

DISCLOSURE AND CONSENT TO ELECTRONIC SIGNATURE AND TRANSACTION

Please read this Agreement carefully, print a copy, and/or retain this information electronically for future reference.

1. DEFINITIONS.

The following words and phrases shall have the meanings given to them, unless the context clearly indicates otherwise:

“Agreement”: This Disclosure and Consent to Electronic Signature and Transaction form and the online Request for Change of Beneficiary executed at the date and time the Disclosure and Consent to Electronic Signature and Transaction form is signed.

“Certificate”: A contract of insurance or an annuity between Modern Woodmen and You.

“Electronic Signature”: an electronic sound, symbol or process attached to or logically associated with the Agreement and executed or adopted by You with the intent to sign the Agreement.

“Modern Woodmen,” “We,” “Us,” or “Our”: Modern Woodmen of America, 1701 1st Avenue, Rock Island, IL 61201. “Modern Woodmen” shall also include Modern Woodmen’s subsidiaries and affiliates.

“Parties”: Modern Woodmen and You.

“You,” “Your,” or “Owner”: The person(s), entity, or interest described in any ownership and control provision of the Certificate selected during the online Request for Change of Beneficiary process. Attorneys-in-fact, guardians, and conservators for the person(s), entity, or interest described in any ownership and control provision of the Certificate selected during online Request for Change of Beneficiary process are not included in this definition and therefore, such persons cannot submit a Request for Change of Beneficiary online.

2. INTRODUCTION.

This Agreement informs You of Your rights and responsibilities when using an electronic signature to conduct this electronic transaction with Modern Woodmen.

3. GEOGRAPHIC RESTRICTIONS.

A. INTERNATIONAL RESIDENTS

Modern Woodmen is based in the State of Illinois in the United States of America. We provide for the use of an electronic signature and this electronic transaction only by persons located in the United States. We make no claims that electronic signatures or this electronic transaction are appropriate or legal outside of the United States.

B. MASSACHUSETTS RESIDENTS

If the Certificate You selected during the online Request for Change of Beneficiary process was issued in Massachusetts or You reside in Massachusetts, then You may not submit an online Request for Change of Beneficiary.

4. INFORMATION REQUIRED TO BE IN WRITING.

This Agreement demonstrates that Modern Woodmen and You have agreed to conduct this transaction by electronic means. The Parties acknowledge that if a provision of law, a Certificate, or Modern Woodmen's By-Laws requires a person or entity to provide, send, or deliver information in writing or provide written notice to another person or entity for purposes of this transaction and Agreement, the requirement is satisfied if the information is provided, sent, or delivered, as the case may be, in an electronic record capable of retention by the recipient at the time of receipt.

5. HARDWARE AND SOFTWARE REQUIREMENTS.

Before agreeing to the use of an electronic signature and this electronic transaction, it is Your responsibility to ensure that You have the necessary hardware and software to view and complete this Agreement and electronic transaction. You are responsible for ensuring that neither Your software nor Your Internet service provider inhibits or interferes with this Agreement, the use of Your electronic signature, or this electronic transaction.

6. OWNERSHIP AND AUTHORITY TO ACT.

By electronically signing this Agreement, You agree and are asserting that You are authorized under any ownership and control provision of the Certificate selected during this online Request for Change of Beneficiary to change the selected Certificate's beneficiary designation. You further attest that, to the best of Your knowledge, the insured or annuitant of the aforementioned selected Certificate is living at the time You electronically sign this Agreement.

7. EFFECTIVE DATE OF THIS AGREEMENT.

By electronically signing this Agreement, You acknowledge that this is a Request for Change of Beneficiary and as such, changes and updates are not effective immediately upon submission. You further acknowledge and agree that Your request, when acknowledged in writing by the National Secretary of Modern Woodmen, will take effect on the date this Agreement was signed, subject to any payment made or other action taken by Modern Woodmen before such acknowledgment by Modern Woodmen's National Secretary.

8. SCOPE OF CONSENT.

Your consent to the use of an electronic signature and electronic transaction applies only to this Agreement. You agree that Modern Woodmen may send You an email confirming its receipt of Your request. It is Your responsibility to ensure that emails from Modern Woodmen are not routed to Your email account's spam or junk folder. This Agreement will not affect the form of delivery of any other information from Modern Woodmen. If a law requires Us to provide, send, or deliver information in writing to You by a specified manner, such as by U.S. mail, We will continue to do so.

Your consent to this Agreement is voluntary. You have the option to request that Modern Woodmen provide You with paper copies of Our Request for Change of Beneficiary or Name form (i.e., Form 948). If You wish to obtain a non-electronic Request for Change of Beneficiary or Name form, contact Your Modern Woodmen Representative or Our Home Office at 1-800-447-9811, or follow the instructions for downloading the Request for Change of Beneficiary or Name form presented during the online Request for Change of Beneficiary process.

9. LEGAL RECOGNITION OF ELECTRONIC RECORDS, ELECTRONIC SIGNATURES, AND ELECTRONIC CONTRACTS.

You agree that this Agreement and Your electronic signature may not be denied legal effect or enforceability solely because this Agreement or Your signature is in electronic form or stored as an electronic record. If a provision of law, a Certificate, or Modern Woodmen's By-Laws requires a signature, Your electronic signature satisfies such provision for purposes of this Agreement and electronic transaction.

10. USE OF ONLINE REQUEST FOR CHANGE OF BENEFICIARY PROCESS.

Modern Woodmen reserves the right, in Our sole discretion, to discontinue the use of an online Request for Change of Beneficiary process. Modern Woodmen further reserves the right to, after reviewing Your request, deny Your request to the extent permitted under any applicable law, Certificate, or Modern Woodmen's By-Laws and/or require You to complete a paper request for a change of beneficiary (e.g., Form 948: Request for Change of Beneficiary or Name). We also reserve the right to require You to accept an amended version of this Agreement.

11. CONSENT AND ACKNOWLEDGMENT.

BY AFFIRMATIVELY RESPONDING TO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE BENEFICIARY(IES) DESIGNATED DURING THE ONLINE REQUEST FOR CHANGE OF BENEFICIARY PROCESS. YOU ACKNOWLEDGE AND CONSENT THAT AS PART OF YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT THAT CERTAIN CONFIDENTIAL INFORMATION REGARDING YOUR PERSONAL FINANCIAL MATTERS ("PERSONAL FINANCIAL INFORMATION") AND OTHER PERSONALLY IDENTIFIABLE INFORMATION MAY BE DELIVERED ELECTRONICALLY TO MODERN WOODMEN. YOU CONSENT TO THE DELIVERY OF SUCH CONFIDENTIAL INFORMATION, PERSONAL FINANCIAL INFORMATION, AND PERSONALLY IDENTIFIABLE INFORMATION TO MODERN WOODMEN BY THE ELECTRONIC MEANS SPECIFIED IN THIS AGREEMENT.

By checking the box and clicking "CONFIRM BENEFICIARY DESIGNATION," You agree to the terms and conditions of this Agreement, including the following: You have read and understand the information in this Agreement about the use of an electronic signature and an electronic transaction. You have been able to view this information electronically. You agree that Your consent is legally binding and enforceable and the legal equivalent of Your handwritten signature and has the same meaning as Your handwritten signature. By electronically signing this Agreement, You consent to the beneficiary changes You made during this online Request for Change of Beneficiary process related to Your Certificate, acknowledge that You have expressly selected such designations, and revoke any previous designation(s). You acknowledge that neither Modern Woodmen nor any subsidiary or affiliate of Modern Woodmen shall be liable for any claims, losses, damages, expenses or taxes (including penalties and interest) arising out of or in any manner directly or indirectly, connected with Your beneficiary designations.