



REPRESENTATIVE'S AGREEMENT

BETWEEN: CANASSURANCE HOSPITAL SERVICE ASSOCIATION
(ONTARIO BLUE CROSS™) AND CANASSURANCE INSURANCE COMPANY.
550 Sherbrooke Street West, suite B-9, Montreal, Quebec,
H3A 3S3

(Hereinafter referred to as the "**Company**")

AND:

[Name]

[Representative's address]

(Hereinafter referred to as the "**Representative**")

WHEREAS the Company is an insurer operating in the life and health insurance sector;

WHEREAS the Representative is an independent contractor holding a valid certificate for distribution of life and health insurance in the provinces where they do business;

WHEREAS the Company wishes to retain the services of the Representative in order to sell the insurance products the Company distributes;

WHEREAS the Representative wishes to do business with the Company in order to sell the insurance products the Company distributes;

I. Definitions

1. Principal General Representative

A person holding the requisite licence(s), as required by the applicable laws in each of the Provinces where they do business, in order to carry out their operations in life and health insurance of persons, and with whom the Company directly contracts for the distribution of its financial products and who has signed a Principal General Representative Agreement with the Company.

2. General Representative

A person holding the requisite licence(s), as required by the applicable laws in each of the Provinces where they do business, in order to carry out their operations in life and health insurance of persons, and with whom the Company directly contracts for the distribution of its financial products, who has signed a General Representative Agreement with the Company and who is answerable to a Principal General Representative tied to the Company.

3. Associate General Representative

A person holding the requisite licence(s), as required by the applicable laws in each of the Provinces where they do business, in order to carry out their operations in life and health insurance of persons, who has signed an Associate General Representative Agreement with the Company and who is answerable to a General Representative or Principal General Representative tied to the Company.

4. Associate Representative

A person holding the requisite licence(s), as required by the applicable laws in each of the Provinces where they do business, in order to carry out their operations in life and health insurance of persons, who has signed an Associate Representative Agreement with the Company and who is answerable to an Associate General Representative or General Representative or Principal General Representative tied to the Company.

5. Representative

A person holding the requisite licence(s), as required by the applicable laws in each of the Provinces where they do business, in order to carry out their operations in life and health insurance of

persons, who has signed a Representative Agreement with the Company and who is answerable to an Associate Representative or Associate General Representative or General Representative or Principal General Representative tied to the Company.

6. Reserve(s)

The combination of the amounts retained by the Company and based upon percentages of earned commissions according to the terms and conditions set out in Schedule A.

7. Premium(s)

Cost of the insurance that is paid by the policyholder to the Company.

II. Object of the Agreement

The Company appoints the Representative to solicit applications for insurance and to offer the insurance products distributed by the Company.

The Company authorizes the Representative to deliver the policies issued by the Company pursuant to applications for insurance received by the Representative and to collect the premiums on its behalf.

III. Obligations of the Company

The Company undertakes not to use any information relating to the policyholder or insured that was provided to the Company by the Representative in order to solicit the policyholder or insured for any other insurance coverage without obtaining the prior authorization of the Representative. The latter shall not withhold such authorization without a valid reason for and as long as the remuneration attached to the sales pursuant to such solicitation is paid to the Representative.

IV. Obligations and Powers of the Representative

A. Obligations

The Representative must, either directly or through the use of representatives, for whom it is responsible, solicit potential insured persons or submit the applications for insurance to the Company.

In order to give effect to the object of this Agreement, the Representative agrees:

1. Collection of monies on behalf of the Company
 - a) To collect, as trustee of the Company, the premiums and all other sums of money that the Company may instruct it to collect;
 - b) To transmit to the Company, within the specified delays, all sums of money that it receives.
2. Rules and instructions of the Company

To follow the rules and instructions currently in force, or which may come into force, at the Company for the duration of this Agreement.

B. Powers of the Representative

1. The Company may delegate to the Representative, its power to issue contracts and, consequently, premiums received, on the forms provided by the Company to that effect.
2. The powers of the Representative are limited to those that are conferred by this Agreement, and the latter may not bind the Company in any other manner.
3. Without restricting the generality of the foregoing, the Representative is not, under any circumstances, authorized to:
 - a) Cancel or amend any provision in a policy or to make a correction of any kind in a policy;
 - b) Withhold, for any reason whatsoever, any sum of money, cheque or document received on behalf of the Company;
 - c) Institute judicial proceedings which put the business of the Company, either directly or indirectly, at issue;
 - d) Contract debts or obligations on behalf of the Company;
 - e) Deliver a policy before the first premium has been fully paid and before all other requirements of the Company have been fulfilled;

- f) Sub-delegate its capacity to issue the Company's contracts without the written consent of the latter;
 - g) Publish or disseminate or to have published or disseminated any advertisement, text or other material relating to the Company or its business without the written consent of the Company;
 - h) Use the trademarks, advertising, name or the intellectual property of the Company or any other information obtained from the Company without its written consent;
 - i) Pay premiums on account of a policyholder.
4. The Company reserves the right to refuse any application for insurance submitted to it by the Representative or one of its Representatives.

C. *Abuse of Authority*

- 1. Any act of the Representative exceeding the authority that is conferred by this Agreement is made in its own name and cannot bind the Company, and the Representative shall assume sole responsibility.
- 2. Moreover, any act of the Representative exceeding the authority that is conferred by this Agreement may be considered by the Company as a breach of the provisions of this Agreement and give rise to the termination of this Agreement as stipulated in Section XI.

V. Professional Qualifications of the Representative

A. *Licences, Certificates or Registrations*

- 1. The Representative represents that it is the holder of the licences, certificates or registrations required for the sale of the insurance products distributed by the Company.
- 2. The Representative undertakes to maintain in force all of the licences, certificates or registrations required by the applicable laws in each of the Provinces where it does business and the regulations adopted pursuant thereto, as well as by any other applicable laws in order to be authorized to carry out the activities which are the object of this Agreement.

The Representative shall assume all of the costs associated with these licences, certificates or registrations.

3. The Representative undertakes to remit to the Company, on an annual basis at the anniversary date of this Agreement, proof that it holds the requisite licences, certificates or registrations referred to in the preceding paragraph.

B. Professional Liability Insurance

1. The Representative undertakes to subscribe to and maintain in force, professional liability insurance that is satisfactory to the Company.
2. This professional liability insurance must cover liability arising from the faults, errors, omissions or negligence of the Representative in the course of carrying out of the professional activities which are the object of this Agreement.
3. The Representative undertakes to remit to the Company, on an annual basis at the anniversary date of this Agreement, proof that it holds the requisite professional liability insurance referred to in the preceding paragraph.

C. Professional Code of Ethics

1. The Representative must carry out its professional activities while observing the highest ethical standards as well as respecting the requirements of any professional code of ethics in force in each of the Provinces where it does business.
2. The Representative undertakes to respect the provincial and federal laws that regulate insurance transactions and, more specifically, to not, either directly or indirectly, grant any premiums discounts or rebates.

VI. Recruitment by the Representative

A. Recommendation and Hiring

1. The Representative may recommend the appointment of Representatives to the Company.

2. The Company reserves the right to refuse the Representatives recommended by the Representative.
3. These Representatives must sign a contract with the Company.

VII. Company Standards

A. *Minimum Production Standards*

1. The Company reserves the right to establish the minimum production standards.
2. The Company has the right to amend these minimum production standards during the course of this Agreement following negotiations between the parties.

B. *Administrative Standards*

1. The Company reserves the right to define rules, regulations, directives and policies relating to the products sold by the Company.
2. These rules, regulations, directives and policies may be amended by the Company during the course of this Agreement.

VIII. Trust Accounts of the Representative

1. The Representative must hold a bank trust account.
2. Any amount, security or other consideration that the Representative receives on behalf of the Company or on account of the Company is deemed to be held in trust.
3. It is prohibited for the Representative to:
 - a) Use the funds held in trust for an end other than that for which they are destined;
 - b) Set off amounts held in trust against amounts that it considers due to it by the Company.

IX. Documents and Registers of the Company

The Representative is required to maintain a register of all transactions that it effects on behalf or on account of the Company. The Representative cannot make use of the register without the written authorization of the Company and it must allow the consultation of the register by any person so authorized by the Company.

X. Financial Compensation

A. Remuneration

1. Commissions

The Representative is remunerated exclusively by way of commissions on the insurance products sold by the Company;

a) Payment of Commissions by the Company

- (i) The “first year” commissions will not be paid until the application for insurance is accepted by the Company and the first premium is paid by the policyholder;
- (ii) Renewal commissions are vested and will be paid to the Representative as long as the latter maintains in force all of the licences, certificates, registrations and insurance referred to in Section V of this Agreement.

b) Repayment of Commissions

The Representative covenants to repay any non-acquired commissions to the Company, particularly:

- (i) The portion of the commission for which no premium was paid by the policyholder;
- (ii) The portion of the commission corresponding to the premium which should have been repaid to the policyholder.

2. Commission Scales and other Bonuses

- a) The Company undertakes to pay the Representative remuneration to which it is entitled in accordance with Schedule B of this Agreement;

- b) The Company may unilaterally amend the aforementioned Schedule during the course of this Agreement by a thirty- (30) day prior written notice to the Representative. Any such amendment shall not be retroactive.

B. *Expense Allowance*

The Company will not pay the Representative any additional compensation for costs that the Representative may have incurred in carrying its activities, these costs being the exclusive responsibility of the Representative.

C. *Indebtedness*

1. Company's Right of Set Off

The Representative acknowledges that the Company shall have the right to use present or future commissions or all other remuneration that may become due to the Representative to set off any amount that the latter may owe to the Company by virtue of this Agreement.

More specifically, and without limiting the generality of the foregoing, the Company may, at any time, set off the debts incurred by the Representative and coming from advances, loans, commissions or other sources, particularly, and without limiting the generality of the foregoing.

2. Payability of Debts

The termination of this Agreement, by cancellation or otherwise, will not release the Representative of all debts, past, present or future, which may be owing to the Company pursuant to the present Agreement.

Upon termination of this Agreement, by cancellation or otherwise, any debt which the Representative may have toward the Company becomes immediately payable.

In order to facilitate the repayment of all of the debts incurred by the Representative pursuant to this Agreement, the Company and the Representative agree as follows:

- Any amount payable to the Representative by the Company shall be withheld and applied toward repayment until full payment of the debt;
- However, if these amounts were insufficient to discharge all of the debt, the Representative shall pay the balance on the date of the termination of this Agreement.

D. Reserves

The Company reserves the right to establish reserves. It may, upon written notice to the Representative to that effect, amend the terms set out in Schedule A.

E. Restriction on Assignment

The Representative may not assign, alienate, mortgage, hypothecate, charge or otherwise transfer this Agreement, and the rights arising therefrom, without the written consent of the Company.

The Representative may not assign, alienate, hypothecate, mortgage, charge, pledge, transport or otherwise transfer any amount which is payable to it by virtue of this Agreement without the written consent of the Company.

XI. Termination of the Agreement

A. Unilateral Termination by one of the Parties

1. Prior Notice of Termination

The Representative or the Company may terminate this Agreement by sending a thirty- (30) day prior written notice to the other party. The party who terminates this Agreement in this manner shall not have to provide reasons for its decision.

2. Termination without Prior Notice in the Case of Breach

In case of a breach by one of the parties of one of the provisions set out in this Agreement, the other party may, without giving a prior notice or paying any indemnity whatsoever, terminate this Agreement.

B. Automatic Termination

The parties acknowledge that the occurrence of one or the other of the following situations hereinafter enumerated shall result in the automatic termination of this Agreement:

1. The Representative fails to pay any amounts due and payable to the Company by virtue of this Agreement and in respect of which it has not remedied within five (5) days of a written notice to that effect;
2. Loss of operating licence by the Representative;
3. Criminal conviction of the Representative for fraud or misappropriation of funds, or for such other offences related to the professional activities of the Representative;
4. The Representative fails to remit to the Company the amounts received from one or several insured for the payment of insurance premiums;
5. The Representative commits any fraudulent act in the performance of its professional activities;
6. The Representative no longer holds sufficient professional liability insurance;
7. The Representative becomes insolvent or becomes the subject of bankruptcy proceedings.

C. Transfer of Property

In the event of the termination of this Agreement, the Representative must, without delay, transfer to the Company the property that it holds, personally or as trustee, and which belongs to the Company or which is destined to be transferred to the Company.

More specifically, but without limiting the generality of the foregoing, the Representative must transfer to the Company:

- (i) All sums of money in its possession and which are due to the Company either by it or a third party;
- (ii) All cheques made to the name of the Company;

- (iii) All books, forms, stationary and other items displaying the logo or name of the Company;
- (iv) All books, forms, stationary, files and other items belonging to the Company.

XII. Sale of Portfolio

The Representative is free to sell or otherwise dispose of its portfolio comprised of the contracts of the Company.

A. Acquisition by the Company

The Representative grants a “right of first refusal” in favour of the Company for the acquisition of its portfolio.

The Representative who intends, or receives, an offer to sell or otherwise dispose of its portfolio to a third party must first offer it to the Company under the same terms and conditions as those offered to the third party.

The written offer must be sent to the Company by registered mail to the attention of the President.

The Company shall benefit from a thirty- (30) day delay commencing from the receipt of the written offer to notify the Representative of its decision as to whether or not it will exercise its right of first refusal.

B. Acquisition by a Third Party

1. Approval from the Company

The Representative acknowledges that the acquisition by a third party of its portfolio comprised of the contracts of the Company is subject to the written approval of the Company.

2. Non-Solicitation Clause

The Representative undertakes to include in the Agreement binding it to any third party acquirer, a non-solicitation clause for the benefit of the Company in conformity with the one entered into pursuant to this Agreement and set out in paragraph C of this Section.

C. *Non-Solicitation and Penal Clause*

1. Non-Solicitation

During the two (2) years following the sale of its portfolio, the Representative undertakes not to encourage, either directly or indirectly, by soliciting or in any manner whatsoever, the replacement, cancellation or non-renewal of Company contracts that it had sold or was responsible for during the term of this Agreement, any previous agreement or its business relationship with the Company.

2. Penal Clause

- a) Without prejudice to any right or recourse of the Company, for each breach of the aforementioned non-solicitation clause, the Representative undertakes to pay to the Company, as liquidated damages and interest, an amount corresponding to the amount of annual premiums of the contracts so targeted, replaced, cancelled, terminated, rescinded or not renewed;
- b) Furthermore, the Representative acknowledges that any breach of the aforementioned non-solicitation clause will have caused irreparable harm to the Company and that the obtaining of an injunction constitutes a reasonable and necessary measure to stop these infringements.

XIII. Waiver

The conduct of the Company will not be in any way construed as a waiver of its ability to benefit from the rights conferred to it by this Agreement and to require from the Representative the execution of the obligations imposed upon it.

XIV. Notice

Any notice given by virtue of this Agreement must be made in writing and be sent by registered mail to the address appearing on the first page of this Agreement, or to any other address having been the subject matter of a written notice.

Moreover, any notice sent to the Company by the Representative must be addressed care of the President, at the head office of the Company situated at 550 Sherbrooke Street West, Suite B-9, Montreal, Quebec, H3A 3S3.

XV. General Provisions

1. This Agreement replaces and annuls all other previous agreements, covenants and representations between the parties.
2. The Representative acknowledges that the judicial district of Toronto shall have exclusive jurisdiction to hear any litigation relating to this Agreement or the relationship between the parties.
3. If one or more of the provisions in this Agreement are declared null and void, such nullity or invalidity shall not effect the nullity of this Agreement.

SUBJECT TO APPROVAL BY THE COMPANY, THIS AGREEMENT COMES INTO FORCE AS OF _____
[day, month, year]

**CANASSURANCE HOSPITAL SERVICE ASSOCIATION (ONTARIO BLUE CROSS) AND
CANASSURANCE INSURANCE COMPANY**

PER:

AUTHORIZED REPRESENTATIVE

COUNTERSIGNED

DATE OF SIGNATURE: _____
[day, month, year]

THE REPRESENTATIVE

PER : **X**

AUTHORIZED REPRESENTATIVE

[name]

DATE OF SIGNATURE: _____
[day, month, year]

SCHEDULE A

RESERVES

No reserve shall be required by the Company.

SCHEDULE B

COMMISSION

The following commission shall apply to all net sales completed for the products described below and this, at the effective date of this present agreement. By net sales, we consider annualized gross premiums less cancellations of the past twelve (12) months.

BLUE VISION – GLOBAL PLAN

All benefits	First year	Renewal
	25% of net sales	12% of net sales

BLUE VISION – ACCIDENTAL PLAN

Travel insurance	First year	Renewal
	25% of net sales	12% of net sales

Other benefits	First year	Renewal
	40% of net sales	17% of net sales

BLUE VISION – EXPRESS PLAN

Life insurance and Premium refund at termination date (Critical illness assistance)	First year	Year 2-3-4 and 5	Following years
	40% of net sales	5% of net sales	1% of net sales

Other benefits	First year	Renewal
	40% of net sales	17% of net sales

SCHEDULE B

COMMISSION

BLUE VISION

EXPRESS PLAN

Level Premium Benefits	First year	Renewal
Critical illness assistance	40% of net sales	17% of net sales
Accidental death	40% of net sales	17% of net sales
Accidental fracture	40% of net sales	17% of net sales
Medical expenses due to accident	40% of net sales	17% of net sales
Accidental loss of use	40% of net sales	17% of net sales
Post-accident adaptations	40% of net sales	17% of net sales
Premium refund upon death – Hospital allowance Express	40% of net sales	17% of net sales
Hospital allowance Express	40% of net sales	17% of net sales
Life, Accidental death & loss of use – child	40% of net sales	17% of net sales

Level Premium Benefits	First year	Year 2-3-4 and 5	Following years
Life Express	40% of net sales	5% of net sales	1% of net sales
Premium refund at termination date – Critical illness assistance	40% of net sales	5% of net sales	1% of net sales

Level Premium Benefit	First year	Year 2	Following years
Monthly indemnity due to accident Express	40% of net sales	10% of net sales	4% of net sales
Monthly indemnity due to illness Express	40% of net sales	10% of net sales	4% of net sales

SCHEDULE B

COMMISSION

BLUE VISION

EXPRESS PLAN

Benefits per Attained Age	Policies issued <u>as of</u> February 2009		Policies issued <u>before</u> February 2009	
	First year	Renewal	First year	Renewal
Critical illness assistance	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Travel insurance	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Home health care (basic or deluxe)	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Express Plan health package	25% of net sales	7% of net sales	25% of net sales	12% of net sales

SCHEDULE B

COMMISSION

BLUE VISION

GLOBAL PLAN

Benefits per Attained Age	Policies issued <u>as of</u> February 2009		Policies issued <u>before</u> February 2009	
	First year	Renewal	First year	Renewal
Extended health benefit (Regular coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Extended health benefit (Enhanced coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Extended health benefit (Catastrophe coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Drug benefit (Basic coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Drug benefit (Deluxe coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Overhead expenses (level premium option)	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Hospital allowance	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Dental care	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Term life 65 (level premium option)	25% of net sales	12% of net sales	25% of net sales	12% of net sales

Level Premium Benefits	First year	Renewal
Hospital allowance	40% of net sales	17% of net sales
Monthly indemnity due to accident	40% of net sales	17% of net sales
Monthly indemnity due to illness	40% of net sales	17% of net sales

SCHEDULE B

COMMISSION

GLOBAL PLAN

Benefits	Policies issued <u>before</u> October 2007	
	First year	Renewal
Disability due to accident	25% of net sales	12% of net sales
Disability due to illness	25% of net sales	12% of net sales

SCALE 1

Benefits	Policies issued <u>as of</u> October 2007		
	First year	2-3-4 and 5	Following years
Disability due to accident	40% of net sales	20% of net sales	12% of net sales
Disability due to illness	40% of net sales	20% of net sales	12% of net sales
Benefit fee – Disability	40% of net sales	20% of net sales	12% of net sales
Regular occupation – Disability due to accident	40% of net sales	20% of net sales	12% of net sales
Regular occupation – Disability due to illness	40% of net sales	20% of net sales	12% of net sales
Premium refund (65) – Disability due to accident	40% of net sales	20% of net sales	12% of net sales
Premium refund (65) – Disability due to illness	40% of net sales	20% of net sales	12% of net sales

SCALE 2 (the commission of the first year is recoverable over a period of 24 months)

Benefits	Policies issued <u>as of</u> October 2007		
	First year	2-3-4 and 5	Following years
Disability due to accident	70% of net sales	10% of net sales	5% of net sales
Disability due to illness	70% of net sales	10% of net sales	5% of net sales
Benefit fee – Disability	70% of net sales	10% of net sales	5% of net sales
Regular occupation – Disability due to accident	70% of net sales	10% of net sales	5% of net sales
Regular occupation – Disability due to illness	70% of net sales	10% of net sales	5% of net sales
Premium refund (65) – Disability due to accident	70% of net sales	10% of net sales	5% of net sales
Premium refund (65) – Disability due to illness	70% of net sales	10% of net sales	5% of net sales

Policy Fee	First year	Renewal
	25% of net sales	12% of net sales

SCHEDULE B

COMMISSION

MORTGAGE PLAN

All benefits	First year	Renewal
	25% of net sales	12% of net sales

SCHEDULE B

COMMISSION

SMEs PLAN

Benefits per Attained Age	Policies issued <u>as of</u> February 2009		Policies issued <u>before</u> February 2009	
	First year	Renewal	First year	Renewal
Extended health benefit (Regular coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Extended health benefit (Enhanced coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Extended health benefit (Catastrophe coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Drug benefit (Basic coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Drug benefit (Deluxe coverage)	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Overhead expenses* (level premium option)	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Disability due to accident*	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Disability due to illness*	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Regular occupation – Disability due to accident*	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Regular occupation – Disability due to illness*	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Premium refund (65) – Disability due to accident*	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Premium refund (65) – Disability due to illness*	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Hospital allowance	25% of net sales	12% of net sales	25% of net sales	12% of net sales
Dental care	25% of net sales	7% of net sales	25% of net sales	12% of net sales
Term life 65* (level premium option)	25% of net sales	12% of net sales	25% of net sales	12% of net sales

SCHEDULE B

COMMISSION

SMEs PLAN

Level Premium Benefits	First year	Renewal
Hospital allowance	40% of net sales	17% of net sales
Monthly indemnity due to accident	40% of net sales	17% of net sales
Monthly indemnity due to illness *	40% of net sales	17% of net sales

Policy Fee	First year	Renewal
	25% of net sales	12% of net sales

* When a benefit is issued for an insured person 60 years of age or older, the commission payable during the first year is equal to the ones payable when the contract is renewed.

SCHEDULE B

COMMISSION

TANGIBLE

Critical illness	First year*	Year 2-3-4 and 5	Following years
Critical illness Multi-protection	50% of net sales	7% of net sales	3% of net sales
Premium refund (20) – Critical illness Multi-protection	50% of net sales	7% of net sales	3% of net sales
Critical illness Basic benefit	50% of net sales	7% of net sales	3% of net sales
Critical illness Deluxe benefit	50% of net sales	7% of net sales	3% of net sales
Premium refund (20) – Critical illness	50% of net sales	7% of net sales	3% of net sales
Premium refund (65) – Critical illness	50% of net sales	7% of net sales	3% of net sales

*Additional commission to be negotiated with your general representative. The additional commission is recoverable over a period of 24 months.

Hybrid coverage	First year*	Year 2-3-4 and 5	Following years
Critical illness – Hybrid coverage	50% of net sales	7% of net sales	3% of net sales
Home care – Hybrid coverage – Critical illness	50% of net sales	7% of net sales	3% of net sales
Loss of autonomy – Hybrid coverage	50% of net sales	7% of net sales	3% of net sales
Home care – Hybrid coverage – Loss of autonomy	50% of net sales	7% of net sales	3% of net sales
Life – Hybrid coverage	50% of net sales	7% of net sales	3% of net sales
Home care – Hybrid coverage - Life	50% of net sales	7% of net sales	3% of net sales
Disability – Hybrid coverage	50% of net sales	7% of net sales	3% of net sales
Regular occupation	50% of net sales	7% of net sales	3% of net sales
Home care – Hybrid coverage - Disability	50% of net sales	7% of net sales	3% of net sales

* Additional commission to be negotiated with your general representative. The additional commission is recoverable over a period of 24 months.

SCHEDULE B

COMMISSION

TANGIBLE

Long-term care	First year*	Year 2-3-4 and 5	Following years
Facility care	Insured less than 75 years of age		
	40% of net sales	7% of net sales	5% of net sales
	Insured 75 years of age or older		
	15% of net sales	7% of net sales	5% of net sales
Premium refund upon death – Facility care	Insured less than 75 years of age		
	40% of net sales	7% of net sales	5% of net sales
	Insured 75 years of age or older		
	15% of net sales	7% of net sales	5% of net sales
Home care	Insured less than 75 years of age		
	40% of net sales	7% of net sales	5% of net sales
	Insured 75 years of age or older		
	15% of net sales	7% of net sales	5% of net sales
Premium refund upon death – Home care	Insured less than 75 years of age		
	40% of net sales	7% of net sales	5% of net sales
	Insured 75 years of age or older		
	15% of net sales	7% of net sales	5% of net sales
Hospitalization and Loss of autonomy	Insured less than 75 years of age		
	40% of net sales	7% of net sales	5% of net sales
	Insured 75 years of age or older		
	15% of net sales	7% of net sales	5% of net sales

* Additional commission to be negotiated with your general representative. The additional commission is recoverable over a period of 24 months.

Policy Fee	First year*	Year 2-3-4 and 5	Following years
	50% of net sales	7% of net sales	3% of net sales

* Additional commission to be negotiated with your general representative. The additional commission is recoverable over a period of 24 months.

SCHEDULE B

COMMISSION

ANNUAL IN FORCE BONUSES WITH BLUE VISION (GLOBAL PLAN, ACCIDENTAL PLAN AND EXPRESS PLAN), BLUE VISION, OCTOBER 2005 VERSION AND FOLLOWING YEARS (GLOBAL PLAN, EXPRESS PLAN AND SMEs PLAN), MORTGAGE PLAN AND TANGIBLE.

Persistency calculation

(In force at the beginning of the year and still in force at the end of the year) divided by (In force at the beginning of the year) times 100.

ANNUAL BONUS SCHEDULE (PAYABLE ON THE IN FORCE)

Sales		Persistency					
From	to	80%	85.0%	87.5%	90.0%	92.5%	95.0%
\$ -	\$19 999						
\$20 000	\$39 999	0.25%	0.75%	1.25%	1.50%	1.75%	2.00%
\$40 000	\$59 999	0.50%	1.25%	1.50%	1.75%	2.00%	2.25%
\$60 000	\$99 999	0.75%	1.50%	1.75%	2.00%	2.25%	2.50%
\$100 000	And more	1.25%	1.75%	2.25%	2.50%	2.75%	3.00%

The sales are evaluated from January 1st to December 31st of each year and the bonus is payable on the total in force as of December 31st of each year.

The persistency calculation is not affected by new business sold by a representative during the year. New business is, however, included in sales when calculating the annual in force bonus.

SCHEDULE B

COMMISSION

CHOICE OF COMMISSION SCALE

GLOBAL PLAN (policies issued as of October 2007)

DISABILITY DUE TO ACCIDENT AND DISABILITY DUE TO ILLNESS

SCALE 1

SCALE 2

**SUBJECT TO APPROVAL BY THE COMPANY, THIS AGREEMENT COMES INTO
FORCE AS OF _____**

[day, month, year]

**CANASSURANCE HOSPITAL SERVICE ASSOCIATION (ONTARIO BLUE CROSS)
AND CANASSURANCE INSURANCE COMPANY**

PER:

AUTHORIZED REPRESENTATIVE

COUNTERSIGNED

DATE OF SIGNATURE: _____
[day, month, year]

THE REPRESENTATIVE

PER: **X**

AUTHORIZED REPRESENTATIVE

[name]

DATE OF SIGNATURE: _____
[day, month, year]