



Contracting Checklist for Foresters

In order to complete the contracting process, please closely follow the checklist below. Each question **MUST BE ANSWERED** on all forms including correspondence to 'yes' answered background questions. If a question does not apply to you, place the abbreviation "N/A" in the blank.

- Signed and Completed the Application for Contract and Appointment
- Signed and Completed Broker/Agent Appointment Data and Information
- Signed and Completed Foresters GA or Producer Agreement
- Provide a photocopy of your E&O Certificate
- Signed and Completed Agent Information/Commission Assignment (Include voided check)
- Send a copy of your Current License for all states you wish to be appointed
- Send a copy of your most current AML certification or date completed if done with LIMRA
- W-9 Completed Form

Send the above information to SMiG:

By Email: contracts@smig-inc.com

By Fax: 314-685-8013

By Mail: Senior Marketing Insurance Group
415 S 18th St, Suite 101
Saint Louis, MO, 63103

The licensing process cannot begin until all of the above items have been received!!! If you have any questions, please call us at: 866-345-0109.



Application for Contract and Appointment with Foresters

1. General Information

Producer General Agent Sole proprietorship Partnership Corporation

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

Licensed Corporate Name, if applicable _____

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

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

Email Address _____

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

Marital Status _____ Spouse's Name _____

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

Address _____ Suite # _____ City _____

State _____ Zip Code _____ Phone () _____

Fax () _____ Cell () _____

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

Current Address _____ Apt # _____ City _____

State _____ Zip Code _____ Phone () _____

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

Previous Address _____ Apt # _____ City _____

State _____ Zip Code _____

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

Account Holder Name _____ Bank Routing Number _____

Account Type Checking Savings Account Number _____

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

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

For Florida Non-Resident please indicate applicable counties: _____

*Life, Life & Health, Life & Annuity, Life, Annuity & Health, Fraternal

NOTE: A fraternal license is required to write business in Connecticut, Massachusetts and New Mexico.

6. Errors and Omissions Coverage

Do you have errors and omissions (E&O) coverage? Yes (If yes, attach proof of current coverage and provide complete details) No (If no, have you applied for Foresters' E&O Group coverage, Yes No)

Coverage Amount Effective Date Expiry Date Carrier Name Policy Number Certificate Number

If no, E&O coverage is mandatory and must be in the amount of \$1 million. Foresters' sponsored group E&O coverage is available to all producers contracted with Foresters. For details and access to CalSurance's easy on-line enrollment, please go to their website at <http://www.calsurance.com/iof> or email info@calsurance.com or call CalSurance at 1-800-745-7189.

Has any policy or application for E&O insurance on your behalf ever been declined, cancelled or renewal refused, or have you ever made a claim against any such policy? Yes No (If yes, provide complete details in Additional Information Section below.)

7. Personal Disclosure Profile

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

(Corporation, business style, trade name or partnership)

b. Driver's License Number _____ Issuing State _____

c. Are you legally entitled to work in the US?..... Yes No

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

d. Have you ever been employed/contracted by and/or submitted business to Foresters?..... Yes No
If yes, indicate the name through which this business was submitted. _____

e. Have you ever been charged with, convicted of, or pled guilty or no contest to a felony or misdemeanor or are any such proceedings pending?..... Yes No

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

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

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

i. Have you ever filed for bankruptcy?..... Yes No
If yes, is the bankruptcy active or pending?..... Yes No

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

j. Are any financial obligations in arrears or in collection? Yes No
If yes, what is the current total amount all of those overdue debts \$ _____

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

9. Declarations

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

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

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

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

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

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

Date (mm/dd/yyyy)

Signature of Applicant



1-800-689-2800
801 Gray Oak Drive
Columbia, MO 65201
Fax 573-875-2778

SIGN HERE

10. Notice, Consent and Authorizations

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

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

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

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

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

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

Consent Statement

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

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

SIGN HERE

Date (mm/dd/yyyy)

Signature of Applicant

11. Direct Deposit Authorization

Direct Deposit Authorization

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

SIGN HERE

Date (mm/dd/yyyy)

Signature of Applicant

12. a) Anti-Money Laundering Training

Have you taken AML training?

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

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

12. b) Certification of Anti-Money Laundering Training

Certification of Anti-Money Laundering Training

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

Please provide details below:

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

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

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

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

SIGN HERE

Date (mm/dd/yyyy)

Signature of Applicant

13. New Business

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

- No
- Yes

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

State in which new business was written in: _____

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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



THE INDEPENDENT ORDER OF FORESTERS General Agent Agreement

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

1. PURPOSE

The Agreement allows Foresters to compensate you for the production of insurance business ("Certificates") issued by Foresters that are sold by you, and licensed producers recruited by you or under your management, on behalf of Foresters.

2. APPOINTMENT AND AGREEMENT

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

You shall not have exclusive rights of solicitation for any product issued by Foresters or for any geographic territory and you agree to obtain and maintain any state insurance license(s) necessary to solicit business on behalf of Foresters. You shall ensure that no individual shall offer or sell the Certificates on your behalf in any state other than the jurisdiction(s) in which the Certificates may be lawfully sold.

You are authorized to recruit licensed producers on behalf of Foresters and to promote life insurance sales through such licensed producers. Licensed producers recruited by you for Foresters are subject to approval by Foresters and will be contracted by Foresters. For purposes of this Agreement, the term "licensed producers" includes any individual, corporation or other entity contracted by Foresters on which you are eligible to receive a commission.

3. RELATIONSHIP

You are an independent contractor and nothing in this Agreement, or any other agreement between you and Foresters, shall be construed to create the relationship of employee and employer between you and Foresters or, if you are a corporation, between any officer, employee, licensed producers or other associated person of yours. As an independent contractor, you are free to operate in the manner you deem appropriate, subject to the applicable laws and regulations. You are totally responsible for all business expenses you incur as an independent General Agent.

4. COMPENSATION

4.1 General

Foresters agrees to pay you first-year and any renewal commissions, as well as override commissions ("compensation") on business sold by you ("Personal

19. DUPLICATE ORIGINALS

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

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

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

Witness

General Agent Signature



Print or Type Name of General Agent

Title: _____
ONLY if General Agent is a corporation

Date: _____

The Independent Order of Foresters

By: _____
Signature

Title: _____

Date: _____

Foresters Advancing

Please select the amount of advancing you wish to receive, upon company approval.

1) Maximum Percentage Advance

- a. 50%
- b. 75%

2) Maximum Dollar Amount

- a. \$1,500
- b. \$2,500
- c. \$3,500



**ADVANCE COMMISSION ADDENDUM
TO THE GENERAL AGENT AGREEMENT**

BETWEEN

THE INDEPENDENT ORDER OF FORESTERS ("Foresters")

- and -

_____ **("General Agent")**

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

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

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

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

3. On any Certificate where the commission exceeds the lesser of the percentage or approved dollar amount to be paid as annualized, any commission above that approved percentage or dollar amount will be paid as earned if and when the remaining premium is paid.
4. If any Certificate lapses or otherwise goes out of force (other than by reason of death), you hereby agree to immediately repay Foresters the amount of unearned commissions, if any.
5. Foresters may, in its sole discretion and upon written notice by electronic transmission (email) or fax to the General Agent, immediately terminate the annualization of any and all commissions to the General Agent with respect to Certificates put in force thereafter, and all commissions will be payable as earned on those Certificates; or, Foresters may otherwise modify the terms and conditions of this Advance Commission Addendum by the same means. Any modifications will only affect Certificates issued on or after the effective date of the change.
6. This Advance Commission Addendum shall form a part of the Agreement and incorporated therein, and all the terms and conditions of the Agreement and any supplements or Commission Schedules to it shall remain in full force and effect unless specifically modified in this Commission Advance Addendum.
7. This Advance Commission Addendum shall have no force and effect until accepted by Foresters. If accepted, the Advance Commission will be in force and effective on the date it is processed by Foresters.

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

 SIGN HERE

General Agent Signature

Print or Type Name of General Agent

Date

Title, ONLY if General Agent is a corporation

Supervising General Agent Approval is required for both:

A) Maximum Percentage Advance: _____% B) Maximum Dollar Advance: \$ _____

SGA's Signature

Type or Clearly Print Name of Signing SGA

Date

Foresters Agent Code of Signing SGA

The Independent Order of Foresters Acceptance

By: _____
Signature

Title: _____

Date: _____