

Fax

To: NAA Representative Contracting From:

Fax: 1-888-856-5329 Pages:

Phone: 937-558-5698 Date:

Re: Foresters Contracting Paperwork CC:

Urgent For Review Please Comment Please Reply Please Recycle



www.naarep.com

CONTRACT/APPOINTMENT CHECKLIST
FOR NATIONAL AGENTS ALLIANCE

Office # 8900

Agent's Name _____

Agent Code NAA _____ Agent's Level _____ Effective date _____
(mm/dd/yy)

Reports directly to _____ Level _____ Agent Code NAA _____

First Year Commissions (check one): () Annualized () Paid as earned

PLEASE ATTACH ORIGINALS OF THE FOLLOWING AND FORWARD TO:

CONTRACTING SUPERVISOR
NATIONAL AGENTS ALLIANCE
49 CROCKETT DR
SPRINGBORO, OH 45066

- Application for Contract & Appointment
- Absolute Assignment of Commissions Form
(where permitted by state – refer to 'Instructions' document)
- General Agent Agreement (1 signed copy)
- Copy of Life License(s)
 - Resident
 - Non-Resident (where applicable)
- Errors and Omission Insurance
 - Proof of current E&O coverage
 - Applied for Foresters' E&O coverage through Affinity Insurance Services
- Direct Deposit Form
- W-9 Form - Request for Taxpayer Identification # and Certification
- Foresters / NAA Management Marketing Agreement

Application for Contract and Appointment with Foresters

1. General Information

a) Full Name of Applicant: Mr. Mrs. Ms. Miss.

Maiden Name (or other name used) _____

b) Licensed name in which compensation is to be paid, if other than above:

c) List other business or personal names used in the financial services sector in the last 5 years:

(Corporation, business style, trade name or partnership)

d) Are you a:

- Producer
 General agent
 Corporation -- licensed corporate name is:

Partnership

Sole proprietorship

e) Social Security Number: _____

f) Are you legally entitled to work in the US? Yes No

g) Driver's License Number: _____

h) Date of Birth (Month / Day / Year): _____

i) Marital Status _____

2. Business address

Address: _____ Apt. No. _____

City: _____

State: _____ Zip Code: _____

Phone: () _____ Fax: () _____

E-mail Address: _____

3. Home address(es) over last 5 years

Present Address: _____ Apt. No. _____

City: _____ State: _____

Zip Code: _____ Phone: () _____

How long at present address? _____

Previous Address: _____ Apt. No. _____

City: _____ State: _____

Zip Code: _____

How long at previous address? _____

4. Personal Disclosure Profile

If you answer "yes" to any of the following questions, provide a full explanation in section 5. Such disclosures are requested in connection with your anticipated sale of insurance products.

a) 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

b) 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

c) Do you have an outstanding debit balance with any insurance company?Yes No

d) Have you ever filed for bankruptcy?..... Yes No

If yes, what year? _____ (if in last 5 years, provide copy of Schedules listing all Creditors)

Chapter 7 Chapter 11 Chapter 13

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.

Signature of Applicant

Date (Month / Day / Year)

5. Additional information from previous sections

(Please indicate the question number you are responding to)

6. Insurance Company

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 _____

7. Licenses/Registrations currently held

Please attach a copy of your current Life and Health license

Type of License*	No. of years held	Any interruptions in licensing? If yes, give details in section 5		License Number	Expiry/ Renewal Date	State	Persistency	Sponsor
		Yes	No					

* Life Insurance; Health Insurance, Mutual Funds, Securities

8. Errors and Omissions Coverage

a) Do you have Errors and Omissions coverage?Yes No

If yes, please attach a copy of your current E&O certificate.

If no -- E&O coverage is mandatory and must be in the amount of \$1 million. Group coverage is available through Foresters. For more information, check the Foresters ezbiz website or call Affinity Services at 1-800-621-0711.

b) Has any policy or application for errors and omissions 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, please explain below:

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 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 an Independent Producer or General Agent, as the case may be, 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

Signature of Applicant

10. NAA 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

Signature of Authorized NAA Personnel

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, 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 National Agents Alliance (NAA) of the decision to decline my application for contracting/appointment, Foresters shall have the right to share with NAA any information contained in the consumer report or investigative consumer report as it relates to that decision.

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

CONSENT STATEMENT

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

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.

Signature of Applicant

Date (Month / Day / Year)

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		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 2.** 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 2.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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**
- 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**
- I am a U.S. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.**

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

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

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

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

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

Specific Instructions

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

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

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

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

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

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

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

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

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

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

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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

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

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

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

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

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

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

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

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

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

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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





DIRECT DEPOSIT SIGN-UP/CHANGE FORM

Please print:

NAME _____ AGENT NUMBER _____

The payor, The Independent Order of Foresters, is hereby authorized to deposit on my behalf with the financial institution designated below, 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.

Signature _____ Date _____

PLEASE ATTACH A SAMPLE OF CHECK MARKED "VOID":

<p>ATTACH VOIDED CHECK HERE</p>
--



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 life insurance business ("Certificates") issued by Foresters that are sold by you and licensed personnel recruited by you, or under your management with National Agents Alliance ("NAA") 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, the business solicitation and application rules of Foresters, including the presentation of the Foresters Story and member benefits therein, and the laws and regulations of the state(s) in which you operate.

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

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

3. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and Foresters shall be construed to create the relationship of employee and employer between you and Foresters.

As an independent contractor, you are free to operate your business in the manner you deem appropriate and are totally responsible for all expenses incurred in this operation. Further, you will not be treated as an employee for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding. The filing and payment of self-employment and income taxes with the Federal and appropriate state governments are your sole responsibility. You agree to comply with the requirements of the federal and appropriate state government(s) with respect to the filings and payment of self-employment and income taxes on any remuneration from Foresters.

As an independent contractor, it is contemplated that you may engage in non-insurance business and represent other insurance companies.

4. COMPENSATION

(A) General

So long as this Agreement is in force, Foresters agrees to pay you a commission on life insurance business sold by General Agent ("Personal Production"), if any, and licensed personnel recruited by General Agent ("GA Producers") for Foresters, or under your management with NAA, in connection with Certificates

issued by Foresters pursuant to applications secured by the General Agent or GA Producer and on premiums paid to Foresters.

Such compensation will be paid in the amount as provided by the applicable Commission Schedule then in effect pursuant to your general agent agreement with NAA, and subject to the following terms and conditions as contained in this Section 4 hereof with respect to commissions from all Personal Production and GA Producers, when the business is issued. The Commission Schedule is subject to change at any time upon written notice by NAA to Foresters and will only affect business issued on and after the effective date of the change, or the date of written notice of the change by NAA to Foresters, whichever is later. You agree that NAA's notice to Foresters of any change in the Commission Schedule is effective notice to you.

(B) Personal Production

i) First-Year and Renewal Commissions

Foresters agrees to pay you first-year and renewal commissions on business sold directly by you in the amount as set out in the applicable NAA Commission Schedule, subject to the terms and conditions stated in this Section 4.

ii) Annualization of First-Year Commissions

When, according to the records of Foresters, a Certificate is put in force and the first premium has been received by Foresters, Foresters will calculate the applicable commission for the first Certificate year in accordance with this Section and, on any Certificate up to a calculated annualized commission of \$3,500, advance to you, as a loan, those commissions, if any, for such year, to be repaid by your future earned commissions on that Certificate and subject to the following conditions

- a. If any Certificate lapses or otherwise goes out of force (other than by reason of death), you hereby agree to immediately repay to Foresters an amount equal to the commissions, if any, paid or prepaid in respect of such Certificate as set out in Sub-section 4(B)iv below.
- b. On any Certificate where the annualized first-year commission is greater than \$3,500, any commission above that amount will be paid as earned if and when the remaining premium is paid.
- c. Foresters may, in its sole discretion and upon five (5) days written notice by fax or mail to you, cease the annualization of first-year commissions to you with respect to all Certificates put in force thereafter and all commissions will be payable as earned on those Certificates.
- d. Excess commission on Universal Life Certificates is not advanced at issue or delivery. When the maximum commissionable premium commission advance has been cleared, excess commission is paid as earned.

iii) When First-Year Commissions are Paid

First year compensation is paid on all lines of business either at delivery or at issue, depending upon the Certificate, when processed at Foresters House.

First year compensation will be paid at Certificate issue, rather than on delivery, for Foresters life business only which is issued standard as applied for as determined by the standard Foresters rules for new business then in effect at Certificate issue.

The delivery period for Policies where first year compensation is paid at Issue is 42 days.

For all of Foresters life insurance Certificates that are issued other than as applied for, they are delivered, for purposes of first year compensation, when the delivery receipt is processed at Foresters House.

If a reinstatement occurs in the first-year of the Certificate and was a reinstatement of a lapse or first-year surrender, first-year commission previously deducted is re-credited when the reinstatement is processed at Foresters.

iv) When First-Year Commissions are Deducted

First-year commissions are deducted in the current month on insurance Certificates for losses processed at Foresters House due to first-year lapses, cancellations and first-year surrenders. First year

commissions on Universal Life excess premium are deducted when Universal Life excess premium payment reversals are processed at Foresters House.

If a Certificate lapses or otherwise goes out of force (other than by reason of death) within the first six months of the first Certificate year, you agree to immediately repay to Foresters an amount equal to 100% of the commissions paid or prepaid. If a Certificate lapses or otherwise goes out of force (other than by reason of death) within months seven to twelve of the first Certificate year, you agree to immediately repay to Foresters an amount equal to two-twelfth's of the commissions paid or prepaid, if any, relating to each unpaid premium in months seven to twelve in the first Certificate year.

If, at the end of the first year on a Universal Life Certificate, first-year premiums actually received are less than the commissionable annualized premium, commissions are deducted on the premium difference between the commissionable annualized premium and the first-year premiums actually received.

In cases where first-year commissions were paid at Certificate issue:

(1) If the Certificate is not delivered within the required 42-day timeframe (period between issue date and delivery due date), and the delivery receipt and any related delivery requirements are not received by Foresters House by the 42nd day, all relevant first year commission will be charged back and you agree to repay to Foresters an amount equal to 100% of the commissions paid or prepaid. The first year commission will be re-credited to you only if: delivery is personally completed by you; and, the original signed delivery receipt is received by Foresters, while this Agreement is in force.

(2) If there has been a 42-day chargeback processed on a Certificate and the Certificate subsequently lapses or cancels, the pro-rated amount of first year commission will be charged back but a corresponding credit to offset the 42-day chargeback will be applied.

If Foresters returns a premium or part thereof to the Certificate holder for any reason, you agree to waive all rights to the commission, if any, relating thereto and will repay to Foresters any commission received in respect thereof.

Any and all commissions charged back, deducted and to be repaid pursuant to this Sub-section 4(B)iv hereof, with respect to your personal production and from any licensed producer ("Producer") terminated for excess debt under your management or for which you received first year or renewal commission overrides for immediately prior to that Producer's termination, shall be an "Indebtedness" as that term is defined in Section 11 of this Agreement.

v) Vesting – First-Year and Renewal Commission

In the event of the termination of this Agreement other than for cause, and subject to the following conditions, Foresters agrees to pay you, or in the event of death, your estate, all first-year, renewal and other commissions payable under this Agreement:

- (1) This Agreement must have been in force for at least twenty-four (24) months;
- (2) On the date of the termination of this Agreement, you must have maintained minimum life persistency for all of the life business issued by Foresters for you and the Producers under your management with NAA, during the respective period of persistency measurement, pursuant to the following table of completed years of service under this Agreement:
 - a. Two completed years – 65% minimum persistency
 - b. Three completed years – 50% minimum persistency
 - c. Four to six completed years – 45% minimum persistency
 - d. Seven to ten completed years – 40% minimum persistency
 - e. Eleven to fifteen completed years – 35% minimum persistency
 - f. Sixteen to twenty completed years – 30% minimum persistency
 - g. Twenty-one and plus completed years – not applicable.

The persistency formula is $1 - (\text{Premium of Lapses} / \text{Premium of Sales})$.

"Premium of Lapses" is equal to the sum of the initial premium of lapsed Certificates from the effective date of this Agreement to its termination date. Lapses include certificate lapses, surrenders

and pending lapses, but do not include Certificate holder deaths, replacements, conversions or cancellations.

"Premium of Sales" is equal to the sum of the initial premium for all certificates issued from the effective date of this Agreement to its termination date, excluding Certificate holder deaths and cancellations.

- (3) You do not incur any Indebtedness to Foresters following termination of this Agreement that is not immediately repaid by you to Foresters upon demand, otherwise all vested commissions will cease to be due and payable by Foresters thereafter.

If you are a corporation, commissions payable under this Sub-section shall be paid to you, your successors or assigns.

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;
- 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;
- f. Adjust or settle any Certificate claim; or,
- g. Conduct any advertising whatsoever involving Foresters, its name or Certificates, without the prior written approval of Foresters.

6. DUTIES

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

- a. To submit all applications for Certificates directly to Foresters and to hold any monies collected on behalf of Foresters and remit them promptly to Foresters.
- b. To comply with all applicable laws of each state where such Certificates are marketed and with all of Foresters rules and procedures for the sale of Certificates, and to immediately report to Foresters and NAA any breach thereof by your licensed agents.
- c. 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.
- d. 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, which 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 General Agent personnel involved in providing or supporting such responsibilities.

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 the persons insured under the Certificates issued hereunder for any purpose, including but not limited to: advertising Forester's products, benefits and services; responding to inquiries; conservation of business; servicing the Certificates; and, adjusting claims.

8. COMPANY PROPERTY

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 upon demand.

9. CONFIDENTIALITY

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 all such information shall be used by you solely for purposes of soliciting policies pursuant to this Agreement. You, therefore, further agree that you will not, for any reason whatsoever, during the term of this Agreement and for a period of one year following the termination of this Agreement, intentionally, directly or knowingly use such information to take a systematic approach towards soliciting Foresters Certificate holders or recruiting Foresters Producers and agents.

10. TERMINATION

This Agreement may be terminated as follows:

- a. By you or by Foresters, with or without cause, immediately upon the mailing of written notice by either party to the other party to the last know address of the other. Such termination shall be effective immediately upon mailing if such termination is for cause, or 30 days after mailing if said termination is without cause.
- b. Automatically upon: the termination of Foresters Master Marketing Agreement with NAA; the termination of your general agent's or agent's agreement with NAA; or, your death, disability or retirement (if you are a corporation, upon dissolution or disqualification of the corporation).

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

- i) violation of any of the terms of this Agreement of any amendment or addendum made a part hereof;
- ii) neglect to report or pay to the Company any premiums collected on its behalf;
- iii) violation any law or regulation of any state insurance department or of Foresters Certificate solicitation and application rules;
- iv) attempt to induce or induce any employee, agent, or representative of Foresters to discontinue their association with Foresters;
- v) providing confidential information or materials acquired from Foresters to any competitor or potential competitor; or,
- vi) having carried forward in your commission account with Foresters any Indebtedness owed by you, as determined in Section 11 of this Agreement, following a period of six (6) consecutive weeks of no first year commissions paid , or to be paid as due, by Foresters to you or to any Producer for which you are eligible to receive commissions for from Foresters.

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

11. INDEBTEDNESS

It is understood and agreed that, if at any time your commission account with Foresters is negative, the total negative account will be carried forward and commissions due to you from Foresters will be applied as follows in that order towards the Indebtedness until both a. and b. below are reduced to a zero balance:

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

Foresters is hereby given first lien upon any amounts due you, your successors or assigns under this or any other agreement with Foresters or its affiliates as security for payment of any Indebtedness owed to Foresters by you or by your terminated Producers, if any. Any such Indebtedness shall be considered a

personal debt to Foresters, and Foresters shall have the right to withhold or deduct any Indebtedness due from you on or after termination thereof, or to otherwise collect said Indebtedness from you, your successors or assigns. 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 upon demand by Foresters. If it becomes necessary to take any legal actions to collect such Indebtedness, you agree to pay all costs and disbursements of collection, plus reasonable attorneys' fees and interest allowed by applicable law and regulation in the collection process.

12. INDEMNIFICATION

You agree to indemnify and hold Foresters harmless from any and all expenses, costs, causes of action, damages and fines resulting from or arising out of your unauthorized acts or transactions.

Foresters agrees to indemnify you and hold you harmless from any and all expenses, costs, causes or action and damages resulting from or arising out of promotional, sales or advertising material provided by Foresters in connection with the sale of the Certificates or any breach by Foresters in connection with the sale of the Certificates or any breach by Foresters of insurance laws or regulations or federal or state tax laws or regulations with respect to the Certificates; provided however, that Foresters shall not be responsible under tax laws for the reporting of compensation paid to your licensed personnel in connection with the sale of Certificates.

13. ERRORS AND OMISSIONS INSURANCE

You agree to obtain, and require all licensed personnel recruited by you who market or solicit the Certificates to obtain, and maintain errors and omissions insurance coverage providing for each policy period: minimum coverage of \$1,000,000 for each claim; \$1,000,000 claims aggregate; and, 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.

14. ARBITRATION

Except as otherwise specifically set forth below, all disputes, controversies or differences between Foresters and General Agent which arise under or are related to this Agreement, their employees or agents (including, without limitation, the construction, performance or breach of any Agreement) upon which an amicable understanding cannot be reached within 30 days 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. General Agent and Foresters agree to arbitrate within 30 days following the transmittal of written demand of either party to arbitrate any dispute arbitrable under this Agreement. The Arbitration shall take place in the city of the office where you principally conduct your business as a General Agent.

The cost of arbitration, including the fees of the arbitrators, but not including the attorney's fees, shall be borne by the losing party unless said Court of Arbitrators shall decide otherwise.

Notwithstanding the foregoing, Foresters shall have the option, but not the obligation, to submit to and pursue in a court of law any claim against the General Agent for any indebtedness due foresters under this Agreement. The General Agent agrees that, if Foresters pursues such a claim in a court of law, (i) failure of Foresters to assert any additional claim in such proceeding shall not be deemed a waiver of, or estoppel to pursue, such claim as a claim or counterclaim in arbitration as set forth above, and (ii) the institution or maintenance of a judicial action hereunder shall not constitute a waiver of Foresters right to submit any other claim or controversy relating to this Agreement, even though arising out of the same transaction or occurrence, to binding arbitration as set forth herein. If General Agent asserts a claim against Foresters in arbitration or otherwise during the pendency of a claim brought by Foresters in a court of law, the court action shall be stayed and the parties shall submit to arbitration all claims. The institution of judicial action or exercise of self-help remedies shall not constitute a waiver of the right of Foresters to submit the dispute to arbitration.

15. ENTIRE AGREEMENT

You understand and agree that this Agreement constitutes the entire Agreement between the parties hereto with respect to the matters set forth herein and supercedes any and all previous agreements between you and Foresters; provided, however, that this Agreement does not release you from any

obligations that are owed by you under any prior Agreement. No modification or amendment of this Agreement will be valid unless made in writing by a Vice President of Foresters.

16. 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 provisions or rules.

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. ASSIGNMENT

The rights and benefits of Foresters 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, or that will be paid, to you by Foresters, or directly or indirectly sell or otherwise transfer business or the actual or potential 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.

19. SURVIVABILITY OF CONTRACTUAL PROVISIONS

All rights of Foresters will survive the termination of this Agreement.

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: _____



Forester's/NAA Management Marketing Agreement

THIS NAA MANAGEMENT MARKETING AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2007 by and between **SUPERIOR PERFORMERS, INC., d.b.a. NATIONAL AGENTS ALLIANCE**, a Virginia corporation having offices in Virginia and North Carolina (the "**Company**") and _____, a resident of _____ [*indicate state*] (the "**Independent Contractor**").

WITNESSETH:

WHEREAS, Company and Independent Contract are engaged in forming and maintaining a cohesive marketing organization for the sale of insurance products; and,

WHEREAS, the Company has obtained the exclusive rights to be the only independent marketing organization for certain insurance products being developed by the Company and the International Order of Foresters ("Foresters");

WHEREAS, the Company is willing to permit the Independent Contractor to engage in sales of products of Foresters, subject to the terms of this Agreement and the requirements of Foresters;

WHEREAS, the Company is engaged in activities or is a party to contracts which require maintaining the confidential nature of certain activities and information so as to properly perform under said contracts or so as to maintain Company's competitive advantage in the marketplace; and,

WHEREAS, the Independent Contractor will have access to or knowledge of the confidential information regarding Company's business activities or confidential information used in Company's business or industry; and

WHEREAS, the Company desires to make Independent Contractor aware of the confidential nature of these activities and information and to obtain from Independent Contractor a commitment not to disclose any confidential information, except as provided herein; and

WHEREAS, the Company has an investment in its client, vendor, independent contractor, and employee relationships, these relationships are necessary and important to the continued success of its business; and

WHEREAS, the Independent Contractor is prepared to acknowledge the pre-existing nature of these relationships and to refrain from interfering with or disturbing these relationships to the detriment of the Company.

NOW, THEREFORE, in consideration of a contract to sell the products of Foresters, participation in future production bonus programs of the Company, marketing incentives, marketing allowances (including, but not limited to Monster.com and Jobseekers.com ads and resumes, www.naaleads.com website use, etc.) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Non-Disclosure of Information. The Independent Contractor recognizes and acknowledges that certain confidential and proprietary information (the “Confidential Information”) of the Company, as may exist from time to time, are valuable, special and unique assets of the Company’s business, and that access to and knowledge of this confidential information are essential to the performance of the Independent Contractor’s duties.

Such Confidential Information includes, but is not limited to any and all business or technical information such as:

- (a) Any and all methods, formulas, processes, techniques, practices, marketing and sales information, personnel data, financial data, plans, and all other know-how and trade secrets which are in the possession of the Company, no matter what the source, and which have not been published or disclosed to the general public;
- (b) the Company’s business methods and practices, including pricing methods, contract terms, and practices;
- (c) compilations of data or information, including but not limited to the Company’s business, customer lists, leads lists, potential customers lists and lists of customer contact information for customers of the Company;
- (d) any other information that is not generally known to the public, including but not limited to information about the Company’s operations, personnel, products or services, which if misused or disclosed, could have a reasonable possibility of adversely affecting the business of the Company.

Independent Contractor agrees to treat all information obtained from the Company as confidential, whether written or oral and regardless of whether it is marked or otherwise designated to be confidential. The Independent Contractor recognizes and acknowledges that the Company has undertaken efforts to maintain the confidentiality of the Confidential Information. While under contract or associated with the Company and for a period of five (5) years following the termination of the provision of services for whatever reason, the Independent Contractor agrees that he will not disclose such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall the Independent Contractor make use of any such Confidential Information for his own purposes or for the benefit of any person, firm, corporation, or other entity (except the Company) under any circumstances.

After the termination of the Independent Contractor’s provision of services to the Company these restrictions shall not apply to such Confidential Information:

- (a) which is then, or from time to time thereafter in the public domain (provided that the Independent Contractor was not responsible, directly or indirectly, for permitting such Confidential Information to enter the public domain without the Company’s consent);
- (b) which is obtained from a third party which is not obligated under an agreement of confidentiality to the Company, or

- (c) which was known to Independent Contractor prior to disclosure by Company; provided, that such information is not subject to another confidentiality agreement with or other obligation of secrecy to Company or any other party.
2. Required Disclosure. In the event that Independent Contractor is requested or required (by oral questions, interrogatories, request for information or documents, subpoenas, civil investigative demand or similar legal process) to disclose any Confidential Information supplied to Independent Contractor in the course of Independent Contractor's provision of services with Company, it is agreed that Independent Contractor will provide Company with prompt notice of such request(s), so that Company may seek an appropriate protective order or, if appropriate, waiver of compliance to the provisions of this Confidentiality Agreement. Independent Contractor will use Independent Contractor's best efforts to obtain, or assist Company in obtaining, such a protective order. It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder, Independent Contractor is nonetheless, in the opinion of Independent Contractor's counsel, legally compelled to disclose the Information to any tribunal or governmental authority or else stand liable for contempt or suffer other censure or penalty, Independent Contractor may disclose such Information to such tribunal or authority. Independent Contractor will not be liable for such disclosure unless it was caused by or resulted from a previous disclosure not permitted by this Confidentiality Agreement.
 3. Notification of Disclosure. Independent Contractor shall promptly notify Company in writing of any unauthorized, negligent or inadvertent use or disclosure of the Confidential Information of which Independent Contractor has knowledge.
 4. Conflicting Insurance Companies. It is the intent of the parties to form a cohesive sales force for the sale of life insurance products nationwide. Therefore, the Company and Independent Contractor shall cooperate to use their collective best efforts to recruit and maintain a cohesive sales force. In addition, during the term of this Agreement and so long as the Company shall make available to Independent Contractor for sale to consumers the life insurance products of at least two (2) or more insurance companies, in the territory of the United States the Independent Contractor shall not sell Life Insurance Products (defined below) of any Third-Party Life Insurance Company (as defined hereinbelow). The term "Life Insurance products" shall mean life insurance products or policies and annuities having the same or substantially similar terms (other than pricing) and benefits as the life insurance products or policies or annuities being offered for sale through the Company. The term "Third-Party Life Insurance Company" shall mean any life insurance company for whom the Company does not currently serve as its IMO (as defined in Section 5 below). By way of example and not of limitation, nothing herein shall prohibit the Independent Contractor from selling a term life insurance product with a return of premium rider of a Third-Party Life Insurance Company if the life insurance companies represented by the Company do not offer a term life insurance product with a return of premium rider.
 5. Master General Agent; Independent Marketing Organization. For a period of two (2) years following the termination of Independent Contractor's provision of services to the Company, the Independent Contractor shall not contract as a master general agent, managing general agent, independent marketing organization (collectively, an "IMO") with, or directly or indirectly provide similar or related services as provided by an IMO, including but not limited to the recruitment, solicitation, or provision of sales leads to downline insurance agents, to any insurance company with whom the Company has served as IMO during the twelve months immediately prior to the termination of the provision of services (including without limitation, Foresters and F&G Life). An "insurance company" shall be any company offering contracts of insurance in any form by or through the Company, or its affiliates or agents.

6. Non-Solicitation of Customers. For a period of two (2) years following the termination of Independent Contractor's provision of services to the Company, the Independent Contractor shall not, directly or indirectly, solicit or otherwise establish or seek to establish any business relationship relating to the sale of insurance products with the customers of the Company: (i) who were customers during the twelve (12) months immediately preceding the termination of the provision of services; or (ii) with whom the Independent Contractor had contact while an Independent Contractor of the Company, or of its affiliates, or encourage or advise such customers to sever, discontinue or not renew any agreement or relationship to the Company. For purposes of this Agreement, the term "customers" includes, without limitation, insurance agents purchasing leads from the Company and individuals to whom insurance agents have sold insurance products of insurance companies for whom the Company is an IMO.
7. Non-Solicitation of Vendors. For a period of two (2) years following the termination of Independent Contractor's provision of services to the Company, the Independent Contractor shall not, directly or indirectly, encourage or advise the vendors or service providers of the Company (including, but not limited to, insurance providers and insurance agents) to sever, discontinue or not renew any agreement or relationship to the Company. This provision shall apply to all vendors or service providers: (i) who were vendors or service providers during the twelve (12) months immediately preceding the termination of the provision of services; or (ii) with whom the Independent Contractor had contact while an Independent Contractor of the Company, or of its affiliates.
8. Non-Solicitation of Employees. For a period of two (2) years following the termination of Independent Contractor's provision of services to the Company, the Independent Contractor shall not, directly or indirectly, solicit for provision of services, advise or recommend to any other person that they employ or solicit for provision of services, or otherwise establish or seek to establish any business relationship relating to the sale of insurance products with, any employee of the Company or of its affiliates, or encourage or advise such employees to sever, discontinue or not renew any agreement or relationship to the Company.
9. Breach and Enforcement. In executing this Agreement, Independent Contractor acknowledges that he has carefully read and considered and understands all of the provisions of this Agreement. Independent Contractor agrees without reservation that each of the restraints contained in this Agreement are necessary for the reasonable and proper protection of the legitimate business interests of Company and that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area. Independent Contractor expressly acknowledges that Company would suffer irreparable injury in the event that Independent Contractor violates any provision of this Agreement herein, and that in the event of a breach or threatened breach of these covenants, Company shall be entitled to an injunction restraining Independent Contractor from breaching said covenants; provided, however, that nothing herein shall be construed as prohibiting Company from pursuing any other remedies available for such breach or threatened breach, including but not limited to the recovery of damages from Independent Contractor.

If Independent Contractor violates any of the restrictive covenants contained in this Section, then the time limitation otherwise applicable to the Independent Contractor shall be extended for a period of time equal to the period of time during which such breach or breaches occurred. The Independent Contractor expressly acknowledges and agrees that the consideration provided herein, including without limitation the terms of this Agreement, is reasonable and sufficient consideration for the restriction on competition.

10. Extension of Restrictions. During any period of time in which the Independent Contractor is in violation or contravention of any provision of this agreement, the duration of any applicable period of restriction shall be suspended and shall not resume until such time as the Independent Contractor is in full

compliance to the terms said provision, so as to provide the Company to the full benefit of the period of non-competition or non-solicitation.

11. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
12. Governing Law; Submission to Jurisdiction. The Company has offices in Alamance County, North Carolina and conducts a substantial amount of its business activities from that location, including without limitation, the lead program from which the Independent Contractor purchases lists of potential customers. Further, this Agreement was last executed in North Carolina. This Agreement shall be governed by and construed in accordance to the laws of the State of North Carolina, without regard to principles of conflict of laws. This Agreement shall be regarded as made under the laws of the State of North Carolina and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto hereby irrevocably and unconditionally agrees:
 - (a) to be subject to, and hereby irrevocably and unconditionally submits, to the exclusive jurisdiction of the courts of Alamance County, North Carolina and of the federal district court, which includes Alamance County, North Carolina for the purposes of any action, suit or proceeding (including appeals to their respective appellate courts) arising out of this Agreement or the transactions contemplated hereby (and agrees not to commence any action or proceeding except in such courts), and
 - (b) to the fullest extent permitted by law, that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to this provision shall have the same legal force and effect as if served upon such party personally within the State of North Carolina.
13. Assignment. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company.
14. Entire Agreement. This instrument contains the entire agreement of the parties with respect to the subject matter hereof. The agreement may not be changed orally, and any change or amendment must be in writing signed by the party against whom enforcement of any waiver, modification, extension or discharge is sought.
15. Construction, Severability.
 - a. Construction. All pronouns used herein shall be deemed to refer to the masculine, feminine, or neuter gender as the context requires. The headings and other captions in this Agreement area for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
 - b. Severability. The provisions of this Agreement and all of its subparts herein are separate and independent, regardless of the use of the words “and” or “or.” Any provision of this Agreement and all of its subparts herein or any word, clause, sentence, or other portion thereof held to be unenforceable, illegal or invalid for any reason in any jurisdiction, shall, as to that jurisdiction, be ineffective only to the extent of that invalidity, illegality, or unenforceability, without in any way affecting the remaining provisions. Such provision or portion thereof shall be modified or deleted

in such a manner as to make the provision hereof, as modified, legal and enforceable to the fullest extent permitted under applicable law.

16. Liquidated Damages. Independent Contractor acknowledges that the disclosure of Confidential Information and engaging in the prohibited acts of solicitation would likely result in economic loss or damage to Company and its business. The parties hereto recognize that it would be difficult to determine the actual amount of these damages; therefore, the parties agree that Company shall be entitled to liquidated damages in the amount equal to the amount of the Bonus paid to Independent Contractor by the Company. The parties hereto agree that this amount represents a fair and reasonable approximation of the actual damages that may be incurred by Company in the event of the unauthorized disclosure of Confidential Information.
17. Attorneys Fees. Should it become necessary to enforce any provision of this agreement in either a court of law or equity, the prevailing party in any such action shall be entitled to recover its costs related to enforcement or the collection any sum and damages provided under this agreement, including reasonable attorneys' fees.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

**COMPANY:
SUPERIOR PERFORMERS, INC.
d.b.a. NATIONAL AGENTS ALLIANCE**

By: _____

Printed Name: _____

Title: _____

INDEPENDENT CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

2007-2008 Enrollment Form - NEW ENROLLEES ONLY
Foresters Sponsored Errors and Omissions Insurance Plan

Please accept my enrollment form for coverage in the Errors & Omissions (E&O) Program available to agents contracted with Foresters for the February 1, 2007 to February 1, 2008 policy period. Complete this form and send it with your check/credit card authorization / Pre-Authorized Checking (PAC) deduction authorization to: **Affinity Insurance Services, Agent E&O Programs, 159 E. County Line Road, Hatboro, PA 19040-1218.**

Agent's Name: _____
 (Print)

Address: _____

 (City, State, Zip)

Telephone #: _____ Fax #: _____

Agent #: _____

You have a choice of three payment options (check one):

- ___ 1. **Payment in full by check.** The check is made payable to Affinity Insurance Services.
 ___ 2. **Payment in full by credit card (Visa/MasterCard/Discover Only)**
 If you choose this method, please complete the following:
 () Visa () MasterCard () Discover

Credit Card #: _____ Expiration Date: ____/____/____

Cardholder's Signature: _____

- ___ 3. **Payment by monthly pre-authorized checking (PAC) account deduction**
 To implement the PAC payment mode, please attach a check in the amount indicated under the appropriate 'PAC Deposit' column below and return it along with your completed PAC authorization form (enclosed). Your checking account will be debited in monthly installments. Checking account withdrawals will begin two months after your policy effective date in the amounts of \$38.33/month for \$1M/\$1M and \$43.83/month for \$2M/\$2M. The checking account must be owned by the certificate holder listed on the enrollment or renewal form. We will not honor any requests to terminate bank drafts from any person or entity other than the certificate holder.

Please place a check in the box of the month in which you wish to enroll and circle the elected option. Payment and enrollment forms must be received by the 15th of the month of the effective date chosen.

Effective Date of Coverage:	Option A \$1MM/\$1MM		Option B \$2MM/\$2MM	
	Annual Premium*	PAC Deposit*	Annual Premium*	PAC Deposit*
___ February 2007	\$495	\$111.70	\$561	\$122.70
___ March 2007	\$457	\$111.70	\$517	\$122.70
___ April 2007	\$418	\$111.70	\$473	\$122.70
___ May 2007	\$380	\$111.70	\$429	\$122.70
___ June 2007	\$342	\$111.70	\$386	\$122.70
___ July 2007	\$303	\$111.70	\$342	\$122.70
___ August 2007	\$265	\$111.70	\$298	\$122.70
___ September 2007	\$227	N/A	\$254	N/A
___ October 2007	\$188	N/A	\$210	N/A
___ November 2007	\$150	N/A	\$166	N/A
___ December 2007	\$112	N/A	\$123	N/A
___ January 2008	\$73	N/A	\$79	N/A

* Premiums Include a \$35 Administrative Fee

I understand and agree that I am not eligible for coverage under the Foresters sponsored errors and omissions program unless I am legally contracted to represent Foresters as of my coverage effective date. I also understand that coverage ceases on the date on which my contract to represent foresters terminates. If I submit a claim for benefits under this policy and it is determined that I am not eligible for coverage, I will only receive a refund of any premiums paid, not to include administrative fees. Additionally, all premiums and the administration fee are fully earned at the inception of coverage and I am responsible for the payment of the full premium even in the event my contract to represent Foresters is terminated.

Signature: _____ Date: ____/____/____

Affinity Insurance Services, Inc.

159 East County Line Road • Hatboro, Pennsylvania 19040-1218 • toll-free: (800) 621-0711 • fax: (877) 443-9183

COMPENSATION and OTHER DISCLOSURE INFORMATION

The Insurance Agent's Division, a division of Affinity Insurance Services, Inc. and Aon Financial Services Group, (hereinafter called "Aon"), exclusively offers the Contracted Insurance Agents Program to agents of Foresters or one of its subsidiary companies and provides administrative services that may include the following: program marketing, underwriting, policy management, billing, risk management and client services on its behalf.

As compensation for the services described above, Aon receives 12.5% of your paid premium as commission for marketing the program and \$35 administration fee paid by you. For mid-term premium bearing coverage endorsements and renewal policies, Aon is compensated at the same levels as the initial policy commission, unless we notify you otherwise.

Other than the commissions described in the preceding paragraph, Aon will receive no other compensation from the insurer, and other than the fee described in the preceding paragraph, there will be no other fees or charges to you.

**Affinity Insurance Services
159 E. County Line Road
Hatboro, PA 19040-1218**

Foresters Agents' Errors and Omissions

**Automatic Premium Collection
Authorization Agreement for Pre-Authorized Payments (Debits)**

I (we) hereby authorize Affinity Insurance Services, to initiate electronic debit entries or effect a change by any other commercially accepted method, to my (our) checking account indicated below. I (we) hereby authorize the financial institution named below, hereinafter called Depository to debit the same to such account. This authority is to remain in full force and effect until Affinity Insurance Services has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Affinity Insurance Services reasonable opportunity to act on it. We must be notified within 48 hours of the intended deduction. Deductions are scheduled for the 1st business banking day of the month.

The checking account must be owned by the certificate holder listed on the enrollment or renewal form. We will not honor any requests to terminate bank drafts from any person or entity other than the certificate holder.

I (we) agree that if premiums are not paid as due under the policy, as in the event withdrawals are dishonored, your coverage as an enrollee under the policy will terminate. I (we) also agree that a \$20 service charge will apply for all payments, which are returned from your banking institution.

Name of Financial Institution _____

Address or Branch _____

City _____ State _____ Zip Code _____

Transit / ABA Number _____ Account Number _____

This authority is to remain in full force and effect until Affinity Insurance Services has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Affinity Insurance Services and my Financial Institution a reasonable opportunity to act on it. We must be notified within 48 hours of the intended deduction. Deductions are scheduled for the 1st business banking day of the month.

Name _____

Signature _____

Signature _____ Date _____

(If account requires two signatures)

PLEASE ATTACH A VOIDED CHECK, OR PHOTOCOPY THEREOF APPLICABLE TO THE ABOVE ACCOUNT IN THIS SPACE.



RE: Foresters Sponsored Errors and Omission Program

Dear Agent:

Enclosed is enrollment information for the Foresters sponsored errors and omissions coverage for the February 1, 2007 – February 1, 2008 policy period.

The program is underwritten by American Guarantee and Liability Insurance Company, a member of Zurich North America Insurance Group. They are rated “A+” by A.M Best and are one of the leading underwriters of insurance agents’ error and omissions coverage.

The coverage is subject to the following limits of liability and deductibles:

- The \$1,000,000 per claim / \$1,000,000 aggregate (Optional \$2,000,000 per claim/\$2,000,000 aggregate).
- The deductible for each claim arising out of the sale of Foresters’ products is \$1,000, for claims arising out of other outside covered products a \$2,500 deductible will apply.

You have the option of paying either by check, credit card or preauthorized checking withdrawal. Please see the enclosed enrollment form for further details.

If you have any questions or if we can be of additional service please do not hesitate to contact our office at (800) 621-0711.

Sincerely,

Deidre Haehl

Deidre Haehl
Manager, Agent Programs

Affinity Insurance Services
159 E. County Line Road
Hatboro, PA 19040-1218

Independent Order of Foresters (Foresters) Sponsored E&O Program
for Agents with National Agents Alliance

Automatic Premium Collection Authorization Agreement for Pre-Authorized Payments (Debits)

I (we) hereby authorize Affinity Insurance Services to initiate electronic debit entries or effect a change by any other commercially accepted method, to my (our) checking account indicated below. I (we) hereby authorize the financial institution named below, hereinafter called Depository to debit the same to such account. This authority is to remain in full force and effect until Affinity Insurance Services and Depository have each received written notification from me (or either of us) of its termination in such time and in such manner as to afford Affinity Insurance Services and Depository a reasonable opportunity to act on it.

I (we) agree that if premiums are not paid as due under the policy, as in the event withdrawals are dishonored, my coverage as an enrollee under the policy will terminate. I (we) also agree that a \$20 service charge will apply for all payments, which are returned from your banking institution.

New/additional coverage

Bank/account change only

Name of Financial Institution _____

Address or Branch _____

City _____ State _____ Zip Code _____

Transit / ABA Number _____ Account Number _____

This authority is to remain in full force and effect until Affinity Insurance Services has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Affinity Insurance Services and Financial Institution a reasonable opportunity to act on it.

Name _____

Social Security Number _____

Signature _____ Date ____/____/____

Signature _____ Date ____/____/____

(If account requires two signatures)

Please attached a voided check, or photocopy thereof applicable to the above account in this space.