

3 EASY STEPS TO GET APPOINTED WITH FORESTERS!

STEP 1 COMPLETE THE APPLICATION FOR CONTRACT AND APPOINTMENT

- Complete the easy-to-follow application for Contract and Appointment with Foresters that contains both the Personal Disclosure information and the Consent Form for a consumer report. Part II, the Reporting Details, 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 need a fraternal license and must be pre-appointed with Foresters. A state life license is not valid.** 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 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 (not required for NC/NR contracts).
- 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 strict states.

Connecticut*	Georgia	Louisiana	Massachusetts*	New Mexico*
North Carolina	Oregon	Pennsylvania	Utah	

*Fraternal states require a fraternal license as life licenses are not valid in a fraternal state.

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.

For Independent Producer use only – not to be disclosed to the general public.

July 2008

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**
 Male Female
 Mr. Mrs. Ms. 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 you want to write business in.) (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. It is further understood that Foresters is a Vector One subscriber and, upon termination for any reason, any qualifying outstanding debit balance may be immediately reported to Vector One and removed only when the debt has either been paid in full or meets the Vector One threshold.

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 and direct any and all notices, copies of reports and a summary of applicable rights, as defined above, to be sent by Foresters, as well as consent to the release of information contained in the consumer report or investigative consumer report, to the 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 FINRA RegEd sponsored by CUSO
- Other (please provide details in the form of copies of course materials)

(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

13. New Business

Have you written any Foresters new business that you have submitted or will be submitting?

- No
- Yes

Application signed date for the earliest piece of new business written: _____

State in which new business was written in: _____

Has new business been submitted to Foresters for processing? Yes No

REPORTING DETAILS TO BE COMPLETED BY NMO/IMO MANAGEMENT

14. Producer Information

Surname _____ First Name _____

Producer Number _____
(Producer number will be assigned by Foresters)

15. Reporting Hierarchy

NMOname _____

IMO Name _____ Producer Number _____

Recruiter Name _____ Producer Number _____

16. Compensation Details

Foresters Commission Schedule: _____

Notes:

17. Recruiter Approval

I have interviewed the above named Applicant and I am aware of nothing which precludes me from reasonably recommending the Applicant for contract / appointment with Foresters.

Date (mm/dd/yyyy)

Recruiter Signature

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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.

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

Social security number
or
Employer identification number

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. citizen or other U.S. person (defined below).

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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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 INDEPENDENT ORDER OF FORESTERS Producer Agreement

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

1. PURPOSE

This Agreement allows Foresters to compensate _____ (the "Agency") for your personal sales of its Certificates of Insurance ("Certificates") issued by Foresters that are sold by you on behalf of Foresters through _____.

2. APPOINTMENT AND AGREEMENT

Foresters hereby appoints you as a Producer 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 not offer or sell the Certificates in any state other than the jurisdiction(s) in which the Certificates may be lawfully sold.

You are not authorized to recruit licensed personnel or agents for Foresters, or promote life insurance sales through such licensed personnel or agents on behalf of Foresters

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, agent 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 producer.

4. COMPENSATION

You hereby direct and authorize Foresters to pay any commissions or other compensation due on business sold by you directly to the Agency and you waive all rights, title and interest to any commissions or other compensation from Foresters in connection with the solicitation for business and placement with Foresters. The amount of any commissions or other compensation under this Agreement shall be determined in accordance with the contractual arrangement between the Agency and Foresters. You understand and agree that you will be compensated solely by the Agency, and will receive no commissions or other compensation from Foresters.

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

Producer 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 agents.
- 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 Producer by Foresters for use.
- e. To provide reasonable access during normal business hours to any location, from which Producer 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, which it will audit. Producer 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 Producer 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 Producer 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 Producer 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.
- iv. Establish appropriate procedures for safeguarding Protected Information within Producer'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 (except for a transfer to a full time sales position), (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.

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 or 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; or,

- v. providing confidential information or materials including member information acquired from Foresters to any competitor or potential competitor.

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

11. ERRORS AND OMISSIONS INSURANCE

You agree 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, requiring 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 Producer's principal place of business.

17. SEVERABILITY AND SURVIVABILITY OF CONTRACTUAL PROVISIONS

All rights of Foresters will survive the termination of this Agreement and, notwithstanding the foregoing, Sections 4 6c, 7, 8, and 9 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

Producer Signature

Print or Type Name of Producer

Title: _____
ONLY if Producer is a corporation

Date: _____

The Independent Order of Foresters

By: _____
Signature

Title: _____

Date: _____

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.

Commissioner of Insurance

For Independent Producer use only – not to be disclosed to the general public.

July 2008

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 and business entities must hold a fraternal life license and be appointed with Foresters as a fraternal agent, **before any sales occur.**

State	Type of License	License Fee	Payment Made Payable to	Fraternal Application Details and Forms Required
Connecticut	Individual Resident or Non-Resident	\$65.00 License Fee	Treasurer, State of Connecticut	Complete a Connecticut Fraternal License Application found on the Get Appointed page under Fraternal License Process.
	Business Entity Resident or Non-Resident			Complete a Connecticut Business Entity Insurance License/Registration Application found on the Get Appointed page under Fraternal License Process.
Massachusetts	Individual Resident or Non-Resident	\$6.00 Appointment Fee	Foresters pays fee	Complete a Massachusetts Fraternal License Application found on the Get Appointed page under Fraternal License Process.
	Business Entity Resident or Non-Resident	\$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	Individual Resident or Non-Resident	\$ 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	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.
	Business Entity Resident or Non-Resident			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. Complete the applicable State Application for Fraternal Agent's License form.
2. Make check or money order for a fraternal license fee payable in the correct amount to the appropriate state noted in the table above. 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.

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

For Independent Producer use only – not to be disclosed to the general public.

THE COMMONWEALTH OF VIRGINIA

ALFRED W. GROSS
COMMISSIONER OF
INSURANCE
STATE CORPORATION
COMMISSION
BUREAU OF INSURANCE

P.O. BOX 1157
RICHMOND, VIRGINIA 23218
TELEPHONE: (804) 371-9741
TDD/VOICE: (804) 371-9206
<http://www.scc.virginia.gov/division/boi>

February 15, 2008

Administrative Letter 2008 - 03

TO: All Insurers Licensed in Virginia to Write Life Insurance, Variable Life Insurance, Annuities or Variable Annuities

RE: Rules Governing Military Sales Practices (14 VAC 5-420-10 et. seq.)

Note: Insurers are instructed to furnish a copy of this administrative letter to their appointed agents in Virginia, and to include a copy of this administrative letter in materials provided to all newly appointed agents in Virginia.

The purpose of this Administrative Letter is to remind insurers and agents marketing or soliciting life insurance or annuities to members of the United States Armed Forces of the specific standards addressed and identified in the Rules Governing Military Sales Practices (the Rules), effective in Virginia on February 15, 2008.

A copy of the Rules was attached to the Commission's Order Adopting the Rules, sent to all life and annuity insurers in November, 2007. The Rules may also be viewed at the Bureau's website, by clicking on "Insurance Regulations" at:

<http://www.scc.virginia.gov/division/boi/webpages/boi2008administrativeletters.htm>

BACKGROUND

These Rules are a result of findings in multi-state examinations conducted on behalf of the National Association of Insurance Commissioners (NAIC), investigations by the Department of Defense and its branch components, the United States Government Accountability Office Report, GAO-06-23, and provisions of federal law established by The Military Personnel Financial Services Protection Act (the Act), Pub. L. No. 109-290 (<http://bulk.resource.org/gpo.gov/laws/109/publ290.109.pdf>).

The Rules apply to sales activities regarding solicitation of certain forms of life insurance policies, issued or issued for delivery in Virginia to any active duty service member based or living in Virginia, whether permanently, temporarily or for training. The phrase "in Virginia" also includes all military installations located within the geographical boundaries of the Commonwealth, where a military installation is defined as "any federally owned, leased, or operated base, reservation, post, camp, building, or

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February 15, 2008
Page 2

other facility where service members are assigned for duty to include barracks, transient housing, and family quarters.” A service member is considered to be on active duty when serving full-time military service for the United States, to include the National Guard or Reserve if serving under military calls or orders to active duty or active duty for training that specify a period of 31 or more calendar days. While other states may adopt similar provisions for their respective laws or Rules, Virginia’s Rules apply to active duty service members of all ranks and pay grades.

The Rules apply to insurer or agent activities occurring at any location and also identify prohibited practices specifically occurring on military installations. There are more than 10 prohibited practices or specific requirements for sales activities occurring on a military installation. The Rules also identify more than 25 prohibited practices or specific requirements that apply regardless of the location. Insurers and agents should be particularly mindful that the marketing of certain life insurance products that may contain, have attached, or are sold in concert with a “side fund,” as defined by the 14 VAC 5-420-20, are prohibited, except in the circumstances identified in the Rules.

While this discussion is certainly not all-inclusive, it does highlight some of the reasons why the Rules are necessary not only to carry out the intent of Congress set out in the provisions of the Act, but also to facilitate an efficient and consistent regulatory framework governing sales to military personnel on a nationwide basis.

Insurers and agents licensed to do business in the Commonwealth of Virginia are required to be fully aware of and abide by all the provisions of the Rules.

Questions regarding this letter may be directed to:

James Young
Senior Insurance Market Examiner
Life and Health Division, Bureau of Insurance
PO Box 1157
Richmond, VA
Phone: 804-371-9532
Fax: 804-371-9821

Cordially,

Alfred W. Gross
Commissioner of Insurance