

ASSOCIATE AGENT'S AGREEMENT

This Agreement made as of the ___ day of _____, 200__

BETWEEN

ASSOCIATED GROUP MARKETING SERVICES INC.
(hereinafter called the "Marketing Manager")

-and-

(hereinafter called the "Associate Agent")

This agreement witnesseth that in consideration of the sum of \$1.00 now paid by each of the parties to the other, the receipt and sufficiency of which is acknowledged, and in consideration of the mutual covenants herein contained the parties hereto covenant and agree as follows:

1. The Associate Agent is hereby authorized to solicit and submit acceptable sales through Associated Group Marketing Services Inc.'s group employee benefit programs. Having been appointed as Associate Agent, you agree to perform such other duties as may be reasonably required of the Associate Agent in connection with his/her representation as an Associate Agent of the Marketing Manager, including service calls to maintain in force business.

You will be free to exercise your own judgement as to the time and manner of performing the services by this Agreement. You are an independent contractor and nothing contained in this Agreement will be construed as creating the relationship of employee and employer between the Associate Agent and the Marketing Manager.

The Associate Agent will be responsible for maintaining records and to hold the Marketing Manager harmless from all expenses, costs, causes of action and/or damages resulting from or arising out of any unauthorized act by you or your employees.

The Associate Agent will not guarantee any of the Marketing Manager's rates unless they are guaranteed in a policy or contract nor will he/she incur any debt or liability for or against the Marketing Manager.

Unless otherwise agreed to in writing, it is mutually agreed that the Associate Agent will be entitled to receive compensation from the Marketing Manager, only upon payments having been received and retained by him and for the amounts as outlined in the attached addendum A. Charge backs in commission shall occur if the Marketing Manager incurs a charge back on the Associate Agent's business. The amount of charge back will be the amount charged back to the Marketing Manager on behalf of the business of the Associate Agent.

The Marketing Manager may advance amounts in anticipation of any compensation to which the Associate Agent may become entitled, but if the amount of the advance exceeds the amount of compensation, the Associate Agent agrees to repay the Marketing Manager such excess, on demand.

2. Either the Associate Agent or the Marketing Manager can terminate this Agreement, without stating any cause, by mailing a notice of termination to the other at his/her or their last known address. The termination will be effective three days from the date of mailing or upon receipt, if earlier.

This Agreement will terminate automatically;

- (a) upon the death of the Associate Agent;
- (b) if the Associate Agent is a corporation, upon the dissolution of the corporation, or disqualification of the corporation to do business under applicable laws; or
- (c) upon the filing of a petition for bankruptcy, or upon the Associate Agent being adjudged a bankrupt, or by the Associate Agent executing a general assignment for the benefit of creditors.

On termination of the Associate Agent's Agreement, the Associate Agent will cease to be entitled to the commissions and bonuses provided by this Agreement.

3. The Marketing Manager's forbearance or failure to exercise their rights under this Agreement or insist upon the strict compliance of the Associate Agent with this Agreement will neither constitute a waiver of their rights under this Agreement nor release the Associate Agent from his/her obligations under this Agreement.
4. The Associate Agent may not assign or transfer this Agreement, or any benefits which accrue under this Agreement, to anyone.
5. This Agreement, including the attached addendum A, and any supplements, or amendments, represents the entire Agreement between the Associate Agent and the Marketing Manager. The Marketing Manager will not be bound by any promise, agreement, understanding or representation unless; it is made in this Agreement or in a written document signed by the Marketing Manager which is meant to amend, alter or add to this Agreement.
6. If the Associate Agent is a corporation, the individual party(ies) jointly and severally guarantee(s) payment to the Marketing Manager of the liabilities of the Associate Agent.
7. This Agreement is an Ontario contract and will be construed in accordance with the laws of Ontario.

Effective Date of Agreement:

Executed this ___ day of _____, 200__

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|--|-------|------------------------------|-------|
| _____ | _____ | _____ | _____ |
| Witness to Associate Agent's Signature | Date | Signature of Associate Agent | Date |

| | | | |
|--|-------|--------------------------------|-------|
| _____ | _____ | _____ | _____ |
| Witness to Marketing Manager's Signature | Date | Signature of Marketing Manager | Date |