

R.D. DRENKOW & CO., INC.

◆ Employee Benefit Consultants and Administrators ◆

Waterloo ◆ Des Moines ◆ Waverly

YOUR NAME: _____
(Referral Fees will be made payable to the above)

YOUR MAILING ADDRESS: _____

ADDRESS FOR PAYMENT
OF REFERRAL FEES: _____

YOUR PHONE NUMBER: _____ FAX NUMBER: _____

YOUR E-MAIL ADDRESS: _____

SOCIAL SECURITY NUMBER
OR TAX IDENTIFICATION NUMBER _____
(IF NOT A CORPORATION)

NAME OF ERRORS AND OMISSIONS CARRIER _____
(Attach Declarations Page of Policy)

CLIENT BEING REFERRED _____

LOCATION ADDRESS _____

MAILING ADDRESS (If Different) _____

CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

YOUR SIGNATURE: _____

TODAY'S DATE: _____

NOTE: To receive Referral Fees:
1) a sales presentation must have been made to the Client by a Drenkow employee or the Client must have received a proposal for administrative services from a Drenkow employee within two months of the date of this Agreement; and,
2) within twelve months of the date of this Agreement, the Client must have signed an engagement letter with Drenkow for the administration of an employee benefit plan.

SINGLE CASE REFERRAL AGREEMENT

This Agreement is between R. D. Drenkow & Co., Inc. ("Drenkow") and the individual, group of individuals or organization identified on the reverse of this form ("you"). As a referral source for Drenkow, you shall act as an independent contractor at your own expense and risk, with no authority to incur any expense in the name of Drenkow or to bind Drenkow in any way. Nothing in this Agreement shall be interpreted as an agreement, either express or implied, of employment with Drenkow.

This Agreement is a contractual agreement that governs your relationship with Drenkow in the performance of duties with respect to the mutual Client identified on the reverse of this form. A "Client" is defined as a plan sponsor who, 1) within two months of the date of this Agreement has accepted a sales presentation or received an administration proposal from a Drenkow employee for administrative services; and, 2) within twelve months of the date of this Agreement, has signed an engagement letter with Drenkow for the administration of an employee benefit plan ("Plan").

Drenkow will treat all knowledge of prospective Clients as confidential. Drenkow will not discuss the sale of investment or insurance products with the prospective Client or provide prospective Client information as a sales lead for other investment or insurance representatives. If the prospective Client solicits proposals from other investment or insurance representatives who request a proposal from Drenkow, Drenkow shall refuse to provide such a proposal during the time that this Agreement is in effect. Drenkow may contact the Client for Drenkow's own benefit or may accept another referral Agreement from someone other than you if this Agreement expires as specified below.

Nothing in this Agreement shall be construed to give any third party the right, based solely on this Agreement, to seek damages against either you or Drenkow for any act or omission by either party to this Agreement.

Opportunities and Responsibilities

You

1. You may offer the Plan the financial products and services of your insurance or registered securities firm.
2. You shall conduct business in accordance with the highest ethical standards of the securities and insurance profession and in compliance with all applicable laws and regulations.
3. You will act in accordance with the Plan's written investment policy statement and follow direction from the ERISA Plan Administrator, the named fiduciary of the Plan and the fiduciary's agents.
4. You will cooperate with Drenkow in the establishment of good Client relationships.
5. You will provide Drenkow with copies of all illustrations or proposals in which Drenkow is named or is to provide administration services. If, in the judgement of Drenkow, you materially fail to carry out any of the responsibilities outlined in items 2 through 5 above, this Agreement may, at Drenkow's discretion, be deemed null and void and, in addition, Drenkow may, in Drenkow's sole discretion, void any and all similar referral agreements that Drenkow may have with you.

Drenkow

1. If accepted by Drenkow, Drenkow will provide administration of the Client's Plan under the terms and conditions outlined in Drenkow's engagement agreement with the Client. Nothing in this agreement requires Drenkow to accept all administration business referred by you. The services that Drenkow shall provide shall be consistent with the Plan document and with applicable laws and regulations.
2. The services that Drenkow shall provide shall be consistent with the Plan document and with applicable laws and regulations.
3. Drenkow shall not present to the Client any investment or insurance product or suggest additional administrative services without obtaining your written consent in advance. Drenkow may communicate directly with the Client without your consent concerning plan compliance, administration and design issues and such other information as may be of interest to the Client.
4. Drenkow shall not provide Client information as a sales lead for other investment or insurance representatives.

Nothing in this Agreement shall be construed as giving you the right to approve Drenkow's fee schedules, operating procedures or any other action or decision made by Drenkow.

Compensation

Drenkow will be compensated for administration services as outlined in Drenkow's engagement letter with the Client and will not receive any commission for the sale of any investment or insurance products to any Client. You will be compensated for the sale and servicing of investment or insurance products through commissions on those products and you will not charge any additional fees for the services provided by Drenkow. Drenkow will, upon satisfaction of the conditions listed below, pay the following portion of the annual administration fee received by Drenkow to you as a referral fee:

Cafeteria and Health Reimbursement Arrangement Plans

- A. 25% of the annual administration fee received for the first two full year's administration of the Plan.
- B. 10% of the annual administration fee received for any subsequent year plan administration.

Referral fees will only be paid for administration fees received during the period that this agreement is in effect. Referral fees will not be paid on administration fees billed but not paid nor on any other fees, such as distribution fees, loan fees, self-direction fees, trust fees, annuity fees, documentation fees, installation fees or hourly fees for special services. Referral fees will not be paid to you for Plans for which you are the plan sponsor.

Miscellaneous Provisions

Payment of Fees

Payments of fees under this Agreement shall be made not less frequently than quarterly. If this Agreement is with an organization or other group of individuals, payments under this Agreement shall be made to the organization rather than to the individuals comprising the organization unless other payment arrangements are made in advance.

Expiration or Amendment of Agreement

This Agreement shall automatically expire without notice by or to either party if steps are not taken by you to refer the plan sponsor to Drenkow, or if the plan sponsor does not sign an engagement letter with Drenkow, within the time periods specified above.

Either you or Drenkow may amend this agreement at any time by providing the other party with a written copy of the proposed amendment. If the other party does not object in writing to the proposed amendment within 30 days after actual receipt of the proposed amendment, the proposed amendment shall automatically take effect retroactively as of the date of the receipt of the proposed amendment, or at such other date as may be specified in the proposed amendment. If the other party objects in writing to the proposed amendment within the 30 day period after actual receipt of the proposed amendment, the proposed amendment shall be considered null and void.

The Client may, of its own volition, decide to discontinue its relationship with either you or Drenkow without discontinuing its relationship with the other.

Non-Exclusive

Drenkow shall not be prohibited by this Agreement from establishing similar Agreements with other investment or insurance representatives or others. Drenkow shall also not be prohibited from soliciting business from plan sponsors for which no Agreement exists, even if these plan sponsors are your clients. Drenkow is under no obligation to pay you a referral fee, or to honor any of the other restrictions in this Agreement, with respect to any plan sponsor for which no Agreement exists or for which an Agreement has existed but has expired.

Iowa Law

This Agreement shall be effective when filed with Drenkow at its home office at 100 2nd Street SW, Waverly, IA 50677-0118 and shall be governed by and construed in accordance with the laws of the State of Iowa. You knowingly and voluntarily consent to be subject to the jurisdiction of the State of Iowa for purposes of adjudicating any controversy under this Agreement.