



Service Schedule

Insurance Products (Canada)

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS INSURANCE PRODUCT (CANADA) SERVICE SCHEDULE YOU AGREE TO THE TERMS OF THIS SERVICE SCHEDULE, AS IT MAY CHANGE FROM TIME TO TIME BY UPDATES TO [HTTPS://LEAGUE.COM/WP-CONTENT/UPLOADS/2018/10/CAN-SS-INSURANCE-PRODUCTS.PDF](https://league.com/wp-content/uploads/2018/10/can-ss-insurance-products.pdf) THIS INSURANCE PRODUCT (CANADA) SERVICE SCHEDULE GOVERNS YOUR USE OF THE SERVICES SET OUT HEREIN.

This Insurance Product (Canada) Service Schedule was last updated on October 19, 2018. It is effective between You and Us as of the date of You accepting the Agreement and Additional Agreements by signing the Order Form. Terms not defined in this Insurance Product (Canada) Service Schedule shall have the meaning set forth in the MSA.

1. Definitions.

“**Application**” has the meaning set forth in Section 7.1(a).

“**Agent of Record**” as defined in section 2.1

“**Commission Rate**” means the amount specified adjacent to the heading “*Commission*”, under the heading “*Insurance Product Terms*” in the Order Form, on a blended basis.

“**Effective Date**” means the date specified adjacent to the heading “*Effective Date*”, under the heading “*Insurance Broker*” in the Order Form.

“**Existing Plan**” has the meaning set forth in Section 3.2.

“**New Plan**” has the meaning set forth in Section 3.2.

“**Policy Agreement**” means an agreement between You and the Insurer, as may be replaced by a new agreement between You and an Insurer, as amended or renewed from time to time.

“**Premiums**” shall be the premiums, commissions and other fees due to Us and the Insurer in connection with the Program as provided in the Policy Agreement. The Premiums shall be considered “*Expenses*” for the purposes of the MSA.

“**Program**” has the meaning set forth in Section 3.2.

“**Insurers**” means one or more insurance companies that provide health, dental, disability critical illness, life and/or other insurance products to You or Your Employees in connection with the Program pursuant to one or more Policy Agreements.

“**Insurer Quotation Process**” has the meaning set forth in Section 3.3.

“**Term**” has the meaning set forth in Section 4.

2. Agent of Record.

- 2.1. You shall promptly, and no later than one week after the Effective Date, appoint League Insurance Agency Inc. as Your agent of record ("**Agent of Record**") with respect to each applicable Insurer(s) selected in connection with the Program in each applicable province or territory by executing and delivering the relevant form provided to You by Us.

3. Insurance Quotations

- 3.1. You shall promptly, and no later than one week after the Effective Date appoint League Insurance Agency Inc. as Your Agent of Record by executing and delivering the relevant form provided to You by Us.
- 3.2. You may already have entered into a Policy Agreement through which you provide a group insurance program to Your Employees ("**Existing Plan**"), or alternatively You intend to establish a new group insurance program for Your Employees ("**New Plan**", together with the "**Existing Plan**" a "**Program**").
- 3.3. If You intend to establish a New Plan:
 - (a) We shall use Our best commercial efforts to provide you with quotations from various insurers that meet your plan requirements ("**Insurer Quotation Process**").
 - (b) Thereafter if you would like to procure insurance from an insurer presented in the Insurer Quotation Process, you shall submit an Application and if approved you may enter into a Policy Agreement with such insurer.
- 3.4. If You have an Existing Plan, we shall not engage in the Insurer Quotation Process, until you request that we do so.
- 3.5. We will not be required to engage in an Insurer Quotation Process within one year of a previous Insurer Quotation Process, unless we otherwise agree to do so or you are unsatisfied with the Insurer Quotation Process, acting reasonably.

4. Term and Termination.

- 4.1. This Service Schedule is effective on the Effective Date and shall continue for the Term of the Agreement (the "**Service Schedule Term**"). If this Service Schedule is terminated by You for any other reason besides a *bonafide* termination under Section 7.2 of the Agreement, or if You remove, revoke or replace our Agent of Record appointment, You shall immediately pay Us an amount equal to fifty percent (50%) of the amount of the commission that We or Our affiliates expected to receive for Our role as a Agent of Record for the remainder of the Service Schedule Term. This Service Schedule can be terminated by Us, immediately by providing You with written notice, if You breach any of your obligations in the Agreement or Agreement Documents or if We are no longer Your Agent of Record. The sections herein titled "*Fees and Expenses*", "*Benefits Services*", "*Term and Termination*" and "*Disclaimer*" will survive any termination or expiration of this Service Schedule and the Agreement.

5. Fees and Expenses.

- 5.1. The applicable Policy Agreement shall set forth the Premiums you are responsible to pay.
- 5.2. The Premiums shall include the commissions payable to Us by the Insurer.

- (a) For Existing Plans the commission shall be as determined by the Policy Agreement.
- (b) For New Plans the commission shall be the Commission Rate.

5.3. The Premiums and applicable Taxes shall be billed in accordance with the invoicing provisions in the MSA.

5.4. The Premiums will not change unless the Insurer changes its premiums as it is entitled to do so in the Policy Agreement, and such changes, including any corresponding adjustment to Our commission will be reflected in the Premiums invoiced to You.

5.5. Under no circumstances will We be responsible for any Premiums, and You will indemnify Us for any unpaid Premiums by You.

6. Services.

6.1. We will be responsible to provide You with the following services, together with the Insurance Quotation Process, the **"Services"**:

- (a) Assist in the plan design with respect to a Program;
- (b) Provide access to technology to allow You to set up and manage the Program for Your Employees;
- (c) Provide You with the ability to adjust the level of benefits in accordance with the Policy Agreement;
- (d) Provide You or the Employee with a digital identification card for each Employee based on information provided by the Insurer (such as plan/policy number or member ID number);
- (e) Provide such other support as necessary to facilitate Your and Your Employee's communication with the Insurer regarding claims and the adjudication of claims under the Program;
- (f) Provide You with standard reporting on overall usage of the Program without identifying individual Employee usage; and
- (g) Support You and Your Employees in the navigation of the League Platform.

7. Your Obligations.

7.1. Your responsibilities include the following:

- (a) With respect to a New Plan, accurately and promptly fill out the applicable application form (the **"Application"**);
- (b) Register and create an online employer account with Us and keep the information in the account current;
- (c) Use the League Platform to send invitations to Your employees to join the League Platform as a member;
- (d) Use the League Platform to administer the Program for Your Employees and keep the information on the League Platform current, specifically: (i) Add Employees who become eligible to participate in the Program; (ii) remove Employees who are no longer eligible to participate in the Program; and (iii) comply with any of Your obligations under the Policy Agreement and the Application.

8. Disclaimer.

- 8.1. You acknowledge that this Service Schedule does not constitute an acceptance of the Application, and that the Insurer is entitled to accept or reject the Application in its sole discretion.
- 8.2. We will not be responsible for the accuracy of the information provided by You to the Insurer in the Application or otherwise.
- 8.3. You acknowledge that you understand that you have no obligation to select any insurer presented to you in the Insurer Quotation Process, not enter into a Policy Agreement with such insurer.