

## Foresters Contracting Instructions

Some of these forms will be used for some situations and not for others. Please follow the instructions below that pertain to your situation, and remember, "required" means that the forms must be submitted for your contract to be processed.

**Individual Contract** – a contract in which commissions get paid directly to an agents

- Complete and sign "Application for Contract and Appointment with Foresters" (Required) (Version January 2010) *Please note that "4. Banking Information" must be completed and a voided check attached as direct deposit is **REQUIRED** by this carrier. All other sections (1-13) **MUST be completed.***
- Complete and sign W-9 as an INDIVIDUAL (Required)
- Review and sign "The Independent Order of Foresters General Agent Agreement" (Form # GA (03/09))(Required)
- Current copy of E&O Declarations Page (Required)
- Current individual resident license (Required)
- Advance Commission Addendum (Optional) (5/09)

**Corporate Contract** – a contract in which all commissions get paid to the company and the company distributes commissions within.

- Complete and sign "Application for Contract and Appointment with Foresters" (Required) (Version January 2010) *Please note that "4. Banking Information" must be completed and a voided check attached as direct deposit is **REQUIRED** by this carrier. All other sections (1-13) **MUST be completed.***
- Complete and sign W-9 as a CORPORATION (Required)
- Review and sign "The Independent Order of Foresters General Agent Agreement" (Form # GA (03/09))(Required)
- Current copy of E&O Declarations Page (Required)
- Current Corporate and Individual license(s) (Required)
- Advance Commission Addendum (Optional) (5/09)

**Licensed Only Contract** – a contract in which the corporation receives all the commissions and credits from every sale. The agent will not be paid by the home office. Please call for instructions on how to complete forms.

**Transfers** – Please call for more information

Revised Jan. 2010

*Please forward all necessary forms to:*

**THE RECRUITING ENTITY WHO SUPPLIED  
YOU WITH THESE DOCUMENTS**

# 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      \_\_\_\_\_

Last Name      Maiden Name (or other name used) \_\_\_\_\_

Email Address \_\_\_\_\_

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 (      ) \_\_\_\_\_

## 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 CalSurance's easy on-line enrollment, please go to their website at <http://www.calsurance.com/iof> or email [Info@Calsurance.com](mailto:Info@Calsurance.com) or call CalSurance at 1-800-745-7189.

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 in the US?.....  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.

d. 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. \_\_\_\_\_

e. 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

f. 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

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

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

i. 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? \_\_\_\_\_  
j. Are any financial obligations in arrears or in collection?  Yes  No  
If yes, what is the current total amount all of those overdue debts \$ \_\_\_\_\_

**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, through my National/Independent Marketing Organization (NMO/IMO) that recommended me for this application for contracting appointment, 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, through my recommending NMO/IMO, as to the basis of that decision and given a copy of the report, as well as a summary of my applicable rights through my recommending NMO/IMO. As well, in advising the recommending NMO/IMO, of the decision to decline my application for contracting/appointment, Foresters shall have the right to share with the recommending 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 recommending 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 contract paperwork and will provide you with instructions about taking 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, 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       360 Training
- Other (please provide details in the form of copies of course materials and certification document)

\_\_\_\_\_

(ii) Approximate date (month and year) 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. 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

**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**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Producer Number \_\_\_\_\_  
(Producer number will be assigned by Foresters)

**15. Reporting Hierarchy**

NMO Name \_\_\_\_\_

IMO Name \_\_\_\_\_ Producer Number \_\_\_\_\_

Recruiter Name \_\_\_\_\_ Producer Number \_\_\_\_\_

**16. Compensation Details**

LifeFirst Level Term Life & BIG UL

PlanRight (Final Expense)

Foresters Commissions Schedule:

Foresters Commission Schedule:

\_\_\_\_\_

\_\_\_\_\_

Commission to be paid weekly (default) or  Daily

First Year Commissions (Check one)

- As Earned or,  
 Annualized (Complete and submit Advanced Commission Addendum form with the application)

Notes:

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.**

|   |  |   |
|---|--|---|
| <b>Print or type<br/>See Specific<br/>Instructions on<br/>page 2.</b> | 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<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><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.

|                                |
|--------------------------------|
| 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. 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.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## 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 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 producers recruited by you or under your management, on behalf of Foresters.

### 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 producers on behalf of Foresters and to promote life insurance sales through such licensed producers. Licensed producers 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 producers" 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 producers 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 any renewal commissions, as well as override commissions ("compensation") on business sold by you ("Personal Production") and licensed producers 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 producers 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 chargebacks made pursuant to this Agreement and the Commission Schedule thereto shall be "indebtedness" 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; 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 notice of any change in the Commission Schedule to you by electronic transmission (email) 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. 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 complete Certificate application pursuant to Foresters policies and procedures, and to notify Foresters promptly should you become aware of: the death of the applicant insured; any inaccuracies in the applicant's responses to the application; or any changes to the applicant's responses generally on the application, or as to the condition of health and insurability, before the Certificate is delivered.
- b. 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.
- c. 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 producers.
- d. To service and use best efforts to help keep the Certificates in force that you sell for Foresters.
- e. 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.
- f. 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.
- g. To comply with all applicable laws and regulations impacting the use and disclosure of private information. In respect thereof, the General Agent will: 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; 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; 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 and/or state regulations and legislation; and, establish appropriate procedures for safeguarding Protected Information within General Agent's control.

## **7. SOLICITATION RIGHTS**

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. CONFIDENTIALITY, COMPANY PROPERTY**

You understand and agree that certain information received from Foresters including, without limitation, information concerning Foresters members or customers, may be proprietary and/or confidential in nature, and that you shall use all such information solely for purposes of soliciting Certificates pursuant to this Agreement.

Foresters will furnish you such Certificates, forms, advertising matter, diskettes, and other supplies, as it may deem necessary. The title to these Foresters materials, as well as all undelivered Certificates, books supplies or other property furnished to you, shall be vested in Foresters and shall be accounted for and delivered to its authorized representative upon the termination of this Agreement, or at any time on demand.

## **9. INDEMNIFICATION**

Each party is responsible to the other for its acts or omissions of its employees and agents. Each party will indemnify and hold the other harmless from any loss or expenses (including attorney's fees and collection costs) resulting from any acts or omissions of its employees and agents. This shall include any monetary fines or forfeitures, and associated administrative costs, imposed by any regulatory body by order or decree. Since Foresters may be entering into Producer Agreements with your licensed producers, you are responsible and will indemnify Foresters for any acts or omissions of your licensed producers to the same extent as for your personal acts. Foresters reserves the right to withhold any amounts due from you under this provision from commissions payable to you.

## **10. TERMINATION**

### **10.1 Termination Without Cause**

This Agreement may be terminated without cause by you or by Foresters at any time 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 30 days after mailing.

### **10.2 Automatic Termination**

This Agreement will automatically be terminated upon: your death (upon dissolution if a partnership or corporation); filing for bankruptcy, insolvency or assignment for the benefit of creditors; failure to continuously maintain all required licenses; or, upon the termination of Foresters Agreement with your National Marketing Organization, if any.

### **10.3 Termination For Cause**

This Agreement may be terminated for cause for you:

- a. material violation of any of the terms of this Agreement or of any amendment or addendum made a part hereof;
- b. neglect to report or pay to Foresters any premiums collected on its behalf;
- c. material violation of any state or federal law or regulation or of Foresters new business solicitation and application rules;

- d. inducing, or attempting to induce, any Certificate holder of Foresters to stop premium payments or surrender a Certificate, the latter which includes the withdrawal of values with the intent of allowing the Certificate to lapse.
- e. providing confidential information or materials including member information acquired from Foresters to any competitor or potential competitor; or,
- f. 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 producers 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 producers, if any, pursuant to Section 10 vi. of this Agreement, whether or not termination of such licensed producer(s) 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 towards any Indebtedness as follows in that order:

- a. One hundred percent 100% of your total first year and renewal commissions to your personal production Indebtedness; and,
- b. A percentage, as set out in your Commission Schedule, of your first year, renewal and any other commissions to your Indebtedness for any licensed producers.

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 producers, if any. Any such Indebtedness shall be considered a personal debt to Foresters, and Foresters shall have the right to withhold or recoup 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 producers 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 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.

**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, 6g, 8, 7, 9, 11 and 13 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: \_\_\_\_\_

**ADVANCE COMMISSION ADDENDUM  
TO THE GENERAL AGENT AGREEMENT**

**BETWEEN**

**THE INDEPENDENT ORDER OF FORESTERS ("Foresters")**

**-and-**

\_\_\_\_\_ **("General Agent")**

**WHEREAS** Foresters and General Agent have entered into a General Agent Agreement ("Agreement") which, amongst other things, authorizes the General Agent and his/her licensed personnel to solicit applications of insurance for Foresters and provides for payment of first year personal and override commissions ("commissions") by Foresters to the General Agent upon sale of Certificates by General Agent and his/her licensed personnel as premiums are collected and remitted to Foresters "as earned";

**AND WHEREAS** the General Agent wishes to modify this as earned commission arrangement in order to permit him/her to receive commissions in advance of all first year premiums being collected and remitted to Foresters;

**NOW THEREFORE**, Foresters agrees to permit commissions to be paid to the General Agent as an advance of said commissions being earned, subject to the following terms and conditions and approval of General Agent's Supervising General Agent ("SGA"):

1. For the purposes of this Addendum, the term "Certificates" does not include annuities. Commissions on annuities are only paid when the premium is remitted to and processed at Foresters.
2. When a Certificate is put in force according to the records of Foresters and the first premium has been remitted, Foresters will calculate the applicable commission for the first Certificate year, in accordance with these terms and conditions and the Commission Schedule in effect as of the application signed date, and will then advance to General Agent either 50%, 75% or 100% (100% only available to the IMO level and above) of the annualized commissions as calculated by Foresters, and for first year personal commission, up to a maximum of either \$1500, \$2500, or \$3500 per Certificate, both as approved herein by General Agent's SGA.
3. On any Certificate where the commission exceeds the lesser of the percentage or approved dollar amount to be paid as annualized, any commission above that approved percentage or dollar amount will be paid as earned if and when the remaining premium is paid.
4. Foresters may, in its sole discretion and upon five (5) days written notice by fax or mail to the General Agent, terminate the annualization of any and all commissions to the General Agent with respect to Certificates put in force thereafter, and all commissions will be payable as earned on those Certificates, or may modify the terms and conditions of this Advance Commission Addendum at any time. Any modifications will only affect Certificates issued on or after the effective date of the change.
5. This Advance Commission Addendum shall form a part of the Agreement and incorporated therein, and all the terms and conditions of the Agreement and any supplements or Commission Schedules to it shall remain in full force and effect unless specifically modified in this Commission Advance Addendum.
6. This Advance Commission Addendum shall have no force and effect until accepted by Foresters. If accepted, the Advance Commission will be in force and effective on the date it is processed by Foresters.

