

Allstate Insurance Company of Canada

Markham, Ontario

AGENT AGREEMENT

Producer Name: _____

Producer Number: _____

Effective Date: _____

THIS AGREEMENT is between Allstate Insurance Company of Canada ("AICC") and the insurance producer named above ("Producer").

APPOINTMENT

1. AICC appoints Producer to solicit, procure and transmit to AICC applications for insurance issued by AICC, as described in this Agreement, to pay over as directed by AICC all monies collected in connection with AICC's business and to perform such other functions as may reasonably be required by AICC.
2. Producer is not authorized on behalf of AICC to incur any liability; make, waive, alter, endorse or discharge contracts or any term thereof; bind AICC on any application for, or policy of, insurance; endorse cheques payable to AICC; deliver any policy except as directed by AICC; extend the time for any payment of premiums or waive forfeitures; name special rates; guarantee dividends or interest rates, or make any estimates thereof; or bind AICC in any way. Unless authorized in writing, Producer shall not collect any monies due, or to become due, to AICC except for the collection of the initial premium on policies issued by AICC hereunder.
3. Producer is an independent contractor for all purposes and not an employee of AICC. Producer has full control of his time and the right to exercise independent judgment as to the time, place, and manner of performing his services, except that he shall conform with AICC's policies and procedures wherever applicable.

TERRITORY

1. Producer may operate in all jurisdictions in which AICC is licensed and in which Producer is duly licensed and appointed to write insurance business of the type solicited. Producer does not, however, have the exclusive right to act on behalf of AICC in such jurisdictions.
2. Producer will maintain at its own expense all required licenses in all jurisdictions in which Producer is appointed to represent AICC and will comply with any and all applicable federal, provincial, or local laws, rules, and regulations affecting his operation.

COMPENSATION

1. All compensation paid to Producer under this Agreement will be commissions on premiums paid in cash to AICC on insurance policies issued pursuant to applications procured by Producer.
2. All compensation will be computed in accordance with the Account Commission Schedule ("Schedule"), as that form may be changed in form and title by AICC from time to time, which shall be executed by Producer and AICC for each employer or other entity with which AICC has agreed to establish premium deductions for AICC business ("Account").
3. Producer has no vesting rights in any compensation. Producer's right to all compensation ends upon termination of this Agreement.
4. Compensation shall accrue and be payable only as premiums are received by AICC at its home office and

applied toward payment of current premium, and shall constitute payment in full to Producer for any and all services rendered to AICC. All compensation shall be paid from AICC's home office in Markham, Ontario or other AICC office as designated by AICC.

5. If a premium increase on a class of insurance products applies to an existing policy for which Producer is receiving compensation, AICC will, in its sole discretion, determine the increase, if any, to Producer's compensation for that policy.

6. No compensation shall be payable on temporary extra premiums added to policies, and no compensation shall be due on any premium that has been waived by AICC for any reason. If compensation due Producer upon any normal payment date total less than \$300.00, AICC may, in its sole discretion, delay payment until the first normal payment date after which the amount due equals \$300.00.

7. If a new policy is issued and a previously existing policy on the same insured, which provided similar benefits, is terminated or lapses before or after the issue of the new policy, the compensation payable on the new policy shall be determined by the practices and procedures of AICC in effect at the time of such new issue.

8. If any policy procured by Producer shall lapse, AICC's liability to Producer for further compensation thereon shall cease, unless the policy is reinstated and Producer is determined by AICC to be the efficient procuring cause of such reinstatement.

9. Producer will repay, immediately upon demand by AICC, any overpayment of commissions due to a refund of premiums, clerical error, premium checks not honored, or other reason. In its sole discretion, AICC may deduct such overpayment from future commissions or may require repayment from Producer in cash.

10. AICC shall provide Producer written statements or AICC may, in its sole discretion, make available electronic statements reflecting the compensation due Producer. Producer shall review all such statements and shall notify AICC, in writing, of specific mistakes or discrepancies in the statement(s) within ninety (90) days after the date of the statement(s). Failure of Producer to so notify AICC within the time described herein shall be an admission of the correctness of such statement(s) and shall bar any claims to the contrary against AICC.

11. Producer shall not be entitled to compensation on any policy unless AICC determines, in its sole discretion, that Producer was the efficient procuring cause of the policy. In all cases where a claim to compensation is disputed or questioned, the decision of AICC shall be binding and conclusive.

12. Should AICC, for any reason, refund or waive any premium on any policy or contract procured hereunder, Producer shall, immediately upon demand, repay any compensation received with respect to that premium. Such repayment shall be made to AICC's home office in Markham, Ontario.

COMMISSION ADVANCES

1. At Producer's request, AICC may, in its sole discretion, pay to Producer advance commissions ("advances"). Any agreement to pay such advances shall be documented with a Schedule, executed by Producer and AICC for each Account.

2. All advances are loans to Producer, for which Producer is personally indebted to AICC to repay at AICC's home office.

3. In consideration of AICC's agreement to pay advances and as security for the repayment of any obligation by reason of advances to Producer, Producer assigns, transfers, and sets over to AICC, its successors or assigns, all monies, of any kind, payable to Producer by AICC or by any subsidiary of The Allstate Corporation for so long as there is any obligation remaining unpaid to AICC, with the understanding that all such monies accruing to Producer's credit will be applied by AICC, on an as earned basis, to the repayment of any obligation resulting from advances made to Producer.

4. Producer will indemnify AICC for any debt resulting from advances paid pursuant to this Agreement which are unearned. AICC may, without notice, use any compensation otherwise payable to Producer by AICC, whether arising from this Agreement or otherwise, to satisfy this demand for indemnity hereunder by offsetting such debt against such compensation.

5. In the event of termination of this Agreement, for whatever reason, before all of Producer's obligations

incurred by reason of such advances have been satisfied by payment, Producer shall, within thirty (30) days of such termination, satisfy by payment all of such obligations to AICC; provided, however, that AICC may, at its option, provisionally waive the requirement that such obligations be paid within thirty (30) days of said termination and allow Producer to satisfy such obligations by what AICC considers, in its sole discretion, a suitable time frame; provided further, however, that AICC may, at any time, in its sole discretion, rescind any such provisional waiver, without notice, and thereupon be entitled to immediate satisfaction by payment.

6. AICC may, in its sole discretion and without notice to Producer limit or discontinue any advances payable under any Schedule.

TERMINATION

1. This Agreement may be terminated at will by either party hereto, by written notice of the election to terminate delivered personally, electronically or mailed by first-class mail, postage pre-paid, to the other party at the last known address. Said termination shall be effective 15 calendar days after the date on which such termination notice is sent or mailed.

2. AICC may terminate this Agreement for cause at any time, without prior notice, if Producer:

- a. Fails to comply with any of the material provisions of this Agreement,
- b. Acts contrary to the law, or commits an act of fraud or willful misconduct in any matter related to this Agreement,
- c. Induces or attempts to induce any employees, producers or representatives of AICC to discontinue their association with AICC; or
- d. Induces or attempts to induce any party to relinquish a policy or contract with AICC.

3. This Agreement will automatically terminate, without prior notice, upon (i) upon the death of Producer, if an individual; (ii) the dissolution of the partnership, if Producer is a partnership; (iii) the dissolution of the corporation, if Producer is a corporation; (iii) Producer invoking bankruptcy protection; (iv) a petition is presented or an order is made for winding-up of the Producer; or (v) an administrator or administrative receiver is appointed with respect to the Producer.

4. Upon termination of this Agreement, Producer shall immediately pay all sums due to AICC and shall deliver to AICC all computer software, rate books, letters, records, supplies, and any such related items connected with AICC's business,

5. AICC may, in its sole discretion, suspend this Agreement, temporarily revoking Producer's authority to represent it, during any reasonable period of investigation, to determine whether conditions exist to warrant termination for cause. Producer shall reasonably cooperate with AICC in any such investigation, to include producing necessary documents and providing other information requested. During such period of investigation, AICC shall not be obligated to remit any compensation due or becoming due.

INDEBTEDNESS

1. Any debt Producer owes to AICC shall be payable at AICC's home office in Markham, Ontario. AICC may, at any time and without notice to Producer, offset against any compensation due Producer from any subsidiary of The Allstate Corporation (to include AICC) any debt owed by Producer to any subsidiary of The Allstate Corporation (to include AICC), and such debt shall be a first lien on any such compensation. As to debts Producer owes to AICC, AICC shall have the right to determine to which indebtedness any payment made by Producer, whether offset or otherwise, shall be applied.

2. AICC shall have the right, in its sole discretion, to charge interest on any debt owed by Producer to AICC from the time said indebtedness is incurred, at a per annum rate equal to the prime commercial rate as charged by Bank of Montreal (or its successor) from time to time; provided, however, that such rate shall not exceed the rate permitted by law.

3. Producer shall pay all costs and expenses, including collection fees and/or reasonable attorneys fees, which may be incurred by AICC in the collection of indebtedness hereunder.

GENERAL

1. AICC may, in its sole discretion, prescribe the form, plan, rates, producer compensation, and character of policies for which applications may be solicited, and may from time to time change or discontinue any form, plan, rates, producer compensation, or character of any policy now or hereinafter in use. Such changes or discontinuations shall not affect compensation on policies issued prior to the date of said changes or discontinuations.
2. Producer shall use its best efforts to keep in full force and effect all insurance issued by AICC. Producer shall so conduct all actions as not to affect adversely the business, good standing, or reputation of Producer or AICC. Producer agrees to maintain all records and books required of a licensed agent by law and/or regulation. Producer agrees to comply with all laws and regulations and with all published bulletins, field letters, or any other written communications from AICC now in force and such as may be hereafter adopted.
3. Producer shall have no power or authority other than expressly granted herein and no other or greater powers shall be implied from the grant or denial of powers expressly mentioned herein.
4. Producer shall have no claim for compensation for having introduced or brought to the attention of AICC any business opportunity, except under a written agreement with AICC to pay such compensation, signed on behalf of AICC by a vice-president or higher officer of AICC.
5. The forbearance or neglect of AICC to insist upon strict compliance by Producer with any of the provisions of this Agreement, whether continuing or not, shall not be construed as a waiver of any of AICC's rights or privileges hereunder. No waiver of any right or privilege of AICC arising from any default or failure of performance by Producer shall affect AICC's rights or privileges in the event of a further default or failure of performance.
6. Producer shall not reproduce any software or other material provided by AICC without the prior written permission of AICC. All such material shall be used exclusively in the performance of this Agreement and may not be used or distributed for any other purpose without the prior written permission of AICC.

CONFIDENTIAL INFORMATION

1. Confidential Information includes all individually identifiable health information and other information about a person that:
 - a. a person provides to obtain AICC insurance,
 - b. results from an AICC insurance transaction, or
 - c. is otherwise obtained in connection with providing AICC insurance, such as: identities, names, addresses, and ages of policyholders; types of policies; amounts of insurance; premium amounts; policy renewal dates; policyholder listings, claim information; any policyholder information subject to any privacy law; and information identified by AICC as confidential.
2. Producer agrees that he will:
 - a. use Confidential Information only for the purpose for which it was disclosed and only to carry out the provisions of this Agreement, and
 - b. not disclose Confidential Information to third parties unless necessary to meet his obligations under this Agreement, and then only to a third party similarly bound by the same privacy standards, and
 - c. continue to treat Confidential Information in this manner even after termination of this Agreement, and
 - d. comply with all applicable privacy laws and regulations, and AICC policies and procedures regarding Confidential Information.

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (PIPEDA)

Under PIPEDA, personal information includes any factual or subjective information, recorded or not, about an identifiable individual. This includes information in any form, such as:

- age, name, ID numbers, income, ethnic origin, or blood type;
- opinions, evaluations, comments, social status, or disciplinary actions; and
- employee files, credit records, loan records, medical records, existence of a dispute between a consumer and a merchant, intentions (for example, to acquire goods or services, or change jobs.)

The parties acknowledge that each of them will be required to transfer to each other, process and otherwise deal with the personal information of individuals who may obtain insurance through AICC. Each of the parties agrees to collect, use and disclose such personal information in a manner that a reasonable person would consider appropriate in the circumstances. The parties further agree to safeguard the security of such personal information in a manner appropriate to the sensitivity of that information.

APPROVAL OF SOLICITATIONS

Producer shall not publish or disseminate any type of solicitations, forms, advertisements, or material concerning AICC or its products without the prior written consent of AICC.

SUPERVISION; RESPONSIBILITY

AICC is responsible to Producer for AICC's acts or omissions and the acts or omissions of its employees. Producer is responsible for Producer's acts or omissions and the acts or omissions of its employees and representatives. AICC will indemnify and hold Producer harmless from any losses or expenses on account of the acts or omissions of AICC or its employees. Producer will indemnify and hold AICC harmless from any losses or expenses on account of the acts or omissions of Producer or its employees and representatives.

PROFESSIONAL LIABILITY INSURANCE

Producer will maintain Errors and Omissions coverage with an insurance company rated "A" or better by A.M. Best with a policy limit of not less than \$1 million per occurrence. AICC may change this minimum policy limit with written notification to Producer. If Producer is not an individual, such insurance will also provide coverage for the conduct of all licensed insurance agents representing or acting on behalf of Producer.

COMPLAINTS

Producer will document and promptly report to AICC all customer and regulatory complaints involving Producer's conduct under this Agreement, and/or the conduct of AICC or any of its representatives regarding applications, policies, or claims. Producer further agrees to fully cooperate with AICC in the investigation and resolution of such complaints.

ARBITRATION

The parties agree that any dispute between them arising out of or under this Agreement which they cannot promptly settle shall be the subject of arbitration pursuant to the provisions of the Arbitration Act, R.S.O. 1980, c.25 and amendments thereto, and that there shall be two arbitrators, one appointed by each party and a third arbitrator or umpire appointed by the first two. The expense of such Arbitration shall be borne equally by Producer and AICC.

ENTIRE AGREEMENT

1. This Agreement contains the whole and complete agreement between the parties hereto relating to the Producer Number specified above on page 1 of this Agreement, and such other producer numbers as AICC may assign to this Agreement. The terms of all previous contracts between AICC and Producer affecting this Producer Number, (and any other producer number(s) assigned by AICC to this Agreement) which conflict with or differ from the terms hereof are hereby superseded and replaced with the terms of this Agreement.
2. Whenever required for proper interpretation of this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
3. No waiver or amendment of this Agreement shall be effective unless in writing, expressing by its terms an

intention to modify this Agreement, and signed by duly authorized representatives of both parties. However, AICC reserves the right to amend or supplement this Agreement by field bulletin, letter, email, publication on a website maintained by AICC for insurance producers, or other appropriate official written communication. Producer's continuing relationship with AICC hereunder after transmission by AICC of such official written communication shall conclusively constitute assent thereto.

4. Producer shall provide to AICC, and update as necessary, a current email address to which such official written communications may be sent. Producer's failure to provide to AICC a current email address shall constitute a waiver of Producer's right to notice of such official written communication.

5. This Agreement may not be assigned by either party without the prior written consent of the other party.

6. No assignment of any compensation or any other amounts, or any portion thereof, due or to become due to Producer hereunder shall be valid and recognized by AICC unless authorized in writing by AICC, through an officer thereof. Any assignment so authorized shall be subject to the provisions of this Agreement and to the provisions of law, and shall be subordinate to any and all indebtedness of Producer to AICC then or thereafter existing.

Accepted:

<p>Producer</p> <hr/> <p>Producer Name (Please Type/Print)</p> <hr/> <p>Signature/Title</p>
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<p>Allstate Insurance Company of Canada</p> <hr/> <p>Authorized Company Representative</p>
