

## R.F.S.

### Rosenthal Financial Services, LLC

401 Whatley Rd – Griffin, Georgia 30224 Phone 770-968-5757 – Fax 770-968-2657 – 1-877-968-5757 www.RealFastService.com

# PLEASE READ THIS, WE DO NOT WANT TO SEND THIS CONTRACT BACK TO YOU.

No one is going to complete this contract for you, you must complete it yourself.

Please Print Clearly.

Please send a copy of your license for each state you plan to write business in.

There is a Check List attached.
Did you COMPLETE Contract and Appointment Application (Parts 1-15)?
Did you COMPLETE the W-9?
Did you sign the General Agent Agreement?
Did you sign the Advance Commissions Addendum?
Did you enclose a Voided Check for EFT?
Did you include a copy of your Resident Insurance License, Non-Resident License for all states you plan to conduct business in, and for the following state(s): Georgia, Kentucky, Massachusetts, Montana, New Mexico, New York Pennsylvania, Utah, Virginia, and West Virginia if intend to recruit there?
If in Connecticut, Massachusetts, and New Mexico did you included a copy of your Fraternal Life License?
State appointment fee (Send in appointment fee if selling in CT, & NM).
Did you SEND IN A COPY OF VOLID E&O?





### 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 <u>resident</u> and <u>non-resident</u> 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 <u>not</u> 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 <u>not</u> 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: 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 <u>in advance</u> of your first sale in any of the following strict states.

Connecticut\* Louisiana Massachusetts\* New Mexico\* Pennsylvania

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.

NMO January 2012

Producer Use Only

<sup>\*</sup>Fraternal states require a fraternal license as life licenses are not valid in a fraternal state.



### Commission Schedule – PLRAGT11 Effective July 30<sup>th</sup> 2012

### **Rates of Commission: Final Expense Whole Life Product**

This Schedule shall form part of the General Agent Agreement. Commission rates stated in this or any General Agent Commission Schedule are payable to the General Agent (GA) only on production written by the GA, based on the GA Commission Schedule in effect as of the Certificate application signed date.

### **GRADED BENEFIT WHOLE LIFE / IMMEDIATE BENEFIT WHOLE LIFE**

FIRST YEAR RATES Issue Age 50-80	FIRST YEAR RATES Issue Age 81-85	RENEWAL RATES Year 2	RENEWAL RATES Years 3-5	RENEWAL RATES Years 6-10	RENEWAL RATES Years 11+
105.00%	75.00%	5.25%	5.25%	3.50%	1.20%

### MODIFIED BENEFIT WHOLE LIFE

FIRST YEAR RATES	RENEWAL RATES Years 2-5	RENEWAL RATES Years 6-10	RENEWAL RATES  Years 11+
47.50%	2.75%	2.00%	1.20%

### First-year Annualized Commissionable Premium

The first-year annualized commissionable premium is the annualized first-year premium. The policy fee for Plan Right sold through VSOP is non-commissionable.

### First Year Commission Calculation - Life Products

First year compensation on life Certificates will be paid at issue when the Certificate is issued standard as applied for and has the appropriate Cash with Application (CWA – as defined by Certificate Services – see Toolkit on Foresters' website). First year compensation on cases with outstanding requirements such as life amendments, premium shortages greater than \$1.00, as well as COD cases will be paid upon submission of the outstanding requirements. First premium on PAC (FPOP) – If there is an Advance Commission Addendum in effect; commission is advanced when PAC is applied.

### First Year Commission Chargebacks

First year commissions are deducted in the current month on insurance products for losses processed at Foresters due to first-year lapses, cancellations, product not taken and first-year surrenders.

If the GA has signed an Advance Commission Addendum ("Addendum") and commissions have been advanced on a life Certificate issued on or after the effective date of the Addendum (defined as the date that Foresters processed the Addendum) and pursuant to the terms

thereof, the GA shall repay immediately to Foresters an amount equal to the difference between commissions advanced less the portion of commissions earned based on premiums paid to Foresters.

If the GA's signed Advance Commission Addendum is revoked by Foresters, then commissions on Certificates issued on or after the effective date of that revocation shall, subject to the provision for Non-Accidental Death in First year below, be deemed to have been earned on the date that a premium is received by Foresters and credited to the GA's account, and shall not be charged back on any Certificate that goes out of force (other than product not taken) in the first twelve months of the first Certificate year.

If the GA has not signed an Advance Commission Addendum, commissions shall, subject to the provision for Non-Accidental Death in First Year below, be deemed to have been earned on the date that a premium is received by Foresters and credited to the GA's account, and shall not be charged back on any Certificate that lapses or otherwise goes out of force (other than product not taken) in the first twelve months of the first certificate year.

### Indebtedness

It is understood and agreed that you shall be responsible to Foresters for your indebtedness owed by you, as well as for the indebtedness of your licensed Producer, if any, whether or not termination of such licensed Producer occurs. If at any time your commission account with Foresters is negative, the total negative amount will be applied as follows in that order towards the indebtedness until both a. and b. below are reduced to a zero balance:

- a) 100% of your total first year and renewal commissions to your personal production indebtedness.
- b) Foresters reserves the right to apply up to 100% of your first year, renewal and any other commissions to your indebtedness for any licensed Producers.

### Non-Accidental Death in First Year

For Plan Right Modified Death Benefit (PRML) and Plan Right Graded Death Benefit (PRGL), any first year Non-Accidental Death will generate a 100% commission chargeback (i.e. all commissions are considered not earned and are reversed) to the writing agent and the uplines.

For Plan Right Level Death Benefit (PRWL), no commissions are charged back on Non-Accidental Deaths.

### **Pre-paid Premiums**

First year compensation is not payable on premiums that are pre-paid for future renewal year premium payments. Where applicable, renewal commissions will be paid on those premiums as they are allocated to each Certificate year.

### Reinstatements

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

### Controlled Business

All business written on an agent's own life, their spouse/partner or their children/step-children is considered "controlled" business. Likewise, all business written whereby the agent is the payor, policy owner or beneficiary will also be considered "controlled" business.

For all "controlled" business, the commissions will be paid out **as earned** regardless of your compensation arrangement.

### **Replacement Rules**

A Certificate is regarded as a replacement Certificate if it meets the definition of "Replacement" set out in state regulation and Foresters written policies.

First year compensation from replacements of any business from products provided by Foresters is based on the increase in annualized commissionable premium only. This is applicable to all replacements identified as such at the time of submission and for partial or full term conversions where the old Certificate has been in force for less than 24 months. Any Certificate that is issued within 13 months of a lapsed Certificate on the same life (either pre- or post-application date) will be considered a replacement and first year compensation will be reduced. No first year compensation is paid on internal rollover money. Additional compensation rules regarding Replacement Rules can be found on Foresters' website.

#### **Returned Premiums**

If Foresters returns a premium or part thereof to the insured for any reason, the GA shall waive all right to the commission, if any, relating thereto and shall repay to Foresters any commission received in respect thereof.



Commission Schedule – MGA1 Effective July 14, 2014

Rates of Commission: Individual Insurance Plans, Riders & Benefits

This Schedule shall form part of the General Agent Agreement. Commission rates stated in this or any Producer Commission Schedule are payable to the Producer only on production written by the Producer, based on the Producer Commission Schedule in effect as of the Certificate application signed date.

### First-year Annualized Commissionable Premium

The first-year annualized commissionable premium is the annualized first-year target premium for Universal Life and the annualized first year premium on all other insurance products, except for the following situations:

- The policy fee on medically underwritten policies is non-commissionable.
- Producers will be compensated on staff discounted business (business written on Foresters employees) based on 50% of applicable first year commissions.
- On Foresters Universal Life Plans, the first year compensation is based on the
  annualized target premium unless both the annualized minimum premium and the
  annualized planned premium are less than the annualized target premium in which
  case it is whatever is greater: the annualized minimum premium or the annualized
  planned premium.
- The Universal Life excess premium is the first year premium paid in excess of the first year annualized commissionable premium on Universal Life Certificates.
- Compensation on the PUAR deposit is paid when the payment is processed at Foresters House. Internal rollovers to PUAR are not compensated.

### First Year Commission Calculation - Life Products

First year commission on life Certificates will be paid upon processing of first premium when the Certificate is issued standard as applied for and has the appropriate Cash with Application (CWA – as defined by Certificate Services – see Toolkit on Foresters website). First year compensation on cases with outstanding requirements such as life amendments, premium shortages greater than \$5.00, as well as COD cases will be paid upon submission of the outstanding requirements.

Compensation for Certificates paid quarterly or semi-annually will be paid as earned regardless of your compensation arrangement.

### First Year Commission Chargeback Schedule - Single Premium Whole Life

Months Premiums Paid	Chargeback % of first year commission
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	50%
8	50%
9	50%

10	25%
11	25%
12	25%

### First Year Commission Chargebacks - Other Life Products

Unearned first year commission is deducted when first-year lapses, cancellations, product not taken and first-year surrenders are processed by Foresters. First year commission on Universal Life excess premium is deducted when Universal Life excess premium payment reversals are processed by Foresters.

If the Producer has signed an Advance Commission Addendum ("Addendum") and commission has been advanced on a life Certificate issued on or after the effective date of the Addendum (defined as the date that Foresters processed the Addendum) and pursuant to the terms thereof, the Producer shall repay immediately to Foresters an amount equal to:

• The commission advanced less the portion of commission earned based on premiums paid to Foresters.

If the Producer's signed Advance Commission Addendum is revoked by Foresters, then commission on Certificates issued on or after the effective date of that revocation shall be deemed to have been earned on the date that a premium is received by Foresters and credited to the Producer's account.

If the Producer has not signed an Advance Commission Addendum, commission shall be deemed to have been earned on the date that a premium is received by Foresters and credited to the Producer's account.

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

A three-year chargeback schedule for any Face Amount decreases is imposed on Universal Life Certificates. Decreases in Face Amount made in the:

- 1) First certificate year will be subject to a 100% chargeback for the decreased portion;
- 2) Second certificate year will be subject to a 66% chargeback for the decreased portion and;
- 3) Third certificate year will be subject to a 33% chargeback for the decreased portion.

### Non-Accidental Death in First Year

For Foresters Prepared Accidental Death Term Insurance products, any first year deaths identified as Non-Accidental Death will generate a 100% commission chargeback (i.e. all commission is reversed) to the writing agent and the uplines. There is no chargeback for deaths identified as Accidental Deaths.

### Indebtedness

It is understood and agreed that you shall be responsible to Foresters for your indebtedness owed by you, as well as for the indebtedness of your licensed producer, if any, whether or

not termination of such licensed producer occurs. If at any time your commission account with Foresters is negative, the total negative amount will be applied as follows in that order towards the indebtedness until both a. and b. below are reduced to a zero balance:

- a) 100% of your total first year and renewal commission to your personal production indebtedness.
- b) Foresters reserves the right to apply up to 100% of your first year, renewal and any other commission to your indebtedness for any licensed producers.

### Plan Increases

On Foresters non-UL traditional plan increases, first year compensation is based on the increase in annualized premium only. First year compensation is paid on UL increases where specific conditions exist, as outlined in the guidelines found under "Face Amount Increases" on Foresters website.

### **Pre-paid Premiums**

First year compensation is not payable on premiums that are pre-paid for future renewal year premium payments. Where applicable, renewal commission will be paid on those premiums as they are allocated to each Certificate year.

### Reinstatements

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

### **Controlled Business**

All business written on an agent's own life, their spouse/partner or their children/step-children is considered "controlled" business. Likewise, all business written whereby the agent is the payor, policy owner or beneficiary will also be considered "controlled" business. For all "controlled" business, commission will be paid as earned regardless of your compensation arrangement.

### **Replacement Rules**

A Certificate is regarded as a replacement Certificate if it meets the definition of "Replacement" set out in state regulation and Foresters written policies.

First year compensation from replacement of any business from products provided by Foresters is based on the increase in annualized commissionable premium only. This is applicable to all replacements identified as such at the time of submission and for partial or full term conversions where the old Certificate has been in force for less than 24 months. Any life Certificate that is issued within 13 months of a lapsed life Certificate on the same life insured (either pre- or post-application date) will be considered a replacement and first year compensation will be reduced. No first year compensation is paid on internal rollover money. Additional compensation rules regarding Replacements can be found on Foresters website.

### **Returned Premiums**

If Foresters returns a premium or part thereof to the insured for any reason, the Producer shall waive all right to the commission, if any relating thereto and shall repay to Foresters any commission received in respect thereof.

This applies to, but is not limited to, Certificate rescissions that may occur in any policy year.

LIFE INSURANCE PRODUCTS - All states other than New York

Product	First Year	Renewal Years 2	Renewal Years 2 - 3	Renewal Years 2 - 5	Renewal Years 2 – 10	Renewal Years 3 – 10	Renewal Years 4 – 10	Renewal Years 6 – 10
LifeFirst 10 Yr Term – Medical	84.00%							
LifeFirst 20 / 25 / 30 Yr Term – Medical	95.00%							
LifeFirst 20 / 25 / 30 Yr Term - Non Medical	110.00%							
Smart UL Target	95.00%			1.75%				
Smart UL Excess	1.75%							
Prepared Accidental Death Term (General States)	110.00%				1.50%			
Prepared Accidental Death Term (Alternate States)	87.00%							
Your Legacy SPWL	13.50%							
Advantage Plus Pay 100* – Simplified Issue	90.00%	10.00%				2.25%		
Advantage Plus Pay 100* – Fully Underwritten	90.00%		10.00%				6.00%	
Advantage Plus 20 Pay*	65.00%				2.25%			
Term 10 Rider	70.00%				2.25%			
Term 20 Rider	85.00%				2.25%			
PUAR (Single and Flexible) Payments			2.00% for	each payme	ent in all cert	ificate years		

<sup>\*</sup> Commission Capped - Maximum commission age is 65 for Advantage Plus



### LIFE INSURANCE PRODUCTS – New York state only

Product	First Year	Renewal Year 2	Renewal Years 2 – 10	Renewal Year 3	Renewal Year 4	Renewal Years 4 – 5	Renewal Years 4 – 6	Renewal Year 5	Renewal Year 6	Renewal Years 6 – 10	Renewal Year 7	Renewal Years 8 - 10
LifeFirst 10 Yr Term – Medical	85.00%											
LifeFirst 20 / 25 / 30 Yr Term – Medical	91.00%	15.00%		2.00%								
LifeFirst 20 / 25 / 30 Yr Term - Non Medical	91.00%	15.00%		15.00%		9.00%			3.00%			
Smart UL Target	90.00%	15.00%		15.00%	6.00%			1.75%				
Smart UL Excess	1.75%											
Your Legacy SPWL	13.50%											
Advantage Plus Pay 100* – Simplified Issue	90.00%	15.00%		15.00%	12.00%			4.00%		2.25%		
Advantage Plus Pay 100* – Fully Underwritten	90.00%	15.00%		15.00%			12.00%				6.00%	6.00%
Advantage Plus 20 Pay*	65.00%		2.25%									
Term 10 Rider	70.00%		2.25%									
Term 20 Rider	85.00%		2.25%									
PUAR (Single and Flexible) Payments				2.00%	for each p	ayment ir	all certifi	cate years	S			

<sup>\*</sup> Commission Capped - Maximum commission age is 65 for Advantage Plus



### **Application for Contract and Appointment with Foresters**

☐ Producer	☐ General Agent	☐ Sole proprietorship	☐ Partnership	☐ Corporation
Are you the owner of the	corporation?	es □ No If yes,	what percentage share	do you own?
Licensed Corporate Name	e, if applicable			
Gender Tit	tle	First Name	Middle N	ame
□ Male □ Female □	Mr. □ Mrs. □ Ms. □ Miss			
Last Name		Maiden Name (or other	name used)	
Email Address				
Social Security Number		Birthdate (mm/dd/yyy	/y)	
Marital Status		Spouse's Name		
2. Business Address (Plea	ise note, P.O. Boxes are not acce	ptable.)		
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 (	)	
- '	5?			
		·	City	
	Zip Code			
•	Include a voided sample check w			
2.	ng 🗆 Savings	Account Number		
	nclude information for all states			
State Effective D		, ,	31	se Number
			dent ⊔ Non-Kesident j	

6. Errors and Omis	ssions Coverage	verage? □ Yes	(If yes, attach proof of current cov	erage and provide complete	details)
Coverage Amount		□No	(If no, have you applied for Foreste Carrier Name		Yes No)
to all producers contr	racted with Forest	ers. For detail	amount of \$1 million. Foresters and access to CalSurance's eanfo@Calsurance.com or call Cal	sy on-line enrollment, ple	ease go to their
			our behalf ever been declined, c s, provide complete details in A		
7. Personal Disclos	sure Profile				
a. List other business	or personal names	s used in the fi	inancial services sector in the la	st 5 years.	
		(Corporation	, business style, trade name or ρ	oartnership)	
b. Driver's License Nu	ımber			Issuing State	
If you answer "yes" to requested in connect	o any of the follow ion with your anti	ving questions cipated sale of	<u>, provide details</u> in Additional Ir f insurance products.	nformation Section below	. Such disclosures are
If yes, indicate the	name through wh	ich this busine	or submitted business to Forestons was submitted.		
e. Have you ever beer	n charged with, co	nvicted of, or	pled guilty or no contest to a fe	lony or misdemeanor or	
f. Have you ever had	an insurance and	or securities l	icense denied, suspended, or rev or administrative action, or fine	oked by a state insurance	e
			y insurance company?		
If yes, is the bankru	uptcy active or per	nding?			
j. Are any financial o	bligations in arrea	rs or in collect	ion?		🗆 Yes 🗆 No
If yes, what is the o	current total amou	ınt all of those	e overdue debts \$		
8. Additional Infor	mation From P	revious Sect	<b>tions</b> (Indicate the question numb	er you are responding to.)	
9. Declarations					
I expressly hereby decla respect, as of the date o		ion I have provi	ded in this Application for Contract	t / Appointment is complete	and accurate in every
			and instructions on this document rmination if I give false or misleadi		ue and complete to the
			fy my background information usin ns, and any other information relev		
I understand and agree	that I must execute	and deliver the	enclosed consent and authorization	n to the Company.	
			ompany within 10 business days, she to sell life insurance and health in		the information provided
	ment with the Comp	pany as a Produ	cluding a failure to provide updated cer or result in the subsequent tern an insurance regulator.		
	Date (mm/dd/	уууу)		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.

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

Date (mm/dd/yyyy)	Signature of Applicant

### 11. Direct Deposit Authorization

### **Direct Deposit Authorization**

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

Date (mm/dd/yyyy)	Signature of Applicant

12. a) Anti-Money Laundering Training
Have you taken AML training?
☐ Yes, I have taken AML training. Please complete 12. b) Certification of Anti-Money Laundering Training
□ No, I have not completed the required AML training.
Foresters will be in touch with you by email following receipt of your contract paperwork and will provide you with instructions about taking the required AML training through LIMRA.
12. b) Certification of Anti-Money Laundering Training
Certification of Anti-Money Laundering Training
Pursuant to United States regulatory requirements for insurance producers to complete anti-money laundering (AML) training, I certify that I have completed the required AML training within the 12 months preceding the date of this certification.
Please provide details below:
(i) I have completed the required AML training through: (check as applicable)
☐ LIMRA ☐ FINRA ☐ RegEd sponsored by CUSO ☐ 360 Training
Other (please provide details in the form of copies of course materials and certification document)
(ii) Approximate date (month and year) of most recent completion of AML training:
Foresters reserves the right to verify the information outlined herein and to require you to immediately complete appropriate AML training if such training has in fact not been completed within the 12 months preceding the date of this certification. I understand that a false statement or material omission including a failure to provide updated information may disqualify me from consideration for a contract / appointment with the Company as a Producer or result in the subsequent termination for cause of my business relationship with the Company and may cause the Company to report me to an insurance regulator.
Date (mm/dd/yyyy) Signature of Applicant
13. New Business
Have you written any Foresters new business that you have submitted or will be submitting?
□ No
□ Yes
Application signed date for the earliest piece of new business written:
State in which new business was written in:
Has new business been submitted to Foresters for processing? ☐ Yes ☐ No



### **Debit-Check Agent/Agency Authorization Form**

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

### **AGENT/AGENCY'S STATEMENT - READ CAREFULLY**

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

siled of otherwise removed.
SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):
(A) Authorize the Company to use My Information for purposes of conducting a commission related debit ance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion owing the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debiteck.
(B) Authorize the Company to consider the results of the commission related debit balance screening in er to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an arance producer.
(C) Authorize and direct Vector One to receive and process My Information as necessary to intentionally close and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.
(D)Authorize the Company to submit My Information to the Debit-Check service in the event of termination expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit ance is owed to the Company.
(E) Authorize and direct Vector One to receive and process My Information and intentionally disclose to Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance eening, which will contain My Information, to the extent a debit balance is owed.
ent/Agency Printed Name:
nature: Date:
FOR COMPANY USE ONLY
REED AND ACKNOWLEDGED BY COMPANY:
me of Company:

Signature:

Name and Title: \_

# 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	
NMOName Cliff Williams - LPI	
IMO Name <u>Greg Rosenthal - R</u>	R.F.S. Producer Number <u>513143</u>
Recruiter Name	Producer Number
16. Compensation Details	
LifeFirst Level Term Life & BIG UL	PlanRight (Final Expense)
Foresters Commissions Schedule:	Foresters Commission Schedule:
MGA1 -110%	PLRAGT11 - 105%
Commission to be paid weekly (default) or	□ Daily
First Year Commissions (Check one)	<ul> <li>□ As Earned or,</li> <li>□ Annualized (Complete and submit Advanced Commission Addendum form with the application)</li> </ul>
Notes:	Notes:
17. Recruiter Approval  I have interviewed the above named Applicant a contract / appointment with Foresters.	and I am aware of nothing which precludes me from reasonably recommending the Applicant for
Date (mm/dd/yyyy)	Recruiter Signature

# Form (Rev. October 2007) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

2.	Name (as shown on your income tax return)				
ı page	Business name, if different from above				
t or type structions on	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=pa ☐ Other (see instructions) ▶			Exempt payee	
Print or type Specific Instructions	Address (number, street, and apt. or suite no.)  City, state, and ZIP code	Requester's	name and ac	ddress (optional)	
See	List account number(s) here (optional)				
Par	Taxpayer Identification Number (TIN)				
backu alien,	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 up withholding. For individuals, this is your social security number (SSN). However, for a resole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity employer identification number (EIN). If you do not have a number, see How to get a TIN o	sident ies, it is	Social secur	or	
	If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.	Э	Employer ide	entification number	
Par	t II Certification	·			
Under	penalties of perjury, I certify that:				
1. Th	ne number shown on this form is my correct taxpayer identification number (or I am waitin	g for a numl	per to be iss	sued 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 ▶

### **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 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 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.

- (i) If you do not have licensed producers: you fail to clear any Indebtedness carried forward in your commission account with Foresters owed by you, as determined in Section 11 of this Agreement, within the time prescribed upon notice of demand: or.
- (ii) If you have licensed producers or had licensed producers with current Indebtedness: you fail to clear any Indebtedness carried forward in your commission account with Foresters owed by you for either personal production or licensed producers, as determined in Section 11 of this Agreement, within the time prescribed upon notice of demand."

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 10.3 f. 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, 11and 13 shall survive the termination of this Agreement.

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

### 19. DUPLICATE ORIGINALS

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

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

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

indicated below.	
Witness	General Agent Signature
	Print or Type Name of General Agent
	Title:ONLY if General Agent is a corporation
	Date:
	The Independent Order of Foresters
	By: Signature
	Title:
	Date



### ADVANCE COMMISSION ADDENDUM TO THE GENERAL AGENT AGREEMENT

#### **BETWEEN**

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

- and -

(	("General Agent")

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

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

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

- 1. For the purposes of this Addendum, the term "Certificates" does not include annuities. Commissions on annuities are only paid when the premium is remitted to and processed at Foresters. Furthermore, if premium payment for any Certificate is made by any mode other than monthly PAC, commission will be paid to the General Agent as earned. This will be effective with the initial premium payment or any subsequent payments thereafter if payment mode is changed from monthly. 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. If premium payment for any Certificate is made by any mode other than monthly PAC, commission will be paid to the general Agent as earned. This will be effective with the initial premium payment or any subsequent payments thereafter if payment mode is changed from monthly.
- 2. When a Certificate is put in force according to the records of Foresters and the first premium has been remitted, Foresters will calculate the applicable commission for the first Certificate year, in accordance with these terms and conditions and the Commission Schedule in effect as of the application signed date, and will then advance to General Agent at the percentage specified and approved by the SGA below of the annualized commissions as calculated by Foresters, and for first year personal commission, up to a maximum dollar amount specified and approved by the SGA below per Certificate ("Certificate Cap Amount"), both as approved herein by General Agent's SGA. Annualization is subject to a total maximum advance of unearned annualized commissions ("Maximum Advance") on all Certificates at 10 times the certificate cap amount as approved by the Producer's SGA. When the Maximum Advance has been reached, any Certificates issued thereafter shall be paid on an as earned basis, subject to the Maximum Advance subsequently falling below the allowable amount. When the Maximum Advance falls below the allowable amount, any certificate issued thereafter will be paid on an annualized basis, subject to the Maximum Advance again being reached.

- 3. On any Certificate where the commission exceeds the lesser of the percentage or approved dollar amount to be paid as annualized, any commission above that approved percentage or dollar amount will be paid as earned if and when the remaining premium is paid.
- 4. If any Certificate lapses or otherwise goes out of force (other than by reason of death), you hereby agree to immediately repay Foresters the amount of unearned commissions, if any.
- 5. Foresters may, in its sole discretion and upon written notice by electronic transmission (email) or fax to the General Agent, immediately terminate the annualization of any and all commissions to the General Agent with respect to Certificates put in force thereafter, and all commissions will be payable as earned on those Certificates; or, Foresters may otherwise modify the terms and conditions of this Advance Commission Addendum by the same means. Any modifications will only affect Certificates issued on or after the effective date of the change.
- 6. This Advance Commission Addendum shall form a part of the Agreement and incorporated therein, and all the terms and conditions of the Agreement and any supplements or Commission Schedules to it shall remain in full force and effect unless specifically modified in this Commission Advance Addendum.
- 7. 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 acknowledges receipt of a signed copy hereof.

General Agent Signature	Print or Type Name of General Agent		
Date	Title, ONLY if General Agent is a corporation		
Supervising General Agent Approval is requ	ired for both:		
A) Maximum Percentage Advance:%	B) Maximum Dollar Advance: \$2,000.00		
	Greg Rosenthal - R.F.S.		
SGA's Signature	Type or Clearly Print Name of Signing SGA		
	513143		
Date	Foresters Agent Code of Signing SGA		
The Independent Order of Foresters Acceptance			
By:			
Signature			
Title:			
Date:			



# Important Notice: Please read before writing any Foresters business

### **Point of Sale Business**

Foresters 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 and the business will be refunded and returned to the applicant.

<u>Producers are not permitted to solicit business for Foresters in a Strict State</u>, per list below, prior to being licensed, contracted and appointed with Foresters. 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

<sup>\*</sup>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 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. 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, are not permitted to solicit business for Foresters 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 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:

3
ont
ington
onsin
ning

Excluded jurisdictions (where active license required):

Florida <sup>2</sup>	Georgia	Kentucky	Massachusetts	Montana
New Mexico	Pennsylvania	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. <sup>2</sup>Incorporated 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 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 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 <u>must</u> 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:

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

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.

State	Type of License	License Fee	Payment Made Payable to	Fraternal Application Details and Forms Required
Connecticut	Individual Resident or Non-Resident Business	\$130.00	Treasurer, State of Connecticut	Complete a Connecticut Fraternal License Application found on the Get Contracted page under Fraternal License Process.  Complete a Connecticut Business
	Entity Resident or Non-Resident			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.

January 2012 Producer Use Only Page 1 of 2

New Mexico	Individual Resident or Non-Resident	\$ 30.00	Note: A \$30.00 Check or Money Order are accepted payable to: New Mexico Public	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		Regulation Commission Insurance Division  Foresters pays \$20.00 appointment fee	Complete a New Mexico Business Entity Insurance License/Registration 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.

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

### Debit Balance & Advance Commission Agreement (Choice of Law-Georgia)

(Choice	of Law-Georgia)						
This Agreement is by and between R.F.S. LLC, Mark, Matthew, and Greg Rosenthal, collectively known as THE ROSENTHALS, with their principal place of business in Clayton County in the state of Georgia and, with his/her/it's principal place of business in (hereinafter called "Agent"). This agreement shall be applicable to every insurance company with whom the undersigned Agent is contracted and/or appointed and one of THE ROSENTHALS is the Agent's upline.							
with all insurers, if any agent desires to be exempt from	THALS, R.F.S. LLC, all current personal liens as well as debts escrow account or bond to guarantee payment of any future ng, if eligible, from insurance companies represented through						
Now therefore, for good and valuable consideration, the parties do hereby agree as follows:	e receipt and sufficiency of which is hereby acknowledged, the						
LLC, the sum of any indebtedness resulting from fees, chargebacks of any kind, interest or any ot 2. Within thirty (30) days of written notice of demainsurance company for payment of any indebted R.F.S. LLC, Agents agrees to immediately pay it 3. Agent also agrees and understands any unearned payment in the event demand has been made for regardless or cause, Agent agrees to immediatel 4. In the event an insurer holds ONE OF THE RO Agent indebtedness, or any other fees, or monie ROSENTHALS, R.F.S. LLC, find in necessary reasonable legal fees and court cost incurred by ROSENTHALS, R.F.S. LLC, harmless from an necessary to refer this matter to a collection depcomplaint to the Department of Insurance regarbe added to the principal balance, to cover COL 5. Agent aggress to assign, without contest, any copresent and future, to THE ROSENTHALS, R. remains after 90-days of the debt occurrence, A cleared.  6. Both parties agree the enforcement of this Agre of CLAYTON County, GEORGIA and constructions.	and to the agent's last mailing address on record with ness to the insurance company and/or THE ROSENTHALS, indebtedness in full, by cash, money order, or certified funds. It commissions and renewals are not an acceptable form of any indebtedness. Any case involving a refund of premium, y remit payment, in full, to clear indebtedness.  SENTHALS, R.F.S. LLC, financially responsible for any sas a result of past indebtedness and One Of THE to enforce payment through legal action, Agent agrees to pay THE ROSENTHALS, R.F.S. LLC, and hold THE dagainst any such liability. Additionally, if it becomes partment, agency, ATTORNEY or result in a filing of a ding the return of any unearned monies 25% will immediately LECTION EXPENSE.  Dommissions and renewals with other insurance companies, F.S. LLC, if any agent indebtedness, secured or unsecured ssignments shall remain effective until all agents debts are ement shall be subject to the jurisdiction of the proper courts ed pursuant to the laws of the State of GEORGIA.						
insurance companies represented through ANYONE Of authorizes THE ROSENTHALS, R.F.S. LLC, or any a	ractual/appointment relationships between Agent and the F THE ROSENTHALS, R.F.S. LLC,. Agent irrevocably ttorney of any court of record, after default, to confess a E ROSENTHALS, R.F.S. LLC, and waives all errors in such said judgment.						
I have read the foregoing and agree to be bound by the	terms and conditions set forth herein.						
X							
Agent Signature	Date						
Agent Printed Name	Personal Guarantee Signature, if Corporation						
AGREED, ACCEPTED, and APPROVED by THE ROSENTHA	LS, R.F.S. LLC, IN CLAYTON County, GA.						

Date

THE ROSENTHALS, R.F.S. LLC,