Strategic Alliance Financial Group Inc.
Insurance and Investment Life Agent/Broker Agreement

IT IS HEREBY AGREED that this agreement, between SAFG Inc, and _____ (hereinafter called the Agent / Broker) is effective from _____ and applies to all policies placed on applications submitted to SAFG on or after the said effective date.

LIFE INSURANCE COMPANIES shall mean any and all Life Insurance Company or Companies issuing Life Insurance Policies or Annuities solicited by the Agent/ Broker, and placed through SAFG. Agent Agreement shall mean the agreement between the Agent / Broker and the Life Insurance Companies.

1. **ENTIRE CONTRACT:** This SAFG Life Agent / Broker Agreement is to operate in conjunction with the Agent Agreements between the Agent / Broker and each of the Life Insurance Companies.
2. **APPOINTMENT:** SAFG hereby appoints the Agent/ Broker as an independent contractor, to solicit applications personally, and , if a corporation, to accept applications solicited by other Agents / Brokers on behalf of the Life Insurance Companies, and submit such applications to the Company for the Life Insurance Companies.
3. **LICENCE:** The Agent / Broker is licensed as a Life Insurance Agent under the applicable provincial law. The Agent/ Broker shall obtain and keep in force at their own expense such License or Licenses as required by Law in the Province or Provinces in which they may transact business.

The Agent / Broker shall provide SAFG with a photocopy of such License, and other required documents, for the current licensing year and each subsequent renewal year.

The Agent / Broker will follow the rules of SAFG, and the Life Insurance Companies, published from time to time and abide by all applicable statutes and regulations.

The Agent I Broker will not, in the name of SAFG and in the name of the Life Insurance Companies, make, alter, or discharge any contract, accept risks of any kind, revive policies, incur any debts, or publish any advertising material respecting the business or products of SAFG or the Life Insurance Companies without prjor written authorization.

4. **AGENT AGREEMENTS:** The Agent I Broker will complete Agent Agreements, with the Life Insurance Companies.
5. **COMPENSATION:** First Year Commission (FYC) and renewal commissions will be paid by the Life Insurance Companies to each contracted Agent / Broker according to the provisions and schedules of the Agent Agreements.

In addition to the FYC, SAFG shall pay, or direct the Life Insurance Companies, to pay the Agent/ Broker a production bonus of FYC, as it applies to the Life Insurance Companies Commission Schedule.

FYC and production bonuses are annualized (except where otherwise indicated), and constitute an advance against unearned commissions and production bonuses.

This advance of commissions and production bonuses is subject to chargeback in accordance witl:l the Lapse and Surrender Guidelines of each of the Life Insurance Companies.

The Agent / Broker agrees to pay back to SAFG, in cash or any future commission or renewal from any insurer, on demand, any commissions and I or bonuses which have been charged back due to lapses, surrenders or cancellations.

Where business is written on the life of the writing agent SAFG reserves to the right to pay said commission as earned, with the exceptions of cases where the full annual premium is paid on the policy. Where the annual premium is paid the broker will receive the full compensation as outlined above.

Where business is written and results in a "significant" compensation amount (as determined by the MGA) SAFG reserves the write to pay the compensation in installments to the writing agent. This amount will be remitted to the writing broker in predetermined scheduled payments.

PERSONAL GUARANTEE: The Agent / Broker acknowledges that, in consideration of SAFG paying to the Agent/ Broker, or to any corporation the Agent/ Broker may direct payment to be made, of anticipation advanced but unearned commissions and bonuses, and the sum of One Dollar ($1.00) now paid by SAFG to the Agent/ Broker, receipt whereof is jointly and severally acknowledged hereby, the Agent/ Broker personally guarantees repayment of all debts and shall be liable for advanced but unearned commissions and bonuses or commission chargebacks. This guarantee shall apply to all policies written for the Life Insurance Companies solicited by the Agent/ Broker and placed through SAFG. The Agent/ Broker unconditionally guarantees SAFG to pay all unearned commissions and bonuses and commission chargebacks upon demand. This guarantee is binding on the heirs and personal representatives of the Agent / Broker. This guarantee shall survive the termination of this agreement or any agreement between the Parties.

6. **ASSIGNMENT:** For value received, the Agent / Broker hereby assigns SAFG all amounts of any nature or kind whatsoever owing, accruing, or which may hereafter become owing or accruing to the Agent/ Broker from the Life Insurance Companies, hereinafter referred to as "the debts" to be a continuing security to the SAFG. Should the Agent / Broker be a partnership or corporation, then the individuals whose signatures appear on this agreement on behalf of such partnership or corporation personally guarantee payment to SAFG of all amounts or any nature or kind whatsoever owing or accruing or which may hereafter become owing or accruing to the Agent / Broker from the Life Insurance Companies. The undersigned, Agent / Broker, acknowledges that SAFG is the absolute owner of the debts and authorizes SAFG to collect, demand, sue and enforce, recover and receive the debts and give valid and binding receipts and

discharge therefore, without regard to the state of accounts between the Agent/ Broker and SAFG, and without notice to the Agent/ Broker.

The Agent / Broker covenants and declares that none of the debts have been assigned to or pledged or encumbered in favour of any other person, firm or corporation and the Agent / Broker covenants and agrees with SAFG not to assign, pledge or encumber the debts, or any of them, so long as this Assignment remains in force, to or in favour of any other person, firm or corporation without written consent of SAFG. This Assignment shall survive the termination of this or agreement between the Parties hereto and shall bind their successors, heirs and assigns unless the Parties otherwise agree in writing with joint notice to that effect to the Life Insurance Companies.

7. **SPECIAL PROVISIONS:** This Agreement does not create any employer-employee relationship between the Agent/ Broker and SAFG.

8. **THIS AGREEMENT WILL TERMINATE:**
   a) Automatically, if any appropriate regulatory authority in the Agent / Brokers' province or territory of residence cancels or declines to renew the Agent/ Brokers' license;
   b) Immediately upon either party giving written notice to the other in the event offraud, insolvency or gross and willful misconduct on the part of such other party;
   c) Upon either party giving written notice to the other.
9. **VESTING** All commissions and clients are vested upon being earned. The suppliers and SAFG will continue to pay commissions on the same basis after as before the termination of this agreement, on business submitted before such termination and continuing in force except as provided in sections 3, 4, 5 and 6.

10. **PERSONAL INFORMATION**
    In connection with all Personal Information (defined below) concerning clients obtained by the Broker in performing his or her duties hereunder, the Broker agrees:
    (i) to collect only the Personal Information for the client's file that is necessary for submitting applications for life insurance or investments to the Insurers through the Company, by the Broker and to use, disclose or retain such Personal Information only for such purposes or as permitted or required by law;

    (ii) to inform the client of the purpose for which the Personal Information is being collected at the time that it is being collected;

    (iii) to collect Personal Information only from the client concerned, unless the client consents to the collection from third parties;

    (iv) to indicate on the client's file the source of any Personal Information collected from a third party;

    (v) to obtain the consent of the client to communicate all Personal Information to the company as may be necessary;

    (vi) to communicate all Personal Information to the Company as may be necessary;

    (vii) not to provide any Personal Information to any other person without the Company's and the client's written consent except as permitted or required by law;

(viii) not to communicate a list of names and addresses or phone numbers of clients and prospects to a third party, without the Company's and the client's written consent;

(ix) to ensure that the Personal Information is current and accurate from time to time;

(x) to protect the Personal Information by safeguards appropriate to the sensitivity of the information; and

(xi) to inform the Company promptly of a client's request to have access to or to make changes to the Personal Information in his or her file.

"Personal Information" means any information, which relates to a natural person and allows that person to be identified.

DATED AT _____ **THIS DAY OF** _____

_____ _____

AGENT/BROKER **MARKETING DIRECTOR**

_____ _____

Per AGENT/BROKER (if corporation) **MARKETING DIRECTOR**
Corporate Seal

_____

PRINT NAME & TITLE OF OFFICER

_____

SAFG Inc.