

AGENCY SERVICES AGREEMENT

The purpose of this Agreement is to allow MedLink, Incorporated dba AgentLink, a Kentucky corporation, 2001 Lake Point Way, Louisville, Kentucky 40223, hereinafter referred to as "AgentLink" to become the sales and servicing partner for the certain insurance clients of _____, hereinafter referred to as "Agency". This agreement allows the Agency to receive revenue from new insurance sales as well as providing a "hands off" approach to service and retention of existing insurance business.

NOW, THEREFORE, in consideration of their mutual promises and agreements, the parties agree as follows:

1. Appointment; Terms and Conditions. For and during the term of this Agreement, Agency hereby appoints AgentLink as its representative upon the following terms and conditions:

a. AgentLink agrees to work with the Agency to service the following types of insurance accounts:

- | | |
|--|---|
| <input type="checkbox"/> Group Health Insurance | <input type="checkbox"/> Life Insurance |
| <input type="checkbox"/> Individual Health Insurance | <input type="checkbox"/> Long Term Care Insurance |
| <input type="checkbox"/> Ancillary (dental, vision) | <input type="checkbox"/> Short/Long Term Disability |
| <input type="checkbox"/> Accident | <input type="checkbox"/> Fixed or Indexed Annuities |
| <input type="checkbox"/> Cancer/Critical Illness | <input type="checkbox"/> Medicare Supplements |
| <input type="checkbox"/> Other - _____ | |

Services include, but are not limited to, the following:

- i. Handle new sales for Agency referrals.
- ii. Resolving service issues.
- iii. Timely delivery of renewal notices and alternative options.
- iv. Regular market studies to evaluate the appropriateness of benefits.
- v. Conduct open enrollment meetings and employer and employee presentations if applicable.
- vi. Provide qualified staff, systems and materials to service and maintain accounts.
- vii. Provide regular communication to Agency on activity with clients.

b. Agency agrees to the following:

- i. Introduce AgentLink to clients.
- ii. Supply AgentLink files or access to files in order to accumulate necessary information to service accounts.
- iii. Take any further action reasonably requested by AgentLink.

2. Compensation. Compensation on all group insurance policies written and serviced by AgentLink pursuant to this Agreement will be split 60% for AgentLink and 40% for Agency. Compensation on all individual insurance policies written and serviced by AgentLink pursuant to this Agreement will be split 70% for AgentLink and 30% for Agency. Commissions generated by adding additional lines of coverage will be split 60% of AgentLink and 40% for Agency for group insurance policies and 70% for AgentLink and 30% for Agency for individual insurance policies. Upon termination of this Agreement compensation on all policies that were serviced by AgentLink pursuant to this Agreement shall be paid to AgentLink for six (6) months following the date of termination. Commissions will be paid monthly to Agency via EFT by AgentLink.

Individual Life insurance will be split based upon the “Annualized Target Premium” (aka Commissionable Target Premium, Target Premium, or Commissionable Premium); for term cases, that means the annual amount of premium the client pays (sometimes minus a policy fee). However, on UL cases and some other permanent plans, the “Annualized Target Premium” is usually different than the annualized premium that the client pays. AgentLink will inform the agent of which level the case falls into once the case has been placed in force. The following splits will apply:

- Annualized Target Premium of \$1 to \$999.99 will be split 70%-30%; 70% to AgentLink and 30% to the referring agent;
- Target Premium of \$1000 to \$2499.99 will be split 60%-40%; 60% to AgentLink and 40% to the referring agent; and
- Target Premium greater than or equal to \$2500 will be split 50%-50%

3. Agent of Record. All insurance policies written under the terms of this Agreement shall be written under AgentLink’s producer code.

4. EasyApps. The preferred online quoting system to be used by AgentLink is EasyApps. There is a \$3 charge per employee per year. This fee is to be paid by the Agency. Agency can choose to be billed for this fee or the fee can be deducted from Agency’s commission. Please check the box below for your preference.

Bill Agency

Deduct from Commissions

5. Relationship. Agency and AgentLink are independent contractors and not employees, partners or joint-venturers of the other. AgentLink covenants and represents to Agency that it, and each of its employees who will be servicing Agency’s accounts, holds any and all permits, licenses, authorizations and approvals required to lawfully participate in the servicing of the contracts of insurance. Agency covenants and represents to AgentLink that it holds any and all permits, licenses, authorizations and approvals required to lawfully participate in the marketing, sale and placement of the contracts of insurance that AgentLink will be servicing.

6. Non-competition Covenants. The parties covenant and agree as follows:

- a. During the Term of this Agreement and for a period of two (2) years following termination of this Agreement for any reason, Agency covenants and agrees that it will not, directly or indirectly, solicit or

accept applications for the issuance or placement of contracts or policies for medical or ancillary benefits from, for or on behalf of any AgentLink agents, excluding those AgentLink agents with whom Agency had conducted transactions as of the date of this Agreement or at any time during the 12 month period immediately preceding the date of this Agreement. Agency acknowledges that such covenant is supported by good and valuable consideration and is entered into for legitimate purposes.

- b. During the Term of this Agreement and for a period of two (2) years following termination of this Agreement for any reason, AgentLink covenants and agrees that it will not, directly solicit any Agency agents for the issuance or placement of contracts or policies for medical or ancillary benefits, excluding those Agency agents with whom AgentLink had conducted transactions as of the date of this Agreement or at any time during the 12 month period immediately preceding the date of this Agreement. AgentLink also agrees that it will not directly solicit customers of Agency for the issuance or placement of contracts or policies for medical or ancillary benefits for a period of two (2) years following termination of this Agreement. AgentLink acknowledges that such covenant is supported by good and valuable consideration and is entered into for legitimate purposes.

7. Confidential Information and Materials. Agency and AgentLink covenant and agree that all Secret or Confidential Information and Material (as hereafter defined) disclosed to Agency and AgentLink is the exclusive property of AgentLink and Agency. Agency and AgentLink shall not, during the term of this Agreement or at any time thereafter, disclose to any person, firm or corporation, or publish, or use for any purpose, any Secret or Confidential Information or Material except as properly required in the ordinary course of business of Agency or AgentLink in performing its obligations under this Agreement or as directed and authorized by AgentLink or Agency. Secret or Confidential Information (including Secret or Confidential Information of AgentLink's and Agency's affiliates) shall mean information (i) not generally known in the industries in which AgentLink or Agency operates and disclosed to Agency or AgentLink, or (ii) known to Agency or AgentLink as a consequence of or through Agency's and AgentLink's association with each other relating to matters of each companies' business. Confidential Material shall mean any writing of any kind, obtained by Agency or AgentLink as a result of or through Agency's association with AgentLink, containing any Confidential Information, including, but not limited to, the names and contact information for Agency agents, and shall include but not be limited to, lists of customers, lists of agents, lists of potential customers, lists of potential agents, price lists, operating instructions, forms, manuals, procedures, instructions and explanatory materials. Upon request by AgentLink or Agency at any time, Agency or AgentLink shall deliver to each other all Confidential Material then in the others possession.

8. Termination. This agreement may be terminated by either party with a 90 day written notification. Pursuant to Section 2, commissions will continue to be paid equally to both parties for six (6) months following termination of this Agreement so long

as Agency is the Agent of Record for the policies serviced while this Agreement was in effect.

9. Indemnification.

- a. Agency hereby agrees to defend, indemnify and hold harmless AgentLink against any and all damages, losses, expenses, costs, claims, judgments and liabilities arising from or in connection with the Agency's performance under this agreement or conditions created thereby, or based upon violation of any statute, ordinance, regulation or other law by the Agency.
- b. AgentLink hereby agrees to defend, indemnify and hold harmless the Agency against any and all damages, losses, expenses, costs, claims, judgments and liabilities arising from or in connection with the performance of AgentLink under this agreement or conditions created thereby, or based upon violation of any statute, ordinance, regulation or other law by AgentLink.

10. Assignment. Neither party may assign this Agreement in whole or in part without the prior written consent of the other.

11. Notice. All notices required to be served shall be deemed to have been effectively served if sent by registered mail or nationally-recognized express courier service to the office of Agency or AgentLink, and the date of notice shall be the date the notice was deposited in the mail or delivered to the courier service.

12. Entire Agreement. This Agreement is the entire agreement between the parties and may not be changed except in writing signed by both parties.

13. Governing Law; Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky in all respects, and the proper court for venue shall be that of the Jefferson Circuit Court, Jefferson County, Kentucky.

14. Validity. The failure of either party to enforce at any time the provisions, rights or options of this Agreement of such party shall in no way affect the validity of this Agreement, or the right of such party thereafter to enforce each and every provision thereof.

Agreed upon this ___ day of _____, 20___. MedLink, Inc. dba AgentLink by:

Signature

Title

Date

Printed

_____ by:
Agency Name

Signature Title Date

Printed