

3 EASY STEPS TO GET APPOINTED WITH FORESTERS!

STEP 1 COMPLETE THE APPLICATION FOR CONTRACT AND APPOINTMENT

- Complete this easy-to-follow application that contains both the Personal Disclosure information and the Consent Form for a consumer report. Part II of the application is to be completed by your NMO/IMO authorized personnel
- Provide complete details of any **resident** and **non-resident** licenses on the Application for Contract and Appointment form for the states you intend to do business with Foresters. If you do business in Connecticut, New Mexico or Massachusetts, you'll also need a fraternal license. Check out the Fraternal License Process document for complete details.
- Please ensure the name in which all compensation is to be paid is *properly licensed*, or, in the case of overrides only, is covered by the states listed in the Override Commission Notice.

STEP 2 PRINT, SIGN and PHOTOCOPY APPOINTMENT REQUIREMENTS

- Print and complete the four page Application for Contract and Appointment with Foresters.
- Do not complete Part II of the Application for Contract and Appointment with Foresters. This is to be completed by your NMO/IMO.
- Print and sign the W9 – Request for Taxpayer Identification number and Certification.
- Print and sign one copy of the Foresters GA or Producer Agreement.
- Do not fill in the effective date of agreement. This will be completed by Foresters as it will be the date you are appointed by Foresters. A copy will be returned to you, once it is counter-signed by Foresters officials.
- Include the Foresters Commission Schedule after discussion with your NMO/IMO.
- Provide a photocopy of your E&O certificate, if not covered by AON's Foresters group plan, confirming that you have current coverage of a minimum of \$1 million for each claim and \$1 million claims aggregate for each policy period.
- Include a voided check. All producers will be paid weekly on Tuesdays by direct deposit.

STEP 3 FORWARD APPOINTMENT REQUIREMENTS FROM STEP 2 TO YOUR RECRUITER

The full contracting & appointment process must be completed prior to or upon your first sale, or **in advance** of your first sale in any of the following states.

Alabama	Hawaii	Louisiana	Oklahoma	West Virginia
Arkansas	Illinois	Mississippi	Oregon	Wyoming
Colorado	Indiana	Montana	Rhode Island	
Delaware	Kansas	New Hampshire	South Dakota	
Georgia	Kentucky	New Mexico	Washington	

You will receive an email notification when your application is received and when your appointment has been approved.

Questions? Contact a Contract Administrator in Contracting and Compensation Services at 1 866 466 7166.

Application for Contract and Appointment with Foresters

1. General Information

Producer General Agent Sole proprietorship Partnership Corporation
 Are you the owner of the corporation? Yes No If yes, what percentage share do you own? _____
 Licensed Corporate Name, if applicable _____

Gender	Title	First Name	Middle Name
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss	_____	_____
Surname	Maiden Name (or other name used)		
_____	_____		

Social Security Number _____ Birthdate (mm/dd/yyyy) _____
 Marital Status _____ Spouse's Name _____

2. Business Address (Please note, P.O. Boxes are not acceptable.)

Address _____ Suite # _____ City _____
 State _____ Zip Code _____ Phone () _____
 Fax () _____ Cell () _____
 Email Address _____

3. Home Addresses over last 5 years (Please note, P.O. Boxes are not acceptable.)

Current Address _____ Apt # _____ City _____
 State _____ Zip Code _____ Phone () _____
 How long at present address? _____ How long at previous address? _____
 Previous Address _____ Apt # _____ City _____
 State _____ Zip Code _____

4. Banking Information (Include a voided sample check with paperwork)

Account Holder Name _____ Bank Routing Number _____
 Account Type Checking Savings Account Number _____

5. License Information (Include information for all states in which you hold a valid license) (Use section 8. if more space is required.)

State	Effective Date	Class of Business*	Expiry Date	License Type	License Number
_____	_____	_____	_____	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	_____
_____	_____	_____	_____	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	_____
_____	_____	_____	_____	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	_____
_____	_____	_____	_____	<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	_____

For Florida Non-Resident please indicate applicable counties: _____

*Life, Life & Health, Life & Annuity, Life, Annuity & Health, Fraternal

NOTE: A fraternal license is required to write business in Connecticut, Massachusetts and New Mexico.

6. Errors and Omissions Coverage

Do you have errors and omissions (E&O) coverage? Yes (If yes, attach proof of current coverage and provide complete details)
 No (If no, have you applied for Foresters' E&O Group coverage, Yes No)

Coverage Amount Effective Date Expiry Date Carrier Name Policy Number Certificate Number

If no, E&O coverage is mandatory and must be in the amount of \$1 million. Foresters' sponsored group E&O coverage is available to all producers contracted with Foresters. For details and access to AON's easy on-line enrollment, please go to AON Affinity's website at www.foresters.agents-eo.com or email Info@Agents-eo.com or call Affinity Services at 1-800-621-0711.

Has any policy or application for E&O insurance on your behalf ever been declined, cancelled or renewal refused, or have you ever made a claim against any such policy? Yes No (If yes, provide complete details in Additional Information Section below.)

7. Personal Disclosure Profile

a. List other business or personal names used in the financial services sector in the last 5 years.

(Corporation, business style, trade name or partnership)

b. Driver's License Number _____ Issuing State _____

c. Are you legally entitled to work the US?..... Yes No

d. I consent to having my production results disclosed on the ezbiz Leaderboard..... Yes No

If you answer "yes" to any of the following questions, provide details in Additional Information Section below. Such disclosures are requested in connection with your anticipated sale of insurance products.

e. Have you ever been employed by and/or submitted business to Foresters?..... Yes No
If yes, indicate the name through which this business was submitted. _____

f. Have you ever been charged with, convicted of, or pled guilty or no contest to a felony or misdemeanor or are any such proceedings pending?..... Yes No

g. Have you ever had an insurance license denied, suspended, or revoked by a state insurance department or been the subject of any disciplinary or administrative action, or fined or penalized or are any such proceedings pending?..... Yes No

h. Have you ever had any interruptions in licensing? Yes No

i. Do you have an outstanding debit balance with any insurance company?..... Yes No

j. Have you ever filed for bankruptcy?..... Yes No
If yes, is the bankruptcy active or pending?..... Yes No
If no, in what year was the bankruptcy discharged? _____

8. Additional Information From Previous Sections (Indicate the question number you are responding to.)

9. Declarations

I expressly hereby declare that the information I have provided in this Application for Contract / Appointment is complete and accurate in every respect, as of the date of signing.

I swear or affirm that I have read and understand the items and instructions on this document and that my answers are true and complete to the best of my knowledge. I understand that I am subject to termination if I give false or misleading answers.

I agree that Foresters (hereinafter the "Company") can verify my background information using an independent source concerning my credit record, my business record, my record of criminal convictions, and any other information relevant to my application to and sales relationship with the Company.

I understand and agree that I must execute and deliver the enclosed consent and authorization to the Company.

I agree to notify and provide updated information to the Company within 10 business days, should there be any change in the information provided in their application form or in my ability to legally continue to sell life insurance and health insurance.

I understand that a false statement or material omission including a failure to provide updated information may disqualify me from consideration for a contract / appointment with the Company as a Producer or result in the subsequent termination for cause of my business relationship with the Company and may cause the Company to report me to an insurance regulator.

Date (mm/dd/yyyy)

Signature of Applicant

10. Notice, Consent and Authorizations

NOTICE AND CONSENT CONCERNING CONSUMER REPORTS FOR CONTRACT AND APPOINTMENT APPLICATION PURPOSES

I acknowledge and understand that The Independent Order of Foresters (Foresters), either may request, or has decided to request, consumer reports or investigative consumer reports in connection with my application for contract / appointment or during the course of my contract / appointment, if any, with Foresters. Any information contained in such reports may be taken into consideration in evaluating my suitability for contracting / appointment. Such reports, if obtained, will be prepared by a consumer-reporting agency and may contain information concerning my credit standing or worthiness, character, general reputation, personal characteristics, or mode of living. The types of reports that may be requested, include, but are not limited to, credit reports, Vector One searches to determine the presence of any unpaid, commission-related debit balances with any insurance company, criminal records checks, court records checks, and/or summaries of educational and employment records and histories.

The information contained in such reports may be obtained from public record sources or through personal interviews with my neighbors, friends, associates, current or former employers, or other personal acquaintances.

If Foresters requests an investigative consumer report, which would include personal interviews as described above, I understand that I will receive a second notice indicating that such a report has been requested no later than three days after the request is made to a consumer reporting agency. This additional notice, if issued, will advise me as to my further rights pertaining to investigative consumer reports.

If any adverse decision is made with regard to my application for contracting / appointment, if any, based entirely or in part on the information contained in a consumer report, I understand that I will be notified as to the basis of that decision and given a copy of the report, as well as a summary of my applicable rights. As well, in advising the insurance agency or National/Independent Marketing Organization (NMO/IMO) that recommended me for this application for contracting appointment, of the decision to decline my application for contracting/appointment, Foresters shall have the right to share with the insurance agency or NMO/IMO any information contained in the consumer report or investigative consumer report as it relates to that decision.

I understand my consent is required by law before Foresters may obtain a consumer report or investigative consumer report pertaining to my potential contracting / appointment or actual contracting / appointment, if any, with Foresters or for Foresters to share information contained in the consumer report or investigative consumer report with the insurance agency or NMO/IMO.

CONSENT STATEMENT

I have carefully read and understand this Notice and Consent form and, by my signature below, consent to the release of consumer or investigative consumer reports, as defined above, to The Independent Order of Foresters (Foresters) in conjunction with my application for contracting / appointment or in connection with any future decisions concerning my contracting / appointment with Foresters, if any. I also consent to the release of information contained in the consumer report or investigative consumer report, as defined above, by Foresters to the insurance agency or NMO/IMO that recommended me for this application for contracting appointment.

I further understand that this consent will apply during the course of my contracting / appointment with Foresters, should I obtain such contracting / appointment, and that such consent will remain in effect indefinitely until revoked in a written document signed by me. I further understand that any and all information contained in my contracting / appointment application or otherwise disclosed to Foresters by me may be utilized for the purpose of obtaining the consumer reports or investigative consumer reports requested by Foresters, and confirm that all such information is true and correct.

Date (mm/dd/yyyy)

Signature of Applicant

11. Direct Deposit Authorization

DIRECT DEPOSIT AUTHORIZATION

The payor, The Independent Order of Foresters, is hereby authorized to deposit on my behalf with the financial institution designated in section 4. Banking Information, credit payments due on account of commission earnings, and if necessary, to adjust or reverse a deposit for any commission payment entry made in error to my account.

Date (mm/dd/yyyy)

Signature of Applicant

12. a) Anti-Money Laundering Training

Have you taken AML training?

- Yes, I have taken AML training. Please complete 12. b) Certification of Anti-Money Laundering Training
- No, I have not completed the required AML training.
Foresters will be in touch with you by email following receipt of your appointment paperwork and will provide you with instructions to take the required AML training through LIMRA.

12. b) Certification of Anti-Money Laundering Training

CERTIFICATION of ANTI-MONEY LAUNDERING TRAINING

Pursuant to United States regulatory requirements for insurance producers to complete anti-money laundering (AML) training on an annual basis, I certify that I have completed the required AML training within the 12 months preceding the date of this certification.

Please provide details below:

(i) I have completed the required AML training through: (check as applicable)

- LIMRA
- Other (please provide details)

(ii) Approximate date of most recent completion of AML training:

Foresters reserves the right to verify the information outlined herein and to require you to immediately complete appropriate AML training if such training has in fact not been completed within the 12 months preceding the date of this certification.

Date (mm/dd/yyyy)

Signature of Applicant

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



THE INDEPENDENT ORDER OF FORESTERS General Agent Agreement

This General Agent Agreement ("Agreement") is made between The Independent Order of Foresters ("Foresters") and _____ (hereinafter referred to as "you" or "your" or "General Agent"), effective this _____ day of _____, 20_____.

1. PURPOSE

The Agreement allows Foresters to compensate you for the production of insurance business ("Certificates") issued by Foresters that are sold by you, and licensed personnel recruited by you or under your management, on behalf of Foresters through **MGA Marketing, LLC** (hereinafter referred to as "LPR").

2. APPOINTMENT AND AGREEMENT

Foresters hereby appoints you as a General Agent to solicit business on its behalf and you agree to represent Foresters as an independent contractor in accordance with the terms of this Agreement, all applicable Foresters internal policies, procedures and rules including, but not limited to, the presentation of the Foresters Story and member benefits therein, and the laws and regulations of the state(s) in which you operate. You agree to submit to such supervision as may be necessary to ensure compliance with these policies, procedures, rules, laws and regulations.

You shall not have exclusive rights of solicitation for any product issued by Foresters or for any geographic territory and you agree to obtain and maintain any state insurance license(s) necessary to solicit business on behalf of Foresters. You shall ensure that no individual shall offer or sell the Certificates on your behalf in any state other than the jurisdiction(s) in which the Certificates may be lawfully sold.

You are authorized to recruit licensed personnel on behalf of Foresters and to promote life insurance sales through such licensed personnel. Licensed personnel recruited by you for Foresters are subject to approval by Foresters and will be contracted by Foresters. For purposes of this Agreement, the term "licensed personnel" includes any individual, corporation or other entity contracted by Foresters on which you are eligible to receive a commission.

3. RELATIONSHIP

You are an independent contractor and nothing in this Agreement, or any other agreement between you and Foresters, shall be construed to create the relationship of employee and employer between you and Foresters or, if you are a corporation, between any officer, employee, licensed personnel or other associated person of yours. As an independent contractor, you are free to operate in the manner you deem appropriate, subject to the applicable laws and regulations. You are totally responsible for all business expenses you incur as an independent General Agent.

4. COMPENSATION

4.1 General

Foresters agrees to pay you first-year and renewal commissions, as well as override commissions and service fees if any are payable, ("compensation") on business sold by you ("Personal Production") and licensed personnel recruited by you or under your management, if any, in connection with Certificates issued by Foresters pursuant to applications secured by you or your licensed personnel and on premiums paid to Foresters. Such compensation will be paid in the amount and under the terms as provided by the applicable Commission Schedule then in effect pursuant to, and made a part of, this Agreement. The Commission Schedule states the required repayments of compensation ("chargebacks") for lapsed, terminated or surrendered Certificates. Any and all compensation charged back pursuant to this

Agreement and the Commission Schedule thereto shall be "Indebtedness" pursuant and subject to Section 11 of this Agreement.

It is understood and agreed that Foresters may change the Commission Schedule in any manner at any time without notice, in its sole discretion, or upon written notice by LPR to Foresters; however, any such change will only affect Certificates with an application signed date on and after the effective date of the change. You agree that LPR's notice of any change in the Commission Schedule is effective notice to you.

4.2 Payment of Compensation

Payment of compensation will be made weekly, subject to change upon written notice by Foresters. Compensation statements and production reports will be provided to you pursuant to Foresters policies and procedures in effect, which may be amended by Foresters from time to time in its sole discretion. You must object to any transactions shown on the commission statements and production reports within 60 days of receiving them or they will be deemed conclusive.

4.3 Vesting of Commissions

In the event of the termination of this Agreement other than for cause, Foresters agrees to pay you, or in the event of death your estate, all first-year and renewal commissions payable under this Agreement. If you are a corporation, commissions payable hereunder shall be paid to you, your successors or assigns. In any event, service fees, if payable, are not vested. Payments after your death will cease if the Certificate holder requests a new insurance agent.

In the event that this Agreement is terminated for cause, no further first-year or renewal commissions shall be payable, except for the payment of any commissions earned and accrued to date, but as yet unpaid.

5. LIMITATION OF AUTHORITY

You agree not to perform any acts on behalf of Foresters for which you are not authorized, such as:

- a. Accept risks, incur debt or liability or make contracts in the name of Foresters;
- b. Waive, alter, modify or change any Foresters Certificate, terms, rates or customary requirements;
- c. Endorse checks payable to Foresters;
- d. Deliver Certificates except in accordance with Foresters instructions and during the good health of the proposed insured;
- e. Accept premiums except for the limited exception of initial premiums in accordance with Foresters procedures, which in no circumstances would include the acceptance of premiums in cash;
- f. Adjust or settle any Certificate claim;
- g. Conduct any advertising whatsoever involving Foresters, its name or Certificates, without the prior written approval of Foresters; or,
- h. Notwithstanding item g. above, use Foresters trademarks, service marks, trade names, logos, or other commercial or product designations (collectively "Marks") for any purpose whatsoever without the prior written approval of Foresters. Nothing in this Agreement shall be construed as prior written approval for you to use Foresters Marks.

6. DUTIES

General Agent hereby agrees that its duties and responsibilities shall include, but not be limited to, the following:

- a. To submit all applications for Certificates directly to Foresters and to hold any monies collected on behalf of Foresters and remit them promptly to Foresters.
- b. To comply with all applicable laws of each state where such Certificates are marketed and with all of Foresters rules and procedures for the sale of Certificates, and to immediately report to Foresters any breach thereof by your licensed personnel.
- c. To not replace any existing Certificate unless the replacement is in compliance with all applicable laws and is in the best interests of the Foresters member, with full disclosure, of all relevant information, both positive and negative having been made to the member. The decision to replace a Certificate must be made by the member.

- d. To obtain written approval from an officer of Foresters prior to the publication of any written material whatsoever regarding Foresters or its Certificates, unless such material has been furnished to General Agent by Foresters for use.
- e. To provide reasonable access during normal business hours to any location, from which General Agent conducts its business and provides services to Foresters pursuant to this Agreement, to auditors designated in writing by Foresters for the purpose of performing audits for Foresters. Foresters shall give reasonable advance written notice of an audit and include in that notice the matters that it will audit. General Agent shall provide the auditors any assistance they may reasonably require. Such auditors shall have the right during normal business hours to audit any business record, activity, procedure, or operation of General Agent that is reasonably related to the business marketed under this Agreement, including the right to interview any personnel involved in providing or supporting such responsibilities.
- f. To comply with all applicable laws and regulations impacting the use and disclosure of private information, including, but not limited to Title V of the Gramm-Leach-Bliley Act ("GLB") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In respect thereof, the General Agent will:
 - i. not use or disclose nonpublic personal information, i.e. personally identifiable information including, but not limited to, financial or health information that is not publicly available ("Protected Information"), about individuals who seek to obtain Products and/or services through Foresters ("Consumers"), and/or members of Foresters, except as provided herein;
 - ii. treat Protected Information as confidential and access to Protected Information will be limited to officers, employees, agents and representatives of General Agent who need to use the information in connection with underwriting, claims administration or other servicing of Products and/or services for a particular Consumer or member;
 - iii. not use or disclose, or permit any of its officers, employees, agents or representatives to use or disclose, Protected Information except: (i) as necessary in underwriting, administering claims, or otherwise servicing the Consumer and/or member transactions requested or authorized by the Consumer and/or member; (ii) as otherwise in compliance with the Foresters privacy policy; or, (iii) as otherwise permitted under GLB and related federal and/or state regulations and legislation; and,
 - iv. establish appropriate procedures for safeguarding Protected Information within General Agent's control.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1 Definition of Confidential and Proprietary Information

You understand that, by virtue of your appointment under this Agreement, you will acquire and be exposed to Proprietary and Confidential Information of Foresters. "Proprietary and Confidential Information" includes all ideas, information and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of Foresters and its subsidiaries, their products and services (including all trade secrets), their personnel (including their officers, directors, employees, agents and contractors), their actual and prospective customers, clients, members and accounts and all others with whom Foresters and its subsidiaries do business, that you learn or acquire during your appointment with Foresters. Proprietary and Confidential Information includes, but is not limited to, books, accounts, manuals, documents, computer programs, software or other records, users manuals, compilations of technical, financial, legal or other data, compensation information for agents, lists, summaries or other compilations identifying clients, customers, members or accounts and/or prospective clients, customers, members, or accounts, actual or prospective client, customer, member and/or account contact information (including names, addresses and telephone numbers), information relating to premiums, rates, expiration or renewals dates and all other information pertaining to present or former members and accounts, business referral sources, devices, inventions, processes, business or marketing plans or strategies, rate structures, forecasts, financial information, works in progress, and other technical or business information. Proprietary and Confidential Information does not include basic information that is generally known and used within the insurance industry.

7.2 Restrictions on the Disclosure or Use of Confidential and Proprietary Information

All Confidential and Proprietary Information, whether provided to you by Foresters or by any member or prospective member, or from any other source, or prepared by you during your appointment, belongs to Foresters and remains at all times Foresters' property. You agree to hold in trust and confidence all Proprietary and Confidential Information during and after the period of your appointment with Foresters. You acknowledge and agree that such Confidential and Proprietary Information is unique, extremely valuable to Foresters and is developed and acquired through substantial investments of time, effort and financial and other resources. You shall not disclose any Proprietary and Confidential Information to anyone outside Foresters without the written approval of an authorized officer of Foresters or use any Proprietary and Confidential Information for any purpose other than for the benefit of Foresters as required by the terms of this Agreement unless allowed to do so in writing by an authorized officer of Foresters. At all times during your appointment under this Agreement, you shall comply with all of Foresters' policies or regulations relating to the protection and confidentiality of Proprietary and Confidential Information. Upon termination of this Agreement by either party for any reason, (a) you shall not use Proprietary and Confidential Information, or disclose Proprietary and Confidential Information to anyone, for any purpose, unless expressly requested or authorized to do so in writing by an authorized officer of Foresters, (b) you shall not retain or take with you any Proprietary and Confidential Information in a Tangible Form (defined below), and (c) you shall immediately deliver to Foresters any and all Proprietary and Confidential Information in a Tangible Form that you may then or thereafter hold or control, as well as all other property, equipment, documents or things that you were issued or otherwise received or obtained during your appointment under this Agreement. You shall not retain any copies in a Tangible Form of any Proprietary and Confidential Information. "Tangible Form" includes ideas, information or materials in written or graphic form, on a computer disc or other medium, or otherwise stored in or available through electronic, magnetic, videotape or other form. Upon written request from Foresters, you agree to certify in writing that you have complied fully and completely with this Section 7.

8. RESTRICTIVE COVENANTS

8.1 Non-Solicitation of Members

You acknowledge that, because of the nature of your services under this Agreement, your solicitation or servicing of certain members or accounts related to your service under this Agreement would necessarily involve the use or disclosure of Confidential and Proprietary Information, including trade secret information, and the proprietary relationships and goodwill of Foresters. Accordingly, during the term of this Agreement and for two (2) years following the termination of your appointment under this Agreement for any reason, you shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce, or otherwise interfere with, any person or entity then known to be a member or account of Foresters whose name or identity became known to you from Foresters and to whom you have sold, or for whom you were named Agent of Record or servicing representative by Foresters on, any product marketed or sold by Foresters, during the course of your association with Foresters in any capacity (a "Restricted Member"), to terminate his, her or its relationship with Foresters for any purpose, including the purpose of associating with or becoming a customer or client, whether or not exclusive, of you or any entity of which you are or become an officer, director, member, agent, employee or consultant, or otherwise solicit, induce, or attempt to solicit or induce, any Restricted Member to terminate his, her or its relationship with the Company for any other purpose or no purpose. The activity prohibited by this sub-section 8.1 includes, but is not limited to, attempting to induce any such member or account to withdraw values from products/services in force with Foresters for the purpose of entering into any non-Foresters transaction unless this activity is in the best interests of the member.

You agree that Foresters will have, at all times both during and after the termination of this Agreement, the right to communicate in any fashion with any of the persons insured under the Certificates issued hereunder for any purpose, including but not limited to: advertising Foresters' products, benefits and services; responding to inquiries; conservation of business; servicing the Certificates; and, adjusting claims.

8.2 Non-Solicitation of Personnel

During your appointment and for two (2) years thereafter, you shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce, or otherwise interfere with, any person known to you to be an employee of Foresters (a "Restricted Person") to terminate his or her employment with Foresters for the purpose of associating with any entity of which you are or become an officer, director, member, partner,

principal, agent, employee or consultant, or otherwise encourage any Restricted Person to terminate his or her employment with Foresters for any other purpose or no purpose.

Notwithstanding the above, both parties recognize the rights of each other through their agent hierarchies to all of their contracted agents, if any, provided that such contracted agents have written new business for Foresters during the six-month period, or such other period as specified in the Foresters agreement with your Supervising General Agent, immediately preceding a request to contract the agent to another organization. If agents contracted by a party's agent hierarchy have written new business for Foresters during the aforementioned period immediately preceding a request to contract the agents to another organization, no contract will be allowed without the prior written release by the current party's hierarchy organization.

9. RIGHTS AND REMEDIES.

9.1 Breach

If you breach, or threaten to commit a breach of, any of the provisions of Sections 7 and 8 of this Agreement, Foresters and its affiliates, successors or assigns shall have the following rights and remedies, each of which shall be independent of the others and severally enforceable, and each of which shall be in addition to, and not in lieu of, any other rights or remedies available to Foresters or its affiliates, successors or assigns at law or in equity under the Agreement or otherwise:

- a. The right and remedy to have each and every one of the covenants in this Agreement specifically enforced and the right and remedy to obtain injunctive relief, it being agreed that any breach or threatened breach of any of the covenants in this Agreement would cause irreparable injury to Foresters and its affiliates, successors or assigns and that money damages would not provide an adequate remedy to Foresters and its subsidiaries, affiliates, successors or assigns.
- b. The right and remedy to require you to account for and pay over to Foresters and its affiliates, successors or assigns all compensation, profits, monies, accruals, or other benefits derived or received by you and/or any other person that results from any transaction or activity constituting a breach of this Agreement.

9.2 Severability

You hereby acknowledge and agree that the restrictive covenants and agreements contained herein are reasonable and valid in geographic, temporal and subject matter scope and in all other respects and are necessary to protect Foresters' legitimate business interests, trade secrets and good will. If, however, any court or arbitrator subsequently determines that any of such covenants or agreements, or any part thereof, is invalid or unenforceable, the remainder of such covenants and agreements shall not thereby be affected and shall be given full effect without regard to the invalid portions.

9.3 Enforceability

If any court or arbitrator determines that any of the restrictive covenants and agreements, or any part thereof, is unenforceable because of the subject matter, duration or geographic scope of such provision, such court or arbitrator shall have the power to reduce the scope of such provision (but only to the extent necessary to make such provision enforceable), and, in its reduced form, such provision shall then be enforceable to the maximum extent permitted by applicable law.

9.4 Enforceability in Other Jurisdictions

You and Foresters intend to hereby confer jurisdiction to enforce each and every one of the covenants and agreements contained herein upon the courts of any jurisdiction within the geographic scope of such covenants and agreements. If the courts of any one or more of such jurisdictions hold any such covenant or agreement unenforceable by reason of the breadth of such scope or otherwise, it is the intention of you and Foresters that such determination shall not bar or in any way affect Foresters' or any of its affiliates', successors' or assigns' right to the relief provided herein in the courts of any other jurisdiction within the geographic scope of such covenants and agreements, as to breaches of such covenants and agreements in such other respective jurisdictions, such covenants and agreements as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants and agreements.

9.5 Notice to Future Employers/Principals

To facilitate Foresters' protection of its Confidential and Proprietary Information and to secure compliance with this Agreement, you hereby authorize Foresters to inform any new employers or principals of your duties and obligations under this Agreement.

9.6 Attorneys' Fees and Costs

In the event any action or arbitration is brought to enforce the restrictive covenants contained in Sections 7 or 8, the prevailing party in that action or proceeding shall be entitled to recover his, her or its attorneys' fees and costs including expert fees and costs.

10. TERMINATION

This Agreement may be terminated as follows:

- a. By you or by Foresters at any time, with or without cause, upon written notice by either party mailed to the other party at the last known address of such other party. Such termination shall be effective immediately upon mailing if said termination is for cause, or 30 days after mailing if said termination is without cause.
- b. Automatically upon your death or, if a corporation, upon dissolution of the company.

For purposes of this Agreement, "for cause" includes, but is not limited to your:

- i. material violation of any of the terms of this Agreement of any amendment or addendum made a part hereof;
- ii. neglect to report or pay to Foresters any premiums collected on its behalf;
- iii. material violation of any state or federal law or regulation or of Foresters new business solicitation and application rules;
- iv. attempt to induce or induce any employee, agent, or representative of Foresters to discontinue their association with Foresters;
- v. providing confidential information or materials including member information acquired from Foresters to any competitor or potential competitor; or,
- vi. having carried forward in your commission account with Foresters any Indebtedness owed by you, as determined in Section 11 of this Agreement, following a period of eight (8) consecutive weeks of no first year commissions paid, or to be paid as due, by Foresters to you or to any licensed personnel for which you are eligible to receive commissions from Foresters.

Termination of this Agreement shall automatically terminate any supplements, addenda, amendments or Schedules made a part of this Agreement.

11. INDEBTEDNESS

It is understood and agreed that you shall be responsible to Foresters for your Indebtedness to Foresters, as well as for the Indebtedness of your licensed personnel, if any, pursuant to Section 10 vi. of this Agreement, whether or not termination occurs. If at any time your commission account with Foresters is negative, the total negative account will be carried forward and commissions due to you from Foresters will be applied as follows in that order towards the Indebtedness until both a. and b. below are reduced to a zero balance:

- a. One hundred percent 100% of your total first year and renewal commissions to your personal production Indebtedness; and,
- b. Fifty percent 50% of your first year, renewal and any other commissions to your Indebtedness for any licensed personnel.

Foresters is hereby given first lien upon any amounts due you, your successors or assigns under this Agreement with Foresters as security for payment of any Indebtedness owed to Foresters by you or by

your licensed personnel, if any. Any such Indebtedness shall be considered a personal debt to Foresters, and Foresters shall have the right to withhold or deduct any Indebtedness due from you on or after termination thereof. Any Indebtedness owed, or becoming due, by you to Foresters under this Agreement on or after termination thereof shall become immediately due and payable in full to Foresters.

12. ERRORS AND OMISSIONS INSURANCE

You agree to obtain, and require all licensed personnel recruited by you who market or solicit the Certificates to obtain, and maintain errors and omissions insurance coverage providing for each policy period: minimum coverage of \$1,000,000 for each claim; \$1,000,000 claims aggregate; and, use best efforts to require the errors and omissions insurer to provide notice to Foresters if that coverage is terminated for any reason, including a lapse for non-payment of premium.

13. ARBITRATION

All disputes, controversies or differences between you and Foresters, its employees or agents, which arise under or are related to this Agreement, including, without limitation, the construction, performance or breach of any agreement, upon which an amicable understanding cannot be reached within 30 days following written notice of the dispute being delivered to the other party, shall, upon the written request of either party, be settled and determined by arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction of these matters, with the exception that claims relating to contractual or equitable indemnity between you and Foresters, its employees or agents, arising out of claims brought by third parties shall not be arbitrated, in the absence of a further agreement between the parties. Disputes relating to such claims may be resolved in the court where the third party action is pending.

In arbitration, the parties will have the right to conduct civil discovery and bring motions, as provided by the Federal Rules of Civil Procedure. However, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, as a private attorney general, or in a representative capacity on behalf of any person. Likewise, nothing in this provision shall preclude either party from obtaining any provisional remedies prior to the commencement or completion of the arbitration that are permitted under the laws of the state governing this Agreement.

14. ENTIRE AGREEMENT

You understand that this Agreement constitutes the entire Agreement between you and Foresters and supersedes any and all previous agreements between you and Foresters; provided however, that this Agreement does not release you from any ongoing obligations that are owed by you to Foresters under any prior agreement. No modification or amendment of this Agreement will be valid unless in writing by a Vice President of Foresters.

15. WAIVER

Failure of Foresters to insist upon strict compliance with any provision of this Agreement or rule of Foresters shall not constitute a waiver of the provision or rule.

16. ASSIGNMENT

The rights and benefits of Foresters under this Agreement shall be transferable, and all provisions hereunder shall inure to the benefit of, and be enforceable by, its successors and assigns.

You may not assign any compensation paid to you by Foresters, or that will be paid to you by Foresters, or to directly or indirectly sell or otherwise transfer business or the actual or potential compensation or compensation interest from business you will solicit, sell or service on behalf of Foresters, to a third party other than as authorized in writing by Foresters. You understand that your eligibility to participate in any transfer of business and/or transfer of compensation program will be determined by Foresters.

17. GOVERNING LAW

It is mutually agreed that all questions and issues relating to the validity of or performance under this Agreement shall be governed by the laws of the state of the General Agent's principal place of business.

18. SEVERABILITY AND SURVIVABILITY OF CONTRACTUAL PROVISIONS

All rights of Foresters will survive the termination of this Agreement and, notwithstanding the foregoing, Sections 4.2, 4.3, 6c, 7, 8, 9 and 11 shall survive the termination of this Agreement.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be deemed to be severable.

19. DUPLICATE ORIGINALS

This Agreement may be executed in two or more counterparts, each of which for all purposes, when executed and delivered, shall be deemed an original and all of which shall constitute the same instrument.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Witness

General Agent Signature

Print or Type Name of General Agent

Title: _____
ONLY if General Agent is a corporation

Date: _____

The Independent Order of Foresters

By: _____
Signature

Title: _____

Date: _____

FRATERNAL LICENSE PROCESS for Connecticut, Massachusetts and New Mexico

In order to sell life insurance for Foresters and receive compensation in Connecticut, Massachusetts and New Mexico, Producers must hold an individual fraternal life license, in addition to their regular state life license. **Fraternal license(s) must be obtained before any sales occur.**

INDIVIDUAL RESIDENT OR NON-RESIDENT FRATERNAL LICENSE

State	License Fee	Make Payable To	Fraternal Application Details and Forms Required
Connecticut	\$ 65.00 License Fee	Treasurer, State of Connecticut	Complete a Connecticut Fraternal License Application found on the Get Appointed page under Fraternal License Process.
Massachusetts	\$ 6.00 Appointment Fee	Foresters will pay the appointment fee of \$6.00	Complete a Massachusetts Fraternal License Application found on the Get Appointed page under Fraternal License Process.
New Mexico	\$ 30.00 License Fee and a \$23.00 Appointment Fee	Note: Checks Are Not Accepted, Submit a \$30.00 Money Order ONLY to New Mexico Regulation Commission Insurance Division Foresters will pay the \$23.00 appointment fee.	Complete a New Mexico Fraternal License Application found on the Get Appointed page under Fraternal License Process. Note: Producers operating under a corporate name must also obtain a business entity fraternal license in order to receive compensation in that name.

1. The Producer must complete the applicable State Application for Fraternal Agent's License form.
2. Make check or money order for an individual fraternal license fee payable in the correct amount to the appropriate state noted in the table above.
3. Submit the completed paperwork and check/money order to:

Foresters
Contracting and Compensation Services
789 Don Mills Road
Toronto, Ontario, Canada M3C 1T9

Foresters will complete and authorize the appointment form(s) and mail the entire package to the applicable Department of Insurance. The average processing time for the state is approximately 10 business days.

BUSINESS ENTITY RESIDENT OR NON-RESIDENT FRATERNAL LICENSE

If the Business Entity Resident or Non-Resident is already licensed in the State of Connecticut or Massachusetts, a Fraternal License is not required. If it is not licensed, in order to apply for a business entity resident or non-resident fraternal license refer to the table and steps outlined below.

State	License & Appointment Fee	Make Payable To	Fraternal Application Details and Forms
Connecticut	\$ 65.00 License Fee	Treasurer, State of Connecticut	Complete a Connecticut Business Entity Insurance License/Registration Application found on the Get Appointed page under Fraternal License Process.
Massachusetts	\$ 6.00 License Fee	Commonwealth of Massachusetts, Division of Insurance	In order to apply for a business entity resident or non-resident license, contact the Massachusetts Department of Insurance for assistance at 617 521 7794.
New Mexico	\$ 30.00 License Fee and a \$23.00 Appointment Fee	Note: Checks Are Not Accepted, Submit a \$30.00 Money Order ONLY to New Mexico Regulation Commission Insurance Division Foresters will pay the \$23.00 appointment fee.	Complete a New Mexico Business Entity Insurance License/Registration Application found on the Get Appointed page under Fraternal License Process. Note: Producers operating under a corporate name must also obtain a business entity fraternal license in order to receive compensation in that name.

1. The agency owner must complete the applicable Application for Business Entity Insurance License / Registration form.
2. Make check or money order for license fee payable in the correct amount to the appropriate state noted in the table above.
3. Submit the completed paperwork and check/money order to:

Foresters
Contracting and Compensation Services
789 Don Mills Road
Toronto, Ontario, Canada M3C 1T9

Foresters will complete and authorize the applicable appointment form(s) and mail the entire package to the Department of Insurance. The average processing time for the state is approximately 10 business days.

License and renewal fees associated with the Fraternal License and Appointment will be the responsibility of the Producer.

OVERRIDE COMMISSION NOTICE

As determined by The Independent Order of Foresters ("Foresters"), in its sole discretion, certain states and the District of Columbia ("jurisdictions") by their insurance laws allow override commissions to be paid to an insurance agency or agent without that insurance agency or agent holding an active license in those jurisdictions. Foresters will make override commission payments to any insurance agency or agent who does not participate in the sale of insurance policies, as defined below, in those "included jurisdictions", pursuant to the terms and conditions of their respective appointment agreement with Foresters and subject to the following additional conditions.

Included jurisdictions:

Alabama	Connecticut	Illinois	Michigan	Nevada	Oregon	Washington
Alaska	Delaware	Indiana	Minnesota	North Dakota	Rhode Island	Wisconsin ²
Arkansas	District of Columbia	Iowa	Mississippi	New Hampshire	South Carolina	Wyoming
Arizona	Florida ²	Kansas	Missouri	New Jersey	Texas	
California	Hawaii	Maine	North Carolina	Ohio	Tennessee	
Colorado	Idaho	Maryland	Nebraska	Oklahoma	Vermont	

Excluded jurisdictions (where active license required):

Georgia	Kentucky	Louisiana	Massachusetts	Montana	New Mexico	New York
Pennsylvania	South Dakota	Utah	Virginia	West Virginia		

Additional Conditions

1. The insurance agency or agent will not "sell, solicit or negotiate" insurance business in any of the above named jurisdictions. Additionally, in California and Texas, the insurance agency or agent will not service or transact matters subsequent to the sale of the insurance contract and arising out of it as an insurance agent in the state.

Definitions:

- "sell" means to exchange a contract of insurance by any means, for money or its equivalent, on behalf of an insurance company.
- "solicit" means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company.
- "negotiate" means the act of conferring directly with, or offering advice directly to, a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract, provided that the person engaged in that act either sells insurance or obtains insurance from insurers for purchasers.

2. ²Override commissions are only allowed to be paid to incorporated insurance agencies in the States of Florida and Wisconsin.
3. It is the responsibility of the insurance agency or agent to notify Foresters of license details for licenses held in any of the abovementioned excluded states (or the states of Florida and Wisconsin for other than incorporated insurance agencies), or their actual holding or obtainment of a license in any of the above named included jurisdictions.
4. This Override Commission Notice is effective as of June 1, 2007 and thereafter, unless amended or withdrawn by Foresters at any time in its sole discretion.

June 2007

STATE SOLICITATION RULES

Foresters encourages Producers to submit their first life application with their contracting paperwork. But, it's important to note that the Producer is not permitted to solicit business for Foresters outside of the state solicitation period. Once the Producer has been approved, his appointment with the state will be processed for the states in which he is currently licensed and in the states in which Foresters offers products to that Producer. The Producer's contract effective date will be the state appointment processing date minus the number of solicitation days allowed by the state.

Example: A Producer's Arizona appointment with Foresters is processed on August 10, 2007. Therefore, his appointment date AND contract effective date with Foresters will be July 10, 2007, allowing him to write business in that 30 day period prior to the actual processing of his appointment.

Any business written prior to the contract/appointment effective date (outside of the solicitation period) cannot be coded or paid to the writing Producer. It will be the Producer's next immediate up-line's responsibility to handle that certificate for which he will be paid the Producer's share of compensation.

STATE	SOLICITATION PERIOD	STATE	SOLICITATION PERIOD
ALABAMA	Strict State – Must be Appointed First	MONTANA	Can sell when contracted & appointed
ALASKA	30 days	NEBRASKA	15 days
ARIZONA	30 days	NEVADA	15 days
ARKANSAS	Strict State – Must be Appointed First	NEW HAMPSHIRE	Strict State – Must be Appointed First
CALIFORNIA	14 days	NEW JERSEY	Yes, within 15 days
COLORADO	Can sell when contracted & appointed	NEW MEXICO ¹	Strict State – Must be Appointed First
CONNECTICUT ¹	15 days	NEW YORK	15 days
DELAWARE	Strict State – Must be Appointed First	NORTH CAROLINA	30 days
DIST OF COLUMBIA	30 days	NORTH DAKOTA	30 days
FLORIDA	45 days	OHIO	30 days
GEORGIA	Strict State – Must be Appointed First	OKLAHOMA	Strict State – Must be Appointed First
HAWAII	Strict State – Must be Appointed First	OREGON	Can sell when contracted & appointed
IDAHO	15 days	PENNSYLVANIA	30 days
ILLINOIS	Can sell when contracted & appointed	RHODE ISLAND	Can sell when contracted & appointed
INDIANA	Can sell when contracted & appointed	SOUTH CAROLINA	15 days
IOWA	30 days	SOUTH DAKOTA	Strict State – Must be Appointed First
KANSAS	Can sell when contracted	TENNESSEE	15 days
KENTUCKY	Strict State – Must be Appointed First	TEXAS	30 days
LOUISIANA	Strict State – Must be Appointed First	UTAH	30 days
MAINE	15 days	VERMONT	15 days
MARYLAND	30 days	VIRGINIA	30 days
MASSACHUSETTS ¹	15 days	WASHINGTON	Strict State – Must be Appointed First
MICHIGAN	15 days	WEST VIRGINIA	Strict State – Must be Appointed First
MINNESOTA	15 days	WISCONSIN	15 days
MISSISSIPPI	Strict State – Must be Appointed First	WYOMING	Strict State – Must be Appointed First
MISSOURI	30 days		

¹ A Fraternal license is also required – See Fraternal License Process document on ezbiz under 'Get Appointed'.



FORESTERS' SPONSORED E&O PROGRAM

Foresters' sponsored 2007 Errors & Omissions Program is available to all producers contracted with Foresters! This plan is effective February 1, 2007 to February 1, 2008.

The administration of premium payments, inquiries and claims will all be handled by Aon's Affinity Insurance Services Inc., the program administrator, located in Hatboro, Pennsylvania. The insurance carrier is American Guarantee & Liability Company (a member of the Zurich North America Insurance Group). Enrolment can be done on-line electronically or by paper through Affinity's website.

The rates are very competitive and the program offers an option for a higher limit of liability:

Coverage Option	Annual Premium
\$1 million per claim/\$1 million aggregate/\$1,000 deductible	\$495
\$2 million per claim/\$2 million aggregate/\$1,000 deductible	\$561

Three payment options are available:

1. Payment in full by check
2. Payment in full by credit card
3. Monthly payment by Pre-authorized Checking (PAC)

This policy provides coverage for the sale, solicitation or servicing or both Foresters and non-Foresters life, accident & health insurance, annuities, variable life, variable annuities, mutual funds registered with the SEC and segregated funds.

Enrolment

For program details and access to AON Affinity Service's easy on-line enrolment, go to their website at www.foresters.agents-eo.com. You'll need your Foresters' producer number to enroll which will be provided to you by email when Foresters receives your contracting package.

Questions?

Email AON Affinity Services at Info@Agents-eo.com or call them at 1-800-621-0711.