



## Standard Associate's Agreement

Between: The Company,

**Benefits by Design Inc.**

500 – 2755 Lougheed Highway,  
Port Coquitlam, B.C., V3B 5Y9

**And**

**Corporation** (if applicable): \_\_\_\_\_

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

City/Postal Code/Province: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Associate:** \_\_\_\_\_  Copy of license and E&O attached

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

**Associate:** \_\_\_\_\_  Copy of license and E&O attached

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

**Associate:** \_\_\_\_\_  Copy of license and E&O attached

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

### Terms and Conditions:

#### Relationship and Responsibility:

- The Associate/Corporation agrees to conduct his/her business as a self employed independent contractor and to pay all costs arising from his/her business.
- The Associate/Corporation must have and maintain a life insurance license in the provinces in which they are soliciting business.
- The Associate/Corporation shall obtain and maintain in good standing liability insurance coverage for errors and omissions.
- The Associate/Corporation, in compliance with Industry Standards, agrees to provide a written statement of disclosure to all potential clients
- All applications for the purchase of insurance shall be subject to the approval of the Company. The Associate/Corporation agrees that he/she will not have the authority or power to bind the Company and shall not hold out to anyone that he/she has such authority.
- The Associate/Corporation shall promptly account for and remit to the Company all moneys received by him/her on account of the purchase of insurance distributed by the Company. Failure to do so would result in termination of all rights hereunder including accrued or accruing commissions.

#### Compensation:

- The Company shall pay a commission income to the Associate/Corporation, in accordance with Commission Schedules issued by the Company from time to time, in full satisfaction of all claims to remuneration with respect to insurance applications obtained by the Associate/Corporation and accepted by the Company. The books of the Company shall be competent and conclusive evidence of the state of account between the parties to this Agreement.
- The Company shall have the right to offset all sums payable under this or any other Agreement with the Associate/Corporation against the indebtedness of the Associate/Corporation to the Company or any affiliated company and the present Agreement constitutes an assignment of the said sums to the Company for this purpose. Termination of this agreement shall not release the Associate/Corporation from any indebtedness by him/her to the Company.



## Standard Associate's Agreement (continued)

### Rights to Clients:

- The Associate/Corporation and the Company hereby agree that the client list belongs to and is vested to the Associate/Corporation.
- The Associate/Corporation may transfer his/her rights to a client(s) to another licensed Associate/Corporation provided the Company has been notified in writing and the Company has provided written consent that the new Associate/Corporation meets the basic standards of the Company.
- The Associate/Corporation is responsible to make adequate and appropriate provision for the continued performance of his/her duties hereunder in the event of his/her illness, incapacity, retirement and death. The Company will cooperate with the Associate/Corporation to assist him/her in making such provisions.
- This agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Associate/Corporation.

### Clients Right to Choose:

- If any client indicates in writing the choice to move his/her business to another Associate/Corporation with the Company, then the Associate/Corporation waives their rights with respect to that client. Upon receiving written notice from the client, the Company will notify the current Associate/Corporation and provide two weeks grace period before the agent of record is changed to the new Associate/Corporation.

### Termination:

- The Company or the Associate/Corporation may terminate this Agreement at any time, with or without just cause, upon giving written notice to that effect to the other party.
- Should the Associate/Corporation cease to be licensed or otherwise not meet the basic standards of the Company, then the Company will be obligated to transfer the clients to a temporary servicing Associate/Corporation.

### Associate/Corporation

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_ at \_\_\_\_\_

### Benefits by Design Inc.

Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_ at \_\_\_\_\_

### Requirements before acceptance can be completed:

- Current Corporate and/or individual life insurance license for any province where insurance is being solicited.
- Proof of errors and omissions insurance.
- Void cheque for electronic banking information.
- Email address and fax number for agent and client communication.
- **Social Insurance Number:** \_ \_ \_ \_ \_
- **Business Number (if incorporated):** \_ \_ \_ \_ \_
- Preferred method of delivery  ICS  Mail