

#### **AGENT-MGA AGREEMENT**

This Agent-MGA Agreement ("Agreement") is made and entered into this 20, by and between:	day of,
Integrum Financial Solutions Group (IFSG) Address: #251, 1001 1ST SE, Calgary, Alberta, T2G 5G3 ("MGA")	
AND	
Independent Financial Advisor's Name;	
Address:("Agent")	

**WHEREAS**, the MGA is in the business of distributing life insurance and other financial products offered by the MGA's sponsoring insurance company, Foresters Financial, in Alberta, Canada, and the Agent is an independent financial advisor licensed to sell life insurance and other financial products offered by Foresters Financial in Alberta, Canada;

**AND WHEREAS**, the MGA desires to appoint the Agent, and the Agent desires to accept such appointment, to act as a life insurance and financial products agent for the MGA in Alberta, Canada;

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

## 1. Appointment and Authority

- 1.1 **Appointment**: The MGA hereby appoints the Agent, and the Agent accepts the appointment, as a non-exclusive agent to solicit applications for life insurance and other financial products offered by the MGA's sponsoring insurance company, Foresters Financial.
- 1.2 **Authority**: The Agent is authorized to solicit applications for Foresters Financial's life insurance and other financial products in Alberta, Canada, and to perform such services as may be necessary and incidental thereto, subject to the terms and conditions of this Agreement and the policies and procedures of the MGA.

# 2. Duties, Responsibilities, and Performance Requirements

2.1 **Compliance**: The Agent agrees to comply with all applicable laws and regulations of Alberta, Canada, and the policies and procedures of the MGA and Foresters Financial as agreed upon in the Foresters Broker Contracting agreement.

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- 2.2 Sales Practices: The Agent agrees to conduct all sales activities in a professional and ethical manner, providing accurate and complete information to clients and prospective clients, and within the standards set by the MGA.
- 2.3 Licensing and Continuing Education: The Agent shall maintain all necessary licenses and certifications required to sell life insurance and other financial products offered by Foresters Financial in Alberta, Canada, and shall complete all continuing education requirements.
- 2.4 Sales Performance: To maintain good standing with IFSG, the Agent must sell a minimum of three (3) policies per quarter. Failure to meet this requirement may result in suspension or termination of the Agent's contract with IFSG.

#### 3. Compensation

- 3.1 Commissions: The MGA agrees to pay the Agent commissions on applications submitted by the Agent that are accepted by Foresters Financial, in accordance with the commission schedule attached hereto as Exhibit A and incorporated herein by reference.
- 3.2 Payment Terms: Commissions will be paid as follows. See Schedule B IFSG Compensation Schedule.
- 3.3 **Leads Provided by MGA**: All leads provided by the MGA do not qualify for bonuses and will be paid according to the rates in Schedule A.
- 3.4 Leads Generated by Agent: Leads generated by the Agent qualify for the MGA's bonus structure as detailed in Schedule B - IFSG Compensation Schedule.
- 3.5 Bonus Eligibility: To qualify for a bonus payout, the Agent must maintain a compliance score of over 80% and an account persistency rate of over 85%. Bonuses are paid quarterly, starting after the first 3 months of premium is paid.
- 3.6 Agents-in-Training (AT): Agents who are in the process of obtaining their license (referred to as Agents-in-Training or AT) can refer leads to the MGA. If these leads result in written policies, the policies will be transferred to the AT once the AT is licensed. The AT will receive 50% of the commission paid on the policy, while the remaining 50% will be paid to the advisor who wrote the policy.

#### 4. Confidentiality

4.1 Confidential Information: The Agent acknowledges that in the course of performing services under this Agreement, the Agent may have access to confidential and proprietary information of the MGA and Foresters Financial. The Agent agrees to maintain the confidentiality of such information and not to disclose it to any third party except as required by law or with the prior written consent of the MGA.

#### 5. Chargeback Repayment and Penalties

5.1 Chargebacks: The Agent acknowledges and agrees that any commissions paid to the Agent are subject to chargebacks if the policy or financial product for which the commission was paid is canceled, not taken, lapsed, or otherwise not in force during the applicable chargeback period as defined by Foresters Financial.

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- 5.2 Repayment Obligation: In the event of a chargeback, the Agent shall repay to the MGA any commissions previously paid to the Agent related to such chargeback within thirty (30) days of receiving notice of the chargeback from the MGA.
- 5.3 **Penalties for Non-Payment**: If the Agent fails to repay any chargeback amounts within the specified time frame, the MGA may impose penalties, including but not limited to:
  - Suspension of commission payments until the chargeback amount is fully repaid.
  - Deduction of the chargeback amount from future commission payments.
  - Charging interest on the outstanding chargeback amount at a rate of [insert interest rate] per annum.
- 5.4 **Termination for Non-Payment**: The MGA reserves the right to terminate this Agreement immediately if the Agent fails to repay any chargeback amounts within the specified time frame and after reasonable notice has been provided to the Agent.

#### 6. Ownership of Accounts and Leads

- 6.1 Ownership of Policies: All policies written and managed by the Agent under this Agreement shall be the property of the MGA.
- 6.2 Ownership of Leads: All leads generated by the Agent while working with the MGA, including but not limited to clients, prospective clients, agents, marketing associates, and independent business development (IBD) partners recruited by the Agent, shall be the property of the MGA.
- 6.3 Transfer of Information: Upon termination of this Agreement, the Agent shall promptly transfer to the MGA all information and documentation related to the policies, leads, and other proprietary information belonging to the MGA.

# 7. Term and Termination

- 7.1 **Term**: This Agreement shall commence on the effective date set forth above and continue in effect until terminated by either party in accordance with this Agreement.
- 7.2 **Termination**: This Agreement may be terminated by either party, with or without cause, by providing thirty (30) days' written notice to the other party.
- 7.3 Effect of Termination: Upon termination of this Agreement, the Agent shall cease all sales activities on behalf of the MGA and Foresters Financial and return all MGA and Foresters Financial property, including marketing materials and confidential information.

#### 8. Indemnification

- 8.1 Indemnification by Agent: The Agent agrees to indemnify, defend, and hold harmless the MGA and Foresters Financial from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Agent's breach of this Agreement or the Agent's negligent or wrongful acts or omissions.
- 8.2 Indemnification by MGA: The MGA agrees to indemnify, defend, and hold harmless the Agent from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees)

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arising out of or in connection with the MGA's breach of this Agreement or the MGA's negligent or wrongful acts or omissions.

#### 9. Miscellaneous

- 9.1 Independent Contractor: The Agent is an independent contractor and not an employee of the MGA. Nothing in this Agreement shall be construed to create an employer-employee relationship between the parties.
- 9.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada.
- 9.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
- 9.4 Amendments: This Agreement may be amended only by a written agreement signed by both parties.
- 9.5 Notices: Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, sent by confirmed email, or sent by registered or certified mail, return receipt requested, to the addresses set forth above.

written	xecuted this Agreement as of the day and year first above
Integrum Financial Solutions Group (IFSG)	
Seal:	
Abel Pagaling CEO 	
Independent Financial Advisor	
NAME:	SIGNATURE:
DATE SIGNED:	

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#### **Exhibit A: Commission Schedule**



## Schedule A - MGA Broker Commission

In effect for all Foresters Financial™ business written on or after January 1, 2022

#### Life and health insurance commission rates as a percentage of annual premium

	First Year	Renewal				Service Fee	s	
Term <sup>1, 2</sup>		Yr 2	Yr 3	Yr 4	Yr 5	Yrs 6-10	Yrs 11-20	Yrs 214
Term 10	40	2	2	2	2	2	2	2
Term 20	50	3	3	3	3	3	2	2
Term 30	55	3	3	3	3	3	2	2
Child Term Rider <sup>3</sup>	45	2	2	2	2	2	2	0
Exchange to Term 20 or Term 30 <sup>4</sup>	25	3	3	3	3	3	2	2
Whole Life <sup>1, 2</sup>								
Advantage Plus - Pay to 100	55	10	2	2	2	2	2	2
Advantage Plus - 20 Pay	50	10	2	2	2	2	2	0
Advantage Plus - 10 Pay	35	5	2	2	2	2	0	0
Non-Par Whole Life - Pay To 100	55	10	2	2	2	2	2	2
Non-Par Whole Life - 20 Pay	50	10	2	2	2	2	2	0
Additional Purchase Option Rider	4	4	4	4	4	4	4	4
Critical Illness <sup>1</sup>								
Live Well/Live Well Plus Term 10	45	2	2	2	2	2	2	2
Live Well/Live Well Plus Term 20	50	2	2	2	2	2	2	2
Live Well/Live Well Plus Term To 80	50	2	2	2	2	2	2	2
Exchange CI to Live Well Term To 80 <sup>4</sup>	25	2	2	2	2	2	2	2

- 1. For all plans, commissions for all riders except for Term Riders and Child Term Rider are payable at the same rate as the base coverage.
- 2. For Term and Whole Life insurance, Term Riders commissions are payable at the same rate as the corresponding term insurance plan.
- 3. For Term and Whole Life insurance, Child Term Rider commissions are payable at these rates.
- 4. For Term Rider/Plans, Live Well and Live Well Plus, the Exchange option is only allowed at the beginning of year 3 to the end of year 5.

#### Annuity commission rates as a percentage of new deposits

ramorty commission rate	s as a percentage or near	a c p o s n o		
Annuity Plus - DIA	0.025	Annuity Plus - GI4	1.2	
Annuity Plus – GI1	0.3	Annuity Plus - GI5	1.5	
Annuity Plus - GI2	0.6	Annuity Plus - GI10	2.25	
Annuity Plus - GI3	0.9			

## **Ambassador Discount**

For certificates and policies that receive the Ambassador Discount, the First Year Commission will be reduced by half. Renewal commissions will be payable as shown above. The Ambassador Discount is available to employees of Foresters and Canada Protection Plan after 6 months of employment, full-time or part-time (working at least 60% of regular hours), and their immediate families. It is also available to full-time employees of qualifying Managing General Agents and their immediate families. Immediate family means spouse and children, up to age 18, living in same household with the employee. For more information about the Ambassador Discount, please email sales@cpp.ca.

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#### 1. Definitions

- Policy is an insurance policy that is issued by Foresters Life Insurance Company or an insurance certificate that is issued by The Independent Order of Foresters.
- The annual premium or first-year annualized commissionable premium for a policy is the total annual premium charged for a policy year, including applicable rider premiums on page 1.
- c) The first policy year is a period of one year commencing on the date stated in the policy for computing policy years, and subsequent policy years are periods of one year each commencing on the respective anniversaries of that date.
- first year commission is the amount resulting from the application of the particular rate of first year commission to the full annual premium for the first policy year in accordance with your Broker Agreement.
- Renewal commission is the amount resulting from the application of the rates of commission to the full annual premium for each policy year subsequent to the first policy year in accordance with your Broker Agreement.
- f) New Deposits are the total new premiums paid into an annuity.

#### 2. Conditions

- a) The Company may withdraw any policy plans and will determine the commissions, if any, payable on all classes of policies or benefits not listed in the Rate Schedule, on changed policies and on policies replacing policies terminated (whether issued before or after the termination) where the same insured or life insured is involved.
- b) If the Company returns a premium or a part thereof to the Insured, the Broker will waive all right to any commission thereon and will repay to the Company any commission received on that premium or part thereof. If the company waives a fee or surrender charge for a policy, a commensurate commission adjustment may be applicable.
- No commission is payable on any premium waived under the terms of any policy, nor on interim Term premiums.
- d) Where an extra premium is charged by reason of Occupation, Medical Impairment, Residence, Aviation, or any other special hazard, commission will be payable on the full extra premium at the same rates as for commission on the full annual premium.
- First year and renewals commissions and service fees are not payable on premiums that are pre-paid for future renewal year premium payments. Where applicable, renewal commissions will be paid on premiums as they are allocated to each policy year.
- First year commission is not paid for the Member Term Rider and the Secondary Guarantee Rider.

#### 3. Annualization

The Company may, at its option, pay first year annualized commissions on the following basis:

a) When a policy is put in effect on the records of the Company and the first premium has been paid, the Company will calculate the first year commission according to Section 1a) assuming the full annual premium for the first policy year has been paid, and pay such commission to the Broker provided that total annualized commissions on all policies on the same life do not exceed \$5,000.

- b) In the event that any policy goes out of effect, according to the records of the Company, before the full 24-months premium for the policy has been paid, the Broker will refund immediately to the Company the first year commission according to the chargeback schedule in Section 5 arising from such part of the first full 24-months premium as has not been paid. Immediate non-repayment of an outstanding commission amount is a debt to the Company and is subject to the debt recovery procedures as stated in the Compensation Manual.
- c) In the event of the termination of your Broker Agreement, any excess of the annualized first year commissions paid under this Section over the total amount of the first year commissions which would have been paid as earned under Section 1a) will immediately become payable by the Broker to the Company. Immediate non-repayment of any outstanding commission amount is a debt to the Company and is subject to the debt recovery procedures as outlined in the Compensation Manual.
- d) The Company may decline to annualize commissions for a particular policy or policies, and may at any time discontinue in whole or part the practice of annualizing commissions.

#### 4. Renewal and Service Fees

- a) The Company will, subject to the conditions set out below, pay to the writing Broker for each in-force contractual life insurance type of policy sold by the writing Broker renewal and service fees as shown in the Commission Schedule.
- The payment of Service Fees is contingent upon the Broker meeting the service requirements of the Company as established from time to time.
- Renewal commissions and Service fees are vested, subject to the conditions as outlined in your Broker Agreement.

#### 5. Chargeback Schedule

	Chargeback Percentage		Chargeback Percentage
Months Premium Paid	of first year commission	Months Premium Paid	of first year commission
1	100	13	55
2	100	14	50
3	100	15	45
4	100	16	40
5	95	17	35
6	90	18	30
7	85	19	25
8	80	20	20
9	75	21	15
10	70	22	10
11	65	23	5
12	60	24	0

Term insurance conversion privilege: If the conversion privilege is exercised in the first 24 months, the compensation for the term policy is charged back as above and full commission is paid for the new policy.

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#### Schedule B - IFSG Compensation Schedule

# 2025 IFSG Compensation Plan

- 1. Company Leads
- 1.1 Company leads are compensated at FYC as per Forester's compensation Schedule A.
- 1.2 Company leads do count towards your monthly bonus.
- 2. Plus Leads
- 2.1 Plus leads are compensated at FYC as per Schedule A. (Plus Leads refer to any referrals or business you write as a result of obtaining leads from an existing policy).
- 2.2 Advisor position bonuses are paid in addition to 2.1
- 3. FYC and bonuses are paid by the MGA.
- 4. Compensation for Managing Agent (MA), and Vendor Agent (VA).
- 4.1 MA, and VA are unlicensed marketing agents.
- 4.2 MA and VA are compensated at 10% on written referrals.

## 5. Monthly Bonus Structure

- 5.1 MA bonus is 10% of the policy FYC.
- 5.2 After 3 policies written in a month, MA's get paid an added 3% bonus for a total of 13% bonus on the total FYC.

For example, if the policy is a \$1,000 FYC.

1 policy = \$100

3 policies = \$300 + (3%) (\$3,000) = \$390

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# 6. Agent

Agents are paid as per Schedule A.

# 7. Senior Agent (SA)

- 7.1 Compensation for SA: FYC + 15% bonus on FYC
- 7.2 To qualify as a Senior Agent, an Agent must write 5 policies a month or an equivalent of 60 policies per year. This must be maintained year-after-year. See Senior Agent agreement.

## 8. Manager

- 8.1 Compensation for Manager: FYC + 30% bonus
- 8.2 To qualify as a Manager, the Agent must produce 3 senior agents (override is 20%). See Manager Agreement.

# 9. IFSG agent Monthly Bonus Structure

- 9.1 Bonus is applied after the 3-month premium is paid on a policy.
- 9.2 Bonus is only paid out to agents with a compliance score of over 80%, and persistency score of 85%.

#### 9.3 Bonus Structure

Policies can be a combination of Plus Leads and Agent leads, but the bonus will be paid out only on Agent leads.

For 10 or more policies written = 5% additional bonus on FYC (Agent leads.)

For 25 or more policies written = 7.5% additional bonus on FYC.

For 50 or more written = 10% additional bonus on FYC.

or



For \$10,000 or more premium = 5% additional bonus on FYC.

\$25,000 premium = 7.5% additional bonus on FYC.

\$50,000 premium = 10% additional bonus on FYC.

# 10. Payment Schedule - - Agent, Senior Agent, Manager

## 10.1 FYC Payment Schedule

- a. Upon activation of the policy and Foresters releases the payment to MGA, 100% of the compensation will be paid to the Agent.
- 10.2 Bonus Payment Schedule

Applicable bonuses will be added to the FYC Payment Schedule (10.1)

Schedule C - Agency Fee and Reimbursement

**Financial Advisor Contract - Reimbursement Policy** 

As part of the onboarding process and ongoing engagement for Financial Advisors at IFSG, the following reimbursement policies apply:

## 1. IFSE Course Enrollment Fee

If the applicant is not currently licensed, they are required to enroll in the appropriate IFSE course for licensing. The enrollment fee for this course is \$140 plus GST. This fee must be paid directly to the IFSE course provider via their website ([www.ifse.ca](https://www.ifse.ca)).

# 2. IFSG Systems Subscription/Administrative Fee

New Financial Advisors are required to pay a \$150 fee to IFSG for personal website subscription and IFSG email subscription.

#### 3. Reimbursement Criteria for Initial Year

3.1 Education and subscription fees will be reimbursed to the Financial Advisor once they successfully close a total of \$1,000 in annual policy premiums (cumulative). This reimbursement is a one-time incentive aimed at supporting new advisors in reaching their first policy milestones.

## 4. MGA Contract Renewal Fee

Each year, Financial Advisors will be required to pay a yearly MGA contract renewal fee of \$150 4.1 This fee will **be reimbursed in FULL** if the Financial Advisor successfully writes a total of

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\$3,000 in annual policy premiums for the year in which the contract is renewed.

4.3 The reimbursement serves as an incentive to encourage continued productivity and support for the Financial Advisor's growth and success.

#### **5. Additional Expense Reimbursement**

- 5.1 IFSG may reimburse other advisor-related expenses (such as marketing, licensing fees, Errors and Omissions (E&O) insurance, travel, or professional development) if the Financial Advisor successfully meets or exceeds \$8,500 in annual policy premiums for each contracted year.
- 5.2 Policies must meet a minimum of 80% persistency, or a maximum chargeback of 20%, to qualify for this reimbursement.
- 5.3 This reimbursement includes key expenses such as licensing fees and Errors and Omissions (E&O) insurance coverage, designed to support advisors in maintaining their professional credentials.
- 5.4 The reimbursement of these additional expenses is discretionary and aimed at rewarding advisors for achieving higher performance while maintaining high-quality service to clients.

By adhering to this reimbursement structure, IFSG aims to invest in the development, productivity, and long-term success of Financial Advisors while ensuring access to essential systems, resources, and administrative support.

I understand and agree with Schedules A,B, and C.

NAME:		
SIGNATURE:		
DATE SIGNED:		

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# **IFSG Contract Requirements**

Please provide the following information and documents. Contact office@ifsg-ca.com if you need assistance, or book a virtual meeting here: <a href="IFSG Consultation">IFSG Consultation</a>

In your IFSG Shared Drive (which will be emailed to you), please submit the following documents to office@ifsg-ca.com

- 1. Completed Foresters Agent/Broker Agreement Form
- 2. Copy of Driver's License (Front and Back)
- 3. VoidCheck
- 4. Errors and Ommissions Policy
- 5. Provincial License Letter or Confirmation
- 6. Professional Business Photo (High-Quality)
- 7. Updated Resume

-mergency Contact Name:
Phone:
Relationship with the contact:

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