



AGENT AGREEMENT

AGREEMENT by and between Industrial Alliance Pacific Insurance and Financial Services Inc, an insurance company domiciled in the State of Washington, and any subsequent affiliate designated from time to time by notice (hereinafter collectively referred to as the "Company" or "IAP") and _____ ("Agent, You or Your").

WHEREAS, IAP is the issuer of insurance products (the "Policies"), which are more particularly identified in this Agreement in the Agent Compensation Plan hereto, as may be amended by IAP at anytime; and,

WHEREAS, Your candidacy as an Agent has been recommended by _____ ("Your General Agent"); and

WHEREAS, You wish to solicit applications to sell the Policies on IAP's behalf.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

1. **Your Appointment.** IAP hereby appoints You to:
 - (a) solicit sales of the Policies in all jurisdictions in which the Policies may legally be issued using forms, rates and guidelines provided by the Company; and in which You are properly licensed under state law and appointed under existing Company guidelines;
 - (b) to promptly deliver the Policies when the conditions governing such delivery have been met;
 - (c) to collect the initial model premium necessary to place in force or to reinstate the Policies in the form of a check payable to the Company;
 - (d) to service the policyowner; and
 - (e) to recruit, and recommend the appointment to IAP, persons and organizations meeting the Company standards for holding an Agent Agreement.
2. **Independent Contractors.** You are an independent contractor with respect to IAP, and nothing in this Agreement shall create or be construed to create the relationship of employer and employee between IAP and You. You shall, in your sole discretion select the person from whom you will solicit applications for Policies, as well as the time, manner and place of solicitation.
3. **Limitation of Authority.** Your authority shall extend no further than stated in this Agreement. You shall not:
 - (a) make, waive, or change any questions, statements, or answers on any application for a Agent Agreement, the Agreement itself or any application for the Policies, the terms of any receipt given thereon, or the terms of the Policies;
 - (b) extend the time for payment of premiums or waive any premiums, or forfeiture or guarantee dividends, earnings or rates, or estimate future interest, mortality or expense factors except through the use of authorized illustrations and projections approved by IAP;
 - (c) deliver the Policies unless the health of the Insured(s) or Annuitant(s) is substantially unchanged from the date of the application;
 - (d) incur any debts or liabilities for or against the Company;
 - (e) receive any money for the Company except premiums as authorized in Section 1(c) above, in the form of a check payable to the Company;
 - (f) misrepresent, or fail to disclose accurately, the terms or nature of the Company's Policies;
 - (g) pay any premiums on the Policies other than Your own or for Your immediate family members;
 - (h) solicit business in a state where the policies are not approved for sale;



- (i) violate any published IAP policy on IOLI/SOLI sales and viatical/life settlements; or
- (j) enter into any proceedings in a court of law or before a regulatory agency in the name of or on behalf of IAP.

Nothing in this Agreement shall create or be construed to create any exclusive authority to represent IAP or to effect sales of policies with respect to a specific geographic territory or otherwise.

4. **The Policies.** The Policies issued by IAP to which this Agreement applies are listed in the Agent Compensation Plan. The Agent Compensation Plan may be amended from time to time by IAP. IAP in its sole discretion and without notice to You, may suspend sales of any Policies or may amend any Policies or contract evidencing such Policies.
5. **Licensing.** You shall at all times when performing functions under this Agreement, be validly licensed in the states and other local jurisdictions that require such licensing or registration in connection with Your sales activities. Out-of-state applications will not be accepted unless You are licensed and appointed in the policyowner's state of residence, regardless of where such application may have been signed. IAP will, at its option and in its sole discretion, pay resident state insurance Agent appointment fees and any renewals thereof during the term of this Agreement. IAP is not responsible for the payment of any non-resident state insurance Agent appointment fees, but may elect to pay such fees at its option and in its sole discretion upon submission of first business. You shall be responsible for the payment of all resident and non-resident state insurance license fees and any renewals thereof, as may be necessary to sell or solicit the sale of IAP Policies.

If Agent is not an individual, then Agent shall also assist IAP in the appointment of its representatives under the applicable insurance laws to sell the Policies. Agent shall submit the required license/appointment papers for all applicants as insurance Agents of IAP. All such licensing/appointment papers should be submitted to IAP or its duly appointed Agent. Notwithstanding such submission, IAP shall have sole discretion to appoint, refuse to appoint, discontinue or terminate the appointment of any representative as an insurance Agent of IAP.

6. **Compliance.** You agree to comply with all applicable local, state and federal laws and with all rules and regulations of the regulatory agencies having jurisdiction with respect to the sales of the Policies. You agree to abide by the terms and conditions of this Agreement, and any rules relating to the Company's business as may be published, or contained on the Company's Web site, from time to time.
7. **The Violent Crime Control and Law Enforcement Act.** You represent and warrant to IAP that neither You, nor any Agent, employee or representative of Yours providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. You agree to defend and indemnify IAP with respect to any action brought against IAP to the extent that such action is based upon a claim that the engagement by IAP or You or any such Agent, employee or representative of Yours violated any state or federal proscription against such engagement, including but not limited to The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.
8. **Confidential Information and Protection of Non-Public Personal Information.** You and IAP agree to maintain the other party's Confidential Information (defined below) in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with the Gramm-Leach-Bliley Act, Regulation S-P, the relevant state and federal regulations pursuant thereto and state privacy laws (all the foregoing referred to as "Privacy Law.")
 - (a) "Confidential Information" shall mean (1) any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, including, but not limited to, any information relating to a party's marketing strategies, business systems, databases, and (2) any customer or consumer specific data deemed to be "non-public personal information" under the Privacy Law.
 - (b) Specifically, with regard to non-public personal information, You and IAP agree that they are prohibited from using consumer or customer non-public personal information other than (1) to execute the terms of conditions of this Agreement as permitted by Privacy Law or (2) as required by state or federal law, regulation or rule. You and IAP agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the disclosing party. You and IAP shall promptly



report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.

- (c) Upon request, You and IAP shall return to each other or destroy (and provide an appropriate written destruction certificate) all Confidential Information in its possession or control. No disclosure by You or IAP hereto of Confidential Information of one to other shall constitute a grant to the other of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party.
- (d) You and IAP have the right to make reasonable requests to inspect, during normal business hours, the other's facilities, data and records, associated audit reports, summaries of test results or equivalent measures taken by a party to ensure compliance with the Privacy Law for the purposes of verifying that the confidentiality provisions of this Agreement are being complied with. The terms of this section will survive the termination of this Agreement.

9. **Investigations; Customer Complaints.** You agree to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Policies, Company, or Agent. You shall permit appropriate federal and state insurance and other regulatory authorities to audit Your records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether You are complying with all applicable laws and/or regulations. You shall promptly notify Company of any customer complaints with respect to the Policies and to cooperate with Company in resolving all customer complaints with respect to the Policies, or Yourself.
10. **Books and Record.** You shall maintain thorough and correct books, accounts and records of all transactions covered by this Agreement as required by applicable laws and regulations. You shall preserve and hold all documents, correspondence and records that come into Your possession or control relating to the Policies as long as the Policies remain in force. Your books, accounts and records shall clearly and accurately disclose the nature of details of Your activities related hereto. You shall take appropriate action to keep confidential all information obtained pursuant to this Agreement (including, without limitation, names of purchasers of Policies) as set forth under Section 8. Company shall have access to all books, accounts and records of You, Your employees, or Agents assigned to You. This provision shall survive termination of this Agreement.
11. **Sales Practice.** You shall be responsible for offering the Policies for sale in accordance with all IAP rules and procedures then in effect. All applications for Policies shall be made on application forms supplied by IAP and all payments collected by You shall be remitted promptly in full, without deduction or setoff, together with such application forms and any other required documentation, including temporary insurance agreements, directly to IAP at the address indicated on such application or to such other address as IAP may, from time to time, designate in writing. The Agent shall review all such applications for completeness and suitability. All applications are subject to acceptance or rejection by IAP at its sole discretion. All records of information obtained hereunder by You shall not be disclosed or used except as expressly authorized herein, and You will keep such records and information confidential, to be disclosed only as authorized or if expressly required by federal or state regulatory authorities.
12. **Sales Promotion Materials and Advertising.** "Sales Promotion Material" and "Advertising" are defined as material designed to create public interest in the Policies, or to induce the public to purchase, increase, modify, reinstate or retain a Policy, including:
- (a) printed and published material, audio-visual material, descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards, and similar displays;
 - (b) descriptive literature and sales aids of all kinds, including circulars, leaflets, booklets, depictions, illustrations and form letters, whether in the form of computer software or printed materials; and
 - (c) material used for training and education which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate, or retain a Policy.

You shall be provided with illustrations relating to the Policies and such other material as IAP determines to be necessary or desirable for use in connection with sales of the Policies. No sales promotion materials or any advertising relating to the Policies shall be used by You unless the specific item has been approved in writing by IAP. While IAP stationery may be made available to You, it is to be used only when promoting the Company's products exclusively.



In addition, You shall not print, publish or distribute any advertisement, circular or any document relating to IAP unless such advertisement, circular or document shall have been approved in writing by IAP.

13. **Ethical Market Conduct.** You agree to be bound and abide by IAP's ethical market conduct requirements as provided for in Schedule A as amended by the Company, with notice, from time to time.
14. **Company Property.** You agree that all policyholder files, lists of policy owners or insured persons, records and premium accounts are the property of IAP, and may be audited or inspected as IAP may require. All computer software containing the rates and values of product issued by IAP, all IAP rate books, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, containing the name/logo of IAP or any affiliated company remains the property of IAP and are furnished to You in confidence, and You agree to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business or with the written consent of IAP. You further agree that all such property shall be returned to IAP upon demand or upon termination of this Agreement. Upon termination of this Agreement for any reason, You further agree not to use any such material for Your commercial purposes or for that of any other entity.
15. **E & O Coverage.** You shall maintain Errors and Omissions insurance with a liability limit of \$1,000,000 or greater. IAP may require evidence satisfactory to it that such coverage is in force, and You shall give IAP prompt written notice of any notice of cancellation or change of coverage. Failure to maintain adequate Errors and Omissions coverage may result in the suspension or termination of this Agreement.
16. **Anti-Money Laundering.** Anti-money laundering rules, pursuant to the USA PATRIOT Act, require life insurance companies to establish anti-money laundering programs and to report suspicious transactions and suspicious attempted transactions. In order to fulfill its legal obligations, the Company requires that You abide by the following:
 - (a) Ensure that the information required on the product application, and associated documents, and on any other documents submitted to the Company, is accurate and complete;
 - (b) Fulfill all customer identification/verification requirements that the Company communicates to you or posts on its secure Agent website;
 - (c) Comply with the Company's rules for acceptable methods of payment. These rules, which may be modified at the Company's sole discretion, are contained on the secure Agent website and in the Producer's Guide to Anti-Money Laundering Rules, which is posted on the website. Please do not collect premium payments in cash. Cash means the currency of the United States or any other country;
 - (d) Immediately bring a suspicious transaction (or a suspicious attempted transaction) to the Company's attention by reporting it to the Sales Support Department;
 - (e) Cooperate fully with the Company during any investigation it undertakes to determine whether a transaction (or attempted transaction) should be reported to the Financial Crimes Enforcement Network. This includes promptly complying with the Company's requests for information and documents;
 - (f) Do not disclose the contents of a Suspicious Activity Report ("SAR") to the subject of the SAR, or to any other person. Do not disclose the fact that the Company has filed a SAR or has considered filing a SAR;
 - (g) Complete anti-money laundering training from a training provider that is acceptable to the Company within the time limits specified by the Company. All new Agents must successfully complete an appropriate anti-money laundering training program, from a training provider that is acceptable to the Company, within 90 days of their appointment;
 - (h) Cooperate fully when the Company tests the effectiveness of its anti-money laundering program;
 - (i) Keep all documents and information relating to a suspicious transaction or a suspicious attempted transaction for five years; and
 - (j) Stay up-to-date with the Company's anti-money laundering requirements by referring to the secure Agent website.



17. **Territory.** This Agreement does not confer any exclusive right or territory upon You and the Company reserves the right to:
- (a) appoint additional individuals or organizations which hold an Agent's Agreement in such locale who also shall have the right to recommend appointment of Agents of the Company;
 - (b) establish and maintain other or additional offices in the same locale; and
 - (c) appoint Agents in such locale as recommended by others.
18. **Agent Compensation Plan.** IAP will establish, maintain, and publish an Agent Compensation Plan for each Agent classification level. Each such Plan may be amended from time to time at IAP's sole discretion. The terms and conditions of the Agent Compensation Plan for Your current classification are made a part of this Agreement by reference.
19. **Agent Classification.** Your classification is reflected in the Agent's Compensation Plan. IAP may reclassify You from time to time. You will be notified of any such reclassification prior to the effective date of the new classification. Any change to a different classification level would typically be based on announced or required production levels, but may also be based on other considerations such as changes in field management or organization, or changes in marketing strategy. The new classification will apply to business produced after the effective date of Your reclassification.
20. **Compensation.**
- (a) **Commissions.** You shall be compensated in accordance with the terms of this Agreement, and the Agent Compensation Plan for Your classification. Commissions shall accrue only after issuance and delivery of the contract, after the due date of the premium and after the premium is received by IAP. Commissions on premiums paid in advance shall accrue only on the regular premium due dates of such premiums. No commission shall be payable on account of waived premiums or on interest or loan payments collected. Compensation on extra premiums, conversions, exchanges, replacements and other special situations not provided herein will be governed by IAP's rule and practice in effect at that time. The rate of and the right to receive compensation on any policy not listed in the Agent Compensation Plan or requiring special underwriting shall be determined by the published schedule of commissions for that product or rules of the Company in effect at that time or by a separate written agreement with You signed by a duly authorized representative of the Company. No applications will be accepted nor will any compensation be paid on policies which are not approved in the state where written. In order to receive any compensation, You must be licensed and appointed with IAP in the policy's state of issue at the time of policy issue. Commissions will be payable when they exceed \$50.00 net of chargebacks, subject to any other applicable terms and conditions contained herein.
 - (b) **IAP Refund of Premium.** IAP, in its sole and absolute discretion, may reject any applications or payments remitted through You and may refund an applicant's payments to the applicant. The Company may in its discretion settle any claim of policy owners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in marketing the policy. In the event a refund of premium is made for any reason and if You have received compensation, including renewal commissions, You shall promptly repay such compensation to IAP. If repayment is not promptly made, IAP may at its sole option deduct any amounts due IAP from Your future commissions otherwise payable to You. Any compensation chargebacks shall be made in accordance with then Company policy. This provision shall survive termination of this Agreement.
 - (c) **Changes to Commission Schedule.** IAP may change the schedule of sales commissions at any time. Any such change shall apply to compensation due on applications received by IAP after the effective date of such change.
 - (d) **Restrictions.**
 - (i) You agree that You shall not, whether or not permitted by law: (1) rebate or offer to rebate all or any part of a premium on a Policy, directly or indirectly; (2) withhold any premium on a Policy; (3) rebate or offer to rebate all or any part of a commission paid or payable upon the sale of a Policy; or (4)

promote fee splitting or commission sharing arrangements. Violation of such Company rules, laws or regulations shall be grounds for termination of this Agreement by IAP for cause.

- (ii) If You at any time induce or endeavor to induce any owner of a Policy to relinquish the Policy except under circumstances where there are reasonable grounds for believing that the policy, contract or certificate is not suitable for such person, any and all compensation due You so acting shall cease and terminate.
- (iii) Nothing in this Agreement shall be construed as giving You the right to incur any indebtedness on behalf of IAP. IAP is hereby authorized to set off Your liabilities against any and all amounts otherwise payable to You by IAP.
- (iv) IAP shall not be obligated to recognize any assignment of commissions by You until the original assignment or a certified copy thereof is delivered at its home office, nor does IAP assume any responsibility for or guarantee the validity or sufficiency of any assignment.

21. **Termination.**

- (a) This Agreement may be terminated by any party, without cause, upon ten (10) days written notice to the other party via regular U.S. mail addressed to the last known address of the other party (the "Notice Period"). This is an at-will contract; this is not a contract for a definite term or period of time. It is agreed and understood that the Company reserves the right to close any pending business during the Notice Period and, without limiting the generality of the foregoing, to refuse to provide compensation for requests for premium increases on existing business made after written notice to the Agent has been given.
- (b) This Agreement automatically terminates upon:
 - (i) Your death or inability to perform Your responsibilities under this Agreement or as contained in the Agent Compensation Plan;
 - (ii) Your insolvency or bankruptcy occurring after the date of this Agreement, or if the Agent is a corporation, upon its dissolution or liquidation;
 - (iii) Your failure to meet the minimum production and/or persistency requirements of the Company for continuation of this Agreement. These requirements may change from time to time. The minimum requirements shall be announced periodically and any changes shall be announced prior to the effective date of the change; or
 - (iv) Your failing to maintain in force specified amounts of a professional errors and omissions liability coverage.
- (c) Termination for cause results in forfeiture of any further payments and any accrued rights to participate in plans, programs, or benefits which require an active Agent's Agreement. Termination for cause shall be:
 - (i) material violation of any of the provisions of this Agreement or published Company policy relating to Agent conduct and compensation;
 - (ii) material violation of any state or federal laws or regulations relating to insurance;
 - (iii) inducing or attempting to induce our policyowners to relinquish or replace the policies with such frequency as to indicate a pattern of inappropriate activity;
 - (iv) misappropriation or commingling of Company funds;
 - (v) withholding any property belonging to the Company after demand for its relinquishment has been made;
 - (vi) withholding any monies due the Company after demand for payment has been made;
 - (vii) doing any act which results in having the required license to act as an insurance Agent or broker suspended or revoked by a Department of insurance;

- (viii) making any representation or doing any act injuring the business reputation of the Company;
- (ix) conviction of a felony or misdemeanor involving theft, fraud or moral turpitude;
- (x) engaging in a fraudulent act or misrepresenting policy benefits, provisions, or premiums; or
- (xi) engaging in any activity that is a material breach of this agreement and, in particular, the restrictions imposed under paragraph 20(d)(i).

A termination under Section (a) or (b) immediately above will not preclude a termination for cause at a later date. Notwithstanding anything to the contrary, in the event You are concurrently contracted with IAP, Termination for cause under one agreement shall be deemed Termination for cause under any and all existing agreements.

22. **Compensation Payable After Termination.** Vesting of compensation shall be described in the Agent Compensation Plan for Your classification in effect at the time of termination.

23. **Indebtedness.**

- (a) IAP is authorized, at any time either before or after the termination of the Agreement, to deduct compensation due from IAP to You, whether payable hereunder or pursuant to any other agreement with the Company, the entire amount of any funds, including, but not limited to, advances or debts, owed by You to IAP or its affiliates, associates, parents or subsidiaries, but only to the extent of the actual amount owed by You as determined by IAP.
- (b) Any compensation, regardless of how characterized, paid to You for premiums or considerations, including rollover amounts, later returned or credited to the customer, or any overpayment of such compensation shall be a debt due to IAP from You and payable in accordance with (a) above.
- (c) In addition to all other rights available to IAP as a creditor, IAP shall have a first lien on all compensation payable under the Agreement for any of the funds, advances or debts described herein.
- (d) To the extent that any compensation due to You from IAP is insufficient to cover advances or other debts, the difference shall become a debt due and payable immediately to IAP unless other arrangements have been made with IAP. At the sole discretion of IAP, interest, at a lawful rate to be determined by IAP, shall thereupon begin to accrue.
- (e) In the event IAP initiates collection efforts or legal action to collect any indebtedness of Agent or its Agent, You shall reimburse IAP for reasonable attorney fees and expenses in connection therewith.
- (f) You are responsible for all indebtedness of Agents under Your responsibility. The Company has the right to charge Your account as soon as the debt occurs regardless of whether any steps have been taken by the Company to collect the debt from the Agent. Should an extension of time for payment of any obligation be granted to You by the Company, the extension shall not in any way affect the provisions of the contract.
- (g) It is understood and agreed that You become liable to pay any Agent to whom You are responsible for any debt owing to the Company that remains outstanding. In the event your debt to the Company is paid for by another Agent, it is understood and agreed that you become indebted to that Agent for the amount paid. Notwithstanding the foregoing, nothing derogates from the right of the Company to demand payment or institute collections proceedings on its own behalf or that of another Agent for your debt.

24. **Indemnification.**

- (a) IAP shall indemnify and hold You and each director and officer of and any person controlling the Agent harmless from any losses, claims, damages or liabilities (or actions in respect thereto), including reasonable attorneys' fees resulting from negligent, fraudulent or unauthorized acts or omissions by IAP or its employees.
- (b) You shall indemnify and hold IAP harmless from any and all costs, expense, losses, claims, damages or liabilities (or actions in respect thereof), including reasonable attorneys' fees, resulting from the following:
 - (i) any negligent, fraudulent or unauthorized acts or omissions by You;



- (ii) any unauthorized use of sales materials or advertising or any oral or written misrepresentations or any unlawful sales practices with respect to the Policies by You; and
- (iii) claims made by any of Your Agents for compensation over and above that which is specifically agreed upon in such Agent's Agreement.

The foregoing indemnities described in paragraph 24(b) shall, upon the same terms and conditions, extend to and inure to the benefit of each director and officer of and any person controlling, IAP. The foregoing indemnities shall not extend to losses, claims, damages or liabilities (or actions in respect thereto) arising out of death claims or claims related to the mortality risks of the Policies.

- 25. **Assignability.** This Agreement may not be assigned by the Agent without the express written consent of the Company. Any attempt to assign this Agreement without such consent shall effect an immediate termination of this Agreement. The Company may assign the Agreement upon reasonable written notice to the Agent. Any approved assignment shall be subject to a first lien to IAP for any indebtedness owed to IAP.
- 26. **Waiver.** Failure of any party to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any of the conditions, but the same shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 27. **Partnerships.** When the Agent is a partnership or corporation, any reference made to the Agent as an individual shall be deemed to mean the partners or officers of the corporation who are licensed and appointed with IAP.
- 28. **Prior Agreements.** This Agreement replaces any prior Agreement involving You, Your General Agent and the Company. However, any amounts due to and by the Company, either now or in the future, under any such prior Agreement are charged or credited to You as though they were amounts due under this Agreement, according to the regulations governing this Agreement.
- 29. **Service of Process.** You are not our authorized Agent or representative to accept service of legal process and therefore, You should not accept service. If, however, any paper is served upon You, You shall fax or send by certified mail the same to our Legal Department at 2165 West Broadway, Vancouver, British Columbia, V6K 4N5 by certified mail within 24 hours after receipt.
- 30. **Definitions.**
 - (a) **Notice.** Unless otherwise provided in this Agreement, all notices, requests and other communications provided pursuant to this Agreement shall be in writing and shall be deemed to have been given on the date of delivery if delivered personally to the party to which notice is to be given, or upon the date of mailing if deposited in the mail, sufficient first-class postage affixed, and addressed to the party at the address(es) shown below, unless otherwise specifically provided.

All notices shall be sent to: Industrial Alliance Pacific Insurance and Financial Services Inc.
 17550 N. Perimeter Drive, Suite 210,
 Scottsdale, AZ 85255-0131

Agent: _____

- (b) **IAP.** IAP shall include Industrial Alliance Pacific Insurance and Financial Services Inc, and any subsidiary, parent, or affiliate.
- (c) **Contract Year.** Contract Year shall mean the period of one year commencing with the date of issue of any Policy or contract and the subsequent anniversaries of such date of issue.



- 31. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.
- 32. **Entire Agreement.** The foregoing represents the entire Agreement between the parties and the parties shall not be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing and executed by a duly authorized officer of the Company.
- 33. **Effective Date.** This Agreement shall take effect as of the date it is approved in writing by a duly authorized officer of IAP.

**INDUSTRIAL ALLIANCE PACIFIC
INSURANCE AND FINANCIAL SERVICES
INC.**

AGENT – IF INDIVIDUAL

By: _____

Print Name of Individual

Title: _____

Signature

Signature: _____

Date

Date: _____

AGENT – IF ORGANIZATION

Print Name of Organization

Print Name and Title of Signor

Signature

Date

Facsimile and scanned signatures are to be considered as valid as originals.