

INTERNATIONAL MEDICAL GROUP, INC.
AGENT
SELLING AGREEMENT

This Agent Selling Agreement (this "Agreement") is made between International Medical Group, Inc., with administrative offices at 407 N. Fulton Street, Indianapolis, Indiana 46202 ("IMG"), and the party named as Representative herein ("Representative"), and shall be effective as of the Effective Date set forth below. The parties do hereby agree as follows:

1. Authorization. Representative, whether an individual, proprietorship, partnership, LLC, corporation or other legal entity, is hereby authorized by IMG, but only in jurisdictions where Representative is duly licensed, authorized, qualified and appointed by the appropriate regulatory agencies: (a) to solicit applications for insurance policies, certificates and annuity contracts for and on behalf of IMG and its insurers ("Policies"), (b) to collect initial required premiums thereon and remit same to IMG, and (c) to deliver Policies issued by IMG and/or its insurers. Upon execution and delivery of this Agreement, and from time to time thereafter as requested by IMG, Representative shall supply IMG with copies of all applicable licenses and certificates of qualification, authorization and/or appointment required of Representative under this Agreement.

1.1. Limitation of Authority. Representative shall have no authority during the time this Agreement is in effect, or after its termination, to: (a) approve applications for Policies, accept risks for or on behalf of IMG or its insurers, pass upon insurability of applicants or prospective Policyholders and/or insureds, or bind IMG or its insurers in any way; (b) make, alter, amend, or modify Policies for or on behalf of IMG or its insurers, or waive, release, relinquish, compromise or settle any of IMG's or its insurers' rights, remedies, conditions, limitations, exclusions or requirements thereunder; (c) collect or receive premiums or renewals on Policies other than the initial required premium thereunder; (d) endorse, cash, negotiate, or deposit any checks or drafts payable to IMG; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of IMG or any derivative thereof; (f) advertise or publish any matter or thing, including use of the names, marks, trademarks, or logos of IMG or those of its subsidiaries, affiliates, related companies or insurers, concerning IMG or the Policies without the express prior written permission of IMG; (g) directly or indirectly induce, cause, or endeavor to induce or cause any Agent, General Agent, Managing General Agent or other Representative or broker of IMG to terminate, default under, breach, or alter its contract with IMG, or induce or attempt to induce or cause or attempt to cause any Policyholder of IMG's and/or its insurers' Policies to relinquish, surrender, cancel, replace or lapse a Policy; or (h) do or perform any acts or things other than expressly authorized herein.

1.2. Relationship. This Agreement shall not create an employer-employee relationship between IMG and Representative. Rather, the relationship of Representative to IMG shall be that of independent contractor.

1.3. Indemnity. Representative agrees to indemnify and hold harmless IMG of and from any and all claims, demands, penalties, lawsuits, proceedings, or actions, and of and from any and all losses, damages, judgments, awards, fees (including attorneys' fees), costs, and expenses incurred by or assessed against IMG in connection therewith, arising out of or resulting from, in whole or in part, the default in the performance of, or the negligent performance by, Representative or Representative's directors, officers, employees or agents, of the obligations, duties and/or covenants of Representative under this Agreement. Likewise, IMG agrees to indemnify and hold harmless Representative of and from any and all claims, demands, penalties, lawsuits, proceedings, or actions, and of and from any and all losses, damages, judgments, awards, fees (including attorneys' fees), costs, and expenses incurred by or assessed against Representative in connection therewith, arising out of or resulting from, in whole or in part, the default in the performance of, or the negligent performance by, IMG or IMG's directors, officers, employees or agents, of the obligations, duties and/or

covenants of IMG under this Agreement. The provisions of this paragraph 1.3 shall survive the termination of this Agreement.

1.4. Indemnity Bond If requested in writing by IMG, Representative agrees to obtain, furnish and maintain a satisfactory bond of indemnity, a copy of which bond shall be submitted to IMG within 30 days of such request.

1.5. Representation and Service. Representative agrees: (a) to become fully informed and knowledgeable as to the terms, conditions, provisions, limitations, exclusions, and benefits of each Policy offered by IMG and its insurers for which Representative solicits applications under this Agreement, as the same may be amended and/or modified from time to time; (b) to represent and disclose the terms, conditions, provisions, limitations, exclusions and benefits of such Policies adequately, fully, truthfully and fairly to all prospects, applicants, and potential customers and insureds; (c) to provide all usual and customary services to Policyholders as are necessary or appropriate in an effort to maintain in force any business placed with IMG; and (d) to hold in a fiduciary and trust capacity, for and on behalf of IMG and its insurers, any and all premiums received with or in connection with any applications for Policies solicited under this Agreement.

1.6. Delivery of Policies. Representative shall promptly deliver to the applicant/Policyholder all issued Policies in accordance with IMG's and its insurers' rules and guidelines. However, Representative shall not deliver any Policy or allow any Policy to be delivered until the initial required premium has been paid or duly authorized in full, and unless the Policyholder is alive and there have been no adverse changes in the health of the Policyholder since the time of making application for insurance which are known to Representative at time of delivery.

1.7. Administrative Guidelines and Compliance. IMG's administrative rules and guidelines, including IMG's bulletins, product and procedure updates, and any revisions, additions and amendments thereto, from the time made by IMG and disclosed to Representative, shall be for all purposes a part of and incorporated in this Agreement as fully as if set out word for word herein, and shall be complied with fully by Representative. Representative likewise agrees to comply fully with all applicable laws, regulations, bulletins, rulings, circular letters, proclamations and statutes imposed or promulgated by regulatory and/or governmental authorities, now or hereafter in force, and to promptly notify IMG in writing of all contacts, complaints, lawsuits, licensure matters, inquiries, audit requests, and/or other correspondence and communications received from insurance regulatory or other governmental authorities, and to cooperate fully with IMG in making timely and appropriate responses to those authorities.

2. Compensation. In consideration for Representative's performance and agreements hereunder, IMG agrees to pay compensation to Representative in the form of commissions and service fees as provided in the Compensation Schedule(s) referred to in paragraph 2.1, below, upon any premiums received by IMG for Policies issued on applications submitted by Representative under this Agreement. Such compensation shall be payment in full for all services performed and all expenses incurred by Representative. IMG reserves the right to accrue and defer payment of compensation under this Agreement until a minimum of \$50.00 has become due to Representative hereunder.

2.1. Compensation Schedule(s). The Compensation Schedule set forth on the signature page of this Agreement, or which may hereafter be added hereto and/or delivered to Representative by IMG, is(are) incorporated herein by this reference and made a part of this Agreement. IMG reserves the right to modify, change, amend and/or revise such Compensation Schedule(s) in its sole discretion at any time and/or from time to time upon written notice to Representative, whereupon such newly modified, changed, amended or revised Compensation Schedule: (i) shall supercede, take precedence over, and replace any prior Compensation Schedule(s), and (ii) shall thereupon take effect and be controlling under this Agreement.

However, no such change, modification, amendment or revision shall be applicable to Policies for which IMG has previously accepted premiums prior to the effective date of such change, modification, amendment or revision.

2.2 Accounting. IMG will give to Representative a monthly statement of all compensation becoming due and payable to Representative hereunder since the date of the previous monthly statement. Unless IMG receives written objection to any such monthly statement from Representative within 90 days after the date it is mailed to Representative's last known address or delivered to Representative in person, the same shall be deemed approved and accepted by Representative and shall be final and binding upon Representative.

2.3. Exchanges. If in the sole discretion of IMG a new Policy is issued to replace a terminated or in force Policy of IMG or its affiliates, subsidiaries, related companies or insurers, the new Policy shall be regarded as an exchanged Policy, and any compensation payable to Representative shall be determined and adjusted by IMG in accordance with IMG's then current exchange rules, independent of the Compensation Schedule then in effect.

2.4. Return of Premium. If no Policy is issued on an application, the whole amount of all monies and/or premiums collected by Representative will be immediately returned by Representative to the applicant. If IMG finds it necessary, for any reason, to cancel, rescind or otherwise terminate a Policy and refund premiums previously paid thereon, any compensation previously paid or credited to Representative on the amount so refunded shall be repaid or re-credited to IMG by Representative, or may be deducted by IMG from any compensation thereafter payable to Representative under this Agreement.

3. Indebtedness. As security for any indebtedness to IMG or its affiliates and subsidiaries, whether due or contingent, of Representative or Representative's assigns under this Agreement, IMG shall have and is hereby granted a first lien upon any amounts due, or to become due, to Representative hereunder. Such indebtedness to IMG may be deducted and/or offset by IMG from any amounts due or to become due to Representative under this Agreement or otherwise.

3.1. Guaranty. If Representative is a corporation, LLC, partnership or legal entity other than an individual or proprietorship, the principal(s) signing this Agreement on behalf of Representative personally (and jointly and severally with Representative) guarantees: (i) the due and timely performance of Representative's duties and obligations under this Agreement, and (ii) to repay to IMG any indebtedness owed to IMG by Representative hereunder which IMG is unable to collect or has not collected from Representative when the same becomes due and payable. Should it become necessary for IMG to take legal action to recover such indebtedness or to otherwise enforce the terms of this Agreement, including said guaranty, the Representative and said principal(s) jointly and severally agree to be responsible for and to reimburse IMG for the reasonable attorney fees, costs and expenses of IMG incurred in connection therewith.

4. Term of Agreement; Termination. This Agreement shall take effect as of the Effective Date set forth below, and shall remain in effect until it is terminated in accordance with the following terms and provisions. Termination of this Agreement shall be effected as follows:

A. Cause. This Agreement may be terminated for cause by IMG, immediately upon written notice to Representative, when Representative or Representative's director, officer, employee or agent has, or is reasonably believed to have: (1) misappropriated funds from any applicant, Policyholder or from IMG or its insurers; (2) endeavored to induce or cause any Agent, General Agent, Managing General Agent or other Representative or broker of IMG to cancel or breach its contract with IMG or to otherwise leave its services, or endeavored to induce or cause any Policyholder of IMG or its insurers to relinquish, surrender, cancel, replace or lapse their Policies; (3) interfered with the collection of renewal premiums; (4) engaged in

fraudulent, dishonest, defamatory or deceptive acts; (5) been adjudged a bankrupt or executed a general assignment for the benefit of its creditors or committed an act of bankruptcy; or (6) materially breached the terms of this Agreement, defaulted hereunder, or otherwise acted to prejudice materially the rights or interests of IMG in breach of this Agreement. If IMG does not elect, for whatever reason, to terminate this Agreement for any such cause, a waiver or release shall not result and this Agreement may be terminated by IMG under this subparagraph for any similar, subsequent or future cause.

B. Death or Dissolution. If Representative is an individual or proprietorship, this Agreement will terminate on the date of Representative's death. If Representative is a corporation, LLC, partnership or other legal entity, this Agreement will terminate on the date that the Representative ceases ongoing business operations, begins liquidation procedures, is dissolved, or is otherwise adjudged by appropriate regulatory agencies or judicial authorities to no longer be a validly existing and/or operating legal entity.

C. License Suspension or Revocation. This Agreement will terminate immediately in the event of any order of suspension, revocation or termination of Representative's license by any governmental, regulatory or judicial authority, and/or in the event any such authority has ordered Representative to cease or desist all or any part of its business operations.

D. Default. This Agreement will terminate immediately upon notice to Representative by IMG in the event of Representative's default under or breach of this Agreement or Representative's failure to timely and fully comply with its duties and obligations under this Agreement or with IMG's directives, rules, regulations, guidelines or manuals.

E. Ownership Change. If Representative is a corporation, LLC, partnership or other legal entity other than an individual or proprietorship, this Agreement will terminate automatically in the event of a significant and/or material change in Representative's ownership, control or management, or in the event of the execution of an agreement of sale, transfer or merger of Representative, without prior notice to and the express written consent of IMG.

F. Notice. This Agreement may be terminated by either party, for any or no reason, with or without cause, by giving the other party at least 30 days advance written notice delivered personally or mailed to the last known address of the other party.

G. Indebtedness. Upon termination of this Agreement under Subparagraphs 4.B, 4.C, 4.E or 4.F, above, any indebtedness owed to IMG by Representative shall become immediately due and payable.

4.1. Vested Compensation.

A. Definition. Vested compensation is any compensation that would become due to Representative under this Agreement subsequent to the termination of this Agreement, in accordance with the terms of the Compensation Schedule then in effect hereunder. However, no compensation will be considered vested compensation unless it is specifically described as such in the applicable Compensation Schedule. Furthermore, if this Agreement is terminated by IMG under the provisions of Subparagraphs 4.A or 4.D, regardless of what the Compensation Schedule might provide, no compensation of any kind shall thereafter be payable to Representative by IMG, including, but not limited to, that compensation that would otherwise be considered vested compensation hereunder.

B. Dissolution of Corporation, LLC, Partnership or Other Legal Entity. In the event of a dissolution, liquidation, or winding-up of a Representative that is a corporation, LLC, partnership or other legal entity other than an individual or proprietorship, any vested compensation, to the extent due and payable hereunder,

shall be paid as directed by the Articles of Dissolution, or by the Liquidation Agreement, or by the courts, or otherwise in accordance with applicable laws and statutes, as appropriate.

C. Death. If termination of this Agreement is by reason of Representative's death, any vested compensation, to the extent due and payable hereunder, shall be paid: (1) to Representative's beneficiary(ies) as expressly designated in writing by Representative to IMG prior to such death, or (2) otherwise to Representative's estate.

D. Earnings Requirement for Continued Vested Compensation. In the event less than \$600 of vested compensation is earned by Representative in any 12-month period after termination of this Agreement, no further compensation of any kind, vested or otherwise, will ever be paid to Representative regardless of the reason for termination.

4.2. Return of Materials. Upon demand by IMG, all application forms, brochures, marketing, sales and advertising materials, and all other materials and supplies furnished to Representative by IMG or its subsidiaries, insurers, affiliates, or related companies shall be promptly returned by Representative to IMG.

5. Previous Agreement. Upon execution and delivery of this Agreement, any prior agreement between the parties or between IMG and the signing principal(s) of Representative shall be deemed and considered terminated and shall be of no further force or effect as of the Effective Date of this Agreement; provided, however, that while this Agreement remains in force, any rights of Representative (or the signing principal(s)) to receive compensation or vested compensation under the terms and conditions of the prior agreement are continued hereunder, and such earned or vested compensation shall be payable at the rate(s), for the remainder of the period(s), and on the basis and pursuant to the terms and conditions applicable as if that agreement remained in force.

6. Entire Agreement. This Agreement, including any attachments, supplements, amendments or modifications hereof or hereto, including the Compensation Schedule(s), is the entire Agreement between the parties regarding the subject matter hereof and for all dealings hereunder after its Effective Date. This Agreement shall not be assigned or transferred in whole or in part by Representative, nor shall any of Representative's rights, duties or obligations hereunder be assigned or delegated to any third party without the express prior written consent of IMG. Subject to the provisions of paragraph 2.1, above, no amendment or modification of this Agreement shall be valid or enforceable unless made in writing and signed by both IMG and the Representative.

7. Waiver. No waiver, deferral, suspension, concession, relinquishment or release by IMG of any of its rights or remedies hereunder arising from or in connection with any wrongdoing, breach, default or failure by Representative hereunder shall be deemed or considered to have occurred in the event of IMG's election not to enforce on any one or more occasion any provision of this Agreement, nor reduce, limit or otherwise affect IMG's rights and remedies arising from subsequent wrongdoing, breach, default or failure by Representative hereunder. Representative hereby releases IMG from any liability for providing or

disclosing Representative's social security number(s), tax identification number(s), and other tax data to authorized governmental agencies and Representative hereby authorizes and consents to such disclosure.

8. Notice. Any written notice required or permitted to be given by one party to the other under any provision of this Agreement shall be deemed and considered complete upon deposit, postage prepaid, in the U.S. Mail, properly addressed to Representative at Representative's last known address according to IMG's records or to IMG at its then-current Administrative Offices.

9. Headings; Counterparts; Severability. The headings of the various sections and paragraphs of this Agreement are inserted for purposes of convenience and reference only, and will not limit, restrict, or otherwise affect the meaning or interpretation of the terms and provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which, when fully executed, will be deemed an original, but all of which together shall constitute one and the same instrument. In the event any provision or clause in this Agreement is found to be invalid or unenforceable under the applicable laws or rules of any governmental or regulatory authority, or by a court of competent jurisdiction, all other clauses and provisions contained herein shall be deemed and considered severable therefrom, and will remain in full force and effect.

10. Construction. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, EXCLUSIVE OF CHOICE OF LAWS PROVISIONS. Sole and exclusive venue and jurisdiction for any action, lawsuit, or proceeding between the parties arising under, concerning, or as a result of this Agreement shall be in a Court located in Indianapolis, Marion County, Indiana.

Type or Print the Following (All information must be provided, as applicable):

Full Legal Name of Representative's Agency, Brokerage or Business Name (i.e., the name of the person or entity to whom commissions will be paid under this Agreement): _____

Mailing and Street Address of Representative: _____

Representative's Telephone Number: _____

Representative's Telefax Number: _____

Representative's E-mail address: _____

Representative's type of Legal Entity:

_____ Individual (Social Security Number : _____)

_____ Proprietorship (d/b/a name, if any: _____)

_____ Corporation (state of incorporation: _____)

_____ Limited Partnership (state of formation: _____)

_____ General Partnership (state of formation: _____)

_____ Limited Liability Company (state of formation: _____)

_____ Other (describe: _____)

Representative's Federal Tax ID No.: _____

Full Name of Representative's Contact Person: _____

Title of Representative's Contact Person: _____

For Tax Reporting Purposes Use:

- Representative's Federal Tax ID No.
- Individual's Social Security Number

The Required Copy of Representative's State Insurance License is attached:

- Yes

Signature of Representative:

Signature of Representative's Owner or Principal:

By: _____
(Authorized Signature)

(Printed Name – Title)

FOR OFFICE USE ONLY

International Medical Group, Inc.

By: _____
(Authorized Executive Signature)

(Printed Name - Title)

COMPENSATION SCHEDULE – AGENT INDIVIDUAL INSURANCE PRODUCTS

Commissions and Renewal Commissions equal to the percentages shown shall apply to premiums received on Policies placed in force under this Agent Selling Agreement during the effectiveness of this Schedule, excluding applicable taxes, if any.

	Commission (%) Policy Year	Renewal Commissions (%) Policy Years
	<u>1</u>	<u>2 plus</u>
Patriot Series	10	N/A
Global Series	15	5

Monthly Commissions are calculated using the following formula:

$$\begin{array}{r}
 \text{Monthly} \\
 \text{Gross} \\
 \text{Premium}
 \end{array}
 -
 \begin{array}{r}
 \text{Applicable} \\
 \text{Surplus Lines} \\
 \text{Taxes}
 \end{array}
 \times
 \begin{array}{r}
 \text{Commission} \\
 \text{Percentage}
 \end{array}
 =
 \begin{array}{r}
 \text{Gross} \\
 \text{Commission}
 \end{array}$$

IMG Agent Contract Number: _____ Effective Date of Agent Selling Agreement: _____
(Assigned by IMG) (Determined by IMG)

Account Executive: _____

FOR OVERRIDING AGENCY USE ONLY

This Agency is a Sub-Producer for:

Agency #: 17119

Name: TOMPKINS FINANCIAL GROUP, LTD. Phone/Fax: 604-895-7344/ 604-688-1029

Address: 1010-510 BARRARD STREET VANCOUVER, BC, CANADA V6C 3A6

Contact Person: DAVID TOMPKINS