

AGENCY SERVICES AGREEMENT

The purpose of this Agreement is to allow AgentLink Concierge Services, a Kentucky LLC and an affiliate of AgentLink, a Kentucky corporation, 2001 Lake Point Way, Louisville, Kentucky 40223, hereinafter referred to as "AgentLink Concierge Services" to become the sales and servicing partner for the certain insurance clients of _____, hereinafter referred to as the "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 AgencyOne as its representative upon the following terms and conditions:

- a. AgentLink Concierge Services agrees to work with the Agency to service the following types of insurance accounts:
 - Individual Health Insurance
 - Ancillary (Dental, vision)
 - Accident
 - Cancer/Critical Illness
 - Life Insurance
 - Long Term Care Insurance
 - Short/Long Term Disability
 - Fixed or Indexed Annuities
 - Medicare Supplements

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. Provide qualified staff, systems and materials to service and maintain accounts.
 - vi. Provide regular communication to Agency on activity with clients.
- b. Agency agrees to the following:
- i. Introduce AgentLink Concierge Services to clients.
 - vii. Supply AgentLink Concierge Services files or access to files in order to accumulate necessary information to service accounts.
 - viii. Take any further action reasonably requested by AgentLink Concierge Services.

2. Compensation.

Compensation on all insurance products will be split according to **Exhibit A**. Exhibit A can be changed by AgentLink Concierge Services with 30 days written notice.

3. Agent of Record.

All insurance policies written under the terms of this Agreement shall be written under AgentLink Concierge Services producer code.

4. Relationship.

Agency and AgentLink Concierge Services are independent contractors and not employees, partners or joint-ventures of the other. AgentLink Concierge Services 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 Concierge Services 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 Concierge Services will be servicing.

5. 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 Concierge Services agents, excluding those AgentLink Concierge Services 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 Concierge Services 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 Concierge Services 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 Concierge Services 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 Concierge Services acknowledges that such covenant is supported by good and valuable consideration and is entered into for legitimate purposes.

Nothing in paragraph 5 (a) or 5(b) would keep the Agency nor AgentLink Concierge Services from purchasing an insurance book of business nor hiring any agent as a w-2 employee.

6. Confidential Information and Materials.

Agency and AgentLink Concierge Services covenant and agree that all Secret or Confidential Information and Material (as hereafter defined) disclosed to Agency and AgentLink Concierge Services is the exclusive property of AgentLink Concierge Services and Agency. Agency and AgentLink Concierge Services 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 Concierge Services in performing its obligations under this Agreement or as directed and authorized by AgentLink Concierge Services or Agency. Secret or Confidential Information (including Secret or Confidential Information of AgentLink Concierge Services and Agency's affiliates) shall mean information (i) not generally known in the industries in which AgentLink Concierge Services or Agency operates and disclosed to Agency or AgentLink Concierge Services, or (ii) known to Agency or AgentLink Concierge Services as a consequence of or through Agency's and AgentLink Concierge Services' 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 Concierge Services as a result of or through Agency's association with AgentLink Concierge Services, 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 Concierge Services or Agency at any time, Agency or AgentLink Concierge Services shall deliver to each other all Confidential Material then in the others possession.

7. Termination.

This agreement may be terminated by either party with a 90 day written notification. Pursuant to Section 2, if AgentLink Concierge Services changes Exhibit A and gives written notice ("**Written Notice**") of such change, and Agency objects to new Exhibit A with a written objection ("**Written Objection**") to changes within 15 days of the Written Notice, this agreement shall terminate 30 days

from the Date of Written Notice. If this Agreement is terminated for any reason all historical products will continue under AgentLink Concierge Services producer number and all commission splits under Exhibit A shall continue and remain in force for the life of that a specific product.

8. Indemnification.

- a. Agency hereby agrees to defend, indemnify and hold harmless AgentLink Concierge Services 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 Concierge Services 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 Concierge Services under this agreement or conditions created thereby, or based upon violation of any statute, ordinance, regulation or other law by AgentLink Concierge Services.

9. Assignment.

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

10. 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 AgencyOne, and the date of notice shall be the date the notice was deposited in the mail or delivered to the courier service.

11. Entire Agreement.

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

12. 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.

13. 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__.

AgentLink Concierge Services by:

Signature: _____ Title: _____

Printed name: _____ Date: _____

Agency by:

Agency Name: _____

Signature: _____ Title: _____

Printed name: _____ Date: _____

Exhibit A

Compensation on all insurance policies written and serviced by AgentLink Concierge Services pursuant to this Agreement will be split 70% for AgentLink Concierge Services and 30% for Agency; provided Agency holds any and all permits, licenses, authorizations and approvals required to lawfully receive Commissions on sales of such products.