

AGENT/BROKER AGREEMENT

General Powers, Relationship and Duties

This agreement is between **Global Medicare Marketing 1020 9th Ave. SW Suite 220 Bessemer, Al. 35022.** ("The agency"), or any of its affiliates and _____, Correspondence

1. **Appointment and Authority** _____ (referred to as You and Your) is appointed as an Agent/Broker **Global Medicare Marketing** (referred to as We, Us or Our) and you are authorized to solicit applications for one or all of the Medicare Advantage Product here mentioned. All home visits and referrals must be a pre-set appointment directly to you by **Global Medicare Marketing**, pursuant to your signed Lead Agreement with **Global Medicare Marketing**. Absolutely No Door-to-Door Soliciting. You agree to renew and maintain any resident and / or non – resident licenses and appointments that any State may require for soliciting applications for our products. We agree to pay commissions to you in the amount of \$ _____ per application. By Your signature on this document, you are authorizing **Global Medicare Marketing** to ACH _____ from your and Your Agents' sales into an appropriate _____ bank instrument.
2. **Independent Contractor Status.** You and We agree that you are an independent contractor and that nothing contained in this Agreement shall be construed to create the relationship of employer or employee between you and us. We will not treat you as an employee for federal or state tax purposes and we will furnish you with an annual information return (1099-MISC).
3. **Exclusivity Status in the State of** _____. You _____ will not solicit or accept any Agents to sell the aforementioned InStill or Pyramid, Universal Health, Well Care, Coventry, product from the state of _____ during the term of this agreement. Further, We will refer all such inquiries to You for Your follow up. This exclusivity becomes null and void if less than ____ agents are accrued during a ____ month period.
4. **Non-compete.** _____ agree not to set up business as a direct competitor of **Global Medicare Marketing** during the term of this Agreement, or (6) months after leaving by termination or resigning from **Global Medicare Marketing**.
5. **Business Conduct.** Your authority to represent Us is contingent on Your conforming to all rules and guidelines as may be stated in this Agreement, or any prior signed agreements, Our rate books, Our compliance manual or any other materials We provide You. You agree to comply with all federal, state or local laws, rules and regulation where you are doing business. You agree to aid in the care and conservation of our insurance business and provide prompt service to our policyholders. You also agree to attend training and comply with all Company Rules and Regulations.
6. **Legal Proceedings.** Any document that has been served upon you in connection with any legal proceedings involving us must be transmitted to the Home Office by registered mail within 24 hours after receipt. You will be liable to us for any loss or expense we incur resulting from your failure to comply with this requirement.
7. **Indebtedness.** Any indebtedness or debt of Yours to Us shall be a first lien against any monies payable hereunder or from any other source and may be deducted from such monies at any time. This provision survives termination of this Agreement.

8. **Termination. Global Medicare Marketing** may end this Agreement at any time without cause upon advance written notice to You, the other party. The notice shall be the greater of ten (10) days or the time required by your state of domicile. This Agreement shall be terminable for cause immediately by written notice to You, the other party. Cause includes, but shall not be limited to, failure to comply with our Company Rules or the Laws and Regulations.

9. **Limits of Authority.** You agree that this Agreement does not give You the authority to:

- a. Make, alter or discharge a contract for us, or bind us in any way.
- b. Publish or distribute advertising relating to our products and us unless it has been approved in writing by us in advance.
- c. Assign or transfer any right or interest in this Agreement without obtaining our written consent in advance.
- d. Solicit applications in any state or for any products for which you are not duly licensed and appointed.

Agent/Broker

Date

Global Medicare Marketing

Date