and hold the Advisor harmless from any potential claims by a third party resulting from any negligent action, fraud or neglect of rules or standards of professional and ethical conduct, or omission or misconduct on the part of SSQ or one of its directors, Officers, agents or other representatives. The aforementioned duties and obligations survive the present Contract.

#### **4.12 Legal person**

Where the Advisor is a legal person, the Advisor agrees that in the event of any change in its shareholders, partners or owners or regarding the respective interests any of them may have in the Advisor, or in the event of any change in the Officers of the Advisor, to give SSQ written notice thereof at least ten (10) days prior to the effective date of the change.

#### **4.13 Complaint or lawsuit**

The Advisor agrees to promptly inform SSQ of any written complaint or of any lawsuit made against the Advisor or SSQ, as soon as the Advisor is made aware of said complaint or lawsuit. The Advisor also agrees to take reasonable measures to handle the aforementioned complaints that it receives and to follow up with all the concerned parties and authorities, as the case may be.

SSQ agrees to promptly inform the Advisor of any written complaint or of any lawsuit made against the Advisor, as soon as SSQ is made aware of said complaint or lawsuit. SSQ also agrees to take reasonable measures to handle the aforementioned complaints that it receives and to follow up with all the concerned parties and authorities, as the case may be.

### **5. ADVISOR'S REMUNERATION**

In consideration of the services rendered by the Advisor, SSQ agrees, subject to the provisions of article 6 of this Contract, to remunerate the Advisor in accordance with the commission rates set out in the Advisor's remuneration schedule in effect, available on SSQ's website ("Remuneration Schedule"). The Advisor's Remuneration Schedule forms an integral part of this Contract. The Advisor is remunerated in accordance with the Remuneration Schedule and the remuneration paid to the Advisor is subject to the conditions specified in this Contract and is in accordance with SSQ's sales reports.

The remuneration is payable to the Advisor (insurance representative) if said Advisor is not related to, attached to or employed by an agency, firm or independent partnership (partnership, legal person) holding a licence with a Competent Authority. However, when the Advisor (insurance representative) is related to, attached to or employed by an agency, firm or independent partnership (partnership, legal person) holding a licence with a Competent Authority, the remuneration is payable to said agency, firm or independent partnership.

The Advisor agrees that if he no longer holds a valid licence with any Competent Authority, his remuneration pertaining to Segregated Funds (trailer commission) and to GIA's (renewal commission) ceases to be paid during the period for which the Advisor no longer holds a valid licence.

SSQ may, from time to time, at its sole discretion, modify the rates and conditions specified in the Remuneration Schedule, after having notified the Advisor, as specified in the Remuneration Schedule.

### **6. MINIMUM PRODUCTION AND IN-FORCE STANDARDS**

SSQ reserves the right to set minimum production and in-force standards for each Production Year, under which remuneration may be established, and to modify such standards from time to time.

### **7. PAYMENT TO GENERAL AGENT**

When the Advisor is indebted to the General Agent, the Advisor authorizes SSQ to retain any remuneration payable to the Advisor up to the amount owed to the General Agent, and shall remit any such remuneration to the General Agent, upon the written request of the latter.

## **8. INDEBTEDNESS OF THE ADVISOR, COMPENSATION AND REIMBURSEMENT**

The Advisor recognizes that it is liable for any debit balance on its own account with SSQ. Such debts bear interest at SSQ's Financing Rate. Any such amounts owed shall be payable at the request of **SSQ Insurance Company Inc.** or **SSQ, Life Insurance Company Inc.**, and may be deducted from any future payment owed to the Advisor by **SSQ Insurance Company Inc.** or **SSQ, Life Insurance Company Inc.**

In light of the foregoing paragraph, the Advisor undertakes to reimburse **SSQ Insurance Company Inc.** or **SSQ, Life Insurance Company Inc.** any amounts owed in the Advisor's account and the Advisor agrees that:

- i) **SSQ Insurance Company Inc.** and **SSQ, Life Insurance Company Inc.** may set up an account as a reserve fund consisting of any form of remuneration payable by them to the Advisor, in guarantee of payment of any amounts the Advisor owes or may owe to **SSQ Insurance Company Inc.** or **SSQ, Life Insurance Company Inc.**;
- ii) **SSQ Insurance Company Inc.** and **SSQ, Life Insurance Company Inc.** may collect from each other any remuneration that either of them may owe to the Advisor. As such, any indebtedness of the Advisor towards **SSQ Insurance Company Inc.** will be set off against any remuneration payable by **SSQ Insurance Company Inc.** or **SSQ, Life Insurance Company Inc.** to the Advisor AND any indebtedness of the Advisor towards **SSQ, Life Insurance Company Inc.** will be set off against any remuneration payable by **SSQ, Life Insurance Company Inc.** or **SSQ Insurance Company Inc.** to the Advisor;
- iii) If the remuneration mentioned under items i) and ii) is insufficient to settle amounts owed, the Advisor undertakes to immediately pay to **SSQ Insurance Company Inc.** or **SSQ, Life Insurance Company Inc.** any outstanding balance;
- iv) If **SSQ Insurance Company Inc.** or **SSQ, Life Insurance Company Inc.** must retain the services of a collection agency or external legal counsel to collect a debt owed by the Advisor, the Advisor shall, upon request, reimburse **SSQ Insurance Company Inc.** or **SSQ, Life Insurance Company Inc.**, as the case may be, all reasonable costs, expenses and fees incurred in respect of the said collection.

## **9. REMUNERATION IN CASE OF TERMINATION**

When this Contract is terminated in accordance with article 17.1 (Automatic termination without prior notice), the remuneration prescribed in this Contract and pertaining to Insurance Products ceases to be paid to the Advisor upon said termination.

However, when one of the parties terminates this Contract in accordance with article 17.2 (Termination with notice):

- (i) the renewal commissions pertaining to Individual Life & Health Insurance products, and
- (ii) the trailer commission pertaining to Segregated Funds and the renewal commission pertaining to GIA's,

continue to be paid for the existing block of business on the termination date:

- subject to the laws, regulations and guidelines applicable to this Contract; and
- on the condition that the Advisor doesn't find himself in one of the situations specified in article 17.1, despite the prior termination of this Contract.



As of the date of termination of the Contract or of assignment by the Advisor of his rights in his Portfolio to a third party in accordance with article 16 of this Contract:

- i) all the Advisor's rights under this Contract with SSQ shall immediately terminate and the Advisor shall immediately cease representing himself as an SSQ Insurance Advisor;
- ii) all amounts owed by the Advisor to SSQ shall become immediately due, without further notice or delay.

Termination of this Contract shall not release the Advisor from any indebtedness towards SSQ.

## **10. SSQ'S OBLIGATIONS**

SSQ agrees to:

- i) register plans (RRSP, RRIF, TFSA, etc.) with the Competent Authorities;
- ii) issue all revenue statements as required by law;
- iii) provide the Advisor's clients with summaries of their transactions and investments;
- iv) offer quality service to the Advisor and his clients;
- v) pay the Advisor the remuneration prescribed in this Contract.

## **11. SPECIAL PROVISIONS**

### **11.1 Relationship between the parties**

The Advisor is not an employee of SSQ and nothing in this Contract shall be interpreted so as to establish an employee-employer relationship between the Advisor and SSQ.

### **11.2 Powers of the Advisor**

The Advisor may not make any commitment on behalf of SSQ other than as provided for under this Contract. The Advisor may not waive any right whatsoever of SSQ.

The Advisor undertakes to refrain from doing any of the following:

- i) draft, make, modify or terminate any Individual Life & Health Insurance Application, any Application form for individual contracts, any Insurance contract or any other document issued on behalf of SSQ. SSQ shall be exclusively responsible for assessing the above-mentioned applications (except those for temporary or conditional coverages) that have been solicited or received in any manner by the Advisor and for the issuance of related Insurance Products, for the processing of claims and the analysis and interpretation of the contracts, for the payment of claims, for the reinstatement of any contract and for the extension of coverage;
- ii) rebate or modify SSQ's premium rates or pay a premium on behalf of a policyholder of an Insurance contract or on behalf of any person submitting an Insurance Product application, waive or extend the due date for the payment of any premium on behalf of SSQ, or submit Individual Life & Health Insurance Applications for a lower premium than that stipulated in SSQ Insurance's current software or rating information;
- iii) incur any expenses on behalf of SSQ or engage SSQ's responsibility in any way;
- iv) represent SSQ in any proceedings brought against it without SSQ's prior written consent;
- v) authorize a third party to render the services stipulated in the Contract, without SSQ's prior written approval;

- vi) make representations to his clients or to insureds that do not comply with the written or verbal information communicated by SSQ to the Advisor concerning the Insurance Products;
- vii) issue any SSQ contract or any other document creating obligations for SSQ without complying with SSQ policies and rules then in effect, and specifically issue the insurance contract if there has been a change in the insurability of the insured since the signature of the Individual Life & Health Insurance Application.

### **11.3 Management of business**

SSQ agrees to inform the General Agent in the event of any of the following:

- i) the transfer request of the business of an Advisor, in part or in whole, to another general agent carrying out business with SSQ;
- ii) the transfer request of business between two (2) Advisors of the General Agent;
- iii) the termination of this Contract.

SSQ proceeds with the transfer request in compliance with the policy for transfers between general agents established by SSQ concerning business transfers between general agents which is available on the corporate sites.

### **11.4 Proof**

In absence of irrefutable proof to the contrary, the parties agree and accept that the registers, books and accounts of SSQ are the best proof for establishing the final justification of any question related to this Contract or to its application.

### **11.5 Communication of information regarding the Advisor**

SSQ incurs no liability whatsoever by reason of providing information, to any person or institution entitled to receive such information in accordance with applicable law, even after the termination of this Contract, regarding the Advisor's record with SSQ, and the reason(s) for the termination of this Contract, as the case may be.

## **12. GENERAL PROVISIONS**

### **12.1 Accumulation**

All of the rights mentioned in this Contract are cumulative and not alternative. The waiver of a right granted by one party in favour of the other party to the Contract must never be interpreted as a waiver of any other right granted herein, unless a provision of the Contract exceptionally indicates the necessity of such a choice.

### **12.2 Time limits**

All of the time limits indicated in this Contract are mandatory, unless otherwise indicated in the text. When calculating a time limit, if the date fixed to carry out a transaction is a Saturday, a Sunday or a statutory holiday, such transaction may validly be carried out on the next business day.

### **12.3 Canadian currency**

All of the sums of money stipulated in this Contract refer to Canadian currency.

#### **12.4 Gender and number**

To the extent that the understanding of the text so requires, a masculine pronoun includes the feminine and vice versa. The same principle applies for a word expressing a number in that the singular includes the plural and vice versa.

#### **12.5 Headings**

The headings used in this Contract have no interpretative value. They serve only to qualify and identify the constituent provisions of the covenant between the parties which are recorded in the Contract and, because of this function, they cannot be ascribed meanings of such nature as to influence the interpretation of a provision.

#### **12.6 Territorial Jurisdiction**

When required by law, the Advisor who offers SSQ's products must have a home or business address, as applicable, in one of the Jurisdictions where he wishes to distribute SSQ's products.

#### **12.7 Elections**

For any claim or lawsuit on any grounds whatsoever relating to this Contract, the parties agree to choose the judicial district of the advisor's business address or of SSQ's head office, as the appropriate place for the hearing of any such claim or lawsuit, to the exclusion of any other judicial district that may have jurisdiction over such litigation according to the law.

#### **12.8 Notice**

Any notice required under this Contract shall be considered sufficient if it is in writing and sent by a means of communication that allows the sender to prove that such notice has actually been delivered to the recipient at the address indicated at the beginning of this Contract or at any other address that may be made known in accordance with this article.

For the purposes of this Contract, any notice sent to the Advisor's General Agent is deemed to be a duly sent notice to the Advisor.

#### **12.9 Amendments**

SSQ reserves the right to modify this Contract, in whole or in part, from time to time. As applicable, SSQ sends written notice to the Advisor and any such modification only takes effect thirty (30) days after being sent to the Advisor.

#### **12.10 E-mail correspondence**

SSQ reserves the right to e-mail promotional or administrative information for the purpose of ensuring smooth business operations. The information sent by SSQ to the most recent e-mail address provided by the Advisor to SSQ will be deemed to have been transmitted by SSQ and received by the Advisor. The Advisor agrees to inform SSQ about any change in e-mail address and SSQ agrees to make reasonable efforts in following up on any incorrect or unspecific addresses, as well as on e-mails that have not been delivered, whether due to a delivery error, rejection by electronic servers or any other reason.

#### **12.11 Additional documents**

The parties hereto undertake to sign all documents, take all actions and do all things required or useful to give full effect to this Contract.

## **13. APPLICABLE LAWS**

### **13.1 Subjection**

This Contract and its interpretation, execution, application, validity, and effects, are all subject to the applicable laws in force in the Jurisdiction of the Advisor's business address.

### **13.2 Presumption**

Any provision of this Contract that is not compliant with applicable laws shall be deemed to be without effect to the extent that it is prohibited by any such laws. The same shall apply to all of the clauses subordinated or related to such a provision to the extent that their applicability depends on the said provision.

### **13.3 Adaptation**

If a provision of this Contract contravenes an applicable law, such provision shall be interpreted, as the case may be, so as to render it compliant with the applicable law or, in default thereof, in the manner most likely to respect the intention of the parties, without derogating from the prescriptions of the applicable laws.

### **13.4 Continuation**

Any decision from a court indicating that a provision of this Contract is prohibited, null or void shall in no way effect any of the other provisions of this Contract, their validity or enforceability, unless the provision that derogates from the applicable laws is essential to the proper functioning of the Contract.

## **14. CONFIDENTIAL INFORMATION**

### **14.1 Usage**

For the purposes of this Contract, the Advisor may have access to confidential information belonging to SSQ. Any information pertaining to SSQ's products, method, procedure, know-how, service, software or business plan received by the Advisor from SSQ or which may be learned by the Advisor, in virtue of this Contract, is deemed confidential ("Confidential Information"), including without limitation, the contents of this Contract. The Confidential Information may not be used, reproduced, copied or disclosed by the Advisor or his employees for any purposes other than those specified in this Contract.

### **14.2 Non-disclosure**

The Advisors and its employees, agree to refrain from using or disclosing Confidential Information belonging to SSQ to a third party in any way, in whole or in part, without the prior written authorization of SSQ. If the Advisor is required under a specific legal provision or judicial decision to disclose to a third party, for any reason, any Confidential Information belonging to SSQ, the Advisor agrees to advise SSQ of such requirement without delay so that SSQ may obtain a court order to protect the confidential nature of such information or waive application of the provisions of this Contract.

### **14.3 Confidential nature of information**

The Advisor recognizes that the transmission of Confidential Information belonging to SSQ to its employees must be strictly limited to the minimum necessary. To this end, the Advisor agrees to take all precautions necessary to ensure the confidential nature of the information received from SSQ is protected. Notwithstanding the responsibility it may be assigned, any accidental or unauthorized usage or disclosure of Confidential Information belonging to SSQ by the Advisor or his employees must be reported to SSQ without delay.

### **14.4 Length of application**

Article 14 of this Contract shall continue to apply after the Contract has ended.

## **15. PERSONAL INFORMATION**

### **15.1 Usage and non-disclosure**

With regard to the personal information it receives about clients of SSQ, the Advisor agrees to comply with all applicable personal information protection laws and all personal information protection standards established by SSQ. The Advisor also agrees to refrain from collecting, using or disclosing personal information about clients of SSQ for purposes other than those for which such information was obtained.

### **15.2 Confidential nature of personal information**

The Advisor recognizes that the transmission of personal information about clients of SSQ to its employees must be strictly limited to the minimum necessary. To this end, the Advisor agrees to take all precautions necessary to ensure the confidential nature of the personal information about clients of SSQ is protected. Notwithstanding the responsibility the Advisor may be assigned, any accidental or unauthorized usage or disclosure of personal information about clients of SSQ by the Advisor or its employees must be reported to SSQ without delay.

### **15.3 Length of application**

Article 15 of this Contract shall continue to apply after the Contract has ended.

## **16. ASSIGNMENT**

The assignment, conveyance or alienation of the rights, duties and obligations of the Advisor are subject to the following conditions:

- i) The assignee must hold an advisor contract with SSQ and must not be in default;
- ii) The assignee must meet the requirements established by SSQ; and
- iii) SSQ must consent thereto in writing, which such consent not to be unreasonably withheld.

## **17. TERMINATION OF CONTRACT**

### **17.1 Automatic termination without prior notice**

This Contract is automatically terminated without prior notice, if:

- i) the Advisor is in default of compliance with its obligations under this Contract and cannot cure the default within a timely manner;
- ii) the Advisor commits a fraudulent act relating to the distribution of financial products and services;

- iii) the Advisor knowingly makes a false statement or commits an act of dishonesty towards SSQ;
- iv) the Advisor becomes insolvent, assigns his property for the benefit of his creditors, proceeds with the liquidation of his property, declares bankruptcy or makes a proposal;
- v) in the case where the Advisor is a legal person or partnership, if: 1) the liquidation or dissolution of the assets of the stated legal person or partnership occurs; 2) a director, a member of the Advisor's management team or an employee of the Advisor commits a fraudulent act towards SSQ or one of the clients of one of the parties;
- vi) the death of the Advisor occurs, if a tribunal declares the Advisor incapable or if the Advisor becomes permanently disabled and can no longer serve the interests of his clients.

### **17.2 Termination with notice**

This Contract shall be terminated upon expiry of a time limit of thirty (30) days from the receipt by one party of a written notice from the other party to such effect.

### **17.3 New business**

In the cases set out under articles 17.1 and 17.2, it is agreed that no new business may be submitted to SSQ by the Advisor after the date the termination takes effect.

## **18. EFFECTIVE DATE**

This Contract comes into force on the date indicated in the confirmation letter sent by SSQ to the Advisor. Such confirmation letter evidences the signature of the present Contract by SSQ.

## **19. DURATION**

This Contract is being entered into for an indeterminate length of time.

**20. SCOPE OF CONTRACT**

This Contract binds the parties hereto as well as their legal representatives, rightful claimants and successors.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED, ON THIS \_\_\_\_ DAY OF THE MONTH OF \_\_\_\_\_ 20 \_\_\_\_.

**GENERAL AGENT**

Undertaking: the General Agent recommends that SSQ grant an Advisor Contract to the Advisor and, in consideration for the granting of said contract, stands solidarily as codebtor with the Advisor for the Advisor's obligations towards SSQ.

\_\_\_\_\_  
Name of General Agent

\_\_\_\_\_  
Name and title of General Agent's authorized signatory

\_\_\_\_\_  
Signature of General Agent's authorized signatory

**INDIVIDUAL ACTING AS ADVISOR**

\_\_\_\_\_  
Name of individual acting as Advisor

\_\_\_\_\_  
Signature of individual acting as Advisor

**LEGAL PERSON OR PARTNERSHIP ACTING AS ADVISOR  
(agency, firm, independent partnership)**

\_\_\_\_\_  
Name of legal person/partnership acting as Advisor

\_\_\_\_\_  
Name and title of authorized signatory of the legal person/partnership acting as Advisor

\_\_\_\_\_  
Signature of authorized signatory of the legal person/partnership acting as Advisor