



TRAVELANCE
YOUR PEACE OF MIND. OUR PROMISE

BROKER SALES AGREEMENT

MGA/Agency Agent – Individual or Company

All pages of the contract must be completed and submitted, along with:

Signed Agreement

Sign pages 6 and 8

A current copy of Resident License

A copy of your Errors & Omissions (E&O) Insurance

Copies of current Non-Resident Licenses

Full Name (Individual or Company):		
Mailing Address:		City:
Province:	Postal Code:	Phone:
Email Address: By adding the email address, I give Travelance express consent to send me relevant sales & marketing information by email.		
Website URL:		Check this box if you require a Business to Consumer (B2C) link for your website.
How did you hear about us:		Proficient Languages:
Please check <u>all</u> provinces/territories in which the Broker holds a License and <i>provide a copy:</i> AB BC MB NB NL NS NT NU ON PE QC SK YT		

MGA Name:

(Mandatory)



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Broker Declaration

1. Have you ever had any license or registration of any kind refused, suspended, revoked or been subject to a disciplinary hearing or investigation by any regulatory authority in Canada or the U.S.? Yes No
2. Have you ever been convicted of any crime, other than a misdemeanor, in a court of law in any State, Province, Territory or country, or are you currently the subject of any criminal charges? Yes No
3. Have you been involved in a personal or corporate bankruptcy/insolvency within the past five years? (If yes, please provide a copy of the discharge document). Yes No
4. Are there any unpaid judgements or liens against you? Yes No
5. Have you ever been on probation ordered by the court? Yes No
6. Has any insurance company ever cancelled a contract with you for reasons other than low production? Yes No
7. Have you ever had a complaint filed against you by an Insurance department? Yes No
8. Do you have any outstanding debt with any insurance company? Yes No
9. Will you be engaged or employed in any other business, occupation or profession? Yes No

If the answer to any of these questions is 'Yes', provide details below (use a separate sheet, if necessary). A criminal record or credit check may be required by the Company.



License Sponsor Information

1. Has the agent/applicant changed sponsors in the last 5 years? Yes No
a) Name **and** dates: _____

2. If 'Yes', please tell us why you changed sponsors:

Current license sponsor (if applicable). Name: _____

AGREEMENT TERMS

Between

Travelance "The Company"

And

The "Broker (Signing Authority)"

both hereinafter collectively called the "Parties"

1. Appointment

By signing this agreement, the Company hereby appoints the Broker to market, promote and sell the Company's insurance products and, also by signing, the Broker hereby accepts this appointment. Under this agreement, the Broker is authorized to represent the Company, only for the purpose of fulfilling the mandate of this agreement. As such, the Broker will not act as an agent of the Company and therefore cannot bind the Company other than as stipulated under this agreement.

2. Licenses

The Broker is responsible for maintaining all required licenses under provincial and federal law as is required for the sale of the Company's products in the province or jurisdiction where the Broker is legally authorized to do business. Upon signing this agreement, the Broker acknowledges and declares that it, its directors, officers agents and employees (internal or external) hold all the required and valid licenses to sell the Company's insurance products and as such, all business is and will be conducted in compliance with all applicable Canadian statutes, regulations and laws.



3. Premiums

As authorized under this agreement, the Broker will collect the appropriate premiums from his clients as outlined by the Company and electronically remit all collected premiums at the time of receipt directly to The Company's partner(s). The Company reserves the right to refuse any sale and coverage for which the applicable premium is not properly remitted. Individual premium will be determined with review of the selling process.

Administration Fees and Commission Chargeback

In the event policies are cancelled and/or refunded in whole or in part in as outlined in the Administration Fees of the policy, then the applicable debit or credit commissions will be shown on the next monthly statement as such. The Company may collect any amount that is due from the Broker against commissions owing to the Broker until the amounts owed have been paid in full.

The Broker is required to make payment to the Company within 30 days.

- *If payment is not received within 30 days, the Company will advise Broker that payment is due within 21 days to avoid legal proceedings,*
- *If payment is not received within the 21 days as described, the Company will formalize legal proceedings against the Broker and inform The Company's partners of the action that the Company has taken.*

4. Commissions

Commissions are paid to the Broker in accordance with the attached schedule of commissions called *Appendix "A"*. It is agreed that the Company may modify the commission schedule without prior notice to the Broker at its unrestricted discretion. The Company shall set out such changes in writing to the Broker.

5. Records

All financial and licensing records of the Broker pertaining to the subject matter of this Contract will be retained by the Broker for a period of fifteen (15) years. It is understood that the Company will have unrestricted access to such records, which will be made available at the office of the Broker, or, alternatively, at such place where the records are maintained, during the applicable fifteen (15) year period, whether or not this Contract is then in force. Should the Company require access to such records, it will provide the Broker with a minimum of two business days' (i.e. excluding statutory holidays and weekends) prior written notice of such requirement, where after the Broker shall grant access to the Company. Records must be maintained for fifteen (15) years either by the Broker or submitted to the Company.



6. Termination

This Contract may be terminated by either party upon thirty (30) days' prior written notice to the other. The Company reserves the right to immediately terminate this Contract in its unrestricted discretion without issuing notice to the Broker in the event where the Broker is in material default or repeated breach of the obligations or guidelines as required under this Agreement. In the event of termination, the Broker will immediately return to the Company all policies, training materials, manual policy confirmations, documents, software and other material supplied by the Company. Both Parties agree to settle all debits, credits and monies owing to the other within thirty (30) days following termination. The obligations of the Broker with respect to records, as noted above, shall survive the termination of this Contract and continue in respect of the applicable licensing records.

7. Advertising / Marketing / Promotion

No Party may use the other Party's name, website, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of the other party, such consent not to be unreasonably withheld. The Company has the right to review any marketing materials used by the Broker and/or its advisors including, but not limited to the website, webpage, social media entities, digital marketing practices and solicitation through digital media. The Company reserves the right to not allow the Broker and/or its advisors/agents/representatives to use The Company name, logo, symbols, trademarks, or services marks, should an illegitimate usage be found. Any use by either party, without the approval of the other party, of the name, website, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notification from the other party or the date upon which this contract is terminated.

8. Hold Harmless

The Parties agree to indemnify and hold the other harmless with respect to any error and omission, damage, loss, or expense, including but not limited to lawyers' fees, caused by the other party's breach of any of its undertakings, obligations or failure to follow guidelines and procedures as set forth within the scope of this agreement, or, for any of its acts in the performance of its obligations under this agreement, provided that the non-breaching party has not caused or contributed to such liability by its own acts or omissions and provided that the non-breaching party promptly notifies the other party of any claim, or allegation of claim, or suit that is not within the business scope of this agreement. In no event shall The Company or its partners be held liable for any indirect or consequential damages.



9. Privacy

The Parties ensure that any use of information under this Contract is compliant with all applicable Canadian statutes, regulations and laws.

10. Arbitration

The Parties agree that any dispute arising out of this Contract, which is not specifically dealt with within the terms of this Contract, shall be submitted to arbitration in accordance with the laws of Ontario, and the expense of such arbitration shall be borne equally by the Company and the Broker. Either party may implement this action pursuant to thirty (30) days written notice to the other.

11. Communication

Any communication made under the terms of this contract shall be conclusively deemed as having been received by the party to whom it is addressed on the date of delivery if delivered, on the date of transmission if sent by fax or email, and on the 5th business day following deposit thereof in the post if sent by registered mail, and shall be addressed respectively to the Party.

12. General Provisions

This Contract constitutes the entire understanding between the Parties. Declarations, representations, promises or conditions, other than those set forth in this contract, shall not be construed in any way so as to contradict, modify or affect the provisions of this contract.

This contract shall not be amended or modified except by another written document duly signed by all the Parties and sections of this agreement.

This Contract shall be construed and enforced in accordance with the laws in force in the province of Ontario. The Parties, having read this present agreement, hereby acknowledge their acceptance of all parts and sections of this agreement.

By signing this agreement, you/your agency agree to all the above terms & conditions.

Broker Name:

Witness Name: (Not a Family Member)

Signed at (City and Province): _____

Signed at (City and Province): _____

(X) Signature: _____

(X) Signature: _____

Dated (DD-MMM-YYYY): _____

Dated (DD-MMM-YYYY): _____



Consent and Authorization Declaration

I have applied to Travelance for a *Travelance Sales Agreement*. The following information is about me or for a partnership or corporation of which I am a principal, to sell insurance distributed by Travelance or where there is a current *Travelance Sales Agreement* in place.

I understand that it is my responsibility to maintain all required licences under provincial and federal law as is required to distribute in the province or jurisdiction where I am legally authorized to do business. Upon signing this agreement, I acknowledge and declare that I hold all the required and valid licences to sell insurance products distributed by The Company and as such, all business is and will be conducted in compliance with all applicable Canadian statutes, regulations and laws.

Part of the application process and ongoing performance review is an investigation both of my personal background and, if applicable, the background of the corporate applicant by Travelance, its underwriters or its authorized agents and background check providers.

I hereby authorize and direct Travelance, its underwriters, its authorized agents and background check providers to release information contained in their files concerning me, and if applicable, the corporate applicant, my employment, my business records, my education record, my credit record and/or any other information relevant to an agreement to distribute insurance.

On behalf of myself and, if applicable, the corporate Applicant, I specifically authorize Travelance, its authorized agents and background check providers to:

- Obtain a criminal activity clearance report from any police agency or government; information concerning certificates, licenses and registrations; any information concerning complaints or disciplinary measures from regulators, industry professional organization and associations;
- Obtain records of criminal convictions for which a pardon has not been granted, and conditional and absolute discharges which have not been removed from the CPIC (Canadian Police Information Centre) system in accordance with the Criminal Records Act;
- Obtain prohibited personal information; which is information relating to persons against whom an order of prohibition is in effect with respect to firearms, liquor, driving, hunting, etc.;
- Exchange information with any regulator, professional registry or database, insurance company, financial institution, personal information agents or detective and security agencies or organizations whose functions are the prevention, detection or repression of crimes or offenses, market intermediaries, my employer or ex-employer, including all personal information which could be collected through verification of my Application for an Agreement and ongoing performance.



I acknowledge that records and/or information located and/or disclosed by authorized agents of Travelance and its affiliates/police services may or may not pertain to me. Positive identification can only be confirmed through the comparison of fingerprints, which must be submitted by me. This final stage may be required in certain circumstances.

I understand that Travelance will establish a file concerning the Application or Agreement and subsequent performance and that personal information contained in this file will be used by the employees Travelance and its partners, as required to administer the Application or Agreement. Access to personal information in our systems is restricted to only approved personnel. Our partners/underwriters employ generally accepted standards, such as, firewalls, encryption and access control procedures to prevent unwanted and unauthorized access to your personal information. I may consult the personal information contained in this file and, if applicable, have it rectified.

Travelance, from time to time, retains the services of third parties to assist in administering the Application or Agreement ("Third Party Administrators"). I understand and consent to Travelance disclosing personal information to Third Party Administrators. I understand that Third Party Administrators will only use my personal information for the purposes of providing services to Travelance and for no other purpose.

Upon request to any professional registry established by the industry and holding information about me, I shall be informed of the existence, use and disclosure of personal information and I shall be given access to that information for purposes of accuracy and completeness.

I further authorize Travelance and its partners to use my social insurance number and other personal information for Income Tax purposes and /or for the investigations set out in this section.

I hereby certify that the statements I have made are true and correct to the best of my knowledge and belief. I understand that any false statement on this application may be considered as sufficient cause for rejection of this appointment or for termination if such false statement is discovered subsequently.

Declaration, Consent and Authorization;

Broker Name or Name of the Signing Authority: _____

(X): Signature _____ Dated (DD-MMM-YYYY): _____

Do Not Sign - For Office Use Only. On Behalf of The Company:

Name: _____ Title: _____

(X): Signature _____ Dated (DD-MMM-YYYY): _____



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Travelance Sales Agreement – Addendum 1

Travelance Inc.

and

of

(the Agent) (the MGA or Company)

all herein, referred to as "the Parties".

It is noted and agreed by the parties that the "Travelance Sales Agreement" will contain the Commissions clause as follows:

Commissions

Commissions are paid to the Agent in accordance with the terms set by the MGA or Company. The MGA or Company is responsible to pay commissions to the Agent, following a sale made by the Agent under the Travelance issued Agent Code. Business brought to the MGA or Company by the Agent will be recognized as owned by the Agent. Travelance Incorporated is not responsible to pay the Agent for any sales made under his/her Agent Code.

Name: _____ City: _____

Signature: _____ Dated: _____

Agent

Name: _____ City: _____

Signature: _____ Dated: _____

MGA/Company Owner or Signing Authority

Name: _____ City: _____

Signature: _____ Dated: _____

Travelance

Submit this form:

Electronically scan the document and email to: join@travelance.ca OR

Fax to: 1-888-882-3004 OR

Post to: Travelance; 45 O'Connor Street, Suite 1150, Ottawa, ON, K1P 1A4 Canada

Travelance Incorporated

To Whom It May Concern:

By this letter I, _____ assign all of my Travelance Insurance F.Y.C. and Bonus, to National Best Inc. o/a National Best Financial Network, Code (_____).

All business written under my code will be owned by myself.

Signature of Broker

Date

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

Signature of Assignee

Date