

Broker Agreement



Effective January 23, 2012 Unity Life of Canada's name will change to Foresters Life Insurance Company.

With Unity Life of Canada and/or The Independent Order of Foresters

This **Broker Agreement** (“**Agreement**”) is made between the undersigned _____ **Broker** and each of **Unity Life of Canada (Unity Life)** and **The Independent Order of 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: _____

UNITY LIFE OF CANADA

THE INDEPENDENT ORDER OF 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

Unity Life of Canada
1660 Tech Avenue, Suite 3, Mississauga ON L4W 5S8
(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.unitylife.ca

The Independent Order of Foresters
789 Don Mills Road, Toronto, ON M3C 1T9

Broker Agreement Annualization Addendum



Effective January 23, 2012 Unity Life of Canada's name will change to Foresters Life Insurance Company.

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

UNITY LIFE OF CANADA

THE INDEPENDENT ORDER OF FORESTERS

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Unity Life of Canada
3-1660 Tech Avenue, Mississauga ON L4W 5S8
(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.unitylife.ca

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Broker Agreement



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With Unity Life of Canada and/or The Independent Order of Foresters

This **Broker Agreement** (“**Agreement**”) is made between the undersigned _____ **Broker** and each of **Unity Life of Canada (Unity Life)** and **The Independent Order of 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:

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2. EFFECT

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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

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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.

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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: _____

UNITY LIFE OF CANADA

THE INDEPENDENT ORDER OF 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

Unity Life of Canada
1660 Tech Avenue, Suite 3, Mississauga ON L4W 5S8
(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.unitylife.ca

The Independent Order of Foresters
789 Don Mills Road, Toronto, ON M3C 1T9

Broker Agreement Annualization Addendum



Effective January 23, 2012 Unity Life of Canada's name will change to Foresters Life Insurance Company.

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

UNITY LIFE OF CANADA

THE INDEPENDENT ORDER OF FORESTERS

By: _____

By: _____

Title: _____

Title: _____

By: _____

By: _____

Title: _____

Title: _____

Unity Life of Canada
3-1660 Tech Avenue, Mississauga ON L4W 5S8
(905) 219-8000 1-800-267-8777 Fax: (905) 219-8121 www.unitylife.ca

The Independent Order of Foresters
789 Don Mills Road, Toronto, ON M3C 1T9

Effective January 23, 2012 Unity Life of Canada's name will change to Foresters Life Insurance Company.

APPLICATION FOR CONTRACT OR SPONSORSHIP

to sell life insurance for

**Unity Life of Canada
("Unity Life")**

and

**The Independent Order of Foresters
("Foresters")**

**Please forward to:
Unity Life of Canada
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 Unity Life and Foresters) 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 Unity Life of Canada.
- 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 Unity Life or Foresters?

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 Unity 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)

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 Unity Life and Foresters (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

Unity Life and Foresters

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): **Unity Life and Foresters** _____

(Address): _____

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

Effective January 23, 2012 Unity Life of Canada's name will change to Foresters Life Insurance Company.

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 Unity Life 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 be encouraged to 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 Unity Life Marketing contact or the Marketing Department at 1-800-267-8777.

Unity Life of Canada

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