

**Online Agent Contract & Commission Schedule
Global Underwriters Agency Inc.**

The Administrative Company, Global Underwriters Agency Inc. (hereinafter referred to as the "Company"), and

_____ of _____
(Hereinafter referred to as the "Agent") (Company Name)

In consideration of the mutual promises and agreements set forth herein below hereby agree as follows:

**15% commission on all Diplomat Products/10% commission on Renewals
Group Commission on a Case by Case Basis**

1) APPOINTMENT AND RELATIONSHIP

- a) The Company hereby appoints the Agent to act on its behalf and represent if only to the extent authorized herein.
- b) The Agent is an independent contractor with respect to the Company, and nothing contained herein shall create or be construed to create the relationship of employer and employee between the Company and the Agent or between the Company and any employee of the Agent.

2) AGENT AUTHORITY

- a) The Agent is hereby authorized on behalf of the Company, but only in those states where the Company is authorized to do business and provided that the Agent is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by the Company which are listed in the Agent Contract Commission Schedule attached hereto and made part thereof.
- b) All checks should be made payable to the Company unless the Agent receives prior permission from the Company to the contrary, and in no event is any Agent authorized to accept any check in excess of \$500 not specifically made payable to the Company.
- c) The Agent is only authorized to publish advertising materials referencing the Company's name, or any products or services marketed by the Company, provided a prior written approval from the Company has first been obtained.
- d) The Agent has the authority to recruit and recommend to the company, subject to its approval, soliciting Agents (hereinafter referred to as "sub-agents"). All Contracts with any recommended sub-agent shall be made directly with the Company on the Company's form showing the Agent's signature of recommendation thereon. No agreement shall be effective and no sub-agent may represent the company until the proposed sub-agent is duly licensed in the state in which he or she is soliciting and appointed to represent the company and the agreement has been executed by an officer of the Company. The Company reserves the right to refuse to contract with a recommended sub-agent, or once such sub-agent has been contracted, to thereafter terminate the contract for any reason.

3) LIMITATIONS ON AUTHORITY

The Agent shall have no authority to make, alter, modify or discharge any policy or contract; extend any provision thereof; extend the time for payments; waive any forfeiture, deliver any individual policy or contract unless the proposed covered person thereunder is at the time in good health and insurable condition; incur any debts or expenses for which the Company may be liable; receive any money for the Company except as may herein or elsewhere specifically in writing be authorized by the Company; withhold or convert to its own use or for the benefit of others any monies, securities, policies or receipts belonging to the Company; fail to submit promptly to the Company any applications for policies; or accept payments other than in current funds of the United States.

4) AGENT COMPENSATION

A) As full compensation for services performed hereunder, the Company will pay to the Agent commissions as set forth as in the above commission Schedule.

B) Provisions Relating to All Commissions.

1. The Agent shall pay over promptly to the Company gross payments and other monies received or collected on behalf of the Company and shall not deduct to retain therefrom commissions which may be payable hereunder without express written consent of the Company.

2. Any commissions to which the Agent may be entitled hereunder shall be payable to the Agent only after the due date of the payment and after receipt of the gross payment in cash by the Company at its Home Office.

3. No commissions will be payable on account of waived premiums or payments refunded for any reason except under an experience rating agreement. Any commissions received on account of any waived or refunded payments shall be promptly returned in full to the Company by the Agent and shall constitute an indebtedness to the Company until returned.

4. There shall be no additional compensation or reimbursement to the Agent for expenses incurred in performing services hereunder.

5. This is a conditionally vested Contract subject to the following provisions:

- a) If the Agent is a natural person, this Contract shall terminate immediately upon death of the Agent and any commissions due and payable to the Agent at the time of death or thereafter under this Contract shall be paid to the executor or administrator of the Agent's estate or the assignors of the Agent as applicable.

- b) If this Contract terminates because of the dissolution of the Agent, no commissions shall be payable hereunder subsequent to the date of dissolution. Commissions shall be payable for so long as the Agent is designated as "Agent of Record" by the policyholder when payments are received by the Company, and the Agent is servicing the business in a manner satisfactory to the Company.

- c) Commissions payable according to any Commission Schedule may be amended by notice in writing from the Company and such amendment shall take effect at the time specified in the notice, but in no event prior to thirty(30) days from the time such notice is received. The notice shall be mailed to the agent's last known address as reflected in the Company's records. No such amendment shall affect commissions payable with respect to any policy or contract issued upon application taken prior to the effective date of such amendment.

d) All commissions payable to the Agent shall be reduced, however, by the amount of any commissions, override commissions, bonuses or other compensation which the Company pays directly to the sub-agents, or to their executors, administrators, surviving spouses, or estates.

5) GENERAL PROVISIONS

A) Agent Conduct. The Agent shall be free to exercise personal judgment as to the time and manner of performing services authorized under this Contract, but shall be guided by such rules as may be adopted by the Company concerning general business conduct. In all cases, the business of the Agent shall be conducted in accordance with the laws and regulations of the jurisdictions in which the Agent is authorized to represent the Company.

B) Records and Supplies. All records maintained by the Agent hereunder and all books, rate manuals, forms and other supplies furnished to the Agent by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof.

C) Underwriting. The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability, to the Agent.

D) Prior Contracts Superseded. This contract shall supersede any and all prior Contracts other than "Single Case agreements" for commissions on group and/or individual policies or contracts between the parties hereto, whether written or oral, regarding the services of the Agent performed for the Company with respect to such products, except that commissions payable to the Agent by the Company under prior written contracts between the parties hereto shall continue to be governed by the terms and provisions of such prior Contracts.

E) Indebtedness.

1. Any advance, loan, or extension of credit which the Agent at any time and in any manner may secure from the Company shall constitute an indebtedness to the Company. If any check or draft of the Agent used to transfer monies to the Company is dishonored upon presentation for payment, the amount thereof shall constitute an indebtedness of the Agent to the Company.

2. Provisions Relating to Indebtedness.

a) The entire indebtedness to the Company of the Agent as recorded in the records of the Company may be deemed due and payable in full to the Company at any time.

b) The Agent shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the Agent of any indebtedness of the Agent to the Company.

c) The Agent hereby grants to the Company a first security interest in all commissions becoming due hereunder to secure any indebtedness of the Agent to the Company, and the Company may at any time apply commissions payable to the Agent hereunder or any other monies payable to the Agent by the Company or by any company controlled by or under common contract with the company to reduce any such outstanding indebtedness.

F) Assignment. No assignment or other transfer of any rights, title or interest herein, or of any benefits occurring hereunder, in whole or in part, shall be valid, and any such attempted assignment or transfer shall be void unless the written consent of the Company thereto has first been given. Any assignee of rights or benefits hereunder shall be subject to all the terms and provisions thereof.

G) Amendment.

1) This Contract may be amended at any time and from time to time by written notice from a duly authorized officer of the Company to the Agent provided, however, no such amendment shall affect commissions payable with respect to any policy or contract issued upon application prior to the effective date of the amendment.

2) This Contract may be amended at any time by mutual agreement of the parties hereto.

H) Hold Harmless.

The Agent agrees to indemnify and hold the Company harmless from any losses, expenses, costs and damages resulting from acts or commissions of the Agent constituting a breach of any of the terms of this Contract.

6) TERMINATION

A) This Contract may be terminated without cause by either party upon at least thirty (30) days prior written notice to the other party to that effect. Such termination shall be effective thirty (30) days after the mailing of written notice thereof, or on the date specified in such notice if later.

B) This Contract may be terminated by the Company without notice for "cause", which term shall include the following:

1) Commission of a fraudulent, illegal, dishonest act or any act adversely affecting the Company; or

2) Violation of the laws, regulations, or rules of any jurisdiction in which the Agent operates, or of any governmental authority exercising jurisdiction over the Agent.

Termination by "cause" may, at the option of the Company, result in forfeiture of all commissions which may be due under this Contract as of the termination date or which may become due thereafter.

This agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

This document, combined with the agent information sheet and valid license, constitute the entire contract between the Agent and the Company.

Agent Signature

Date

Approved By

Date

Global Underwriters Producer's Information Questionnaire

Fill out agent information on this sheet.

Sign and date Agent Contract.

ENCLOSE A COPY OF YOUR STATE LICENSE.

Agent Name _____

Agency Name _____

Address _____

City _____ State _____ Zip _____

Business Phone(_____) _____ Fax(_____) _____

Have you ever been convicted of a felony? Yes No If yes, please explain on an additional sheet of paper.

Commissions payable to: _____

Agent Social Security Number _____

Or Agency Employer Identification Number _____

Email Address _____

Website _____

Agent Signature _____ Date _____

Recruiting Agent Signature **MCIS Multichoice Insurance Services LLC** _____ Date _____

Recruiting Agent Number _____ **MCIS** _____ Home Office _____

Please fill out this form so that we may enter you into our accounting system. If we are paying your corporation then we will need the TAX ID number and the corporate license. If we are paying you as an individual then we will need your social security number and a copy of your personal license. Mail or fax all pages to Global Underwriters attention Jennie. If you have any questions please call Jennie at (800-423-8496) Fax 513-533-3888.