

INDEPENDENCE HOLDING CO  
Form 8-K  
March 09, 2006

United States

Securities and Exchange Commission

Washington, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE

SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **March 6, 2006**

**INDEPENDENCE HOLDING COMPANY**

(Exact name of registrant as specified in its charter)

**Delaware**

**010306**

**58-1407235**

(State or other jurisdiction  
of incorporation)

(Commission File Number) (IRS Employer Identification No.)

**96 Cummings Point Road, Stamford, CT 06902**

(Address of Principal Executive Offices) (Zip Code)

**(203) 358-8000**

(Registrant's telephone number, including area code)

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry Into a Material Definitive Agreement.**

On March 6, 2006, the Board of Directors of Independence Holding Company (the Company) entered into an Employment Agreement with Mr. Jeffrey C. Smedsrud in connection with Mr. Smedsrud's appointment as Chief Strategic Development Officer of the Company. The agreement terminates on March 1, 2008, but will automatically be renewed for successive periods of one year unless either the Company or Mr. Smedsrud provides notice to the other, at least 30 days in advance of the agreement's termination, that it will not be so renewed. Under the terms of the agreement, Mr. Smedsrud's base salary is \$240,000 per year, one half of which is to be paid to Mr. Smedsrud in shares of the Company's common stock under the Company's 2003 Stock Incentive Plan. In addition, Mr. Smedsrud is eligible to receive an annual cash bonus, in amount to be determined at the discretion of the Company's Chief Executive Officer and the Compensation Committee of the Board of Directors of the Company.

Under the terms of the agreement, if Mr. Smedsrud is involuntarily terminated (including constructive termination) without cause, or if Mr. Smedsrud voluntarily terminates his employment by the Company within six months following a change in control of the Company, he is entitled to receive severance pay equal to his base salary for a period of time equal to the greater of (i) the remaining term of the agreement or (ii) one year. Such severance pay is subject to certain terms and conditions, including Mr. Smedsrud's adherence to the non-compete and non-disclosure provisions of the agreement.

2

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INDEPENDENCE HOLDING COMPANY.

Dated: March 9, 2006

By: /s/ David T. Kettig  
Name: David T. Kettig  
Title: Co-Chief Operating Officer

