



MEMBER OF THE IHC GROUP

NYSE: IHC



PO Box 20593, Indianapolis, IN 46250
Toll Free: 1-800-935-2009, Fax Toll Free: 1-888-259-9889
www.grouplinktpa.com

GA COMMISSION ADDENDUM

Table with 2 columns: Plan Type and Commission Rate. Rows include Individual Plan (11%), 2-99 lives (11%), 100-249 lives (5.5%), and 250+ lives (3%).

Underwritten by: Madison National Life Insurance Company, Inc.

The GA commission listed above is payable based on issued collected premiums, minus administration or enrollment fees and refunds; and for applications received and issued after the effective date of this GA Commission Addendum.

The following commission levels are available under the GA commission listed above for the Madison National Life Insurance Company, Inc:

Table with 5 columns: Level, Individual Plan, 2-99 lives, 100-249 lives, 250+ Lives. Rows show Agent (8%*) and GA (3%) commission rates.

*GA shall not advertise the writing agent commission in excess of GLI's standard agent commission schedule.

GA Commission Agreement:

By: _____ Title _____ Date _____

GroupLink Inc.:

Approved By: _____ Title _____ Date _____

Complete the following information:

E-Mail _____

Company _____ GA Name _____

Address _____

City _____ State _____ Zip _____

SS# _____ Tax ID# _____

Telephone # _____ Fax # _____



**GLI APPOINTMENT REQUEST FORM
MADISON NATIONAL LIFE
INSURANCE COMPANY, INC.**

COMPLETE THE FOLLOWING:

GA Name _____ Date of Birth _____ Social Security Number _____
Corporation/Agency Name _____ Tax I.D. _____
Business Street Address _____ City _____ St. _____ Zip _____
Resident Street Address _____ City _____ St. _____ Zip _____
Business Telephone (_____) _____ Fax # (_____) _____ Resident Telephone (_____) _____
UPS Delivery Address _____ City _____ St. _____ Zip _____
E-mail: _____ Web-page _____

1. Are Commissions to be paid your Agency or Corporation? Yes No If Yes, include copies of the Agency's license where applicable.

What lines of insurance are you licensed: () Life () Accident / Health () Other _____

List the state(s) you are licensed and want to be appointed: State _____ License # _____

List the Non Resident states you which you are licensed and want to be appointed:

State _____ License # _____; State _____ License # _____

State _____ License # _____; State _____ License # _____

State _____ License # _____; State _____ License # _____

ANSWER THE FOLLOWING QUESTIONS COMPLETELY AND ACCURATELY:

1. Have you ever been convicted of a felony? Yes No

2. Do you owe any unpaid balance to any Insurance Company, General Agent or Manager? Yes No

3. Have you ever been involved in an investigation with any State Insurance Department? Yes No

4. Has your license ever been suspended, cancelled or revoked by any State Insurance Department? Yes No

5. Have you ever had your appointment terminated by another insurance company for any reason other than lack of production? Yes No

6. Have you ever been declared bankrupt? Yes No

* If Yes to any questions 1 through 6, enclose complete details on a separate piece of paper, with your signature and date.

7. Are you currently licensed with Madison National Life Insurance Company, Inc? Yes No

If Yes, list your license # _____

8. Are you bonded? Yes No

9. Do you carry errors and omissions coverage? Yes No If YES, list carrier name and address below:

READ CAREFULLY BEFORE SIGNING:

The above information is true and complete. I understand false statements on this form may be sufficient cause for termination. I have read the GLI Agreement and understand that if these guidelines are not followed, the result will be termination of the Agreement. I authorize Madison National Life Insurance Company, Inc or it's duly authorized representative to contact any organization or individual who has knowledge of my past or present employment and financial status. Public Law requires that we advise you that a routine inquiry may be made during our initial or subsequent processing which will provide applicable information concerning character, general reputation, personal characteristics and mode of living. Upon written request additional information as to the nature and scope of the inquiry, if one is made, will be provided. A photocopy of this authorization shall be considered as effective and valid as the original.

Name of GA (print or type) Signature Title Date

Mail the completed Madison National Life Insurance Company, Inc Appointment request to the address listed below. Please include current copies of your health insurance agent / agency license.

**GroupLink Inc., PO BOX 20593, Indianapolis, IN 46250
Toll Free: 1-800-935-2009 ~ Fax: 1-888-259-9889**

GENERAL AGENTS AGREEMENT GROUPLINK INC.

1. PARTIES. The parties to this GENERAL AGENT AGREEMENT are: GroupLink Inc. hereinafter called **(GLI)**, with its principal place of business at PO Box 20593, Indianapolis, IN 46250, and

hereinafter called **(GA)**, with its principal place of business at

WHEREAS, GLI, wishes to retain GA to represent it as **GENERAL AGENT**; and WHEREAS, GA, wishes to represent GLI as its **GENERAL AGENT**.

THEREFORE, in consideration of the mutual covenants and agreement made herein, GLI and GA hereby agree as follows:

2. APPOINTMENT. GLI hereby appoints GA, and GA agrees to act as GLI's General Agent on the terms and conditions stated herein.

3. RELATIONSHIP. GA is an independent contractor, and nothing herein shall be construed to create the relationship of Employer and Employee between GLI and GA. In performance of any and all of the obligations hereunder, GA shall be acting on its own behalf and not as an employee, partner or associate of GLI and it shall not hold itself out in any capacity other than a General Agent authorized to solicit and submit insurance applications for GLI. GLI may periodically prescribe rules and regulations regarding eligibility requirements of applicants for insurance.

4. TERM. This agreement shall become effective on the date when both parties have executed it and shall be for an indefinite term and is terminable at will, with notice as set forth herein.

5. GA DUTIES. As a General Agent of GLI, GA agrees to use his best efforts:

- A. recruit, train and supervise agents, subject to approval by GLI, to promote and effect sales of products available through GLI. GLI reserves the right to refuse to accept any proposed agent, at GLI's sole discretion;
- B. to distribute approved descriptive and educational material regarding the GLI plans available to GLI agents. C. to comply with all GLI's rules and regulations and with all laws and regulations of the state in which it or its agents solicit business;
- D. to timely and adequately train all agents;
- E. to prevent any agent to solicit insurance for GLI until the agent is duly licensed and appointed with the proper State Insurance Department;
- F. to be responsible for having licenses for itself and for all its agents in the state in which it and its agents solicit insurance, and for renewing these licenses yearly; for paying for all agents' licenses, bond fees, and fees and taxes required by any state, Local or Municipal government;

6. LIMITATIONS ON AUTHORITY. GA does not possess nor is it entitled to exercise any authority on behalf of GLI other than that expressly conferred by the Agreement. The following specific limitations on the authority of the GA do not exclude any other limitations on its authority. Specifically, by way of description, and not limitation, GA shall not have any authority:

- A. to make, alter or discharge any of the terms, rates, or conditions of any contract, policy or benefit program provided by GLI, either directly or indirectly;
- B. to make, alter or waive any procedural rule or regulation of GLI;
- C. to waive any forfeiture;
- D. to extend the time for payment on any premium;
- E. to guarantee dividends or experience rating refunds;
- F. to solicit collection of any monies;
- G. to issue or circulate (printed materials, fax or on the Internet) advertisements or literature unless it is first approved in writing by GLI;
- H. to alter any forms provided by GLI;
- I. to substitute forms in place of those provided by GLI;
- J. to expend, or contract for the expenditure of funds of GLI, except as expressly authorized in writing;
- K. to act as a writing insurance agent, except as provided in General Agent Commission Agreement between GA and GLI.
- L. to institute legal proceedings of any kind or character on behalf of GLI in connection with any matter pertaining to business covered by this Agreement. GA agrees to notify GLI promptly in writing, of the institution of any legal proceedings against it or GLI in connection with the business covered by this Agreement.

7. EXPENSES AND RESPONSIBILITIES. GA shall pay all expenses incurred by GA. GA shall be responsible to GLI for all premiums received by GA or by any employee, agent or representative of GA. In soliciting applications, neither GA nor its agents, or employees, will make representations or guarantees to applicants as to the issuance of a policy or coverage of specific medical conditions or claims. Each agent shall ask each applicant every question on the enrollment application and will record truthful and complete answers with nothing left out that the applicant in any way stated.

8. HOLD HARMLESS AGREEMENT. GA shall indemnify and save GLI harmless from any loss or expense on account of any unauthorized act or transaction by GA or by any employee, agent or representative of GA. GA is responsible to GLI for the performance, fidelity and honesty of its agents and employees during and after the term of their agreement with it as regards to this Agreement ; and for all funds collected or entrusted to it or its agents and employees.

9. SUPPLIES. All printed matter and supplies GLI furnishes are GLI's property and shall be promptly returned to GLI upon request or when this agreement terminates. Commissions shall not be paid until this property is received by GLI, via certified mail and it has signed a statement that all of GLI's property has been returned to GLI. Until the return, GLI shall be entitled to withhold all monies due GA.

10. ASSIGNMENT. Neither this agreement nor any right or beneficial interest herein or acquired hereunder may be assigned by GA without the prior specific consent of GLI, except to a bank or similar financial institution for

purposes of serving as collateral; provided, however, that no such assignment shall in any way affect GLI's right to offset amounts owed by GA to GLI whether under this Agreement or otherwise, against amounts due GA under this Agreement.

11. TERMINATION. GA may terminate this Agreement by mailing written notice, postage prepaid, to GLI not less than thirty days prior to the effective date of such termination provided in such notice. If no termination date is provided in such notice, this Agreement shall terminate thirty days after receipt of such notice by GLI. GLI may terminate this Agreement by mailing written notice, postage prepaid, to GA at his last known post office address not less than thirty days prior to the effective date of termination. If no termination date is provided in such notice, this Agreement shall terminate thirty (30) days after receipt of such notice by GA.

12. IMMEDIATE TERMINATION. GLI may terminate this Agreement effective immediately upon mailing written notice, postage prepaid, to GA at the last known post office address, for fraud, misappropriation of funds, failure to remit premiums or other monies due or to account for any monies received on behalf of GLI, violation, or failure by GA to follow and observe the rules or regulations prescribed by GLI.

13. VESTING. (A) In the event of termination other than for reasons listed below in Section 13B, for business administrated by GroupLink, Inc., ADMINISTRATOR shall continue to pay compensation related to covered cases procured through the General Agent prior to the termination date of this agreement.

(B) If this agreement terminates for the following reasons no further service fees will be payable by the Administrator; 1) Fraud, misappropriation of funds, failure to remit or account for premiums. 2) If the writing agent is not duly licensed as an insurance agent or broker at the time the commissions are to be paid. 3) Failure of GA to adequately service their clients.

14. WHEN PAYABLE. All commissions and service fees due GA shall be payable monthly following receipt of the applicable premium by GLI. At the option of GLI, Service Fees due the GA totaling less than \$25.00 may be held and paid in the next month when total Service Fees due equal or exceed \$25.00. Please see attached **GA GLI Commission Addendum** for commission percentage payable. All commissions paid to a writing agent shall be paid from the commission paid to GA and it shall be GA's sole responsibility to make payments to a writing agent. At the request of GA, GLI shall pay GA and GA's agents a division of the compensation, but in that event, once GLI pays as directed by GA, GA agrees to indemnify, defend, protect and hold harmless GLI from any and all claims by any writing agent for unpaid commissions or in any dispute over commissions. **GA cannot advertise in writing, or do a mass mailing, a commission higher than the standard agent commission determined by GLI, for that product.**

15. REFUND OF PREMIUMS. If any premium is returned or refunded for any reason, either before or after termination of this Agreement, the amount of Service Fees previously credited or paid on such premiums to GA or GA's employees and agents shall immediately become due and payable by the GA to GLI and will be deducted from all Service Fees otherwise payable hereunder thereafter until fully paid.

16. APPLICABILITY. This Agreement governs the terms and payment of Service Fees on premiums paid on coverage which is placed in force while this Agreement is in effect to the exclusion of all prior agreements, whether such premiums are paid while this Agreement is in effect or after its termination.

17. ERRORS AND OMISSIONS. For GA's protection and GLI's, GA shall carry an Errors and Omissions liability policy covering GA for not less than \$100,000.00 per occurrence. GA shall provide copy of Errors and Omissions policy to GLI upon execution of this Agreement.

18. AMENDMENT, MODIFICATION AND TERMINATION. This Agreement may be amended from time to time by thirty days prior written notice from GLI to GA.

19. WAIVER. The failure of GLI to enforce any provision hereof shall not constitute a waiver of any such provisions, either currently or in the future.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties, and supersedes and replaces all existing or prior agreements between the parties.

21. JURISDICTION, LAW AND VENUE. This Agreement has been finally executed in the State of Indiana and is subject to the jurisdiction of the courts of the State of Indiana, Marion County and is to be interpreted in accordance with the laws of the State of Indiana. Venue for any action, suit or other proceeding, including non-contract disputes, shall be exclusively in Indianapolis, Indiana. GA agrees to consent to the Jurisdiction of the courts of Indiana and waive any other venue.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, who have set their hands and seals individually or by their officers on the dates written below.

COMPANY NAME

BY: _____

DATE: _____

TITLE: _____

GROUPLINK INC.

BY: _____

DATE: _____

TITLE: _____

GA Please complete the following:

Corporation Name _____ E-mail _____ Web-site _____

Tax ID# _____ SS# _____ Telephone # _____ Fax telephone # _____

Also include copy's of the agency's and your agent current insurance licenses, state appointment fee, the completed appointment forms, signed GA commission addendum , any state forms that may be required and the completed GA contract.