

**LIBERTY Dental Plan of California, Inc.
MARKETING SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into by and between LIBERTY Dental Plan of California, Inc. (hereafter referred to as the Company) and the Agent/Broker indicated on the signature line of this agreement.

The Company is a California corporation that operates a specialized health care service plan and is licensed and regulated by the Department of Managed Health Care under the provisions of the Knox-Keene Health Care Service Plan Act of 1975.

The Agent/Broker is an independent contractor and not an employee of LIBERTY Dental Plan of California, Inc.

The parties agree to the following:

1. The Agent/Broker will act as a marketing agent for the Company's products and services to groups and individuals within the Company's service area. The Agent/Broker will also provide reasonable group enrollment support, as needed to complete the marketing process.

To the extent reasonably necessary to enable the Agent/Broker to perform his or her duties hereunder, the Agent/Broker shall be authorized to engage the services of any agents, solicitors, service representatives, or assistants that may be deemed proper. The Agent/Broker may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of his duties. The cost to be borne solely by the Agent/Broker.

2. On all programs effected through the Agent/Broker, the Company will pay to the Agent/Broker as full compensation thereon, the commission percentages, provided in the commission schedule and which is part of this contract.
3. Any commissions accruing hereunder shall be payable in the month following the month of receipt of premium by the Company. In the event of a termination of coverage by the Company or by group or subscriber, the Agent/Broker shall refund paid commissions to the Company in the same proportion that the Company refunds subscriber's premiums to the terminated subscriber.
4. If any contract shall be terminated by either the Company or the contract-holder for any reason or cause, all rights to commissions that might otherwise have accrued hereunder on such contract shall cease.
5. No rights or interest arising hereunder shall be subject to assignment except with written consent of the Company, such consent not to be withheld unreasonably. Any indebtedness of the Agent/Broker to the Company arising at any time shall constitute a first lien upon any commissions or allowances due or to become due hereunder.
6. The Agent/Broker has no authority to alter or discharge any contract or to extend the time of premium payment or to waive or extend any contract provisions or conditions. The Agent/Broker has no authority to alter, amend, or change any promotional brochures without the prior written approval of the Company. All printed matter, applications and sales literature which the Company may furnish the Agent/Broker shall remain the property of the Company.
7. The Agent/Broker shall be responsible for all monies due to the Company for premiums paid on any contract and received by the Agent/Broker or by his appointees or employees. All such monies shall be promptly paid to the Company within five (5) days. Any failure of the Agent/Broker to pay said monies as provided herein or comply with any of the provisions hereof shall effect immediate termination of this

agreement and a forfeiture of all rights of the Agent/Broker hereunder and all commissions and allowances to the Agent/Broker provided for herein.

The Agent/Broker is not authorized to collect any funds on behalf of the Company; however, in the event the Agent/Broker collects such funds, the following provisions shall apply:

- a) All funds received by the solicitor firm for the account of the Company shall at all times be segregated from the assets of the solicitor firms and shall be promptly deposited to a trust account in a state or federal bank authorized to do business in this state and insured by an appropriate federal insuring agency. "Promptly deposited" means deposited no later than the business day following receipt by the solicitor firm.
 - b) All funds received by the solicitor firm for the account of the Company shall be transmitted to the Company within five (5) business days.
8. This Agreement shall remain in effect until either party elects to terminate this agreement by giving a written one hundred twenty (120) day notification. Notice of such termination shall be delivered in person, or by mail, certified, return receipt requested.

The following are examples of cause for termination of this Agreement:

- * Fraud, Embezzlement, etc.

In the event of termination for cause, all rights to fees and other forms of compensation shall cease, and no right to damages resulting from such termination shall arise.

9. All records, books, and papers of a management company, solicitor firm, and any provider or subcontractor providing services to the Company shall be open to inspection during normal business hours by the Director of the Department of Managed Health Care. The Agent/Broker shall preserve for a period of not less than five years, the books of account and other records required under the provisions of, and for the purposes of the Act.
10. The Plan shall have the right to reject applications for membership. The Plan is responsible to return premium in the event of such election. The Plan shall have the right to approve all marketing, membership, educational, and informational materials developed by the Agent/Broker before said materials are used in any manner whatsoever.
11. Both parties shall comply and shall cause their respective principal persons and employees to comply with all aspects of the Knox-Keene Act and regulations relevant to the marketing and solicitation of health care service plans.

The Agent/Broker, at all times, shall be licensed by the California Insurance Commissioner as a Life Agent and shall comply with the Knox-Keene Health Care Service Plan of 1975 and its amendments and all rules, regulations, and directive promulgated by the Director of the Department of Managed Health Care. Should disciplinary proceedings occur against the Agent/Broker or against any principal persons or employees relating to any license issued to such person(s) by the California Insurance Commissioner, notice of such proceeding must be reported to the Company within five (5) days of the proceedings commencement.

12. This Agreement constitutes the entire contract between the parties hereto. Any amendments to the Agreement shall be prepared in written form by the Company and delivered by mail to the Agent/Broker at his last known address.

IN WITNESS THEREOF this agreement has been executed in duplicate by the undersigned parties to take effect on _____.

LIBERTY Dental Plan of California, Inc.

AGENT/BROKER (PLEASE PRINT)

X
SIGNATURE _____

NAME _____

NAME _____

COMPANY NAME _____

TITLE _____

"PAY TO THE ORDER OF" ON COMMISSION CHECK _____

DATE _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

CALIFORNIA INSURANCE LICENSE # _____

TELEPHONE NUMBER _____

FAX NUMBER _____

SSN or TIN _____

EMAIL ADDRESS _____

X
SIGNATURE _____

DATE _____

Standard Commission @10%

AGENT/BROKER ID NUMBER
(Assigned by LIBERTY Dental Plan)