



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.

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. Each party will indemnify and hold the other harmless from any loss or expenses (including attorney's fees and collection costs) resulting from any acts or omissions of its employees and agents. This shall include any monetary fines or forfeitures, and associated administrative costs, imposed by any regulatory body by order or decree. Foresters reserves the right to withhold any amounts due from you under this provision from commissions payable to you.

10. TERMINATION

10.1 Termination Without Cause

This Agreement may be terminated without cause by you or by Foresters at any time upon written notice by either party mailed to the other party at the last known address of such other party. Such termination shall be effective 30 days after mailing.

10.2 Automatic Termination

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

10.3 Termination For Cause

This Agreement may be terminated for cause for you:

- a. material violation of any of the terms of this Agreement or of any amendment or addendum made a part hereof;
- b. neglect to report or pay to Foresters any premiums collected on its behalf;
- c. material violation of any state or federal law or regulation or of Foresters new business solicitation and application rules;
- d. inducing, or attempting to induce, any Certificate holder of Foresters to stop premium payments or surrender a Certificate, the latter which includes the withdrawal of values with the intent of allowing the Certificate to lapse; 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: _____