

Broker Contract

For Independent Broker with or without professional corporation



Name of Broker (Individual) (please print name): _____

Address of residence: _____,

a duly licenced broker to sell life and health insurance and annuity products (the "Licenced Broker").

Name of Broker (Corporate Entity): _____

Head Office Address: _____,

a corporation, duly incorporated under the laws of _____,

solely owned and controlled by the Licenced Broker (the "Corporate Broker").

Name of AGENCY through which the BROKER is also contracted: _____

(the "AGENCY").

In the event that there is no Corporate Broker identified above, the term "BROKER" is hereinafter defined to mean the Licenced Broker.

In the event that a Corporate Broker is named above along with a Licenced Broker, the Licenced Broker and the Corporate Broker shall be jointly and severally liable for all BROKER obligations owing to the Company hereunder, including all financial liabilities owing to the Company, and the term "BROKER" includes the Licenced Broker and the Corporate Broker. Notwithstanding the foregoing, all compensation payable from the Company to the BROKER hereunder shall be payable solely to the Corporate Broker in satisfaction of the Company's obligations with all associated tax receipts, slips and/or records of payment to be made in the exclusive name of the Corporate Broker.

This Broker Contract, referred to as the "Contract", is made in triplicate, between ASSUMPTION MUTUAL LIFE INSURANCE COMPANY (the "Company"), the AGENCY and the BROKER.

The Company acknowledges that the BROKER has concluded an agreement with the AGENCY named above. The BROKER also acknowledges that the AGENCY has concluded an agreement, referred to as the "Agency Contract" with the Company, outlining the AGENCY's rights, interests and obligations on the business sold and placed with the Company by the BROKER.

The BROKER hereby consents to the sharing of all information in the possession or under the control of the Company pertaining to the BROKER and its respective clients, with the AGENCY to give effect to this Contract and the Agency Contract. BROKER also consents to the sharing of all information in the possession or under the control of the AGENCY pertaining to the BROKER and its respective clients, with the Company, to give effect to this Contract and the Agency Contract. This consent shall remain in full force and effect until all policies sold by the BROKER and under its care are no longer in force.

The BROKER acknowledges and agrees that the AGENCY shall exercise supervisory functions as per the Agency Contract and agrees to submit to the AGENCY's authority to that effect and AGENCY agrees to exercise such functions and authority. BROKER also agrees that the compensation payable to BROKER under this Contract can be redirected to the AGENCY upon request made by the AGENCY, without the Company obtaining further consent from the BROKER.

IN CONSIDERATION of the covenants and commitments set forth herein, the Company, the AGENCY and the BROKER agree as follows:

1. EFFECTIVE DATE AND TERM

This Contract is effective from the date the last party to sign this Contract has signed this Contract, or such later date that the BROKER confirms to the Company in writing that it holds all permits, licenses, coverages and certificates (required under sections 2, 16 and 17 of this Contract) to conduct its activities.

This Contract replaces and supersedes all prior agreements and representations between the parties, whether written or oral.

This Contract remains in force and effect until terminated as per section 21 of this Contract.

2. REPRESENTATIONS AND WARRANTIES

The BROKER hereby represents and warrants that:

- a) If a Corporate Broker is named hereunder, the transactions contemplated by this Contract (i) are within its corporate powers (ii) have been duly authorized by all necessary corporate action; and (iii) constitute a legal, valid and binding obligation of the Corporate Broker;
- b) It has the necessary qualifications, knowledge, skills and ability to perform the services described in this Contract;
- c) It is licensed and/or registered, as applicable, in all jurisdictions where the BROKER performs its duties under this Contract;
- d) In placing business under this Contract, the BROKER will not be in violation of any duty or obligation owed to another entity; and
- e) It shall follow policies and procedures established by the Company and/or the AGENCY for effective compliance of the requirements and obligations outlined in this Contract.

3. DEFINITIONS

For the purpose of this Contract, and unless otherwise defined in this Contract, the word "Client" means the client of the BROKER having purchased a Company product.

For the purpose of this Contract, the expression "Company Rules" means the rules, guidelines, directives and instructions established and/or issued from time to time by the Company respecting soliciting and servicing life and health and annuity business and to facilitate the administration of such business and the management of this Contract. The Company Rules may be published by the Company from time to time on its secured website, accessible to the BROKER and the AGENCY.

4. AUTHORITY, DUTIES AND OBLIGATIONS

Subject to the provisions of this Contract, the Company appoints the BROKER and the BROKER agrees to act as a non-exclusive BROKER to solicit and sell life and health insurance and annuity products marketed by the Company only in the Canadian jurisdictions where it is licensed or registered. The BROKER is and shall remain contracted under an Agency Contract, as long as this Contract remains in force.

The BROKER agrees to act as an independent contractor. In addition to the terms and conditions of the Agency Contract, the BROKER, the BROKER is hereby authorized by the Company and the AGENCY and agrees to:

- a) Distribute and sell Company's products only in jurisdictions where the BROKER is duly licensed. If the distribution of Company's products extends to the distribution of segregated funds or other investment products through the

- FundSERV network, the BROKER agrees and undertakes to comply with the Company and FundSERV requirements;
- b) Provide all required services on Company insurance and annuity policies sold by the BROKER or acquired by the BROKER, until such time as the policies are no longer in force or are assigned to another BROKER;
 - c) Secure and transmit promptly to the Company all Client applications, premiums and deposits;
 - d) Deliver promptly to the Clients all insurance and annuity policies and related documentation;
 - e) Promptly return to Company all issued policies that the Client has not accepted;
 - f) Not pay Client's premiums, extend the time for payment of premiums, waive payment of premiums or make deposits on Client's products;
 - g) Maintain adequate books and records of all transactions regarding policies. Such records shall be maintained in accordance with the most prudent industry standards applicable to brokers;
 - h) Disclose conflicts of interest to the Clients as per the applicable forms and standards;
 - i) Comply with policy replacement laws and rules;
 - j) Maintain adequate documentation of needs-based selling;
 - k) Comply with Company Rules;
 - l) Comply with the Company's Code of Conduct (attached as Schedule B to this Contract, as may be amended from time to time by the Company).
 - m) Follow proper training and fulfill all required professional continuing education on various topics pertinent to the professional activities of the BROKER, such as: conflict of interest; needs-based sales practices; unfair trade practices; replacement of individual life insurance; rebating; anti-money laundering; and protection of personal information, and any other topic as directed by the Company or mandated by insurance regulators or by any applicable legislation from time to time;
 - n) Maintain proper electronic safeguards, including information technology security systems, on electronic devices used to fulfill the BROKER professional duties;
 - o) Protect and refrain from sharing your passwords and access codes on any computers, electronic devices, systems and websites;
 - p) Comply with Company's Websites Terms of Use attached as Schedule C of this Contract. The Company may add specific Terms of Use for various Websites it may develop for the benefit of BROKER. As such, BROKER agrees to comply with those additional Terms of Use; and
 - q) Refrain from using your personal or corporate address as a primary address for policyholder communications with the Company.

The Company reserves the right to set a minimum annual production and persistency rate for the BROKER, in order to maintain this Contract in force, and to modify such rate from time to time, by providing 30 days prior written notice to the BROKER.

The BROKER shall advise the AGENCY and the Company forthwith should it be informed that a Client wishes to file a formal complaint against the BROKER, the AGENCY, or the Company.

The BROKER acknowledges that the Company may receive a complaint directly from a Client or a regulator alleging a BROKER's misconduct. The BROKER agrees that the Company shall conduct its own investigation following receipt of such complaint. The Company agrees to disclose such complaint to the BROKER and to the AGENCY promptly.

The BROKER shall notify the Company and the AGENCY promptly:

- a) Should it file an assignment in bankruptcy, has gone into receivership, has been declared insolvent or has executed a general assignment to the benefit of creditors;
- b) Should it be informed that a third party has submitted or filed a claim against the BROKER related to its professional activities.
- c) Should it have unpaid and late outstanding income tax debt, statutory deductions or excise tax debt;
- d) Should it be subject to any criminal, civil or regulatory (including regulators of professional organizations, licensing

authorities, self-regulatory bodies and government departments or agencies) investigation, suit, judgment, order, prosecution or disciplinary action;

- e) Should it terminate its contractual relationship with the AGENCY, retire or become inactive; and
- f) Should it have one or more of its license(s) terminated or suspended.

5. COMPLIANCE

The BROKER shall comply with all requirements imposed by law, by regulators and by this Contract in order to maintain this Contract in force. This includes the adherence by the BROKER to the Company Rules. BROKER and AGENCY also agree that Company may change the Company Rules at its discretion by providing BROKER and AGENCY with a ten (10) days prior written notice.

The BROKER undertakes to comply with anti-money laundering and anti-terrorism financing obligations pertaining to the policyholder identification, retention of records, reporting large cash transactions and suspicious transactions. To that effect, the BROKER agrees to:

- a) Verify the identity of policyholders by filling the proper Company forms, when required, in a timely fashion. If the policyholder is a body corporate or an entity, the verification must include the verification of the identity of beneficial owners by filling out and submit the proper Company forms, in a timely fashion; and
- b) For large deposit amounts of \$100,000 and more, the BROKER shall proceed with the filling and submitting of politically exposed persons forms, as required by the Company, in a timely fashion.

6. COMPANY OBLIGATIONS

The Company shall provide the BROKER with the following administrative services:

- a) Making the appropriate compensation payments to the BROKER in a timely fashion, as per the applicable compensation guides, subject to the AGENCY's instructions to direct such payments directly to the AGENCY;
- b) Issue all taxation slips or receipts associated with the payment of compensation, as required by law;
- c) Provide the pertinent information to the BROKER pertaining to the compensation; and
- d) Such other administrative services as the Company deems appropriate.

It is understood and agreed that the Company may reject any application that is submitted to it by any BROKER.

7. POLICYHOLDER SERVICES

Subject to the AGENCY's rules, the BROKER will be responsible for the servicing of its Clients who become Company's policyholders. The BROKER acknowledges and agrees that the Company is obligated by law to deliver statements, invoices, and other notices to its policyholders. As permitted by law, the Company will cooperate with the BROKER in providing the information needed in order to better serve the policyholders.

The BROKER will exercise the care, skill and diligence that can reasonably be expected from a competent broker.

At all times the BROKER will ensure that all policyholders who purchased a Company policy, or policies acquired by the BROKER will have access to the BROKER for continuous services, until such time as the policies are no longer in force or are transferred to another BROKER.

In the event that this Contract terminates or in the event that a policyholder has requested a change of Broker on record, the Company shall contact the BROKER or the AGENCY to find adequate alternative measures. The Company may have to assign the policyholder to another Broker where the law and regulation so provide or the policyholder directs.

8. SCREENING AND MONITORING

The BROKER consents to and agrees that the Company and/or the AGENCY are authorized to conduct inquiries to confirm that the BROKER remains duly licensed and has Professional Liability Insurance / Errors & Omissions (E&O) Insurance in place to conduct its business activities in the province or territories in which the BROKER may transact business. Such amount of insurance shall not be less than the minimum amount imposed by law and required by the Company.

The Broker also consents and agrees that the Company and the AGENCY are authorized to conduct periodic screening of the BROKER, including credit checks, compliance and regulatory enquiries and industry debt, to confirm the quality of BROKER's business history and BROKER financial stability, from time to time. The BROKER authorizes the Company and/or the AGENCY to perform such screening and authorizes and directs any third party, including government agencies, public bodies, tax authorities, insurance companies, and credit agencies, to release to Company and/or the AGENCY information contained in its files concerning its business, credit records, income tax debt, and investigation pertaining to its business activities. The BROKER's consent takes effect on the date of the signing of this Contract and remains in full force and effect until the termination of this Contract. A photocopy of this authorization is as valid and sufficient as the original to release of such information.

The BROKER agrees that the Company may, from time to time, conduct an audit or review of the BROKER compliance practices to ensure that all duties and obligations as outlined in this Contract are complied with. The Company may also, from time to time, conduct surveys with Clients to measure their satisfaction level with regards to the services and products they purchased. Any review or survey may be conducted by the Company itself or with the assistance of a consulting firm on a random basis. Should the Company require an on-site review, it shall notify the BROKER at least one (1) week in advance. The BROKER agrees to fully cooperate with the Company and the consulting firm retained by the Company, as the case may be, during the review process.

The Company agrees to protect the confidentiality of any information it has collected or obtained during the review process, subject to:

- a) The Company's obligation to disclose the information to the AGENCY as per the AGENCY Contract;
- b) The Company legal obligations to disclose such information to any regulator or government agency;
- c) The rights of any regulator or government agency to require disclosure of such information; and
- d) A Court order requiring the Company to disclose the confidential information to any third party.

The BROKER acknowledges that regulators and enforcement agencies may conduct audits, inquiries or investigations on the BROKER's business. Some inquiries or investigations may be highly confidential and prohibit the Company from informing the BROKER. When permitted by law, the Company shall inform the BROKER forthwith should a regulator or enforcement agency perform such audit, inquiry or investigation on the business of the BROKER.

9. COMPENSATION

While this Contract is in force, the Company agrees to pay to the BROKER, as sole compensation for its services pertaining to the soliciting and arranging for the issuance of the Company's products, those commissions provided for in Schedule A entitled: *the Compensation Guide* attached and forming part of this contract. Schedule A may be amended from time to time by the Company upon 30 days prior written notice to the BROKER.

Company reserves the right to limit the payment of the unearned portion of the annualized first year and second year commissions with respect to any policy. Company may also retain any amount from any commission payment due to the BROKER as a reserve set out on the account of the BROKER for the purpose of covering potential chargebacks. Company shall inform the BROKER of circumstances upon which it shall remit the reserve amount to the BROKER.

The BROKER's compensation may be redirected to the AGENCY at the AGENCY's request, without the BROKER's consent in which event the BROKER's sole recourse for payment of such compensation shall be against the AGENCY.

Company may withhold compensation with respect to the BROKER for a reasonable time in order to investigate the BROKER, should it suspect any wrong doing which may cause damage or loss to the Company or a policyholder. The Company may also reduce or withhold entirely any compensation payable to the BROKER, to indemnify a policyholder for any damage or loss it has incurred or suffered as a result of the BROKER wrong doing.

In the event that a policy lapses, is surrendered or terminated, for any reason before the chargeback period has expired, or in the event that premium decreases, the Company may debit earnings account with a chargeback as provided for in Schedule A and the Company Rules. The BROKER is liable for any chargebacks as provided for at Schedule A, except for the portion of the compensation payable to the BROKER that has been redirected to the AGENCY and has not been paid by the AGENCY to the BROKER.

Company will continue to pay compensation as provided for in the Schedule A on each in-force policy, provided that the BROKER's right to receive compensation has not been terminated or assigned under this Contract.

All amounts paid under this Contract are inclusive of any applicable sale taxes.

Notwithstanding the foregoing, the Company reserves the right to adjust the compensation in respect of a policy in the event that the policy is reinstated, replaced, premiums are refunded, or policy changes. The BROKER agrees that the Company may establish the rules to that effect as part of the Company Rules and may change them at its sole discretion.

10. EXPENSES

The BROKER shall bear all expenses incurred in the conduct of its business activities, and the Company assumes no liability in this regard.

11. LIMITATIONS ON AUTHORITY

The BROKER does not have the authority to:

- a) Accept risks or bind the Company in any way, whether with regard to insureds or others;
- b) Incur any liability whatsoever on behalf of the Company;
- c) Remit a premium to the Company before such premium has been in fact collected;
- d) Make or alter insurance policies or illustrations on behalf of the Company;
- e) Waive or modify any terms, conditions or limitations of any policy;
- f) Institute legal proceedings on behalf of the Company;
- g) Issue, produce or use in any way any advertisement or other material bearing the name or logo of the Company or of its products or bearing any other mark identifying the Company or its products, except with the written consent of the Company;
- h) Use or disclose the Company's Clients information for any purpose other than the purpose for which the information was originally collected without prior consent of the Client;
- i) Directly or indirectly pay or allow any rebate or waiver of premium; or
- j) Provide any inducement offer on any policy unless permitted by law.

12. MONEY COLLECTED

All premium payments and deposits shall be made payable directly to the Company by the Clients only. The BROKER shall not accept cash from the Clients. Payment of premiums made by money orders or bank drafts can be refused by the

Company and should be highly discouraged at all times. Premiums payment made by cheques shall only be made payable to the Company, in compliance with the Company Rules.

All premium payments and deposits shall be remitted to the Company, at its head office, as soon as possible. No premium shall be paid or remitted by the Client by credit card, debit card or other electronic means unless otherwise agreed to in writing by the Company.

13. BOOKS AND RECORDS

The BROKER shall maintain complete and adequate records of all transactions entered into for or on behalf of the Company. All books, letters, files, pamphlets, guides, forms and other documents or materials of any kind whatsoever relating to the Company's business are and remain the sole property of the Company. The BROKER shall not dispose of such property without the written consent of the Company. It shall allow persons authorized by the Company to examine such property and shall return such property to the Company upon request or upon termination of this contract. The BROKER may retain copies of such records as necessary to perform its post-termination obligations under the Contract.

14. CONFIDENTIALITY

The BROKER shall, on a best efforts basis, maintain the confidentiality of the Company's business information, including the content of this Contract and the rates of compensation payable hereunder. The BROKER shall protect the confidentiality of this Contract from disclosure to third parties, other than on a direct need-to-know basis, and only with such third parties that are subject to contractual or professional obligations of confidentiality owing to the BROKER as stringent as that owing to the Company under this Contract. The Company shall maintain the confidentiality of the BROKER's business information.

15. INFORMATION PROTECTION

For the purpose of this section, the term "Client" means and includes any policyholder, person insured, annuitant, premium payor and any beneficiary. The Client may be an individual or a body corporate. As such, both personal information and non-personal information, such as information about a body corporate, is considered and treated as confidential information.

Under this Contract, the BROKER will have access to sensitive confidential information regarding the Clients. This information may include medical or financial information or concern the Client's general lifestyle; such information may be received in oral, written or electronic form. The BROKER undertakes to take appropriate measures to protect the confidential information of the Clients that is in its possession or under its control. To that effect, the BROKER is required to comply with all applicable privacy laws as well as the Company Rules pertaining to confidential information protection and information technology security. The BROKER also agrees to comply with AGENCY policies and procedures on privacy. The BROKER undertakes to maintain appropriate security controls on its systems, electronic devices, and in its office, reflecting the industry standards applicable to BROKERS, in order to protect the confidential information of Clients.

The BROKER shall inform the Company forthwith should the BROKER be informed or learn of an infringement to any Client's rights under privacy legislation, breach of confidential information protection or unauthorized access or use of confidential information caused by the BROKER. This includes an actual or potential loss or theft of Client's confidential information.

The BROKER acknowledges and agrees that the Company may suspend the BROKER distribution code with the Company, upon learning of a potential or an actual breach of protection of Client's confidential information and both parties agree to use reasonable efforts to resolve the issues in a timely fashion.

The BROKER agrees to provide the Company upon request, with an annual certificate of Confidential Information compliance, duly signed, as requested by the Company from time to time.

The BROKER undertakes to release and indemnify the Company for any and all claims, losses or damages (including legal fees expended in the handling or defense of such claims) arising from loss or damages suffered by the Clients in regards to any infringement to their rights under privacy legislation or any confidential information protection breach under this Contract, if such infringement is the result of negligent or intentional acts or omissions on the part of the BROKER.

The Company undertakes to release and indemnify the BROKER for any and all claims, losses or damages (including legal fees expended in the handling or defense of such claims) arising from loss or damages suffered by the Clients in regards to any infringement to their rights under privacy legislation or any confidential information protection breach under this Contract, if such infringement is the result of negligent or intentional acts or omissions on the part of the Company, its employees, directors, officers, consultants, or service providers.

16. PERMITS

The BROKER shall maintain in force, at all times, all permits, licenses and certificates required by applicable laws and regulations for the conduct of its activities under this Contract.

17. PROFESSIONAL LIABILITY INSURANCE / E&O INSURANCE

The BROKER shall maintain in force, at all times, all insurances required by law for liability incurred as a result of its acts, errors, negligence or omissions, and those of its employees, in the conduct of its business activities and shall provide the Company with adequate proof of such insurances. The Company may establish mandatory requirements pertaining to the minimum amount of coverage and the type of insurance requested as part of the Company Rules, which it may amend from time to time at its sole discretion.

18. SET-OFF

The Company may charge or set off any debt or obligation due or to become due to the Company by the BROKER, against any compensation or reimbursement due to the BROKER. The Company shall have a first lien thereon for that purpose and the BROKER hereby assigns such amounts to the Company.

The termination of this contract in no way affects the BROKER's liability to the Company for all amounts owed to the Company by the BROKER as of the date of termination of the Contract and for all amounts which become due and payable after the termination of the Contract, including but not limited to chargeback amounts owed to the Company following the lapsing or replacement of an insurance policy. Any amount due will be withheld on amounts payable to the BROKER, its successors or assigns until full payment of the debt. Any deficiency known to the Company at the time of termination of the Contract and thereafter is payable in full to the Company, immediately upon demand.

19. BROKERS' INDEBTEDNESS AND SECURITY INTEREST GRANTED

The BROKER is responsible for all debts incurred by itself while this Contract is in effect and thereafter, including any overpayment of commissions, chargebacks, or bonuses repayable to the Company. The BROKER agrees to repay the amount of such indebtedness to the Company within 60 days after the amount becomes due and payable. Interest shall accrue on any unpaid debt after the expiry of the 60 days, at the then annual rate of interest applicable to the Company's policy loans as determined by the Company from time to time.

To secure all indebtedness or liabilities which BROKER is now, or may become, liable to the Company in any manner pursuant to this Contract, the BROKER hereby grants the Company, a security interest in all present and after acquired records, inventory, chattel paper, accounts, equipment, general intangibles and fixtures, including but not limited to, all

commissions received, payable or due to the BROKER either from the Company or any other party, and all proceeds from the forgoing.

Company may register the security interest provided under this Contract under the applicable legislation pertaining to the registration of personal property as a security, in the jurisdiction of the BROKER. BROKER agrees that Company shall not be required to deliver to BROKER a copy of any financing statement or other security documentation filed by Company in any jurisdiction to that effect.

20. ASSIGNMENT OF CONTRACT AND TRANSFER OF BUSINESS

The BROKER shall not assign, transfer, hypothecate or in any way dispose of this Contract or of the rights provided hereunder or amounts payable hereunder without the written consent of the Company

Any assignment under this Contract shall not terminate nor reduce the liability of the BROKER under this Contract in relation to any period of time prior to the assignment, even though the events given rise to these liabilities may occur or become apparent until a later date.

The BROKER undertakes to provide the Company sixty (60) days prior written notice of any sale or transfer of all or any portion of the BROKER's business.

The BROKER undertakes to provide the Company sixty (60) days prior written notice of any change of control, merger or consolidation, or of any sale, issuance or transfer of more than 5% of the voting shares in the capital of the Corporate Broker or of any amalgamation of the Corporate Broker with another entity, or any change in the directors of the Corporate Broker.

Upon receipt of this notice, the Company may, at its sole discretion:

- a) Consent to the change and elect to do nothing, in which case this Contract continues in effect and, if applicable, the BROKER will be responsible to make all necessary arrangements with the purchaser or transferee with respect to the division of commissions and any other arrangements, and will so notify the Company,
- b) Consent to the change but require the execution of a guarantee from the Principals of the Corporate Broker, if a Corporate Broker is involved and if applicable;
- c) Consent to the change but require the execution of a new Contract and/or guarantees with the new owner/purchaser/controlling entity of the BROKER or BROKER business; or
- d) Elect to terminate this Contract immediately upon notice to the BROKER.

An assignment of this Contract, a transfer of all or any portion of the Corporate Broker or all or any portion of the BROKER's business, a change in control of the Corporate Broker, a change in the directors of the BROKER or an amalgamation of the Corporate Broker with another entity, contrary to the provisions of this section shall constitute a breach of the Contract.

21. TERMINATION OF CONTRACT

- a) This Contract is terminated "for cause" automatically without notice, upon the occurrence of any of the following:
 - I. The BROKER ceasing to be contracted under an Agency doing business with the Company;
 - II. The dissolution of the Corporate Broker or when the Corporate Broker ceases to exist or ceases its operations;
 - III. The death of Licensed Broker;
 - IV. If the BROKER is in material breach of any applicable laws or regulations and fails to correct such breach within 30 days after a written notice has been sent by the Company;

- V. If the BROKER or any of the directors or officers of the Corporate Broker has committed an act of fraud against the Company or any of its policyholders;
- VI. If the BROKER has committed an act of gross negligence in carrying out its duties and obligations under this Contract;
- VII. If the BROKER becomes bankrupt or insolvent or makes any assignment in favor of its creditors;
- VIII. If the BROKER or any of its directors or officers of the Corporate Broker is convicted of an indictable offence under the Criminal Code or an offence involving the misuse, misappropriation or conversion of funds; or
- IX. The assignment of this Contract by the BROKER, the transfer or sale of all or a portion of the BROKER or its business, a change in control of the Corporate Broker, a change in directors of the Corporate Broker or an amalgamation of the Corporate Broker with another entity, without the consent of the Company, provided that the Company elects to terminate this Contract immediately.

- b) Either party may also terminate this Contract without cause, upon providing the other party with a 30 days prior written notice.

In the event of termination of this Contract, with or without cause, each party shall pay to the other party any amounts then owned under this Contract. BROKER shall then return to Company or AGENCY, as directed at the time of termination, all software, copies of policies, applications, guides, promotional materials, in its possession and in its possession or control. The BROKER, as permitted by the Company and the AGENCY, may retain copies of such records as necessary to perform its post-termination obligations under the Contract, if required.

22. COMPENSATION PAYABLE UPON TERMINATION OF CONTRACT AND CLIENT SERVICES

- a) Termination of the BROKER Contract for cause

Upon termination of this Contract for cause, the Company will cease paying forthwith any compensation under this Contract. All rights and interest of the BROKER on the business will cease and terminate upon termination for cause. However, BROKER shall remain liable for any chargebacks and indebtedness due to the Company.

The Company, with the cooperation of the AGENCY, will take appropriate measures to assign the policies to a third party without any compensation to BROKER.

- b) Termination of the BROKER Contract without cause

- I. Subject to the following and section 23, the compensation payable to the BROKER under this Contract, except those payable on financial products (group and individual annuity products), vests to the BROKER upon termination of this Contract without cause, provided that the BROKER has fulfilled the vesting requirements as outlined in the Company Rules. Such vesting rights and payments of renewal commissions and bonuses will remain, as long as the BROKER complies with the following terms and conditions: (i) complies with the persistency ratio rules for traditional life insurance products, (ii) remains contracted under an Agency doing business with the Company, (iii) remains licensed and has adequate liability insurance in force; and (iv) fulfills all legal and contractual obligations and continue to provide all expected services to policyholders, except selling additional policies or riders. Payment of renewal commissions remains subject to the set-off provisions of this Contract.
- II. Should the Company determine, acting reasonably, that the BROKER is not fulfilling its post-termination obligations under this Contract or that there is an unprecedented volume of lapses, replacement or termination of policies, it may send a notice to the BROKER and the AGENCY requesting that appropriate actions or measures be taken. In the event that appropriate actions or measures are not taken in a timely fashion, the Company may take all appropriate actions it deems necessary with the

AGENCY, including but not limited to the transfer of the business to another broker without any compensation or consideration to the Broker.

Upon termination of this Contract for cause or without cause, no other sales of the Company's products may be performed under this BROKER contract.

Upon termination of this Contract for cause or without cause, the Company may transfer back to the Company, without any indemnification or compensation, any orphan policy that it had transferred to the BROKER prior to the termination of this Contract.

For the duration of this Contract and for a five-year period following the termination of this contract, the BROKER undertakes to refrain from systematically encouraging its Clients to replace the insurance policies issued by the Company, or encouraging its Clients to allow their policy or rider to lapse.

After the termination of this Contract without cause, Company may withhold any payment amount of less than \$200.

After the termination of this Contract without cause, if the total amount paid to the BROKER in a calendar year is less than \$1,000.00, the Company's obligations to pay any compensation to the BROKER under this Contract, including commissions and bonuses, shall immediately cease at the end of such calendar year and the BROKER shall transfer its block of policies to another broker agreeable to the Company.

23. TRANSFER OF POLICIES AT THE REQUEST OF THE BROKER OR THE POLICYHOLDER

Upon receipt of a BROKER's request to relocate under another Agency, Company shall give effect to the request, subject to the Broker complying with Company's internal transfer rules.

Upon receipt of a request from a policyholder wishing to change their servicing BROKER, the Company will inform the BROKER and the AGENCY forthwith of such request and will provide 5 business days grace period before changing the servicing BROKER, unless otherwise directed by such policyholder. If BROKER is unable to reach an agreement with policyholder within the period, the Company will proceed with the transfer of the policyholder and the BROKER waives any rights to such policyholder. In exceptional circumstances, the Company may transfer the policyholder to another Broker without giving the BROKER an opportunity to keep its policyholder if it is informed by the policyholder that his or her confidence in the BROKER has been lost and cannot be regained. Renewal commissions shall remain with the BROKER, unless the transfer of policy is for cause. For the purpose of this paragraph, the expression for cause has the same meaning as defined in paragraph 21(a) of this Contract.

24. LIABILITY AND INDEMNIFICATION

The BROKER agrees to be liable to the Company for any breach of this Contract.

The BROKER agrees to indemnify and hold harmless Company, its directors, officers and employees against all claims, suits, proceedings, demands, actions of any nature, damages, judgment, penalties, fines, costs, expenses, and fees, including but not limited to reasonable legal expenses, which are suffered or incurred by the Company and which are arising out of, directly or indirectly, or in connection with any negligent or intentional act or omissions or breach of this Contract, or any other agreement delivered pursuant to this Contract, by the BROKER, its officers, directors and employees.

The Company agrees to indemnify and hold harmless the BROKER, its directors, officers and employees against all claims, suits, proceedings, demands, actions of any nature, damages, judgment, penalties, fines, costs, expenses, and fees, including but not limited to reasonable legal expenses, which are suffered or incurred by the BROKER and which are

arising out of, directly or indirectly, or in connection with any negligent or intentional act or omissions or breach of this Contract, or any other agreement delivered pursuant to this Contract, by the Company, its officers, directors, and employees.

Without limiting the generality of the foregoing and without restricting its legal recourses against the BROKER, if after an internal investigation the Company determines that the BROKER has committed an error or an omission or has been negligent in the handling of a Client's file, the Company shall inform the AGENCY and the BROKER forthwith and seek their input in determining acceptable corrective measures. In the event that the Company chooses, at its own discretion, to indemnify the Client by reimbursing the premiums paid, in whole or in part, it may claim from the BROKER an indemnification equal to the total sum reimbursed to that Client, up to a maximum amount representing the total amount paid by the Company to the BROKER as commissions and bonuses for the products sold to the Client for the total duration that the policy has been in force.

25. DISPUTE RESOLUTION

In the event of a dispute between the Company, the AGENCY and the BROKER, pertaining to this Contract or to the business relationship between the parties, the parties involved in the dispute shall negotiate with each other in good faith to resolve the dispute. If the dispute cannot be resolved in a reasonable timeframe, either party to this Contract may start legal proceedings or submit the dispute to a binding arbitration in accordance with the applicable legislation governing arbitration in the jurisdiction where the Licensed Broker resides. No arbitration shall take place if either party to this Contract commences litigation on the same or similar subject matter prior to the confirmation of the appointment of the single arbitrator and/or three-person arbitration panel, as the case may be.

Arbitration shall be conducted by one single arbitrator chosen by the parties involved in the dispute. Should the parties be unable to agree on a single arbitrator, each party shall choose its own arbitrator and those arbitrators shall choose an additional arbitrator, if need be to form an uneven number panel, and the dispute will be decided by the panel of arbitrators. The decision of the arbitrator(s) shall be final and binding on the parties.

The parties agree that all costs and expenses of the arbitration shall be borne by the parties to the arbitration equally unless the decision of the arbitrator(s) states otherwise.

26. TRADEMARKS

Nothing in this Contract shall constitute a license for the BROKER to use Company trademarks and logos. The BROKER is not allowed to use Company's trademarks and logos unless: i) prior written approval from Company is received and, ii) the trademarks and logos are used in accordance with Company Rules.

27. AMENDMENTS

No amendment or cancellation of this Contract is binding on the Company unless it is in writing, signed by two authorized signing officers of the Company.

The Company reserves the right to modify the Contract from time to time, upon giving the BROKER and AGENCY 30 days prior written notice.

All such modifications, on the expiry of the 30-day written notice period, shall become part of this Contract.

28. SURVIVAL

All provisions of this Contract, except section 4(a) and 4(c) shall survive the termination of this Contract without cause. Sections 13, 14, 15, 18, 19, 22, 24, 25, 26, 28, 30, 29, 30, 31, 32 and 33 shall survive the termination of this Contract for

cause.

29. NON-WAIVER

The failure of the Company to enforce any provision of this contract shall not constitute a waiver by the Company of any such provision.

30. NOTICES

Any notice given under this contract must be in writing and may be given in person or sent by registered mail, email, or by fax to the Company or the AGENCY, at their respective head office, and to the BROKER, at the last postal or email address indicated in the Company's files or AGENCY's files, as the case may be. Notices sent by mail or by email are deemed to have been received on the third day following their mailing.

31. RELATIONSHIP BETWEEN THE PARTIES

The BROKER is an independent contractor and nothing herein shall be interpreted as creating an employer-employee relationship, partnership or joint venture between the BROKER and the Company.

32. GOVERNING LAW AND JURISDICTION

This Contract shall be interpreted and governed in accordance with the laws of the province where the Licensed Broker resides. All legal proceedings pertaining to this Contract shall be brought exclusively before the Courts of competent jurisdiction, in the judicial district where the Licensed Broker resides.

33. SCHEDULES

The following schedules form part of this Contract:

- SCHEDULE A : COMPENSATION GUIDE
- SCHEDULE B : CODE OF CONDUCT
- SCHEDULE C : WEBSITES TERMS OF USE

The schedules attached to this Contract and forming part of this Contract can be modified by the Company from time to time at its sole discretion upon giving the BROKER and the AGENCY 30 days prior written notice, unless otherwise provided for in the schedules.

The BROKER (Corporate entity) has executed this contract.

At _____, this _____ day of _____ 20 _____.

Signature of Corporate entity (duly authorized signing officer)

Print name and title of signing officer

The BROKER (Individual) has executed this contract.

At _____, this _____ day of _____ 20 _____.

SIGNATURE OF BROKER (Individual)

Broker Signature

Witness

The AGENCY has executed this contract.

At _____, this _____ day of _____ 20 _____.

Signature of AGENCY (duly authorized signing officer)

Signature of AGENCY (duly authorized signing officer)

Print name and title of signing officer

Print name and title of signing officer

The Company has executed this contract.

At _____, this _____ day of _____ 20 _____.

ASSUMPTION MUTUAL LIFE INSURANCE COMPANY

Assumption Mutual Life Insurance Company, PO Box 160, 770 Main Street, Moncton, New Brunswick E1C 8L1
Tel.: 506-853-6040 or 1-800-455-7337 Fax: 506-853-5428

SCHEDULE A - COMPENSATION GUIDE

The compensation guide is included at the end of this document.

SCHEDULE B CODE OF CONDUCT

Assumption Mutual Life Insurance Company, hereafter referred to as the “Company” cherishes its business relationship with its BROKERS, hereafter referred to as “partners” or as “you”. The Company depends on the excellence and proficiency of its partners in providing quality services to clients in order to build client confidence.

These high standards must be maintained at all times to preserve the Company’s reputation. The Company expects from its partners no less than fair and ethical treatment of the clients, acting with honesty, transparency, and trust.

This Code of Conduct provides guidance for you when dealing with employees, clients and prospective clients. The term “Client” includes the following terms: policyholder, insured, payor, claimant and beneficiary, as applicable as per the context.

This Code of Conduct is in addition to any professional, industry, employment or contractual Code of Conduct you adhere to or have agreed to.

This Code of Conduct shall be read in a manner that fits the level of services you actually provide to the Clients. Even though most of the sections are applicable to MGAs, Corporate Intermediaries and Brokers, other sections are specific to Brokers only. In the context that each of the MGA, Corporate Intermediaries and Brokers all play an important role in the selling, distribution and servicing of clients, the Company expects that the terms of this Code of Conduct be complied with at all levels.

Product offering

When selling our products and services, you represent the Company’s brand and reputation. We depend on you to solicit prospective Clients who share common ethical values inspiring trust and honesty.

We depend on you to assess Client needs adequately and to offer them the Company’s products that best suits their needs. We also depend on you to ask all questions on the applications and ensures that the Client understands the questions correctly and that he or she answers all questions truthfully.

We expect from you that you communicate complete and accurate information to the Client about the Company and its products, especially those that the Client is purchasing. It is of extreme importance that you understand all the terms of the products you are selling and that you are able to clearly explain the product to the Client, in sufficient details so that the Client will have a clear understanding of the product and the amount of premium to be paid. This will prevent Client’s frustrations, future complaints, litigation exposure and losses for you and for the Company.

Vulnerable people

If you deal with vulnerable people, such as seniors, people with disabilities, illiterate people, people who can’t speak or write in English or in French, or people with little education, we expect from you a high level of care and prudence. We expect at all times that the Client’s interest takes precedence over your own interests.

We allow you to sell our products in the language of choice of the Client, (French or English), provided that you master the language of choice of the Client. If the Client does not understand either of the official languages in Canada, we allow you to communicate with the Client in the language he or she speaks, but only if you master her or his language. You must avoid serving the Client in a language that you have not mastered to avoid misunderstanding and misrepresentations that can lead to complaints or litigation against you and the Company.

Identity verification

The Company allows the face-to-face and non face-to-face sales of its products. The Company depends on you to verify the identity of the policyholders and insureds at all times, even though the sale has been made by phone or through an electronic platform. You must collect all pertinent information from the policyholders and insureds to satisfy yourself that the identity of each of those persons has been properly verified. You must also ensure that all sales are conducted in the jurisdiction where you are licensed.

Transmitting the application

Once an application is completed and signed, you must transmit the application to the Company in a timely fashion so that we can effectively assess the risk and issue the policy. Withholding of pertinent information that could affect the underwriting decision process such as pre-existing medical conditions or misrepresentation of information on the age of the insured, insurance needs, financial ability of the Client to pay the premium is clearly unacceptable conduct. Such misconduct could invalidate any insurance put in force and result in the termination of your contract with the Company and expose you to regulatory investigation and the revoking of your license.

Handling of money

The money collected from the Client must be payable directly to the Company only, not to you. It is never good practice to collect cash from your Client for various reasons. This could expose you and the Company to unwanted litigation and problems. It is also not good practice to suggest or encourage a Client to pay their premium with a bank draft or money order.

The payment of premiums by you on behalf of a Client constitutes rebating which is an illegal practice in most provinces and is not acceptable in any form. If the Client can't afford the product, don't make the sale.

Policyholder Service

We expect that you provide conscientious service after the sale to the Client. This includes the prompt delivery of all policies and a full explanation of any "free look" provisions that may apply.

Policyholder requests for policy changes and other financial transactions must be processed efficiently and properly by you and include appropriate documentation as required.

Training

The Company expects that you will devote time and efforts to continuously develop your knowledge and expertise in your field and that you will undertake training and continuing education in order to maintain a level of proficiency as a prudent BROKER would.

Confidentiality

You will collect sensitive confidential information about the Client as part of your legal and contractual duties. You are responsible for protecting all confidential information in your possession or in your control, at all times. This obligation is not restricted to your office space, but also includes having proper information technology security on all electronic devices you use.

We expect from you high standards and high level of proficiency when dealing with your Clients and their confidential information. Make sure that your Clients understand the purpose for collecting all information and the manner in which it will be used and shared with other parties. We depend on you to read and remit to policyholders and insureds, the Company's personal information notice in a timely fashion.

Signatures

The Company must be able to rely on the authenticity of every signature it has obtained on a paper or electronic format. You must never sign the name of a Client, nor accept or allow a Client to sign someone else's name. This is illegal and constitutes fraud. Furthermore, you must never sign a document as a witness if you did not witness a signature.

Policy Replacement

You are expected to conserve policies whenever retention of policies is in the best interest of the policyholders. You should not induce, or attempt to induce, a policyholder to replace or effect some change in existing insurance, unless it is in his or her best interest.

You are responsible for ensuring that any regulatory requirements with respect to replacement are met.

You are responsible for ensuring that policyholders are fully aware and understand the terms and conditions for replacing existing insurance with new insurance. Replacement of existing policies should not occur unless proper forms are filled out and remitted to the Client and insurers in a timely fashion.

The Company will not tolerate any form of systematic replacement of insurance, be it internal or external replacement. Action will be taken in situations where the Company is of the opinion that the replacement of insurance policies is beyond an acceptable threshold. Actions may include the reporting of the situation and yourself to regulators.

We all share the common objective of preserving and fostering an excellent business reputation.

SCHEDULE C WEBSITES TERMS OF USE

IMPORTANT – READ CAREFULLY

Please read the following Terms of Use carefully before using this Website (defined below). References to “you” or “your” mean the person accessing or using this website, and includes any company you represent when using the website. References to “Assumption Life”, “we”, “us” or “our” shall mean Assumption Mutual Life Insurance Company and its affiliated companies and entities.

These Terms of Use apply to your use of this website and/or any of its sub domains including its content, services, functionality or information made available to you, whether through a browser, a downloadable application, mobile device or other similar device (hereafter referred collectively referred to as the “Website”). These Terms of Use may not apply if you are subject to another agreement with us that addresses the use of the Website. You should carefully read the Terms of Use outlined below before opening and using any of the applications or functions on this Website.

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THE TERMS OF USE TOGETHER WITH THE TERMS AND CONDITIONS CONTAINED IN OUR “PROTECTING YOUR PRIVACY” LINK CONTAINED AND OUTLINED IN OUR WEBSITE. SUCH LINK IS THEREFORE INCORPORATED BY REFERENCE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE BINDED AND COMPLY WITH THESE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE WEBSITE.

These Terms of Use may be amended at any time without prior notice at Assumption Life’s discretion. For this reason, you should regularly review these Terms of Use.

The obligations and terms outlined below serve to protect your interests as well as those of Assumption Life.

Assumption Life operates in a regulated industry, and these regulations may vary from place to place. When accessing this Website, you accept the responsibility for complying with any current legislation in effect at the location from which you access this Website.

Unless otherwise indicated or stipulated expressly on this Website, no written representation contained on this Website constitutes any offer of sale or request to purchase insurance or other financial products. All products or services described on this Website are subject to the terms of the relevant contracts.

Limited use: Licence to you

Assumption Life authorizes you, subject to these Terms of Use, to access and use this Website and its content solely for your personal use. This authorization is at Assumption Life’s discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of this Website may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You agree not to, or allow others to, directly or indirectly, attempt or actually disrupt, impair or interfere with, alter or modify this Website or any of its content.

If you are accessing this Website on behalf of another party, you confirm you are authorized to do so, and agree you shall be liable and will indemnify and hold harmless Assumption Life, its affiliates, and each of their respective directors, officers, employees and agents, in the event the party you are acting on behalf of claims you did not have such authority or the information you submitted was inaccurate.

No endorsement or approval of any third party or their statements, opinions, information, products, or services is expressed or implied by the contents of this Website. To the extent any third party opinions or information are included on this Website, they are provided for convenience only and Assumption Life assumes no liability and does not approve or endorse such third party content, or warrant such content to be accurate, complete, reliable, verified, error free, or fit for any purpose.

Prohibited use

You may not use this Website, its content and/or services for any illegal purpose or in any way prohibited by these Terms of Use. Your use of this Website, its content and/or services is subject to all applicable international, federal, provincial, state and local laws and regulations. You may not use this Website, its content and/or services in any manner which could damage, disable, overburden, or impair this Website, its content and/or services or interfere with any other party's use and enjoyment of this Website, its content and/or services.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through this Website. You may not use automated means to access the Website, other than a traditional browser or applications provided to you by us.

More specifically, you may not:

1. Falsify headers or manipulate content transmitted through this Website;
2. Upload, post, e-mail, transmit or make available any content that contains or may contain computer viruses, codes, files or programs designed to interrupt, destroy or limit the functionality of this Website;
3. Interfere with, disrupt, or make abusive use of this Website;
4. Refuse to comply with any requirements, procedures or provisions regarding this Website;
5. Collect, store, use or disclose personal information relating to any other users of this Website;
6. Sell, resell or operate for any commercial purpose any portion of this Website.

Limited Responsibility: Functions and Applications of this Website

In compliance with insurance industry standards, Assumption Life has taken all reasonable measures to ensure the security of this Website. Despite these reasonable efforts, Assumption Life offers no promise, guarantee, or representation with regard to the functions and applications of this Website. It is possible for applications and functions to be interrupted or temporarily unavailable or to contain errors or viruses.

Assumption Life is not responsible for any loss or damage caused to your computer system or to any related equipment. By accessing this Website, you release Assumption Life from any loss, damage, or harm, and you also agree to be responsible for any loss, breach, damages, expense, or harm you may incur as a result. Assumption Life is not responsible for the payment of any damages, whether direct, indirect, accessory, liquidated, general, punitive, exemplary, consequential, or aggravated, that you or any third party may incur or claim. This indemnification extends to the employees, agents, and representatives of Assumption Life and to the designers, producers, and publishers of this Website as well as to their employees, agents, and representatives.

This Website is provided "as is" and without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We expressly disclaim any warranty that your use of the Website will not infringe any other person's rights.

Limited responsibility: Website content

Though Assumption Life takes measures to ensure the accuracy of the information on this Website, it is possible that errors may occur or information be omitted. The information on this Website is provided on an "as is" basis. Assumption Life does not guarantee the accuracy of any information presented on this Website for any purpose and assumes no responsibility in this regard. Assumption Life is not responsible for the payment of any damages, whether direct, indirect, accessory, liquidated,

general, punitive, exemplary, consequential, or aggravated, that you or any third party may incur or claim. This indemnification extends to the employees, agents, brokers, and representatives of Assumption Life and to the designers, producers, and publishers of this Website as well as to their employees, agents, and representatives.

Your information

You will ensure that all information you provide to Assumption Life through this Website or otherwise, including medical information, social insurance number, bank account information (including your legal name, residential address, e-mail address), payment information (it may include your credit card numbers and their expiration dates), and transaction-related information, is true, accurate, current, and complete. Assumption Life will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage and additional costs that you, Assumption Life or any other person may incur as a result of your submission of any false, incorrect, or incomplete information or your failure to promptly update your account information and payment information if they change.

Communications

You authorize Assumption Life to: (a) accept communications it receives from you by means of this Website as if those communications had been given directly by you in writing and signed by you; and (b) respond to your communications through this Website, by e-mail or other means of communication.

Communications you send to Assumption Life are not effective unless and until they are processed by Assumption Life or its authorized mandataries. Assumption Life may refuse to process any communications sent to Assumption Life, or may reverse the processing of any communications sent to Assumption Life, at any time in Assumption Life's discretion, and without any notice or liability to you or any other person, including if Assumption Life believes the communication to be fraudulent or unlawful or defective, inaccurate or incomplete due to a technical malfunction. By sending information to Assumption Life electronically, you are accepting the risk that the communications may be considered spam, filtered accordingly and not received by Assumption Life.

Access

Assumption Life endeavors to provide access to this Website 24 hours a day, seven days a week. We cannot guarantee access in the event of system outages, breakdowns, maintenance, telecommunication network problems or similar problems that may occur and make access to this Website impossible.

Availability of products to selected provinces only

When accessing the Assumption Life Website, you acknowledge the fact that our insurance products are not available in every province of Canada. Providing information via the Website about products that are not available in your province does not constitute an offer to sell such products in that province.

ASSUMPTION LIFE INSURANCE PRODUCTS ARE OFFERED AND AVAILABLE ONLY IN SELECTED PROVINCES OF CANADA AND ONLY TO THE RESIDENTS OF THOSE PROVINCES.

The information about the available insurance products and services described on this Website is neither detailed nor exhaustive, and no representation made on this Website should be interpreted as any type of offer, whether express or implicit. For further information about our products, we invite you to contact one of our representatives or our main office, at 1-800-343-5622.

Links

This Website may contain links to other websites that were not created by Assumption Life. The links to other websites are provided to you solely for your convenience. Assumption Life is therefore not responsible for the accuracy of the content of those other websites and does not assume any responsibility for the content, links, advertising, products, materials or services available through those other websites.

Assumption Life is not liable for any loss or damage that you may sustain in your use and reliance on other websites. You must therefore exercise caution and discretion in your use of other websites. You also assume all risks associated with the use of other websites.

Jurisdiction

This Website and the conventions and obligations contained herein are governed by the laws of the Province of New Brunswick and any applicable federal laws. If any provision of these Terms of use is held invalid or unenforceable, the remaining provisions will continue to apply.

Trademarks

Assumption Life is the owner or an authorized licensed user of all trademarks, logos, trade names, and trade images presented on this Website.

Its main trademarks are the following: Assomption Vie, Assumption Life, Assumption Life & design, Assomption Vie & design, Assomption Vie / Assumption Life & design A & design, Critical Protection, FlexOptions & design, FlexTerm, InstaTerm, Odyssee Assomption Vie & design, Odyssey Assumption Life & design, Protection Vitale, LifePhases, ParPlus and Income Completer.

No element contained on this Website may be interpreted in any manner as offering the right, express or implicit, to use or reproduce any trademark, logo, trade name, or trade image found on this Website. All trademarks, logos, trade names, and trade images are protected by Canadian and foreign legislation.

Copyright

The content of this Website is protected under the Copyright Act of Canada. It is permitted to copy electronically or print the content of this Website strictly for your personal use. However, it is forbidden to reproduce, use, modify, distribute, or redistribute in any manner the content of this Website without the written authorization of Assumption Life. If you wish to obtain authorization for this purpose, please contact us.

Assumption Life
Communications Department
770 Main Street
P.O. Box 160
Moncton NB E1C 8L1

By phone: 1-800-343-5622
E-mail : [Contact Us Form](#)

Confidentiality

Despite Assumption Life's commitment to protecting the confidential nature of your personal information, we wish to inform you that communication via Internet entails a certain amount of risk. When information is transmitted on the Internet without robust encryption, it may be read by others in transit. We encourage you to consult this Website's Protecting your privacy section to read more about our commitment to protecting your personal information.

Professional advice

This Website does not purport to offer any type of advice, whether financial, accounting, tax-related, or legal. We encourage you to address any needs you may have in these areas by retaining the services of a professional.

Financial representation

Any representations of a financial nature contained on this Website, including rates of return for insurance products, interest rates, and unit values, reflect the conditions prevailing on the date on which they were incorporated into this Website. Although this information is updated regularly, it is impossible to guarantee that information of a financial nature will always be accurate, complete and up to date at the time you visit this Website. We encourage you to contact us by e-mail using our Contact Us Form or to contact one of our representatives for further information regarding rates of return, interest rates, or the daily unit values of our products.

Dispute resolution

- a) **Arbitration:** Except as expressly set forth in this section and subject to subsection 3 below, all disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms of Use, this Website or any related matters (collectively "Disputes" and each a "Dispute") will be referred to and finally resolved by binding arbitration. There will be a single arbitrator, and the arbitration will be private and confidential. The arbitration will be held at Moncton, New Brunswick. Any decision award rendered in an arbitration is final and binding and judgment on the award may be entered in any court having jurisdiction for its enforcement. Notwithstanding the foregoing, (i) the arbitration will be conducted solely based upon written evidence (declarations or affidavits) and written arguments submitted by or on behalf of each of you and Assumption Life; and (ii) there will not be any in-person hearing (including any hearing by teleconference, videoconference or web conference) of the parties, witnesses or legal counsel. Notwithstanding the foregoing, this subsection 1 does not apply to a Dispute based upon infringement, misappropriation or violation of intellectual property rights (including copyright and trademarks).
- b) **Court Litigation:** If and to the extent, and for any reason, that a Dispute is not subject to arbitration as set forth in subsection 1, then subject to subsection 3 the Dispute will be resolved before the New Brunswick Court of Queen's Bench or Small Claims Court, as the case may be, and you and Assumption Life each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all of those Disputes.
- c) **Informal Dispute Resolution:** Before you commence arbitration or litigation regarding a Dispute: (i) you will give notice of the Dispute to Assumption Life's representatives by using our Contact Us Form and allowing Assumption Life at least thirty (30) days to investigate and attempt to resolve the Dispute; and (ii) upon request by Assumption Life during the thirty (30) day period you will participate in good faith discussions regarding the Dispute with a view to resolving the dispute in a reasonable manner.