

This Broker Agreement (“Agreement”) is made between the undersigned _____ Broker and each of Foresters Life Insurance Company (“Foresters Life”) and Foresters™ (“Foresters”) that executes this Agreement (each individually and collectively a “Company”). If more than one Company executes this Agreement, the Broker and each such Company agree that this Agreement shall be considered as two separate and distinct agreements between the Broker and each such executing Company and the rights, duties, obligations and responsibilities of each Company under this Agreement are separate and distinct from the rights, duties, obligations and responsibilities of any other Company. All such rights, duties, obligations and responsibilities shall exist only between the Broker and each Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company.

The parties hereto agree as follows:

1. AUTHORITY

The Broker is authorized, subject to the rules and practices of the Company, as they are from time to time constituted, to solicit applications within Canada for policies or certificates (collectively “Policies”) of life insurance and annuities from consumers and from other licensed life insurance brokers.

2. EFFECT

This Agreement shall become effective (or, if signed thereafter, be deemed to have become effective) on the _____ day of _____, _____ and supersedes all prior contracts and agreements between the Company and the Broker, without prejudice to rights accrued in favour of either in respect of transactions prior to such effective date. This Agreement shall continue in force unless and until terminated.

3. RELATIONSHIP

The Broker is an independent contractor who is free to determine the time, place and consumers from whom applications are submitted subject to the laws and regulations governing such activities. The Company reserves the right to instruct the Broker not to accept applications on it’s behalf from any consumers, other Brokers or organizations at the sole discretion of the Company.

4. DUTIES

The Broker shall devote all necessary time and talents to the business of the Company and in the conduct of such business shall be governed strictly by this Agreement, by the rules and regulations of the Company now in effect or from time to time established by the Company, including, but not limited to, the presentation of the Foresters Story and the member benefits therein, and by any instructions given from time to time by the Company.

5. LICENSING, OBSERVANCE OF LEGAL REQUIREMENTS AND ERRORS AND OMISSIONS COVERAGE

The Broker must be licensed as a life insurance agent at all times during the continuance of this Agreement by the appropriate regulatory authorities for the province (s) or territories in which the Broker transacts business, and shall comply with all requirements imposed by law on life insurance agents, including, but not limited to, continuing education, provincial and internal Company codes of ethics. The Company may at any time and from time to time require that the Broker provide evidence that any and all such requirements are being met. The Company shall have the right at any time and from time to time (on 30 days prior notice in writing to the Broker) to conduct, and the Broker agrees to cooperate with, a market conduct audit in relation to any or all such requirements and/or the company’s standards, rules regulations and instructions. The Broker may only solicit business for the company in the provinces or

Broker Agreement (cont.)

territories in which the Company is licensed to do business. No territory is assigned exclusively to the Broker.

The Broker will obtain, at its own expense, satisfactory errors and omissions insurance and will provide to the Company proof of coverage on demand.

6. BROKER LIMITATIONS

The Broker cannot:

- (a) accept risks, determine insurability, or bind the Company in any way;
 - (b) make or modify or discharge Policies on behalf of the Company;
 - (c) waive any of the Company's rights or requirements;
 - (d) incur debts on behalf of the Company;
 - (e) collect money or give receipts for deferred or renewal premiums on behalf of the Company;
- or,
- (f) publish any advertising material respecting the business of the Company, or use Company trademarks, service marks, trade names, logos or other commercial or product designations (collectively "Marks") for any purpose whatsoever without prior written authority from the Company.

7. MUTUAL INDEMNITY

- (a) The Broker agrees to indemnify the Company, its officers and employees from and against any and all liabilities, losses, costs, claims, actions or demands howsoever arising, which may be brought against or suffered by the Company as a result of, or arising out of this Agreement, any inaccuracies or misrepresentations included in sales support materials or disclosure documents produced by the Broker, or any negligent action or omission of the Broker unless such action was authorized or caused by the Company. This indemnification shall survive the termination of this Agreement.
- (b) The Company agrees to indemnify the Broker, its officers and employees from and against any and all liabilities, losses, costs, claims, actions or demands howsoever arising which may be brought against or suffered by the Broker as a result of or arising out of this Agreement, any inaccuracies or misrepresentations included in the preparation, processing or billing of any Policy or in sales support materials or disclosure documents produced by the Company or any negligent action or omission of the Company, unless such action or omission was authorized or caused by the Broker. This indemnification shall survive the termination of this Agreement.

8. RESTRICTIONS ON SOLICITATION

Neither the Broker, nor any of its directors, officers or employees, as the case may be, shall cause Policies placed with the Company during the continuance of this Agreement to be systematically cancelled or stripped of their cash values and placed with another insurer. Without prejudice to whatever other recourses the Company may have, in the event that the Broker, or any of its directors, officers or employees, as the case may be, violates the foregoing provision, the Company shall have the right to proceed with an action in damages and/or obtain an injunction enjoining such violation. The Broker hereby acknowledges that, in the event of any such violation, the Company will suffer irreparable harm and that an injunction is, therefore, a necessary remedy in the circumstances. This provision and the obligations of the Broker under it shall survive the expiration or termination of this Agreement.

9. HOLD HARMLESS

The Company will hold the Broker harmless from any liability, including the cost of defence caused by Company error in the preparation, processing or billing of any Policy, provided the Broker did not cause, contribute to or compound such error and provided the Broker shall have given the Company prompt notice of any claim asserted against the Broker and provided further that the Company is permitted to direct the investigation, settlement and defence of any such claim.

10. SALE, ASSESSMENT OR TRANSFER OF BUSINESS

The Broker may, subject to the written consent of the Company sell, transfer or merge the Broker's business with that of another Broker and such consent cannot be unreasonably withheld by the Company. The Company also reserves the right to purchase the Company's settled business placed by the Broker at a mutually agreed price, upon notice of the Broker's intention to sell the Broker's business. The Broker may also assign compensation payable under this agreement, provided prior written consent of the Company has been obtained.

11. RECEIPT OF FUNDS HELD IN TRUST

Any money, cheques or other securities received by the Broker on behalf of the Company are to be held by the Broker in trust for the Company. They are to be kept completely separate from the Broker's own funds and must be forwarded directly to the Company. The Broker must, when required to do so, account to the Company for all sums received in connection with the Company's business.

12. COMPENSATION

- (a) The Company agrees, subject to the terms of this Agreement, to pay the Broker compensation in respect of Policies issued on applications submitted by the Broker, according to the Company's rates of such compensation which apply to this Agreement and are in effect at the time the application is submitted.
- (b) The Company reserves the right to change its compensation at any time provided that any such amendments shall only apply to Policies issued on applications submitted to the Company, by the Broker on or after the date on which the changes come into effect.

The following Compensation Schedules are attached hereto and form part of this Agreement.

<u>Schedule</u>	<u>Title</u>
A	Broker's Commission

13. VESTING PRIVILEGE

Subject to the terms and conditions of this Agreement, all commissions owed by the Company to the Broker hereunder are vested; however such commissions shall not be paid by the Company to the Broker if this Agreement is terminated by the Company for fraud or for gross and willful misconduct on the part of the Broker.

14. INDEBTEDNESS

The Broker acknowledges that any loans or advances (whether by annualization or otherwise) made by the Company to its Brokers are the responsibility of the Broker. If the Broker at any time becomes indebted to the Company, on account of receipt of advances, loans, or chargebacks for commissions and bonuses, or similar debts, such indebtedness shall be payable to the Company upon demand. The Company reserves the right to apply any entitlement of the Broker to current and future commissions, overrides, bonuses or any other compensation owed by the Company to the Broker as an offset of such indebtedness. Any amount owed by the Broker to the Company shall bear interest from the date on which it first becomes payable to the date of payment at the annual rate charged by the Company during such period to Policyholders on loans. If it becomes necessary for the Company to take any legal action to collect any sums payable by the Broker to the Company, the Broker agrees to pay all costs and disbursements of collection, plus reasonable attorneys' fees and interest allowed by applicable provincial law and regulation in the collection process.

15. POLICY REINSTATEMENT

If a Policy issued on an application submitted by the Broker lapses due to non-payment of a premium, no further compensation will be paid to the Broker unless the Policy is reinstated by the Broker, according to the rules of the Company with respect to reinstatement, and then only such compensation as would be paid, had the Policy not lapsed.

16. POLICY REPLACEMENT

If a Policy issued on an Application submitted by the Broker to the Company, is a replacement of an existing Policy of the Company, compensation will be adjusted in accordance with the Company's replacement rules then in effect.

Broker Agreement (cont.)**17. SUSPENSION**

If the Broker does not make timely accounting for, or payment of, any sums due to the Company or whenever the Broker is under review by an appropriate regulatory authority in the province (s) or territory in which the Broker solicits business; the Company reserves the right, upon written notice to the Broker to suspend the Broker authority to solicit applications on behalf of the Company. The Broker will not be suspended because of routine differences in the accounting records of the Broker and the Company unless such differences involve the willful withholding of sums rightfully due to the Company, by the Broker

18. TERMINATION

This Agreement will terminate:

- (a) automatically, if an appropriate regulatory authority in the Broker's province or territory of residence cancels or declines to renew the Broker's life insurance agent's licence;
- (b) automatically upon either party giving notice to the other in the event of fraud, insolvency, the filing of a petition in bankruptcy, or gross and willful misconduct on the part of such other party.
- (c) automatically on the effective date of sale, transfer or merger of the Broker's business provided, however that the Company will at its option offer a Broker's Agreement to any successor who meets the Company's requirements for appointment;
- (d) immediately upon the death of the Broker if an individual or upon the dissolution or cessation of business of the Broker if a partnership or corporation;
- (e) upon either party giving not less than 30 days written notice to the other in which event the following condition will apply:
 - I. the Broker's authority to solicit new applications will cease as of the time notice of the termination of the Agreement is given;
 - II. outstanding applications submitted within 30 days of notice of termination of this Agreement being given and Policies in the process of being issued will be accepted and compensation will be paid in accordance with the provisions of this Agreement.

19. MONEY LAUNDERING

Each Party shall, at its own cost and expense, adopt, implement and monitor any and all necessary or desirable measures to ensure complete and timely compliance with, and shall bear responsibility with respect to, any and all laws, statutes and regulations relating to, dealing or in connection with, anti-money laundering and anti-terrorist financing including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, as the same may be amended, supplemented or replaced from time to time, such measures including without limitation reporting required transactions to the Financial Transactions and Reports Analysis Centre of Canada («**FINTRAC**»), or any replacement organization or agency, keeping required reports, effecting required verifications of clients' identity and, generally, establishing clear policies and procedures.

20. CONFIDENTIALITY

- (a) Each Party (including their respective officers, employees, agents and professional advisers) shall keep the contents of this Agreement including attached schedules ("The Confidential Information") confidential for five (5) years and shall not disclose its terms to any third party without the other Party's written consent, such consent not to be unreasonably withheld, or as may be required by law, or by regulatory authorities. If the Confidential information is disclosed, the disclosing Party shall inform the third party of the need to maintain confidentiality. The disclosing Party shall make reasonable efforts to obtain a signed confidentiality Agreement from a third party (other than a court, an administrative or judicial body or regulatory body) with respect to the terms of this Agreement. This provision shall survive termination of the Agreement.
- (b) If a Party to this Agreement contemplates any public release or announcement about this Agreement or the business arrangements made pursuant to it, the Party shall send the other Party the text of the proposed press release a reasonable time in advance of issuing the release.

21. RECORDS

The Broker shall keep regular and accurate records of all dealings for or on behalf of the Company and its Policyholders or applicants for Policies, and shall forthwith on request by the Company send to the Company a copy of every letter or paper sent by the Broker to, or received by the Broker from, every prospect for a Company Policy before and after the Policy is issued. The Broker shall send to the Company forthwith all Policies not taken, copies of all receipts issued by the Broker for premiums, interest or other amounts payable to the Company, and all Policy receipts. The records maintained by the Company shall be competent and conclusive evidence of the state of accounts between the parties. The Company shall have the right at any time and from time to time, on 30 days prior notice to the Broker, through its auditors or designated representatives, to examine any and all books and records of the Broker pertaining to the sale of Company products, including but not limited to sales literature, computer records and Policyholder files.

22. NOTICE

All notices under this Agreement to be given by one party to the other shall be in writing and shall be deemed to be duly given immediately upon personal delivery to the other party or its authorized representative or the next day following the day such notice is deposited with any commercial mail service organization; in the case of the Company, addressed to its Head Office, and in the case of the Broker, to the last address filed in writing with the Company.

23. MISCELLANEOUS PROVISIONS

- (a) This Agreement supersedes all previous agreements, whether written or oral between the Company and the Broker. It will be in full force and effect until suspended or terminated as provided herein.
- (b) All unused supplies, including application forms, rate cards and other properly furnished by the Company to the Broker will remain the property of the Company and will be promptly returned to the Company upon demand.

24. GOVERNING LAW AND ARBITRATION

This Agreement and any and all schedules and amendments are governed by and interpreted in accordance with the law of the province in which the Broker's principal office is located and the federal laws of Canada applicable therein. The parties covenant and agree that any dispute, claim, question or difference arising out of, relating to, or connected with this Agreement and any and all schedules and amendments shall be finally settled by arbitration in accordance with the laws of the province in which the Broker's principal office is located and the federal laws of Canada and shall be conducted in the English language.

25. AMENDMENT

This Agreement may be amended in writing at any time upon mutual agreement of the Broker and the Company.

26. SEVERABILITY

The invalidity of any provision or part herein shall not affect the validity or enforceability of any other provision or part.

27. NOTIFICATION OF BANKRUPTCY AND OTHER PROCEEDINGS

The Broker shall notify the Company forthwith if any petition is filed against the Broker in bankruptcy, or if the Broker is declared bankrupt or makes voluntary assignment in bankruptcy or a proposal under any legislation relating to bankruptcy or insolvency. The Broker shall deliver to the Company, forthwith upon receipt thereof, a copy of any summons, warrant, statement of claim, notice or correspondence received from any governmental agent or self-regulatory authority or from any civil complainant that relates to acts, omissions, practices, conditions or circumstances that such agency, authority or complainant alleges or considers to be in violation of applicable laws (including criminal laws) or regulatory or ethical requirements.

Broker Agreement (cont.)

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

Broker

WITNESS

By: _____

By: _____

Managing General Agent (MGA)

WITNESS

By: _____

By: _____

FORESTERS LIFE INSURANCE

FORESTERS™

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

I/We the undersigned (herein called the Principal(s) of the Broker) covenant and agree with the company to be bound by each and every one of the terms and conditions of this Agreement and that I/we will be bound with the Broker. I/we will pay to the Company on demand any and all indebtedness of the Broker to the Company under this Agreement. I/we will notify the Company in writing prior to effecting or permitting any change in any or all of the Principal(s) of the Broker.

Witness

Principal

Witness

Principal

Witness

Principal

Foresters Life Insurance Company
1660 Tech Avenue, Suite 3, Mississauga ON L4W 5S8
(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.foresters.com

Foresters™
789 Don Mills Road, Toronto, ON M3C 1T9
(416) 429 -3896



Broker Agreement Annualization Addendum

Notwithstanding Note 1 on Schedule "A" to the Agreement, when a Policy on which commission is payable to the Broker is placed in force and the Policy is payable monthly by pre-authorized cheque or is payable semi-annually, the Company will; subject to the terms and conditions hereof, pay to the Broker an annualized commission in respect of the full premium for the first policy year. No annualized commission is payable in respect of renewal premiums.

Such an annualized commission is, to the extent that the full first year premium has not been received by the Company, an advance by the Company to the Broker. If a Policy goes out of force before the full first year premium has been received, then any such unearned commission advance will be charged back to the Broker's account. Any debit balance in the Broker's account is due and payable to the Company immediately.

The total annualized commission on all policies on the same life shall not exceed \$5,000.

If the Broker forwards business to the Company through a Managing General Agent (MGA), then this addendum is not effective unless and until the MGA Endorsement is received by the Company.

This Addendum may be modified or terminated by the Company at any time by notice in writing to the Broker, but no such modification or termination shall apply in respect of policies issued by the Company prior to the giving of such notice.

SIGNED AND DATED at _____, in the Province of _____

This _____ day of _____, _____.

(Print or type name of Broker)

Signature

Broker Code

FORESTERS LIFE INSURANCE COMPANY

THE INDEPENDENT ORDER OF FORESTERS

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Foresters Life Insurance Company

3-1660 Tech Avenue, Mississauga ON L4W 5S8
(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.foresters.com

The Independent Order of Foresters

789 Don Mills Road, Toronto, ON M3C 1T9

Foresters™ is the trade name and a trademark of The Independent Order of Foresters ("Foresters"), a fraternal benefit society. Its subsidiaries, including Foresters Life Insurance Company ("Foresters Life"), are licensed to use this mark.



Schedule A – MGA Broker Commission

In effect, for all Foresters™ and Foresters Life Insurance Company, business written on or after June 1, 2012.

Foresters Life Insurance Company (the Company) shall pay commissions as follows:

Plan	Commission (% of Annual Premium)							
	First Year	Renewal				Service Fees		
Term		Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yrs. 6-10	Yrs. 11+	
E-Z Term	40	4	4	4	4	-	-	
5 Yr. R&C	40	4	4	4	4	2	-	
10 Yr. R&C	40	4	4	4	4	-	-	
15 Yr. R&C	40	4	4	4	4	-	-	
20 Yr. R&C	45	4	4	4	4	2	-	
25 Yr. R&C	40	4	4	4	4	2	-	
30 Yr. R&C	40	4	4	4	4	2	-	
Child Term Rider	45	2	2	2	2	2	Yr 11 5	Yr 12 + -
Permanent								
Easylife	55.55	4.63	4.63	1.85	1.85	1.85	1.85	
Life Option Enhanced	50	5	5	5	2	2	-	
Guaranteed Issue Whole Life	40	5	5	5	2	2	-	
Advantage Series Whole Life	45	2	2	2	2	2	-	
Critical Illness								
LifeCare T10	40	5	5	5	2	2	2	
LifeCare T75	50	5	5	5	2	2	2	
Health Security Plus	40	5	5	5	5	2	2	
Universal Life								
Passport Target	55	3	3	3	3	3	-	
Passport Excess	8	3	3	3	3	3	-	

Plan	Commission (% of New Deposits ¹)
Annuities	
Annuity Plus - DIA	0.025
Annuity Plus – G11	0.3
Annuity Plus - G12	0.6
Annuity Plus - G13	0.9
Annuity Plus - G14	1.2
Annuity Plus - G15	1.5
Annuity Plus - G110	2.25

¹ Percentage of new deposits in any given year.

1. Definitions

- (a) *Policy* is defined to include the term *certificate*.
- (b) The *annual premium* or *first-year annualized commissionable premium* for a policy or certificate is the total annual premium charged for a policy year, including any benefit and rider premiums, but excluding any extra premium other than that identified in 2(d) below.
- (c) The *first policy year* is a period of one year commencing on the date stated in the policy for computing policy years, and subsequent policy years are periods of one year each commencing on the respective anniversaries of that date.
- (d) *First year commission*, in respect of a policy, is the amount resulting from the application of the particular rate of first year commission to the full annual premium for the first policy year in accordance with your Broker Agreement.
- (e) *Renewal commission*, in respect of a policy, is the amount resulting from the application of the rates of commission to the full annual premium for each policy year subsequent to the first policy year in accordance with your Broker Agreement.
- (f) *Universal Life Excess premium* is the first-year premium paid in excess of the first-year annualized commissionable premium on Universal Life policies. Renewal-year external dump-ins (rollovers) are considered renewal premium. Excess commission on the Passport UL product is not advanced. It is paid as earned when the Target commission advance has cleared.
- (g) *New Deposits* is defined as the total new premiums paid into an annuity.

2. Conditions

- (a) The Company may withdraw any policy plans and shall determine the commissions, if any, payable on all classes of policies or benefits not listed in the Rate Schedule, on changed policies and on policies replacing policies terminated (whether issued before or after the termination) where the same insured or life insured is involved.
- (b) If the Company returns a premium or a part thereof to the Insured, the Broker shall waive all right to any commission thereon and shall repay to the Company any commission received on that premium or part thereof.
- (c) No commission shall be payable on any premium waived under the terms of any policy, nor on interim Term premiums.
- (d) Where an extra premium is charged by reason of Occupation, Medical Impairment, Residence, Aviation, or any other special hazard, commission shall be payable on the full extra premium at the same rates as for commission on the full annual premium, but only if the extra premium is payable for three years or longer.
- (e) First year and renewals commissions and service fees are not payable on premiums that are pre-paid for future renewal year premium payments. Where applicable, renewal commissions will be paid on premiums as they are allocated to each policy year.
- (f) First year commission is not paid for the Member Term Rider and the Secondary Guarantee Rider.
- (g) First year commission for the Advantage Series Whole Life policies for applicants over the age of 65 is calculated based on the annual premium for an insured age 65.

3. Annualization

The Company may, at its option, pay first year annualized commissions on the following basis:

- (a) When a policy is put in force on the records of the Company and the first premium has been paid, the Company shall calculate the first year commission according to Section 1(a) assuming the full annual premium for the first policy year has been paid, and pay such commission to the Broker (provided, however, that total annualized commissions on all policies on the same life shall not exceed \$5,000).
- (b) In the event that any policy goes out of force, according to the records of the Company, before the full annual premium for the first policy year has been paid, the Broker shall refund immediately to the Company the first year commission arising from such part of the first full annual premium as has not been paid. Immediate non-repayment of any outstanding commission amount is a debt to the Company and is subject to the debt recovery procedures as stated in the Compensation Manual.
- (c) In the event of the termination of your Broker Agreement, any excess of the annualized first year commissions paid under this Section over the total amount of the first year commissions which would have been paid as earned under Section 1(a) shall immediately become payable by the Broker to the Company. Immediate non-repayment of any outstanding commission amount is a debt to the Company and is subject to the debt recovery procedures as outlined in the Compensation Manual.
- (d) The Company may decline to annualize commissions in respect of any particular policy or policies, and may at any time discontinue in whole or part the practice of annualizing commissions.

4. Renewal and Service Fees

- (a) The Company shall, subject to the conditions set out below, pay to the writing Broker in respect of each in-force contractual life insurance type of policy sold by the writing Broker renewal and service fees as shown in the Commission Schedule.
- (b) The payment of Service Fees is contingent upon the Broker meeting the service requirements of the Company as established from time to time.
- (c) Renewal commissions and Service fees are vested, subject to the conditions as outlined in your Broker Agreement.

Foreword

The duty of the Broker, as defined under the Agreement, is to comply with the insurance laws of every jurisdiction in which he is licensed as a life or accident and sickness Broker. It is not sufficient, however, for a Broker to observe merely the letter of the law; the Broker has important responsibilities to the policyholders and prospective purchasers whom he serves and to the insurer whose insurance he sells. CLHIA Council has suggested to member companies that copies of the Code be furnished to all existing and future Brokers. Copies with considerable explanatory commentary and helpful definitions are available in booklet form from Advocis. By entering into contract with Foresters™ (“Foresters”) and Foresters Life Insurance Company (“Foresters Life”) (each individually and collectively a “Company”), you agree to adhere at minimum to the following code of conduct.

Definitions

“Life Insurance” shall mean all individual life insurance policies, policy riders and annuity contracts issued by the Company, including all Policies, whether or not such Policies contain provisions for cash surrender or paid up values, and any contract under which the reserve, or part thereof, varies in amount depending on the market value of a specified group of assets.

1. Priority of Policyowner Interests

A Broker shall place the interests of policyowners and prospective purchasers before themselves. It is self evident that any practitioner should place clients’ interests first. This requires the highest level of integrity and performance on the part of the Broker. In practical terms, this stipulates that a Broker must recommend with integrity, competency and diligence the amount and type of life insurance that is best for the purchaser’s circumstances. The commission to be obtained from making the sale should have absolutely no bearing upon the Broker’s advice to the policyowner or prospective purchaser and full disclosure should be made as applicable under appropriate regulation.

2. Confidential Information

A Broker shall respect the confidence/privacy of the policyowners and prospective purchasers regarding their personal and business affairs. Consequently, if it appears to be in the interests of the policyowner or prospective purchaser for an Broker to discuss a policyowner’s or prospective purchaser’s affairs with any other person, a Broker must first secure the policyowner’s or prospective purchaser’s written permission to do so.

3. Misrepresentation

A Broker shall not make any false or misleading statement or representation in the course of selling or servicing life insurance. You are obligated to disclose, accurately and completely, all information required by a policyowner or prospective purchaser in order to determine the best course of action. A Broker must act in a client’s best interest. A Broker is also obliged to disclose, accurately and completely, all information required by an insurer to enable a decision to be made regarding the issuance of a contract of life insurance. It is just as wrong for a Broker to omit essential information or to fail to correct a mistaken impression known to exist, as it is to give inaccurate or misleading information.

4. Defamation

A Broker shall not act in any way to defame any entity or individual, life insurance companies, their products or representatives. No statement may be made, published, or circulated in any oral, written or printed statement which is knowingly or recklessly false regarding any insurer, its products or its representatives and which might reasonably injure the reputation or livelihood of any person engaged in the life insurance business.

5. Rebating and/or Sharing of Compensation

(a) Rebating

A Broker shall not directly or indirectly rebate or attempt to rebate all or any part of a premium for insurance. Rebating shall include any agreement as to the premium to be paid for a policy other than as set forth in the policy; any payment, allowance, or gift as an inducement to insure; any paid employment, contract for services, or inducement of any kind intended to be in the nature of a rebate of premium for individual insurance products and any negotiations of a sale of individual life insurance, in respect of which a reduced special premium has been established on the understanding that the agent/agency will forego all or a part of the regular commission normally payable. It is fairly common practice for a Broker to entertain policyowners or prospective purchasers and give them nominal or token gifts. This is considered to be a normal business practice and not in the nature of a rebate. In no circumstances shall a Broker make a gift of anything of value as an inducement to insure. Excessive benefits or gifts conferred upon policyowners or prospective purchasers may, depending on the circumstances, expose a Broker to a charge of rebating.

(b) Sharing of Compensation

A Broker shall not share compensation earned from the sale of life insurance with any person(s) who do not hold a life insurance agent's licence or equivalent certificate. In no circumstances shall a Broker make a gift of value or monetary payment to an unlicensed person as a share of the compensation earned in the sale of life insurance. Gifts or payments which tend to vary according to the amount of compensation earned, from a referral, may expose a Broker to a charge of sharing compensation with a person who does not hold a life insurance agent's licence or equivalent certificate. If the person receiving the gift and/or monetary payment were found to have been in a position to influence the purchase of the life insurance contract, a charge of rebating may also be applicable.

(c) Charging of Fees

A Broker shall not waive all or any portion of the fees for services as an inducement to purchase life insurance. There is a general agreement that a Broker may charge a fee for services pursuant to a prior agreement entered into between the Broker and the policyowner or other person regarding any such proposed fee, provided that such procedure does not contravene any law or does not involve the unauthorized practice of another profession. It is essential that the prior agreement entered into between the agent/agency and the policyowner should not state or imply that any portion of the fees will be waived if any life insurance products required are purchased. This will be considered a direct inducement to insure and a charge of rebating will apply. In this connection it must also be emphasized that in performing any services for a fee, a Broker must exercise great care not to encroach upon the practice of other professions.

6. Replacement

A Broker shall not induce a policyowner to replace an existing contract of life insurance with a new contract of life insurance, unless it appears that, due to a change in circumstances to the benefit of the policyowner, an existing contract of life insurance should be amended or changed to another contract of life insurance. In that case a Broker shall endeavour to have the existing contract amended or changed by the Insurer which issued the existing contract of life insurance in order that any values, credits or privileges in the existing contract may be transferred to the amended or changed contract of life insurance.

- (a)** Where replacement of a contract of life insurance is indicated, a Broker shall, prior to taking a new application:
- i. enquire about the policyholder's insurance needs, in particular, about the number of dependants, personal and family obligations, financial means, and life insurance policies, their characteristics and the insurers which issued them.

- ii. present and review with the applicant a fully completed Life Insurance Disclosure Form, including the agent's statement and the applicant's statement.
- iii. secure the applicant's signature, along with the signature of the life insured, if other than the applicant, acknowledging the receipt of the Life Insurance Disclosure Form

(b) In every instance where life insurance is being applied for, a Broker shall:

- i. obtain as part of each application for a contract of life insurance, a statement signed by the applicant stating whether or not replacement of a contract of life insurance is intended; and
- ii. prepare and forward to the insurer with each application for a contract of life insurance a statement stating whether or not a replacement contract is intended.

(c) A Broker shall, upon taking an application where replacement of life insurance is indicated:

- i. be personally responsible for the forwarding within three working days of the date of application, to every insurer whose contract of life insurance is indicated to be replaced, a fully completed copy of the Life Insurance Disclosure Form as presented to and signed by the applicant,
- ii. forward to the insurer, which has been requested to issue any new contract(s) of life insurance, a fully completed copy of the Life Insurance Disclosure Form as presented to and signed by the applicant, and
- iii. unless contrary written instructions have been received from the applicant, deliver the new contract(s) of life insurance as soon as practical.

7. Rated Policies

A Broker shall request an insurer to reduce or eliminate the extra premium for a medical or occupational rating under existing life insurance when it appears that another insurer would now issue new life insurance on the same plan without any extra premium or with a reduced extra premium.

A Broker shall make every reasonable effort to have an insurer reduce or eliminate the extra premium for a medical or occupational rating under existing life insurance when it appears that another insurer would now issue new life insurance on the same plan without any extra premium or with a substantially reduced extra premium. If the insurer which issued the existing life insurance will not reduce or eliminate the extra premium, the agent/agency may proceed in accordance with Code 6.

8. Holding Out To The Public

(a) A Broker shall carry on business in good faith as a life insurance agent in conformity with the provisions of the law of each jurisdiction in which the Broker holds a life insurance agent's licence.

(b) A Broker shall with respect to the business as a life insurance agent and related financial services include on all letterheads, business cards, written proposals and advertising at least one of the following:

- i. name of sponsoring insurer
- ii. life insurance
- iii. life insurance agent
- iv. agent/agency
- v. Chartered Agent/agency Assureur-Vie agréé/Chartered Financial Consultant or Conseiller Financier agréé (if member in good standing of the Canadian Institute of Chartered Agent/agencies and Chartered Financial Consultants).

A Broker shall not advertise an ability to offer counsel in the fields of law, accounting, taxation or investment. Notwithstanding the foregoing, a Broker who is fully qualified as a lawyer, accountant or investment counselor, may identify such qualification. A Broker shall not carry on business as a life agent under a business name or description which includes the words "and Associate(s)" unless there is at least one other licensed Broker directly associated with the principal broker.

9. Improper Advertising

A Broker shall not in any manner whatsoever solicit publicly, pay for, or approve advertising which indicates sales attainments or membership in a club or other organization in which the production of a stipulated volume of business is a necessary qualification for membership. This provision in the Code of Conduct rules out advertising or publicity which includes reference to either a specific volume of personal production or achievement (i.e. "Leading agent, top agent," etc.). It is, however, acceptable for MDRT status (in accordance with MDRT regulations) to be indicated on a Broker's letterhead, business cards and in any announcement which otherwise meets generally accepted industry advertising guidelines. As a general principle, any publicity or advertising should be based primarily on a Broker's experience and capacity to serve the public. This prohibition does not apply to publicity at life insurance meetings, in insurance company publications, insurance trade journals or to business stationery (letterhead and business cards). It is a Broker's responsibility to ensure that this Code is complied with and he or she shall specifically advise any writer, journalist, and/or master of ceremonies of this prohibition.

10. Books, Accounts and Registers

Every person authorized to practice the profession of an insurance agent and who, in the course of business, receives amounts on behalf of another person must keep a trust account for such amounts and for all disbursements chargeable thereto and keep a separate accounting thereof in a book reserved for such a purpose.

11. Intimidation

A Broker shall not intimidate or attempt to intimidate any person or association for the purpose of compelling such person or association to abstain from doing anything that the person or association has a lawful right to do. A Broker shall not threaten to launch any civil, criminal or other action or launch any frivolous action against any complainant, witness, complaint committee member, or association where such threat or frivolous action is intended to prevent a complaint under the Code or By-laws from being brought against the Broker, to impede a complaint or to induce any person to withdraw or dismiss a complaint.

Foresters Life Insurance Company

3-1660 Tech Avenue, Mississauga ON L4W 5S8
(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.foresters.com

The Independent Order of Foresters

789 Don Mills Road, Toronto, ON M3C 1T9
Fax: (416) 429-3896

Privacy Policy

General Statement: Foresters™ (“Foresters”) and Foresters Life Insurance Company (“Foresters Life”), each individually and collectively a “Company”, and their employees and contracted brokers and other distribution representatives recognize the importance of privacy of personal information, including personal information about our policyholders, brokers and clients, and we agree to adhere to the following privacy standards.

In summary, we respect the privacy of individuals by using their personal information only for the purposes authorized and by not revealing it to any unauthorized persons.

1. **Accountability:** We recognize we are responsible for the personal information of our policyholders, brokers, and client companies and we recognize our responsibility to ensure the privacy of that information. We designate the Compliance Officer to oversee our privacy compliance responsibility. Monthly reports on our adherence to privacy legislation are expected to be made to the internal Compliance Committee with summary reports to the Audit Committee of Foresters Life.
2. **Identifying Purposes:** We will identify the purposes for which we collect, use and disclose personal information and will specify those purposes on all documents and other requests for information, the reason and purpose for personal information collected.
3. **Consent:** We will obtain the knowledgeable consent of individuals to our collection, use and disclosure of their personal information, except where applicable legislation allows such collection, use or disclosure without consent.
4. **Limiting Collection:** We will limit our collection of personal information to that which is necessary for the purposes we have identified, and will collect information by fair and lawful means.
5. **Limiting Use, Disclosure and Retention:** We will not use or disclose personal information for purposes other than those which for it was collected, subject to applicable laws. We will retain personal information only as long as necessary for the fulfillment of those purposes.
6. **Accuracy:** We will ensure that all personal information is as accurate, complete and up to date as is necessary for the purposes for which it is to be used.
7. **Safeguards:** We will protect personal information by security safeguards appropriate to its sensitivity.
8. **Openness:** We will make readily available to individuals specific information about our policies and practices relating to our management of personal information.
9. **Individual Access:** Upon request, we will inform individuals of the existence, use and disclosure of their personal information and give them access to that information and the ability to challenge the accuracy and completeness of the information and have it amended as appropriate.
10. **Challenging Compliance:** Individuals shall be able to address a challenge concerning compliance with the above principles to the Foresters Life Compliance Officer, and if it is not resolved to the individual’s satisfaction, to the internal Compliance Committee.

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789 Don Mills Road, Toronto, ON M3C 1T9

This Broker Agreement (“Agreement”) is made between the undersigned _____ Broker and each of Foresters Life Insurance Company (“Foresters Life”) and Foresters™ (“Foresters”) that executes this Agreement (each individually and collectively a “Company”). If more than one Company executes this Agreement, the Broker and each such Company agree that this Agreement shall be considered as two separate and distinct agreements between the Broker and each such executing Company and the rights, duties, obligations and responsibilities of each Company under this Agreement are separate and distinct from the rights, duties, obligations and responsibilities of any other Company. All such rights, duties, obligations and responsibilities shall exist only between the Broker and each Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company.

The parties hereto agree as follows:

1. AUTHORITY

The Broker is authorized, subject to the rules and practices of the Company, as they are from time to time constituted, to solicit applications within Canada for policies or certificates (collectively “Policies”) of life insurance and annuities from consumers and from other licensed life insurance brokers.

2. EFFECT

This Agreement shall become effective (or, if signed thereafter, be deemed to have become effective) on the _____ day of _____, _____ and supersedes all prior contracts and agreements between the Company and the Broker, without prejudice to rights accrued in favour of either in respect of transactions prior to such effective date. This Agreement shall continue in force unless and until terminated.

3. RELATIONSHIP

The Broker is an independent contractor who is free to determine the time, place and consumers from whom applications are submitted subject to the laws and regulations governing such activities. The Company reserves the right to instruct the Broker not to accept applications on it’s behalf from any consumers, other Brokers or organizations at the sole discretion of the Company.

4. DUTIES

The Broker shall devote all necessary time and talents to the business of the Company and in the conduct of such business shall be governed strictly by this Agreement, by the rules and regulations of the Company now in effect or from time to time established by the Company, including, but not limited to, the presentation of the Foresters Story and the member benefits therein, and by any instructions given from time to time by the Company.

5. LICENSING, OBSERVANCE OF LEGAL REQUIREMENTS AND ERRORS AND OMISSIONS COVERAGE

The Broker must be licensed as a life insurance agent at all times during the continuance of this Agreement by the appropriate regulatory authorities for the province (s) or territories in which the Broker transacts business, and shall comply with all requirements imposed by law on life insurance agents, including, but not limited to, continuing education, provincial and internal Company codes of ethics. The Company may at any time and from time to time require that the Broker provide evidence that any and all such requirements are being met. The Company shall have the right at any time and from time to time (on 30 days prior notice in writing to the Broker) to conduct, and the Broker agrees to cooperate with, a market conduct audit in relation to any or all such requirements and/or the company’s standards, rules regulations and instructions. The Broker may only solicit business for the company in the provinces or

Broker Agreement (cont.)

territories in which the Company is licensed to do business. No territory is assigned exclusively to the Broker.

The Broker will obtain, at its own expense, satisfactory errors and omissions insurance and will provide to the Company proof of coverage on demand.

6. BROKER LIMITATIONS

The Broker cannot:

- (a) accept risks, determine insurability, or bind the Company in any way;
 - (b) make or modify or discharge Policies on behalf of the Company;
 - (c) waive any of the Company's rights or requirements;
 - (d) incur debts on behalf of the Company;
 - (e) collect money or give receipts for deferred or renewal premiums on behalf of the Company;
- or,
- (f) publish any advertising material respecting the business of the Company, or use Company trademarks, service marks, trade names, logos or other commercial or product designations (collectively "Marks") for any purpose whatsoever without prior written authority from the Company.

7. MUTUAL INDEMNITY

- (a) The Broker agrees to indemnify the Company, its officers and employees from and against any and all liabilities, losses, costs, claims, actions or demands howsoever arising, which may be brought against or suffered by the Company as a result of, or arising out of this Agreement, any inaccuracies or misrepresentations included in sales support materials or disclosure documents produced by the Broker, or any negligent action or omission of the Broker unless such action was authorized or caused by the Company. This indemnification shall survive the termination of this Agreement.
- (b) The Company agrees to indemnify the Broker, its officers and employees from and against any and all liabilities, losses, costs, claims, actions or demands howsoever arising which may be brought against or suffered by the Broker as a result of or arising out of this Agreement, any inaccuracies or misrepresentations included in the preparation, processing or billing of any Policy or in sales support materials or disclosure documents produced by the Company or any negligent action or omission of the Company, unless such action or omission was authorized or caused by the Broker. This indemnification shall survive the termination of this Agreement.

8. RESTRICTIONS ON SOLICITATION

Neither the Broker, nor any of its directors, officers or employees, as the case may be, shall cause Policies placed with the Company during the continuance of this Agreement to be systematically cancelled or stripped of their cash values and placed with another insurer. Without prejudice to whatever other recourses the Company may have, in the event that the Broker, or any of its directors, officers or employees, as the case may be, violates the foregoing provision, the Company shall have the right to proceed with an action in damages and/or obtain an injunction enjoining such violation. The Broker hereby acknowledges that, in the event of any such violation, the Company will suffer irreparable harm and that an injunction is, therefore, a necessary remedy in the circumstances. This provision and the obligations of the Broker under it shall survive the expiration or termination of this Agreement.

9. HOLD HARMLESS

The Company will hold the Broker harmless from any liability, including the cost of defence caused by Company error in the preparation, processing or billing of any Policy, provided the Broker did not cause, contribute to or compound such error and provided the Broker shall have given the Company prompt notice of any claim asserted against the Broker and provided further that the Company is permitted to direct the investigation, settlement and defence of any such claim.

10. SALE, ASSESSMENT OR TRANSFER OF BUSINESS

The Broker may, subject to the written consent of the Company sell, transfer or merge the Broker's business with that of another Broker and such consent cannot be unreasonably withheld by the Company. The Company also reserves the right to purchase the Company's settled business placed by the Broker at a mutually agreed price, upon notice of the Broker's intention to sell the Broker's business. The Broker may also assign compensation payable under this agreement, provided prior written consent of the Company has been obtained.

11. RECEIPT OF FUNDS HELD IN TRUST

Any money, cheques or other securities received by the Broker on behalf of the Company are to be held by the Broker in trust for the Company. They are to be kept completely separate from the Broker's own funds and must be forwarded directly to the Company. The Broker must, when required to do so, account to the Company for all sums received in connection with the Company's business.

12. COMPENSATION

- (a) The Company agrees, subject to the terms of this Agreement, to pay the Broker compensation in respect of Policies issued on applications submitted by the Broker, according to the Company's rates of such compensation which apply to this Agreement and are in effect at the time the application is submitted.
- (b) The Company reserves the right to change its compensation at any time provided that any such amendments shall only apply to Policies issued on applications submitted to the Company, by the Broker on or after the date on which the changes come into effect.

The following Compensation Schedules are attached hereto and form part of this Agreement.

<u>Schedule</u>	<u>Title</u>
A	Broker's Commission

13. VESTING PRIVILEGE

Subject to the terms and conditions of this Agreement, all commissions owed by the Company to the Broker hereunder are vested; however such commissions shall not be paid by the Company to the Broker if this Agreement is terminated by the Company for fraud or for gross and willful misconduct on the part of the Broker.

14. INDEBTEDNESS

The Broker acknowledges that any loans or advances (whether by annualization or otherwise) made by the Company to its Brokers are the responsibility of the Broker. If the Broker at any time becomes indebted to the Company, on account of receipt of advances, loans, or chargebacks for commissions and bonuses, or similar debts, such indebtedness shall be payable to the Company upon demand. The Company reserves the right to apply any entitlement of the Broker to current and future commissions, overrides, bonuses or any other compensation owed by the Company to the Broker as an offset of such indebtedness. Any amount owed by the Broker to the Company shall bear interest from the date on which it first becomes payable to the date of payment at the annual rate charged by the Company during such period to Policyholders on loans. If it becomes necessary for the Company to take any legal action to collect any sums payable by the Broker to the Company, the Broker agrees to pay all costs and disbursements of collection, plus reasonable attorneys' fees and interest allowed by applicable provincial law and regulation in the collection process.

15. POLICY REINSTATEMENT

If a Policy issued on an application submitted by the Broker lapses due to non-payment of a premium, no further compensation will be paid to the Broker unless the Policy is reinstated by the Broker, according to the rules of the Company with respect to reinstatement, and then only such compensation as would be paid, had the Policy not lapsed.

16. POLICY REPLACEMENT

If a Policy issued on an Application submitted by the Broker to the Company, is a replacement of an existing Policy of the Company, compensation will be adjusted in accordance with the Company's replacement rules then in effect.

Broker Agreement (cont.)**17. SUSPENSION**

If the Broker does not make timely accounting for, or payment of, any sums due to the Company or whenever the Broker is under review by an appropriate regulatory authority in the province (s) or territory in which the Broker solicits business; the Company reserves the right, upon written notice to the Broker to suspend the Broker authority to solicit applications on behalf of the Company. The Broker will not be suspended because of routine differences in the accounting records of the Broker and the Company unless such differences involve the willful withholding of sums rightfully due to the Company, by the Broker

18. TERMINATION

This Agreement will terminate:

- (a) automatically, if an appropriate regulatory authority in the Broker's province or territory of residence cancels or declines to renew the Broker's life insurance agent's licence;
- (b) automatically upon either party giving notice to the other in the event of fraud, insolvency, the filing of a petition in bankruptcy, or gross and willful misconduct on the part of such other party.
- (c) automatically on the effective date of sale, transfer or merger of the Broker's business provided, however that the Company will at its option offer a Broker's Agreement to any successor who meets the Company's requirements for appointment;
- (d) immediately upon the death of the Broker if an individual or upon the dissolution or cessation of business of the Broker if a partnership or corporation;
- (e) upon either party giving not less than 30 days written notice to the other in which event the following condition will apply:
 - I. the Broker's authority to solicit new applications will cease as of the time notice of the termination of the Agreement is given;
 - II. outstanding applications submitted within 30 days of notice of termination of this Agreement being given and Policies in the process of being issued will be accepted and compensation will be paid in accordance with the provisions of this Agreement.

19. MONEY LAUNDERING

Each Party shall, at its own cost and expense, adopt, implement and monitor any and all necessary or desirable measures to ensure complete and timely compliance with, and shall bear responsibility with respect to, any and all laws, statutes and regulations relating to, dealing or in connection with, anti-money laundering and anti-terrorist financing including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, as the same may be amended, supplemented or replaced from time to time, such measures including without limitation reporting required transactions to the Financial Transactions and Reports Analysis Centre of Canada («**FINTRAC**»), or any replacement organization or agency, keeping required reports, effecting required verifications of clients' identity and, generally, establishing clear policies and procedures.

20. CONFIDENTIALITY

- (a) Each Party (including their respective officers, employees, agents and professional advisers) shall keep the contents of this Agreement including attached schedules ("The Confidential Information") confidential for five (5) years and shall not disclose its terms to any third party without the other Party's written consent, such consent not to be unreasonably withheld, or as may be required by law, or by regulatory authorities. If the Confidential information is disclosed, the disclosing Party shall inform the third party of the need to maintain confidentiality. The disclosing Party shall make reasonable efforts to obtain a signed confidentiality Agreement from a third party (other than a court, an administrative or judicial body or regulatory body) with respect to the terms of this Agreement. This provision shall survive termination of the Agreement.
- (b) If a Party to this Agreement contemplates any public release or announcement about this Agreement or the business arrangements made pursuant to it, the Party shall send the other Party the text of the proposed press release a reasonable time in advance of issuing the release.

21. RECORDS

The Broker shall keep regular and accurate records of all dealings for or on behalf of the Company and its Policyholders or applicants for Policies, and shall forthwith on request by the Company send to the Company a copy of every letter or paper sent by the Broker to, or received by the Broker from, every prospect for a Company Policy before and after the Policy is issued. The Broker shall send to the Company forthwith all Policies not taken, copies of all receipts issued by the Broker for premiums, interest or other amounts payable to the Company, and all Policy receipts. The records maintained by the Company shall be competent and conclusive evidence of the state of accounts between the parties. The Company shall have the right at any time and from time to time, on 30 days prior notice to the Broker, through its auditors or designated representatives, to examine any and all books and records of the Broker pertaining to the sale of Company products, including but not limited to sales literature, computer records and Policyholder files.

22. NOTICE

All notices under this Agreement to be given by one party to the other shall be in writing and shall be deemed to be duly given immediately upon personal delivery to the other party or its authorized representative or the next day following the day such notice is deposited with any commercial mail service organization; in the case of the Company, addressed to its Head Office, and in the case of the Broker, to the last address filed in writing with the Company.

23. MISCELLANEOUS PROVISIONS

- (a) This Agreement supersedes all previous agreements, whether written or oral between the Company and the Broker. It will be in full force and effect until suspended or terminated as provided herein.
- (b) All unused supplies, including application forms, rate cards and other properly furnished by the Company to the Broker will remain the property of the Company and will be promptly returned to the Company upon demand.

24. GOVERNING LAW AND ARBITRATION

This Agreement and any and all schedules and amendments are governed by and interpreted in accordance with the law of the province in which the Broker's principal office is located and the federal laws of Canada applicable therein. The parties covenant and agree that any dispute, claim, question or difference arising out of, relating to, or connected with this Agreement and any and all schedules and amendments shall be finally settled by arbitration in accordance with the laws of the province in which the Broker's principal office is located and the federal laws of Canada and shall be conducted in the English language.

25. AMENDMENT

This Agreement may be amended in writing at any time upon mutual agreement of the Broker and the Company.

26. SEVERABILITY

The invalidity of any provision or part herein shall not affect the validity or enforceability of any other provision or part.

27. NOTIFICATION OF BANKRUPTCY AND OTHER PROCEEDINGS

The Broker shall notify the Company forthwith if any petition is filed against the Broker in bankruptcy, or if the Broker is declared bankrupt or makes voluntary assignment in bankruptcy or a proposal under any legislation relating to bankruptcy or insolvency. The Broker shall deliver to the Company, forthwith upon receipt thereof, a copy of any summons, warrant, statement of claim, notice or correspondence received from any governmental agent or self-regulatory authority or from any civil complainant that relates to acts, omissions, practices, conditions or circumstances that such agency, authority or complainant alleges or considers to be in violation of applicable laws (including criminal laws) or regulatory or ethical requirements.

Broker Agreement (cont.)

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

Broker

WITNESS

By: _____

By: _____

Managing General Agent (MGA)

WITNESS

By: _____

By: _____

FORESTERS LIFE INSURANCE

FORESTERS™

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

I/We the undersigned (herein called the Principal(s) of the Broker) covenant and agree with the company to be bound by each and every one of the terms and conditions of this Agreement and that I/we will be bound with the Broker. I/we will pay to the Company on demand any and all indebtedness of the Broker to the Company under this Agreement. I/we will notify the Company in writing prior to effecting or permitting any change in any or all of the Principal(s) of the Broker.

Witness

Principal

Witness

Principal

Witness

Principal

Foresters Life Insurance Company
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Broker Agreement Annualization Addendum

Notwithstanding Note 1 on Schedule "A" to the Agreement, when a Policy on which commission is payable to the Broker is placed in force and the Policy is payable monthly by pre-authorized cheque or is payable semi-annually, the Company will; subject to the terms and conditions hereof, pay to the Broker an annualized commission in respect of the full premium for the first policy year. No annualized commission is payable in respect of renewal premiums.

Such an annualized commission is, to the extent that the full first year premium has not been received by the Company, an advance by the Company to the Broker. If a Policy goes out of force before the full first year premium has been received, then any such unearned commission advance will be charged back to the Broker's account. Any debit balance in the Broker's account is due and payable to the Company immediately.

The total annualized commission on all policies on the same life shall not exceed \$5,000.

If the Broker forwards business to the Company through a Managing General Agent (MGA), then this addendum is not effective unless and until the MGA Endorsement is received by the Company.

This Addendum may be modified or terminated by the Company at any time by notice in writing to the Broker, but no such modification or termination shall apply in respect of policies issued by the Company prior to the giving of such notice.

SIGNED AND DATED at _____, in the Province of _____

This _____ day of _____, _____.

(Print or type name of Broker)

Signature

Broker Code

FORESTERS LIFE INSURANCE COMPANY

THE INDEPENDENT ORDER OF FORESTERS

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Foresters Life Insurance Company

3-1660 Tech Avenue, Mississauga ON L4W 5S8
(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.foresters.com

The Independent Order of Foresters

789 Don Mills Road, Toronto, ON M3C 1T9

Foresters™ is the trade name and a trademark of The Independent Order of Foresters ("Foresters"), a fraternal benefit society. Its subsidiaries, including Foresters Life Insurance Company ("Foresters Life"), are licensed to use this mark.

APPLICATION
FOR
CONTRACT OR SPONSORSHIP

to sell life insurance for

Foresters Life Insurance Company
(“Foresters Life”)
and
ForestersTM
(“Foresters”)

Please forward to:
Foresters Life Insurance Company
3-1660 Tech Avenue
Mississauga, ON, L4W 5S8
(905) 219-8000 • 1-800-267-8777 • Fax: (905) 219-8121

Instructions for
**Application for Contract or Sponsorship
to Sell Life Insurance**

Before contracting you as a producer, the contracting organization (collectively Foresters™ and Foresters Life Insurance Company) will require a fully completed Application for Contract or Sponsorship.

Instructions:

- A. The entire application must be completed on your initial application for contract or sponsorship.
- B. Submit the application to Foresters Life Insurance Company.
- C. Retain a copy of the application in your files.
- D. You must notify of any changes to the information contained in the application within 10 business days of the change.

It is your responsibility to submit the application when requesting a contract or sponsorship. It is also your responsibility to ensure that the information in the application is current prior to submitting it to the organization.

Application for Contract or Sponsorship

PART A

I. General Information

a) Date: _____ b) Date of Birth _____

c) Name of applicant: Mr. Mrs. Ms. Miss.

Other _____

(Firm name if company or partnership)

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

(Corporation, business style, trade name or partnership)

e) Are you a(n):

individual producer

corporation: corporate name _____

partnership

if a corporation or partnership,

list principals/partners, shareholders

f) SIN (or BIN if company): _____

g) Are you legally entitled to work in Canada? Yes No

h) Driver's Licence Number: _____

2. Business address(es) over last 5 years

Most recent

Address: _____

City: _____

Province: _____ Postal Code: _____

Phone: (____) _____ Fax: (____) _____

E-mail Address: _____

Previous

Address: _____ Apt. No. _____

City: _____

Province: _____ Postal Code: _____

3. Home address(es) over last 5 years

Most recent

Address: _____ Apt. No. _____

City: _____ Province: _____

Postal Code: _____ Phone: (____) _____

E-mail Address: _____

Previous

Address: _____ Apt. No. _____

City: _____ Province: _____

Postal Code: _____

4. Other business affiliations

a) Do you conduct, or are you associated with, any other business other than those specified in #1 above? Yes No

If "yes", give details, including name, location and nature of business in section 10.

b) Are you a partner, officer or director or in a non-arms length relationship with any other business? Yes No

If "yes", give details, including name, location and nature of business in section 10.

5. Insurance Companies

List, in order of total volume, the five insurance companies with which you have placed the most policies in the last 5 years. Indicate the lines of business for each company by a check mark under the corresponding product.

Co. Name	Are you still associated with co.?		No. of Yrs	Lines of Business			Persistency For Life Products (if known) (%)
	Yes	No		Life	Ann.	*Other	

*Example: disability, health

6. References

For applicants licensed for less than a year please provide three business references. Preferably, one reference must be from a company last transferred/worked:

1. Name & Title: _____

Co. Name: _____ Phone: _____

2. Name & Title: _____

Co. Name: _____ Phone: _____

3. Name & Title: _____

Co. Name: _____ Phone: _____

7. Formal Education and Designations

a) Highest education level attained:

elementary school

secondary school

CEGEP: Institution _____

university or college: degree/diploma _____

Institution _____

post graduate: degree _____

Institution _____

b) Do you have any of these or other designations?

Indicate year attained.

FLMI yr. ____ RFP yr. ____

LUATC 101 yr. ____ CFP yr. ____

LUATC 102 yr. ____ CLU yr. ____

LUATC 103 yr. ____ CH.F.C. yr. ____

Any other Professional Designation(s)

_____ yr. _____

_____ yr. _____

_____ yr. _____

If you are presently working on any of the above mentioned, please list: _____

8. Personal Profile

If you answer “yes” to any of the following questions, provide a full explanation in section 10.

- a) Have you ever been under any legal order to make monetary payments to another person or business entity, including spousal support if registered? Yes No
- b) Have you ever had your wage garnished? Yes No
- c) Are you currently indebted to any insurer or MGA or other financial services companies? Yes No
(if yes, specify name of creditor, anticipated duration of debit, existing amount, when debt commenced, repayment schedule, conditions for repayment)
- d) Have you ever been declared bankrupt or made a voluntary assignment in bankruptcy, or are you currently an undischarged bankrupt? Yes No
(if yes, include trustee’s name and address, location of bankruptcy filing. Assignment of Bankruptcy or Receiving Order, Statement of Affairs, and an explanation as to the circumstances of the bankruptcy)
- e) Have you ever been a controlling shareholder, or officer of a corporation which was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or is currently not discharged? Yes No
(if yes, include trustee’s name and address, location of bankruptcy filing. Assignment of Bankruptcy or Receiving Order, Statement of Affairs, and an explanation as to the circumstances of the bankruptcy)
- f) Has any partnership or corporation, of which you are or were at the time of such event a partner, officer, director or a controlling shareholder, ever pleaded guilty or been found guilty of an offense under any law of any province, territory, state, or country, or is any such partnership or corporation currently the subject? Yes No

- g) Have you ever pleaded guilty or been found guilty of an offense under any law of any federal statute or law of any other country or state, for which you have not been pardoned, or are you currently the subject of any charges? Yes No

Some examples of these offenses are fraud, theft, weapons charges, drug trafficking, physical assault, impaired driving, tax evasion and human Rights violations. You are not required to disclose minor traffic infractions such as speeding or parking violations.

- h) Have you ever been refused registration or a license under any legislation which required registration or licensing to deal with the public in any capacity (eg. insurance producer, RIBO broker, mutual funds salesperson, securities dealer, motor vehicle dealer) in any province, territory, state, or country; or have you held such a license and been the subject of a disciplinary proceeding? Yes No
(if yes, please give details including penalties imposed)
- i) Have you ever been reported to a financial services regulator which resulted in a disciplinary measure? Yes No
(if yes, give details including penalties imposed)
- j) Have you ever been terminated or resigned, or had any contracts cancelled which you held with any financial services company because you were accused of violating insurance or investment related statutes, regulations, rules, or industry standards of business conduct? Yes No
- k) Are you currently, or is there any reason to believe that in the future you will be, under any legal restriction or impediment which would prevent you from lawfully carrying on the business of insurance producer or broker? Yes No

Application for Contract or Sponsorship PART B

*The following pages must be answered, signed and submitted with each application for contract:
(Originals only, no photocopies)*

Name of Applicant _____
(Print)

11. Insurance Companies

Have you ever submitted business to Foresters™ or Foresters Life Insurance Company?

Yes No

If yes, indicate the name through which this business was submitted _____

12. Licenses/Registrations currently held

Please attach a copy of your life and/or accident and sickness license.

*Type of License	No. of years held	Any interruptions in licensing? If yes, give details in section 10		License Number	Level (if applicable)	Prov. or Terr.	Expiry/ Renewal Date	Sponsor or Dealer
		Yes	No					

* Life Insurance; Property & Casualty; Mutual Funds; Securities; Mortgage Broker; Real Estate Agent; Other

13. Errors and Omissions Coverage

a) Do you have Errors and Omissions Coverage? Yes No
(E&O Coverage is a requirement of Contracting with Foresters Life and Foresters)

Please attach a copy of your E&O certificate.

b) Has any policy or application for errors and omissions insurance on your behalf ever been declined, cancelled or renewal refused? Yes No
(if yes, please explain below)

Foresters™ is the trade name and trademark of The Independent Order of Foresters ("Foresters"), a fraternal benefit society. Its subsidiaries, including Foresters Life Insurance Company ("Foresters Life"), are licensed to use this mark.

14. Declarations

I expressly hereby declare that the information I have provided in this application form is complete and accurate in every respect, as of the date of signing.

I agree that the Foresters™ and Foresters Life Insurance Company (hereinafter collectively the “Company”) can verify my background information using an independent source concerning my credit record, my business record, my record of criminal convictions, and any other information relevant to my application to and sales relationship with the Company. I understand and agree that I must execute and deliver the enclosed consent and authorization to the Company.

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

I understand that a false statement or material omission including a failure to provide updated information may disqualify me from consideration for a contract to sell life insurance as a producer with the Company or result in the subsequent termination for cause of my business relationship with the Company.

Date

Signature of Applicant

I have interviewed the above named Applicant and am aware of nothing which precludes me from reasonably recommending the Applicant for contract or sponsorship with the below named Company.

Date

Signature of Manager or MGA

**Foresters™ and
Foresters Life Insurance Company**

Name of Company

Company Representative

CONSENT AND AUTHORIZATION

To whom it may concern:

I have applied to the below-named organization (the "Organization") for a contract to sell life insurance as a producer or I am currently under contract to sell life insurance as a producer for the Organization. Part of the contracting process and the ongoing review of my performance, or my agency's performance, is an investigation of my personal background. These investigations are conducted by the Organization and/or its authorized agent.

I have sold financial services including insurance as a principal through the following business styles, trade names, corporation or partnerships ("Listed Entities")

(Leave blank if none):

Name _____ Date _____

Name _____ Date _____

Name _____ Date _____

I make this authorization on behalf of myself and as authorized representative of the Listed Entities.

I hereby authorize and direct you to release to the Organization information contained in your files concerning my agency, my employment, my business records, my education record, my credit record including records pertaining to the listed entities and/or any other information relevant to a contract to sell life insurance as a producer with the Organization.

On behalf of the Listed Entities, and myself I specifically authorize the Organization to:

- Obtain a criminal activity clearance report from any police agency or government; information concerning certificates, licenses and registrations; any information concerning complaints or disciplinary measures from regulators, industry and professional organizations and associations;
- Exchange information with any regulator, professional registry or database, insurance company, financial institution, personal information agents or detective and security agencies or organizations whose functions are the prevention, detection or repression of crimes or offenses, market intermediaries, managing general agents, my employer or ex-employer, including all personal information which could be collected through verification of my application for employment or contract and ongoing performance.

I understand that the Organization will establish a file concerning my application or a contract and subsequent performance and that the personal information contained in this file will be consulted by the organization's employees and its authorized agents in relation to my contract to sell life insurance as a producer. The file will be kept at the Organization's offices. I may consult the personal information contained in this file and, if applicable, to have it rectified. A photocopy of the present consent has the same value as the original.

Upon request to any professional registry or database established by the industry and holding information about me, I shall be informed of the existence, use and disclosure of personal information and I shall be given access to that information for purposes of accuracy and completeness.

I further authorize the Organization to use my social insurance number in its files pertaining to me.

These authorizations shall be valid until the earliest to occur, of when it is revoked in writing by the Applicant, or 12 months after the Applicant ceases to receive any commission earnings from or through the Organization.

(Applicant's name): _____

Signed at _____ this _____.

(Applicant's signature): _____

(Organization): **Foresters™ and Foresters Life Insurance Company** _____

(Address): _____

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Foresters/Unity Life

To Whom It May Concern:

By this letter I am assigning all of my Foresters/Unity Life compensation, F.Y.C. and Bonus, to National Best Inc. (62950).

Signature of Broker

Date

By this letter assignee's name, as assignee, accepts all the compensation, F.Y.C. and Bonus, for agent.

Signature of Assignee

Date



The Foresters Story

The following key messaging has been designed to assist you in presenting "The Foresters Story" to your clients.

Initial Meeting:

Foresters™ is a not-for-profit, fraternal benefit membership organization with a 130-year legacy of:

- Helping its members achieve financial security through life insurance and annuity products
- Investing its time, talent and financial strength to improve members' communities through support of local and national charitable and community organizations across Canada, the United States and the United Kingdom, including Children's Miracle Network and Prevent Child Abuse America
- Giving its members opportunities for voluntary service to others, personal development, and social interaction through community projects and exclusive Foresters events through a network of member groups

As a fraternal organization, Foresters provides the following benefits to its membership:

- Unique opportunities for members to get involved and make a difference in their local community through a network of member groups known as branches
- Invitations to exclusive Foresters events
- Complimentary life, health and educational member benefits. Member benefits available as of January 2010, include:
 - Competitive Scholarships
 - Orphan Benefits
 - Terminal Illness Loan
 - Everyday Money
 - Critical Illness Benefit
- Member benefits are offered to eligible members, at no additional cost, who are the insured/annuitant on individual insurance, and most annuity, products only. Contact Foresters Life Insurance Company to confirm current eligible products.
- Member benefits are not part of the member's policy or certificate of insurance. They are non-contractual and are subject to change or discontinuation at the discretion of Foresters
- Clients should go to www.foresters.com/membership for details of Benefits of Membership
- Voting rights and governance opportunities

Delivery Meeting:

- Reinforce membership advantages (reiterate all points above from initial meeting)
- Deliver and review membership pamphlet and member benefits brochure
- Advise your client that as a member they will be contacted by Foresters about opportunities to get involved in community projects and exclusive Foresters events
- Encourage them to call www.foresters.com to:
 - Find out more about voting right and governance
 - Sign up for member newsletters
 - Register to be contacted by email to be invited to exclusive events and community opportunities

If you have any questions about this document or require further information on the benefits of Foresters Membership, please contact your Foresters Life Marketing contact or the Marketing Department at 1-800-267-8777.

Foresters Life Insurance Company

3-1660 Tech Avenue, Mississauga ON L4W 5S8

(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.foresters.com

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Unity Life of Canada
A Foresters Company



EFT Commission Payments and Commission Statements

Unity Life of Canada ("Unity Life") and/or The Independent Order of Foresters ("Foresters") will directly deposit your commissions into a bank account of your choice. Unity Life will e-mail the commission statement to you. Foresters will post your commission statement on **ezbiz** at www.foresters.com. Please attach a void cheque or a document from your bank listing the account information. The name on the bank account must match your Contract, E & O and supporting licence documentation on file.

Contract #:		Contract Name:	
		(as listed on contract)	
E-mail Address:			
I hereby give Unity Life and Foresters the authority to deposit commissions into my bank account.			
Printed Name	Signature		
Date			

NATIONAL BEST	002
#1242, 4818 - Westwinds Drive NE	DATE 2 0
Calgary, AB T3J - 3Z5	Y Y Y Y M M D D
P: (403) 590-4500, www.nationalbest.ca	
PAY to _____	\$ _____
the order of _____	
VOID	100 DOLLARS
Canada Trust	PER VOID
109, 77 CASTLERIDGE BLVD. N.E.	PER _____
CALGARY, ALBERTA T3J 3J8	
RE _____	

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