

3 EASY STEPS TO GET CONTRACTED WITH FORESTERS!

STEP 1 COMPLETE THE APPLICATION FOR CONTRACT AND APPOINTMENT

- Complete this easy-to-follow application that contains both the Personal Disclosure information and the Consent Form for a consumer report. Part II of the application is to be completed by your NMO/IMO authorized personnel
- Provide complete details of any **resident** and **non-resident** licenses on the Application for Contract and Appointment form for the states you intend to do business with Foresters. **If you do business in Connecticut, New Mexico or Massachusetts, you need a fraternal license, a life license is not valid.** Check out the Fraternal License Process document for complete details.
- Please ensure the name in which all compensation is to be paid is *properly licensed*, or, in the case of overrides only, is covered by the states listed in the Override Commission Notice.

STEP 2 PRINT, SIGN and PHOTOCOPY APPOINTMENT REQUIREMENTS

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

STEP 3 FAX ALL PAPERWORK AND REQUIREMENTS FROM STEP 2 TO 1-888-736-3627

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

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

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

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

Questions? Contact a Contract Administrator in Contracting and Compensation Services at 1 877 NAA 4BIZ (1 877 622 4249) press '3', then '5'



Legal First Name

Legal Last Name

**Supplemental Agreement
National Agents Alliance**

In consideration of my appointment as a producing agent under National Agents Alliance ("**NAA**") I, _____, ("**Agent**") agree that NAA will be my exclusive distribution channel for Forester's Life Insurance Company products, (including its successors, assigns and affiliates) (collectively "**Forester's Life**"), during the term of my appointment with NAA and for a period of twelve (12) months following termination of that appointment with NAA. I expressly agree and acknowledge that I will not directly or indirectly obtain any other appointment with Forester's Life during the term of my appointment with NAA and for a period of twelve (12) months following termination of that appointment with Forester's without prior written consent from NAA. I further agree that if I am already contracted with Forester's Life through an entity other than NAA, then I am requesting that Forester's Life cancel that contract with the other entity.

In the event that the provisions of the above paragraph should ever be deemed to exceed the scope, time or geographic limitations of applicable law regarding covenants not to compete, then such provisions shall be reformed to the maximum scope, time or geographic limitations, as the case may be, permitted by applicable laws.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signed this _____ day of _____ 20_____.

Agent Signature

Witness to Agent Signature

National Agents Alliance

Application for Contract and Appointment with Foresters

1. General Information

Producer
 General Agent
 Sole proprietorship
 Partnership
 Corporation

Are you the owner of the corporation? Yes No If yes, what percentage share do you own? _____

Licensed corporate Name, if applicable _____

Gender _____ Title _____ First Name _____ Middle Name _____
 Male Female
 Mr. Mrs. Ms. Miss

Surname _____ Maiden name (or other name used) _____

Social Security Number _____ Birthdate (mm/dd/yyyy) _____

Marital Status _____ Spouse's Name _____

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

Address _____ Suite # _____ City _____

State _____ Zip Code _____ Phone _____

Fax _____ Cell _____

Email Address _____

3. 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? Years _____ Months _____ How long at previous address? Years _____ Months _____

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 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 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? _____

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

9. Declarations

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

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

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

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

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

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

_____ Date (mm/dd/yyyy)

_____ Signature of Applicant

10. Notice, Consent and Authorizations

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

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

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

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

If any adverse decision is made with regard to my application for contracting / appointment, if any, based entirely or in part on the information contained in a consumer report, I understand that I will be notified as to the basis of that decision and given a copy of the report, as well as a summary of my applicable rights. As well, in advising the insurance agency or National/Independent Marketing Organization (NMO/IMO) that recommended me for this application for contracting appointment, of the decision to decline my application for contracting/appointment, Foresters shall have the right to share with the insurance agency or NMO/IMO any information contained in the consumer report or investigative consumer report as it relates to that decision. It is further understood that Foresters is a Vector One subscriber and, upon termination for any reason, any qualifying outstanding debit balance may be immediately reported to Vector One and removed only when the debt has either been paid in full or meets the Vector One threshold.

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

CONSENT STATEMENT

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

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

Date (mm/dd/yyyy)

Signature of Applicant

11. Direct Deposit Authorization

DIRECT DEPOSIT AUTHORIZATION

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

Date (mm/dd/yyyy)

Signature of Applicant

12. a) Anti-Money Laundering Training

Have you taken AML training?

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

12. b) Certification of Anti-Money Laundering Training

CERTIFICATION of ANTI-MONEY LAUNDERING TRAINING

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

Please provide details below:

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

- LIMRA FINRA RegEd sponsored by CUSO
- Other (please provide details in the form of copies of course materials)

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

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

Date (mm/dd/yyyy)

Signature of Applicant

13. New Business

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

- No
- Yes

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

State in which new business was written in:

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

**REPORTING DETAILS
TO BE COMPLETED BY NAA MANAGEMENT**

14. Producer Information

Surname _____ First Name _____

Producer Number _____ Producer Level _____

15. Reporting Hierarchy

Reports Directly To _____

NAA Producer Number _____ Producer Level _____

16. Compensation Details

First Year Commissions (Check one) Annualized As Earned

17. NAA Approval

I have reviewed the above named Applicant's contracting and appointment paperwork and discussed this appointment with the authorized NAA upline and I am aware of nothing which precludes me from reasonably recommending the Applicant for contract / appointment with Foresters.

Date (mm/dd/yyyy)

Signature of Authorized NAA Personnel

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

THE INDEPENDENT ORDER OF FORESTERS 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: _____



NAA MANAGEMENT MARKETING AGREEMENT

THIS **NAA MANAGEMENT MARKETING AGREEMENT** (this "Agreement") is made and entered into as of the _____ day of _____, 20__ 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 _____ (the "Independent Contractor").

WHEREAS, Company and Independent Contractor 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") as well as the rights to be the independent marketing organization for certain insurance products developed by other insurance companies.

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

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 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 the 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 (i) a contract to sell the products of Foresters, F & G and /or other insurance companies through the Company's relationship with such companies, (ii) participation in future production bonus programs of the Company, where applicable, (iii) marketing incentives from time to time made available through the Company, (iv) marketing allowances and access to marketing tools (including, but not limited to Monster.com and Jobseekers.com ads and resumes, www.naaleads.com website use, etc.) and (v) 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 of 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 list and list 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 Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall the Independent Contractor make sure of any such Confidential Information for his own purpose 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 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. Independent Contractor acknowledges and understands that the Company has a relationship with certain insurance companies which is referred to as Master General Agent ("MGA") or Independent Marketing Organization ("IMO") in which the Company recruits and manages agents to sell insurance

for those insurance companies (“the downline agents”) and the Company is “upline” to all such agents (i.e., there is no “upline agent” between the Company and the insurance companies). The Independent Contractor is a downline agent of the Company and is appointed to sell insurance as a general agent of the insurance companies. During the term of this Agreement and 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: (a) contract as a (i) master general agent, (ii) managing general agent, (iii) independent marketing organization (collectively referred to as an “IMO”) with, or (b) 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 (12) 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: (a) 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 Independent Contractor’s provision of services to the Company; or (ii) with whom the Independent Contractor had contact while an Independent Contractor of the Company, or of Company’s affiliates; or, (b) 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. During the period of time Independent Contractor provides services to or for the Company and 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 ever, 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. During the period of time Independent Contractor provides services to or for the Company and 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 for 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 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 of 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 Contract 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, 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 benefits 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 are 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 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 Bonuses 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 of any sum and damages provided under this Agreement, including reasonable attorneys' fees.

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: _____
Andy S. Albright, CEO and President

INDEPENDENT CONTRACTOR:

BY: _____

Printed Name: _____

Title: _____

**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 the 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 (hereinafter referred to as “you”) as an advance of said commissions being earned, subject to the following terms and conditions:

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. Further, excess commission on Universal Life Certificates is not advanced. When the maximum commissionable premium commission advance on a Universal Life Certificate has been cleared, excess commission is paid as earned.
2. Subject to Paragraph 1, 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, on any Certificate up to a calculated annualized commission of \$3500, will then advance to you 80% of the annualized commissions, if any, for such year, to be repaid by your future earned commissions on that Certificate. On any Certificate where the annualized first year commission exceeds the lesser of the approved percentage or \$3500, any commissions above that approved percentage or \$3500 will be paid as earned if and when the remaining premium is paid.
3. If any Certificate lapses or otherwise goes out of force (other than by reason of death), you hereby agree to immediately repay to Foresters the amount of unearned commissions, if any.
4. Foresters may, in its sole discretion, and upon five (5) days written notice by fax or mail to you, terminate the annualization of any and all commissions to you with respect to Certificates put in force thereafter, and all commissions will be payable as earned on those Certificates; or, 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 pursuant thereto.
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.

The General Agent, by execution hereof on the date indicated below, hereby accepts and fully understands the terms and conditions of this Advance Commission Addendum, and acknowledge receipt of a signed copy hereof.

GENERAL AGENT

General Agent Signature

Print or Type Name of General Agent

Title: _____
ONLY if General Agent is a corporation

Date: _____

THE INDEPENDENT OF FORESTERS ACCEPTANCE

By: _____
Signature

Title: _____

Date: _____



OVERRIDE COMMISSION NOTICE

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

Included jurisdictions:

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

Excluded jurisdictions (where active license required):

Georgia	Kentucky	Massachusetts	Montana	New Mexico
New York	Pennsylvania	Utah	Virginia	West Virginia

Additional Conditions

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

Definitions:

- “sell” means to exchange a contract of insurance by any means, for money or its equivalent, on behalf of an insurance company.
 - “solicit” means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company.
 - “negotiate” means the act of conferring directly with, or offering advice directly to, a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract, provided that the person engaged in that act either sells insurance or obtains insurance from insurers for purchasers.
2. ² Override commissions are only allowed to be paid to incorporated insurance agencies in the States of Florida and Wisconsin.
 3. It is the responsibility of the insurance agency or agent to notify Foresters of license details for licenses held in any of the abovementioned excluded states (or the states of Florida and Wisconsin for other than incorporated insurance agencies), or their actual holding or obtainment of a license in any of the above named included jurisdictions.
 4. This Override Commission Notice is effective as of June 1, 2007 and thereafter, unless amended or withdrawn by Foresters at any time in its sole discretion.

FRATERNAL LICENSE PROCESS For Connecticut, Massachusetts and New Mexico

In order to sell life insurance for Foresters and receive compensation in Connecticut, Massachusetts and New Mexico, producers and business entities must hold a fraternal life license and be appointed with Foresters as a fraternal agent, before any sales occur.

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

National Agents Alliance
Foresters Contracting
1206 Maple Ave.
Burlington, NC 27215-6959

3. License fee will be reimbursed by Foresters following placement of first piece of business with Foresters.

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

INDIVIDUAL RESIDENT OR NON-RESIDENT FRATERNAL LICENSE

State	Type of License	License Fee	Payment Made Payable to	Fraternal Application Forms Required and Details
Connecticut	Individual Resident Or Non-Resident	\$ 65.00	Treasurer, State of Connecticut	Connecticut Fraternal License Application found on the Get Appointed page under Fraternal License Process
	Business Entity Resident of Non-Resident			Complete a Connecticut Business Entity Insurance License/Registration Application found on the Get Appointed page under Fraternal License Process
Massachusetts	Individual Resident Or Non-Resident	n/a	Foresters pay the \$ 6.00 Appointment Fee	Complete a Massachusetts Fraternal License Application found on the Get Appointed page under Fraternal License Process
	Business Entity Resident of Non-Resident			In order to apply for a business entity resident of no-resident license contact the Massachusetts Division of Insurance for assistance at (617) 521-7794
New Mexico	Individual Resident Or Non-Resident	\$ 30.00	Note: a \$30.00 Check or Money Order are accepted, Payable to	Complete a New Mexico Fraternal License Application found on the Get Appointed page under Fraternal License Process Note: Producers operating under a corporate name must also obtain a business entity fraternal license in order to receive compensation in that name.
	Business Entity Resident of Non-Resident		New Mexico Public Regulation Commission Insurance Division Forester pays \$23.00 appointment fee	Complete a New Mexico Business Entity Insurance License/Registration Application found on the Get Appointed page under Fraternal License Process Note: Producers operating under a corporate name must also obtain a business entity fraternal license in order to receive compensation in that name.

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