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## COMMISSION AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DENTAQUEST MID-ATLANTIC, INC., a Maryland Corporation, DENTAQUEST VIRGINIA, INC., a Virginia Corporation and DENTAQUEST MANAGEMENT, INC., a Maryland Corporation (collectively called "DENTAQUEST") and the Undersigned Producer/Agent.

WHEREAS, DENTAQUEST MID-ATLANTIC, INC is licensed with the Maryland Insurance Administration as a Dental Plan Organization and operates dental plans; DENTAQUEST VIRGINIA, INC is licensed with the Virginia Bureau of Insurance as a Limited Health Service Health Maintenance Organization and operates dental plans; DENTAQUEST MANAGEMENT, INC. is a licensed Third Party Administrator; and

WHEREAS, the Producer is duly licensed in the State of Maryland to solicit dental or vision plan contracts; and the Agent is duly licensed in the Commonwealth of Virginia or the District of Columbia to solicit dental or vision plan contracts;

NOW THEREFORE, the parties, for and in consideration of the mutual reciprocal covenants and agreements hereinafter contained, and intending to be legally bound thereby, do contract and agree as follows:

1. Producer/Agent intends to solicit dental plan contracts (the "Contracts") for DENTAQUEST. Producer/Agent represents and warrants that Producer/Agent is duly licensed to solicit and sell dental programs in all of the jurisdictions in which Producer/Agent will solicit and sell dental programs.

2. DENTAQUEST shall pay the Producer/Agent commissions with respect to premiums actually received by DENTAQUEST from Contracts procured by the Producer/Agent. The commissions paid shall be based on the number of lives covered under the plans for which actual monthly premiums have been received by DENTAQUEST and in accordance with the schedule set forth on Addendum A to this Agreement, which Addendum is attached hereto and incorporated herein. For purposes of determining the aggregate number of lives covered by a Contract in any month, a person insuring both himself or herself and eligible dependents of that person shall be deemed to be one life. Commission rates are based on the number of lives during the month premiums are actually received, and said commissions are payable by the end of the following month. DENTAQUEST reserves the right to change the commission rate schedule with respect to the procurement of future Contracts. Said commissions shall be paid by DENTAQUEST and dispersed directly by DENTAQUEST or such other entity as may be designated by DENTAQUEST. The commissions shall be paid to Producer/Agent with respect to the initial terms of each Contract and with respect to all renewals thereof, provided that Producer/Agent remains the agent of record of the Contract. Any disputes as to who is agent of record shall be resolved by DENTAQUEST in its sole discretion. Commission payments will terminate if the Producer/Agent's license to solicit and sell dental care programs is terminated, revoked, suspended or ineffective for any reason, or if said Producer/Agent is not agent of record.

3. Producer/Agent agrees to act at all times in accordance with all applicable laws and regulations concerning the solicitation of Contracts.

4. Producer/Agent acknowledges that the acceptance of Contracts rests solely with DENTAQUEST and that Producer/Agent has no authority to enter into contracts on behalf of DENTAQUEST nor to make any commitments or incur any obligations on behalf of DENTAQUEST. Producer/Agent agrees to promptly submit any Contracts procured by him/her to DENTAQUEST along with any premium checks received by Producer/Agent. All premium checks shall be payable to the order of DENTAQUEST or as designated by DENTAQUEST.

5. Producer/Agent agrees not to, and is not authorized to, vary or change in any manner the printed portions of the DENTAQUEST dental plans, commitments or forms furnished to Producer/Agent by DENTAQUEST or to represent to any Group, Subscriber, or other person the availability of any benefit which is not provided by the DENTAQUEST dental plan offered.

6. It is acknowledged that this is not a contract of employment and nothing contained herein shall be construed to create a relationship of employer and employee between DENTAQUEST and Producer/Agent.

7. This Agreement is terminable at will by either party upon at least 30 days notice to the other party. This Agreement may be terminated immediately upon notice for cause, which cause shall include, but is not limited to, fraudulent conduct, misrepresentation, misappropriation of funds, and/or professional censure. This Agreement will automatically terminate if Producer/Agent's license to sell dental programs is terminated, revoked, or suspended for any reason. All books, brochures, and contracts held by Producer/Agent that are connected with the business of DENTAQUEST shall remain the property of DENTAQUEST and shall be returned promptly to DENTAQUEST upon termination of the Agreement, or if earlier, upon the request of DENTAQUEST.

8. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and it may not be altered except by written agreement by all parties hereto.

9. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, Producer/Agent may not assign this Agreement without the written consent of DENTAQUEST.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, the Commonwealth of Virginia, or the District of Columbia. The governing law is determined by the state in which the contracted group is domiciled.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

ATTEST or WITNESS:

\_\_\_\_\_

PRODUCER/AGENT:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary, DentaQuest

DENTAQUEST

By: \_\_\_\_\_  
President

(Corporate Seal)

Dated: \_\_\_\_\_

### ADDENDUM A

Except as set forth below, DENTAQUEST shall pay to Producer/Agent commissions based on the number of lives covered, as defined in Paragraph 2 of the Commission Agreement, for which actual monthly premiums have been received by DENTAQUEST under the Contracts, as follows:

A. For the Access, Access ePPO, Choice, and any other Proprietary PPO or Indemnity plans:

- (a) for groups of 50 enrolled lives or less - 7% of the monthly premiums received;
- (b) for groups of 51 or more enrolled lives - 5% of the monthly premiums received.

B. For the Select Value Plan :

- (a) \$10.00 per single application and \$5.00 on renewal applications;
- (b) \$15.00 per single plus one dependent application and \$7.50 on renewal applications;
- (c) \$20.00 for family application and \$10.00 for renewal applications.

C. Ortho Select - \$20 per single application.

D. For any non-proprietary vision plan:

- (a) 7% of the monthly premiums received