

By Federal Express

Marsh ConsumerConnexions,
a service of Seabury & Smith, Inc.
Two Logan Square, 21st Floor
Philadelphia Pennsylvania
Attention: Stacy Menditto

Re: Letter Agreement regarding Marsh ConsumerConnexions Insurance Program

As an authorized representative of the undersigned Fraternal Benefit Society (“Society”), I hereby confirm to Marsh ConsumerConnexions, a service of Seabury & Smith, Inc., a Delaware corporation (“Marsh”), Society’s agreement and commitment to participate in Marsh’s insurance program for The National Fraternal Congress of America (“NFCA”), its Fraternal Benefit Society Members, and their respective member individuals (the “Marsh Insurance Program”).

Society hereby specifically agrees to the following commitments, obligations and understandings:

1. Society’s participation in the Marsh Insurance Program will be for a three (3) year term, which term will automatically renew annually unless Society provides written notice to Marsh at least ninety (90) days prior to the applicable renewal date.

2. Society understands that the Marsh Insurance Program is governed by the Affinity Program Agreement (“Program Agreement”) and Royalty Agreement, each entered into by Marsh and NFCA and effective as of August 15, 2008 (“Royalty Agreement”). Society also understands that the Program Agreement contains an exhibit setting forth a form of letter agreement substantially similar to this Letter Agreement; accordingly, this Letter Agreement is contemplated to be the Letter Agreement signed by each fraternal benefit society member of NFCA that wishes to participate in the Marsh Insurance Program.

3. Society will deliver Society’s logo and a member mailing list (“List”) to Marsh on a quarterly basis. We understand that Marsh is obligated to keep all Lists confidential and to use them solely for the purpose of performing marketing activities expressly permitted under the Royalty Agreement, and we further understand that we are a third party beneficiary under the Royalty Agreement (solely) for this limited purpose. Society will keep its mailing list current (updated no less than quarterly) and maintain it consistent with applicable law and the internal policy of both NFCA and Society. We understand that the Program Agreement states that ownership of the logo and mailing list remains at all times with Society, that Society is a third party beneficiary under the Program Agreement (solely) for this limited purpose, and that Society may require return or certification of destruction such logos and Lists upon termination of the Agreement

that are not affixed to or part of Program marketing materials, which will remain subject indefinitely to the confidentiality obligations and use prohibitions of the Program Agreement and Royalty Agreement.

4. Society permits Marsh to use information concerning Society members for marketing analysis and data modeling purposes, with the understanding that the Program Agreement also requires Marsh to keep all such modeling information confidential.

5. Society will permit Marsh to use its name and logo (“Society Logos”) in connection with marketing the Marsh Insurance Program to Society members, provided that Marsh places the Society Logos only on marketing and fulfillment materials that have been approved in writing in advance by NFCA. Society will refrain from insisting that Marsh make any changes to such Program marketing materials and will instead direct any and all comments or input on such materials to NFCA; Society’s sole option if it disapproves of any particular marketing piece is to request, upon no less than fourteen (14) days’ requisite prior written notice, that none of its Members receive any solicitation using the Program materials in question.

6. Society hereby agrees and acknowledges that: (i) Marsh will provide compensation under the Royalty Agreement to the NFCA which will be solely responsible for forwarding any and all to the Society compensation due to the Society under the Program for the rights Society will grant under this Letter Agreement in accordance with the royalty schedule provided to the Society by the NFCA; and (ii) Society will neither develop nor retain any right or claim of ownership regarding any aspect of the Marsh Insurance Program, other than its continuing ownership of the Lists.

7. NFCA is a third party beneficiary of this Letter Agreement as it relates (only) to enforcement of its rights against Marsh.

Sincerely,

By: _____

Name:

Title:

Society Name:

ACCEPTED AND AGREED TO THIS ___ DAY OF _____, 2008

MARSH CONSUMERCONNECTIONS, A SERVICE OF SEABURY & SMITH, INC.

By: _____

Name:

Title: Managing Director