



**PRODUCER APPOINTMENT KIT
Foresters Life Insurance Company**

PRODUCER: _____ DATE: _____ 20_____

PHONE: _____ EMAIL: _____

Please complete the attached packet and sign in ALL places indicated. When all signatures are in place, please attach the following items;

- A copy of your current state license
- A copy of your current E&O
- A **'voided' check** to be used for the EFT of your commissions

**WHEN YOU HAVE THIS PACKET COMPLETE – PLEASE SEND IT TO US USING
ONE OF THE FOLLOWING;**

Email: contracts@donboozer.com

Fax: **1-888-543-0886**

Snail Mail: Don Boozer & Associates
2425 Lillian Miller Parkway
Suite 115
Denton TX 76210

Phone: **1-800-543-0886**

Notes: _____

3 Easy steps to get contracted with Foresters Financial™

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 Financial. **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 Financial.
- Do not complete Part II of the Application for Contract and Appointment with Foresters Financial. 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 Financial GA or Producer Agreement.
- Do not fill in the effective date of agreement. This will be completed by Foresters Financial as it will be the date you are contracted by Foresters Financial. A copy will be returned to you, once it is counter-signed by Foresters Financial officials.
- Include the Foresters Financial Commission Schedule after discussion with your NMO/IMO.
- Provide a photocopy of your E&O certificate, if not covered by CalSurance's Foresters Financial 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: Forward Appointment Requirements from step 2 to your recruiter

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

Connecticut* Louisiana Massachusetts* New Mexico* Pennsylvania

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

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

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

3 Easy Steps General June 2016

Producer Use Only

413144 US (06/16)

Application for Contract and Appointment with Foresters

1. General Information

Producer General Agent Sole proprietorship Partnership Corporation

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

Licensed Corporate Name, if applicable _____

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

Last Name **Maiden Name (or other name used)**

Email Address _____

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

Marital Status _____ Spouse's Name _____

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

Address _____ Suite # _____ City _____

State _____ Zip Code _____ Phone () _____

Fax () _____ Cell () _____

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

Current Address _____ Apt # _____ City _____

State _____ Zip Code _____ Phone () _____

How long at present address? _____ How long at previous address? _____

Previous Address _____ Apt # _____ City _____

State _____ Zip Code _____

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

Account Holder Name _____ Bank Routing Number _____

Account Type Checking Savings Account Number _____

5. License Information (Include information for all states you want to write business in.) (Use section 8. if more space is required.)

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

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 in the US?..... Yes No

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

d. Have you ever been employed/contracted 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 and/or securities license denied, suspended, or revoked by a state insurance department or been the subject of any disciplinary or administrative action, or fined or penalized or are any such proceedings pending?..... Yes No

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

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

i. Have you ever filed for bankruptcy?..... Yes No

If yes, is the bankruptcy active or pending?..... Yes No

If no, in what year was the bankruptcy discharged? _____

j. Are any financial obligations in arrears or in collection? Yes No

If yes, what is the current total amount all of those overdue debts \$ _____

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

9. Declarations

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

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

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

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

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

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

Date (mm/dd/yyyy)

Signature of Applicant

10. Notice, Consent and Authorizations

Notice and Consent Concerning Consumer Reports For Contract and Appointment Application Purposes

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

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

If Foresters requests an investigative consumer report, which would include personal interviews as described above, I understand that I will, through my National/Independent Marketing Organization (NMO/IMO) that recommended me for this application for contracting appointment, receive a second notice indicating that such a report has been requested no later than three days after the request is made to a consumer reporting agency. This additional notice, if issued, will advise me as to my further rights pertaining to investigative consumer reports.

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

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

Consent Statement

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

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

Date (mm/dd/yyyy)

Signature of Applicant

11. Direct Deposit Authorization

Direct Deposit Authorization

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

Date (mm/dd/yyyy)

Signature of Applicant

12. a) Anti-Money Laundering Training

Have you taken AML training?

- Yes, I have taken AML training. Please complete 12. b) Certification of Anti-Money Laundering Training
- No, I have not completed the required AML training.

Foresters will be in touch with you by email following receipt of your contract paperwork and will provide you with instructions about taking the required AML training.

12. b) Certification of Anti-Money Laundering Training

Certification of Anti-Money Laundering Training

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

Please provide details below:

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

- LIMRA FINRA RegEd sponsored by CUSO 360 Training
- Other (please provide details in the form of copies of course materials and certification document)

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

Foresters reserves the right to verify the information outlined herein and to require you to immediately complete appropriate AML training if such training has in fact not been completed within the 12 months preceding the date of this certification. I understand that a false statement or material omission including a failure to provide updated information may disqualify me from consideration for a contract / appointment with the Company as a Producer or result in the subsequent termination for cause of my business relationship with the Company and may cause the Company to report me to an insurance regulator.

Date (mm/dd/yyyy)
Signature of Applicant

13. New Business

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

- No
- Yes

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

State in which new business was written in: _____

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

Reporting Details
To be completed by NMO/IMO Management

14. Producer Information

Last Name _____ First Name _____

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

15. Reporting Hierarchy

NMO Name _____

IMO Name _____ Producer Number _____

Recruiter Name _____ Producer Number _____

16. Compensation Details

Traditional Products (non-PlanRight)

PlanRight (Final Expense)

Foresters Commissions Schedule:

Foresters Commission Schedule:

Commission to be paid weekly (default) or Daily

First Year Commissions (Check one) As Earned or,
 Annualized (Complete and submit Advanced Commission Addendum form with the application)

Notes:

Notes:

17. Recruiter Approval

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

_____ Date (mm/dd/yyyy)

_____ Recruiter Signature

**THE INDEPENDENT ORDER OF FORESTERS
Producer Agreement**

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

1. PURPOSE

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

2. APPOINTMENT AND AGREEMENT

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

You shall not have exclusive rights of solicitation for any product issued by Foresters or for any geographic territory and you agree to obtain and maintain any state insurance license(s) necessary to solicit business on behalf of Foresters. You shall 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 not authorized to recruit licensed producers, or promote life insurance sales through other licensed producers, on behalf of Foresters.

3. RELATIONSHIP

You are an independent contractor and nothing in this Agreement, or any other agreement between you and Foresters, shall be construed to create the relationship of employee and employer between you and Foresters or, if you are a corporation, between any officer, employee, 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 Producer.

4. COMPENSATION

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

5. LIMITATION OF AUTHORITY

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

- a. Accept risks, incur debt or liability or make contracts in the name of Foresters;

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

6. DUTIES

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

- a. To 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.
- 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 Producer by Foresters for use.
- f. To provide reasonable access during normal business hours to any location, from which Producer conducts its business and provides services to Foresters pursuant to this Agreement, to auditors designated in writing by Foresters for the purpose of performing audits for Foresters. Foresters shall give reasonable advance written notice of an audit and include in that notice the matters that it will audit. Producer shall provide the auditors any assistance they may reasonably require. Such auditors shall have the right during normal business hours to audit any business record, activity, procedure, or operation of Producer that is reasonably related to the business marketed under this Agreement, including the right to interview any personnel involved in providing or supporting such responsibilities.
- g. To comply with all applicable laws and regulations impacting the use and disclosure of private information. In respect thereof, the Producer 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 Producer who need to use the information in connection with underwriting, claims administration or other servicing of Products and/or services for a particular Consumer or member; 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 Producer's control.

- h. Use the Foresters Story and/or member benefits as an inducement in the solicitation for or sale of securities or securities products.

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 This shall include any monetary fines or forfeitures, and associated administrative costs, imposed by any regulatory body by order or decree. 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 5 days after mailing.

10.2 Automatic Termination

This Agreement will automatically be terminated immediately 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 your:

- a. material violation of any of the terms of this Agreement , including, but not limited to, the limitations of Authority and Duties therein, 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; or,
- e. providing confidential information or materials including member information acquired from Foresters to any competitor or potential competitor.

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

11. ERRORS AND OMISSIONS INSURANCE

You agree to obtain and maintain errors and omissions insurance coverage providing for each policy period: minimum coverage of \$1,000,000 for each claim; \$1,000,000 claims aggregate; and, 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.

12. ARBITRATION

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

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

13. ENTIRE AGREEMENT

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

14. WAIVER

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

15. ASSIGNMENT

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

16. GOVERNING LAW

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

17. SEVERABILITY AND SURVIVABILITY OF CONTRACTUAL PROVISIONS

All rights of Foresters will survive the termination of this Agreement and, notwithstanding the foregoing, Sections 6g, 7, 8, 9 and 12 shall survive the termination of this Agreement.

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

19. DUPLICATE ORIGINALS

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

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

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

Witness

Producer Signature

Print or Type Name of Producer

Title: _____
ONLY if Producer is a corporation

Date: _____

The Independent Order of Foresters

By: _____
Signature

Title: _____

Date: _____

Important Notice:
Please read before writing any Foresters Financial™ business

Point of Sale Business

Foresters Financial will send you a “welcome” email the same day we start the contracting process. When we send out this welcome email, we also send a notice to Apptical - our POS tele-interviewing partner. The update to the Apptical system takes place overnight. So, when you receive a “welcome” email, you can take this as a signal that you can call Apptical to conduct a POS interview **the day after you receive your “welcome” email.**

State Solicitation Rules

Any business written prior to a producer being licensed or, any business written during a gap between a license expiry date and license renewal date where a producer did not hold an active license, cannot be processed by Foresters Financial and the business will be refunded and returned to the applicant.

Producers are not permitted to solicit business for Foresters Financial in a Strict State, per list below, prior to being licensed, contracted and appointed with Foresters Financial. Any business that is written prior to the producer being contracted and appointed cannot be issued and the new business application will be cancelled and any monies collected and submitted with the new business application will be refunded to the applicant.

Strict States				
Connecticut*	Louisiana	Massachusetts*	New Mexico*	Pennsylvania

*Fraternal states require a fraternal license as life licenses are not valid in a fraternal state. Refer to the Fraternal License Process document for details.

Producers can write business in non-strict states, prior to Foresters Financial approval for contract, however that business will not be issued for delivery by the producer nor will any commissions be paid to the producer for that business until the producer is approved, contracted and appointed by Foresters Financial. In the event a producer’s application for contract is declined or not proceeded with (NPW), and that producer has written business, that pending business cannot be processed and the new business application will be cancelled and any monies collected and submitted with the new business application will be refunded to the applicant.

Producers who are already contracted and later go on to obtain an additional resident/non-resident license in a strict state in which they are not yet appointed by Foresters Financial, are not permitted to solicit business for Foresters Financial in that strict state, until they are appointed in that state. Any business that is written prior to being appointed cannot be issued and the new business application will be cancelled and any monies collected and submitted with the new business application will be refunded to the applicant.

Override Commission Notice

As determined by Foresters Financial™, 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 Financial 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 Financial and subject to the following additional conditions.

Included jurisdictions:

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

Excluded jurisdictions (where active license required):

Florida ² Georgia Massachusetts New Mexico Pennsylvania 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. ²Incorporated insurance agencies in the State of Florida do not have to be licensed to receive override commissions. If your agency is not incorporated you will require a resident or non-resident license to receive overrides.
3. It is the responsibility of the insurance agency or agent to notify Foresters Financial of license details for licenses held in any of the abovementioned excluded states (or the State of Florida 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 Financial at any time in its sole discretion.

Fraternal License Process

For Connecticut, Massachusetts and New Mexico

In order to sell life insurance for Foresters Financial™ and receive compensation in Connecticut, Massachusetts and New Mexico, producers and business entities must hold a fraternal life license and be appointed with Foresters Financial 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:

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

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

Foresters Financial 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.

State	Type of License	License Fee	Payment Made Payable to	Fraternal Application Details and Forms Required
Connecticut	Individual Resident or Non-Resident	\$130.00	Treasurer, State of Connecticut	Complete a Connecticut Fraternal License Application found on the Get Contracted page under Fraternal License Process.
	Business Entity Resident or Non-Resident			Complete a Connecticut Business Entity Insurance License/Registration Application found on the Get Contracted page under Fraternal License Process.
Massachusetts	Individual Resident or Non-Resident	n/a	Foresters pays \$6.00 appointment fee	Complete a Massachusetts Fraternal License Application found on the Get Contracted page under Fraternal License Process.
	Business Entity Resident or Non-Resident			In order to apply for a business entity resident or non-resident license, contact the Massachusetts Department of Insurance for assistance at 617 521 7794.

New Mexico	Individual Resident or Non-Resident	\$ 30.00	Note: A \$30.00 Check or Money Order are accepted payable to: Office of Superintendent of Insurance	Complete a New Mexico Fraternal License Application found on the Get Contracted page under Fraternal License Process. Note: Producers operating under a corporate name must also obtain a business entity fraternal license in order to receive compensation in that name.
	Business Entity Resident or Non-Resident			Foresters pays \$20.00 appointment fee

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