

Producer Marketing Agreement

Between

SECURECARE DENTAL

3625 N. 16th Street #206

Phoenix, Arizona 85016

and

Producer Name – Please Print

Address

1. American Fidelity Assurance Company (hereinafter referred to as Insurance Company) has appointed *SECURECARE DENTAL, INC.* (hereinafter referred to as *SECURECARE*) as the Managing General Agent in Arizona to market Insurance Company's group insurance policies.
2. *SECURECARE* hereby appoints Producer, and Producer hereby agrees, to represent *SECURECARE* to groups within the state of Arizona for purposes of selling to such groups the *SECURECARE* 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.
3. ***SECURECARE* agrees to pay to the Producer, while this Agreement remains in force, as full compensation hereunder as follows:**
 - a. The Commissions and, if applicable, enrollment fees stipulated in the Schedule of Commissions shown in Attachment 1, with respect to group insurance policies issued by Insurance Company upon receipt of applications, counterparts or enrollment cards secured by Producer.
 - b. The Commissions and, if applicable, enrollment fees at the rate(s) 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 *SECURECARE* under this Agreement as the Producer with respect to the insured group(s) and (2) performs services relating to the above insured group(s) in a manner satisfactory to *SECURECARE* and (3) the insured group's contract remains in effect.
 - c. The Commissions provided in the attached Schedule are based on premiums collected by Southwest Preferred Dental Organization (hereinafter referred to as Administrator) on behalf of Insurance Company.
 - d. *SECURECARE* 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.
4. **Producer Agrees to:**
 - a. Not receive premiums or any other monies due *SECURECARE* or Insurance Company. In the event any funds belonging to or due to *SECURECARE* are received by Producer, they shall be remitted in full to Administrator 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 *SECURECARE* and Insurance Company together with all regulations instituted from time to time and observe and comply with the insurance laws and regulations of Arizona.
 - c. Hold all supplies furnished *SECURECARE* as property of *SECURECARE* provided for the Producer's use while this Agreement remains in effect and return same upon demand.
 - d. Aid in the care and conservation of *SECURECARE* insurance business and provide prompt service to prospective groups, insured groups and certificate holders.

PRODUCER MARKETING AGREEMENT

5. Producer agrees that:

- a. *SECURECARE*, through its Administrator, 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 *SECURECARE* 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.

6. Producer has no authority and agrees not to:

- a. Bind *SECURECARE* and Insurance Company 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 Insurance Company.
- b. Pay, allow or offer to pay or allow, as an inducement to any person to insure, any rebate of premium or consideration or any inducement not specified in the policy.

7. 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 *SECURECARE* premium rates and underwriting rules.
- 2) Remit premiums received to *SECURECARE* or its Administrator within the timeframes specified herein.
- 3) Obtain and/or maintain proper license with the Arizona Department of Insurance.
- 4) Sell and/or service *SECURECARE* insured groups to its satisfaction.
- 5) Abide by any of the terms and conditions of this Agreement.

As to *SECURECARE*, *SECURECARE*'s failure to:

- 1) Pay the commissions and fees provided in accordance with the Agreement.
 - 2) Provide rates and underwriting 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 7.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 7.a., *SECURECARE* agrees to continue thereafter payment of commissions to Producer for which Producer is entitled under paragraph 3 herein and 7b. 1-3.

8. Producer agrees that:

- a. This Agreement supersedes all previous contracts and agreements between Producer and *SECURECARE* theretofore made for the solicitation of *SECURECARE* insurance products.
- b. Failure of *SECURECARE* to insist upon strict compliance with any of the conditions of this Agreement or the rules of *SECURECARE* or Insurance 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 *SECURECARE*.

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9. 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 or *SECURECARE* or Insurance Company is cited by an insurance 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 *SECURECARE* or Insurance Company for any (a) legal or administrative expenses incurred by *SECURECARE* or Insurance Company to cure such citation, and (b) monetary fine or penalty assessed against or imposed upon *SECURECARE* or Insurance Company .

10. Producer understands and agrees that:

- a. *SECURECARE* reserves the right to discontinue or withdraw any plan of insurance and to fix the commissions not included in the compensation schedule, which are now, or may hereafter, be offered by *SECURECARE*.
- b. If the Insurance Company, through the Administrator, 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 (Payee) _____

Address _____

City _____ State _____ Zip _____

Social Security or Tax Identification Number _____

Producer's Signature

Date:

SECURECARE DENTAL Signature

Date:

Producer Marketing Agreement

Commission Attachment

(For business sold effective March 1, 2008 and after.)

SECURECARE DENTAL

Producer Commission Schedule

This SecureCare Dental producer commission schedule is effective for new cases* on or after March 1, 2008.

The commission schedule is a fixed rate schedule paid per case, based on the number of employees enrolled at the time of the sale.

The producer commission percentage is level and does not decrease at each renewal. First year and renewal commission are the same. Commission on a sold case will be paid in the month following receipt of premium for the sold case.

The producer commission pays according the following levels:

Group Dental Commission (per case)	
Group Size (Enrolled Employees at Time of Sale*)	Percent
2-4	7.0%
5-49	8.0%
50-99	5.0%
100-249	5.0%
250 or more	4.0%

* Employees submitted to SecureCare Dental with the binder check and Employer Group Master Application contract.