

## **AgentLink Concierge Services AGREEMENT**

The purpose of this Agreement is to allow AgencyOne, a Kentucky LLC and an affiliate of AgentLink a Kentucky corporation, d.b.a. AgentLink Concierge Services, hereinafter referred to as "ACS", 2001 Lake Point Way, Louisville, Kentucky 40223, 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 ACS as its representative upon the following terms and conditions:

- a. ACS 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. T i m e l y 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 ACS to clients.
  - ii. Supply ACS files or access to files in order to accumulate necessary information to service accounts.
  - iii. Take any further action reasonably requested by ACS.

**2. Compensation.**

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

**3. Agent of Record.**

All insurance policies written under the terms of this Agreement shall be written under ACS producer code.

**4. Relationship.**

Agency and ACS are independent contractors and not employees, partners or joint-ventures of the other. ACS 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 ACS 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 ACS 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 ACS agents, excluding those ACS 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 ACS 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 ACS 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 ACS 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. ACS 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 ACS from purchasing an insurance book of business nor hiring any agent as a w-2 employee.

## **6. Confidential Information and Materials.**

Agency and ACS covenant and agree that all Secret or Confidential Information and Material (as hereafter defined) disclosed to Agency and ACS is the exclusive property of ACS and Agency. Agency and ACS 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 ACS in performing its obligations under this Agreement or as directed and authorized by ACS or Agency. Secret or Confidential Information (including Secret or Confidential Information of ACS and Agency's affiliates) shall mean information (i) not generally known in the industries in which ACS or Agency operates and disclosed to Agency or ACS, or (ii) known to Agency or ACS as a consequence of or through Agency's and ACS'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 ACS as a result of or through Agency's association with ACS, 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 ACS or Agency at any time, Agency or ACS 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 ACS 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 ACS 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 ACS 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. ACS 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 ACS Concierge Services under this agreement or conditions created thereby, or based upon violation of any statute, ordinance, regulation or other law by ACS.

**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 ACS 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\_\_.

ACS 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 ACS pursuant to this Agreement will be split 70% for ACS 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.