

## **ENGAGEMENT AGREEMENT FOR INSURANCE AND ESTATE PLANNING ADVICE**

**Advisor:** Brent C. van Ryzewyk, CFP, CLU, CH.F.C., CHS, CEA.

**Address:** 2800 Skymark Ave., Suite 500,

**City:** Mississauga **Province:** Ontario **Postal Code:** L4W 5A6

The advisor is an independent advisor and will at all times be guided by the client's needs and the best interests of the client.

The advisor is a member of Advocis, the Financial Advisors Association of Canada, which is the largest voluntary association for financial advisors in the country. The advisor is governed by the Advocis Code of Conduct and by the laws and requirements of the Province of Ontario.

1. **Parties to this Agreement:** The advisor offers his/her services to the above-named client to act as his/her advisor, and to provide financial advice within the scope identified upon reviewing the client's financial affairs.
2. **Overview of Engagement:** Under the terms of this engagement, the advisor will provide advice in the areas outlined below.
  - ☐ **Needs in the Event of Death Strategy** – Support the client's situation in the event of death and facilitate the insurance solution through an online medium, or Association referral where, through my agency, I am the licensed representative.
  - ☐ **Needs in the Event of Critical Illness Strategy** – Support the client's situation in the event of death and facilitate the insurance solution through an online medium, or Association referral where, through my agency, I am the licensed representative.

The client understands that the calculations, illustrations, advice, and recommendations provided will be based on the information submitted by the client and on assumptions, which are in accordance with the products and solutions offered through an online medium. The client understands that these will be illustrative only and that actual results will vary depending on a number of factors and future events.

- 1 **Terms of Continuous Service:** Financial and Estate planning is an ongoing process, and after completion of the work covered by this agreement, will require implementation, ongoing monitoring, and review. The client provides authorization for the advisor to contact the client by phone call, mail and the email address provided and will update the advisor on changes to contact information. The client understands that in order to achieve his/her personal goals and objectives, it is important that the advice and recommendations be implemented and maintained. Failure to do so could result in the client not being able to achieve the stated goals and objectives.

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- 2 Responsibilities:** The success of the advisor-client relationship will be dependent upon each party fulfilling his/her responsibilities and being accountable to one another. The following defines these aspects of the relationship.

**The Client's responsibilities are to:**

- Provide the initial information required as accurately and completely as possible in order for the advisor to complete the work identified under the terms of this agreement.
- Keep the advisor apprised of any relevant information concerning the client's personal financial affairs, health and lifestyle that may have an impact on the client's situation or future insurability.
- Make decisions and act on advice rendered, or seek alternative advice from the advisor that will enable the client to achieve the client's objectives.

**The Advisor's responsibilities are to:**

- Advise the client when information is required to complete the work identified under the terms of this agreement and what information is required to maintain the ongoing planning activities.
- Review the client's financial affairs periodically and provide professional advice in the areas covered by this agreement.
- At all times exercise reasonable professional judgment and act in the client's best interests.
- Provide proactive co-ordination of services for implementation of the financial or estate plan.

- 3 Implementation Process and Disclosure:** During the term of this agreement, the advisor will provide services to co-ordinate the implementation of the action plan. In implementing any action plan steps, at the client's discretion the client may acquire insurance products and investments through the advisor as permitted by the advisor's licence. In such transactions, the existence of any commissions, brokerage fees, or placement compensation received, if any, will be fully disclosed.
- 4 Termination and Variation:** Either the client or advisor may terminate this agreement at any time by giving at least one month's written notice by ordinary mail to the other party at his/her last known mailing address. Termination will not relieve the client of any outstanding obligations or agreed upon fees payable until paid in full.
- 5 Engagements for Additional Services:** This agreement covers the specific services as outlined under the "Overview of Engagement." At any time the client may engage the advisor for additional services, the terms of which will be defined in a separate agreement for these additional services.
- 6 Third-party Professionals:** During the process of providing financial advice it may, from time to time, be prudent to consult with other third-party professionals such as, yet not limited to, a lawyer or accountant. In the event that such a consultation is beneficial, the client will be advised and requested to approve the consultation. At that time, the client will confirm that he/she is responsible for any professional fees incurred. No such consultations will take place without the client's express consent. Where a referral fee or other compensation is paid to a third party the client shall be advised of the payment by the advisor prior to the completion of any transactions.
- 7 Confidentiality:** During the course of the relationship, it will be necessary for the client to provide a variety of personal financial, health and lifestyle information. The quality of the work undertaken on behalf of the client requires this personal information be accurate and complete. The advisor commits that all information will be held in strictest confidence and that no information will be divulged about the client's personal situation to any outside organization or government agency without the client's prior consent, unless as may be required by law. It is required that I convey your personal information to the insurers through service organizations known as Managing General Agencies (MGAs), which are contracted to provide administrative services to them. With your consent, I may also share this information with others to obtain help in areas outside of my areas of expertise. I am required to retain much of the information I collect for regulatory reasons including demonstrating that the recommendations I make are suitable and have addressed your identified needs. It is further understood that due to the Personal Information Protection and

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Electronic Documents Act (PIPEDA), the client directly authorizes the advisor to maintain information of a personal and private nature that could reasonably be considered pertinent or necessary in the provision of financial and estate planning advice until requested by the client in writing to destroy such information.

**Disclosure:**

- 8 Conflict of Interest:** During the advisor-client relationship there may be occasions where a conflict of interest may occur. The advisor commits to disclosing any such conflicts if and when they occur, whether they are actual or perceived conflicts of interest. At the time of signing this Agreement the advisor notifies the client that the following conflicts may exist or may be perceived to exist:
- Brent van Ryzewyk has no conflicts of interest to disclose.
- 9 The advisor represents the following insurers at this time:**  
Assumption Life, Blue Cross, BMO Life, Canada Life, Canada Protection Plan, Desjardins, Empire, Equitable, Foresters, Humania, Industrial Alliance, ivari, Manulife, RBC Insurance, SSQ Life/ Beneva, Sun Life and UV Insurance  
offering: Life insurance including Whole Life, Term Life, Universal Life; Living Benefits including Critical Illness Insurance, Disability, Long Term Care, Accident and Sickness; Investment products including Segregated Funds.
- 10** No insurance company holds an ownership interest in the advisor's business.

**Licensing and Acknowledgements:**

The client acknowledges that the advisor has disclosed the following material facts.

- 11 Insurance Licensing** – The advisor is licensed by the Financial Services Regulatory Authority of Ontario and the Alberta Insurance Council for the sale of life, disability, and related insurance products. This licensing also covers the sale of segregated funds.
- 12 Business Names** – The Engagement provided for the advisor Brent van Ryzewyk, holding out a sole proprietor licensed by the Financial Services Regulatory Authority of Ontario, and the Alberta Insurance Council for the sale of life, disability, and related insurance products.
- 13 Professional Memberships** – The advisor is currently licensed by the Financial Planners Standards Council of Canada to use the Certified Financial Planner designation, and is currently a member in good standing of The Financial Advisors Association of Canada (Advocis), the Conference for Advanced Life Underwriting (CALU), the Chartered Life Underwriter of Canada, and the Canadian Institute of Certified Executor Advisors (CICEA).
- 14 Professional Liability Insurance** – The advisor maintains professional liability insurance coverage through the Advocis Protective Association E&O Plan.
- 15 Client Redress:** If, at any time during the professional relationship, the client has any complaints or disputes that cannot be resolved directly with the advisor, the client understands that there are a number of options for issues to be heard and the client to seek resolution. The advisor agrees to make the client aware of what the complaint process is and whom to contact.

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## 16 Advisor Compensation

**Advisor Compensation Disclosure (Commission Only):** The advisor is compensated through commissions, placement or referral fees. The advisor may also be eligible for compensation such as non-monetary benefits, further education and conference incentives. These revenues will be received as a result of the placement of insurance, and other financial products as derived from the implementation of the financial or estate plan.

**Agreements are particularly critical in relationships as sensitive and potentially intimate as those involving personal financial affairs. Accordingly, it is necessary and appropriate for both the advisor and the client to clearly understand the nature of their mutual commitments. That is the purpose of this agreement.**

*The client has reviewed the preceding provisions, understands the nature of this agreement, and agrees to its terms for proceeding with any online or other non-face-to-face transactions.*