

# Producer/Agent/Broker Marketing Agreement

Between

## NewDental LLC

8440 E. McDonald Dr. Ste. A  
Scottsdale, AZ. 85250

And

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Producer Name – Please Print

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Address

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1. NewDental LLC (hereinafter referred to as NewDental) hereby appoints Producer, and Producer hereby agrees, to represent NewDental to individuals and groups within the state of Arizona for purposes of selling to such individuals and groups the NewDental benefit products in accordance with the laws of the state of Arizona and the terms of this Agreement. Producer understands and agrees that the rights herein stipulated are not assigned to the Producer on an exclusive basis.

**2. NewDental agrees to pay to the Producer, while this Agreement remains in force, as full compensation hereunder as follows:**

- a. The Commissions stipulated in the Schedule of Commissions shown in Attachment 1, with respect to group membership policies issued by New Dental upon receipt of applications, counterparts or enrollment cards secured by Producer.
- b. The Commissions provided in the attached Schedule, subject to the terms and conditions of this Agreement, shall be paid to Producer provided that Producer (1) continues to be designated by NewDental under this Agreement as the Producer with respect to the member group(s) and (2) performs services relating to the above member group(s) in a manner satisfactory to NewDental and (3) the member group's contract remains in effect.
- c. The Commissions provided in the attached Schedule are based on premiums collected by NewDental LLC.
- d. NewDental reserves the right to revise Attachment 1 "Agent/Broker Commission Schedule" at any time and will provide thirty (30) days written notice of such revisions.

**3. Producer Agrees to:**

- a. Not receive premiums or any other monies due NewDental. In the event any funds belonging to or due to NewDental are received by Producer, they shall be remitted in full to NewDental within five (5) working days after receipt with a full and detailed statement. Any funds not remitted, as herein provided, shall bear interest at the rate of eight percent (8%) per annum until received.
- b. Be governed by all rules, regulations and instructions of NewDental together with all regulations instituted from time to time to and observe and comply with the applicable laws and regulations of Arizona.
- c. Hold all supplies furnished NewDental as property of NewDental provided for the Producer's use while this Agreement remains in effect and return same upon demand.
- e. Aid in the care and conservation of NewDental business and provide prompt service to prospective groups, member groups and certificate holders.

**PRODUCER MARKETING AGREEMENT**

**4. Producer agrees that:**

- a. NewDental may offset against any compensations due Producer hereunder, any amounts now due or which may become due at any time from Producer, and these amounts shall be a first lien against the compensation due Producer under this contract.

b. Producer may not assign this contract or the compensation accruing under it or any interest therein except with the prior written consent of NewDental and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of the assignment or thereafter arising.

**5. Producer has no authority and agrees not to:**

- a. Bind NewDental by any promise or agreement, or incur any debt, expense or liability whatever in its name or account, or waive any of the provisions of policies issued by NewDental.
- b. Pay, allow or offer to pay or allow, as an inducement to any person to enroll, any rebate of premium or consideration or any inducement not specified in the policy.

**6. Producer agrees that this Agreement, together with and all riders and supplements hereto, shall terminate:**

- a. Thirty (30) days following written notice by either party mailed to the address denoted herein. Notice of address changes must be given to the other party in writing.
- b. Within ten (10) days and with written notice for cause. "Cause" for purposes of this Agreement shall be construed to be one or more of the following occurrences:

As to Producer, Producer's failure to:

- 1) Abide by NewDental's premium rates and rules.
- 2) Remit premiums received to NewDental within the timeframes specified herein.
- 3) Obtain and/or maintain proper license with the Arizona Department of Insurance.
- 4) Sell and/or service NewDental member groups to its satisfaction.
- 5) Abide by any of the terms and conditions of this Agreement.

As to NewDental failure to:

- 1) Pay the commissions and fees provided in accordance with the Agreement.
- 2) Provide rates and rules for use by Producer.
- 3) Abide by the terms and conditions of this Agreement.

- c. Immediately for any act of dishonesty or fraud. Upon the occurrence of any such event, either before or after termination of this Agreement, all of Producer's rights under this Agreement, including rights to any commissions to which Producer might otherwise become entitled, shall thereupon cease.
- d. In the event of termination in accordance with paragraph 6.b., all of Producer's rights under this Agreement, including rights to commissions to which Producer otherwise become entitled shall thereupon cease.
- e. In the event of termination in accordance with paragraph 6.a., NewDental agrees to continue thereafter payment of commissions to Producer for which Producer is entitled under paragraph 2 herein.

**7. Producer agrees that:**

- a. This Agreement supersedes all previous contracts and agreements between Producer and NewDental theretofore made for the solicitation of NewDental products.
- b. Failure of NewDental to insist upon strict compliance with any of the conditions of this Agreement or the rules of NewDental Company shall not be construed as a waiver of any such conditions or rules, but they shall continue to be in full force and effect.
- c. No oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing, executed on behalf of NewDental.

**8. Indemnification**

- a. Each party hereto shall indemnify, defend, and hold harmless the other party against any claim, action or liability, including without limitation defense costs reasonable attorneys' fees, punitive or exemplary damages, penalties, and fines which either party may become obligated to pay as a result of:
  - 1) the failure of the other party or its agents to comply with any law, regulation, or rule of any governmental jurisdiction;
  - 2) any act, error, or omission committed by the other party or its agents causing loss to a third party; or

3) any act, error or omission by the other party or its agents in carrying out any of its duties and/or obligations under this Agreement; provided, however, that the indemnification obligation exists only to the extent the party seeking indemnification has not by its own actions (or those of an agent) caused, contributed to, or compounded the loss, damage, or liability for which indemnification is sought.

b. Without limiting the generality of the foregoing, in the event NewDental is cited by a department or regulatory authority for noncompliance or alleged noncompliance with any law or regulation, which citation is caused by Producer (or agents) in the performance of its soliciting, procuring or marketing activities, Producer shall indemnify NewDental for any (a) legal or administrative expenses incurred by NewDental to cure such citation, and (b) monetary fine or penalty assessed against or imposed upon NewDental.

**9. Producer understands and agrees that:**

a. NewDental reserves the right to discontinue or withdraw any plan and to fix the commissions not included in the compensation schedule, which are now, or may hereafter, be offered by NewDental.

b. If NewDental, for any reason, refunds any premium or part of a premium on any policy, any commissions paid to the Producer on the amount of premium refunded shall be repaid.

**I direct my compensation to be made payable and mailed as follows:**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Social Security or Tax Identification Number \_\_\_\_\_  
 Phone number \_\_\_\_\_ E-mail \_\_\_\_\_ Cell \_\_\_\_\_

\_\_\_\_\_  
 Producer's Signature Date:

\_\_\_\_\_  
 NewDental LLC Signature Date:

**Commission Attachment 1 to Producer's Agreement**

Commissions will be paid to the Producer based on incentive levels using employee contracts sold as the measurement of the applicable levels. Payment to the producer for reaching a new level of production will occur in the month following the receipt of premium at the new level.

As long a producer maintains a particular level of Employee Contracts, the producer's commission will remain level. The commission percentage will not decrease unless a producer's Employee Contracts with NewDental move to a lower level in the schedule.

<b>Producer Commission Schedule</b>			
<b>Commission Level</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b>Employee Contracts</b>	<b>2-250</b>	<b>251-700</b>	<b>701+</b>
<b>Commission Rate</b>	<b>8.5%</b>	<b>9.25%</b>	<b>10%</b>