

COMMISSION AGREEMENT

This Commission Agreement ("Agreement") is made and entered into this _____ day of _____ 20____, by and between Cypress Dental Administrators, a California Corporation and licensed Third Party Administrator hereinafter referred to as "Company" having its principal place of business at 7510 Shoreline Drive, Suite A-1, Stockton, California 95219; Telephone Number: (800) 350-3989; and

_____, doing business at _____, City of _____, State of _____, Zip Code _____, Telephone (Area Code and Number) _____, E-Mail Address _____, hereinafter referred to as "Producer." Producer's form of business organization is (*check one*): Sole Proprietorship _____, Partnership _____, Corporation _____, and, if a corporation, State of Incorporation is _____, Tax Identification Number is _____, State Insurance License Number is _____.

WHEREAS, Company is a licensed Third Party Administrator domiciled in the State of California, and **WHEREAS**, Producer is desirous of marketing and selling Company's individual and group insurance products underwritten by the Company's insurance company partner.

1. COMMISSIONS: It is mutually agreed that commissions shall be payable to Producer only on Company's insurance programs sold through the efforts of Producer, in accordance with the commission schedule as agreed to by the parties hereto.

Commission Schedule*

Individual Dental Products	10%
Group Dental Products	Standard (see Attachment A)
Group Vision Products	Based on group quote
All Other Products	TBD

* Once earned commissions accrue to a minimum of \$50.00, a commission check will be issued at the next commission payment cycle and will be paid out at the end of that month.

COMPANY INDIVIDUAL AND GROUP HEALTH PRODUCTS

- a) For group products, the application class and commission rate payable to Producer shall be conclusively determined by Company for each enrolled group submitted by Producer and accepted by Company.
- b) For all products, the commission rate payable to Producer shall be based on the actual premium paid in cash to and received by Company. Any excess commissions paid to Producer shall be repaid to Company on demand.
- c) Any indebtedness of Producer to Company, however or whenever arising, may be deducted by Company from any commissions due, or to become due hereunder, from the Company to Producer.
- d) If any individual or group(s) shall be terminated by Company or the individual or group policyholder for any reason or cause, the Producer's right to commissions that might otherwise have accrued hereunder for said individual or group(s) shall terminate effective on the date of the policyholder's termination of insurance issued by the Company.

Company agrees to pay Producer's initial commission at the end of the applicable commission payment cycle in the month premium is received. Commissions earned thereafter will be paid without unreasonable delay, except where governmental licensing or appointment requirements are not met by Producer. If Producer is not duly appointed by the date that commissions would otherwise normally be processed, then payment of commissions to said Producer will be placed on hold. Producer agrees to forfeit any compensation placed on hold if the cause of such hold has not been resolved within six (6) months of the hold's effective date, as indicated on a hold notification letter or commissions statement.

The remittance of commissions due Producer will be accompanied by a statement describing statement describing commissions paid.

2. REMITTANCE OF PREMIUMS TO COMPANY BY PRODUCER: Producer will immediately pay all sums collected in payment of group insurance premiums and other charges produced in connection with Company programs to Company upon the receipt thereof without deductions of any kind.

3. STATE LICENSING REQUIREMENTS: Producer hereby warrants that the Producer is presently the holder of a valid insurance Agent's or Broker's License authorizing the lawful transaction of insurance business. Producer agrees that, in the event such license is suspended, revoked, or otherwise terminated by insurance regulatory authorities, the Producer will immediately notify Company in writing of such action. Company reserves the right to immediately terminate this Agreement, and all rights of Producer hereunder upon the receipt of such information. Appointments of Producer with any applicable regulatory agency(ies) with and by the Company will be paid by the Producer or deducted on his/her commission statement.

4. ENTIRE AGREEMENT: The parties hereto agree that this Agreement contains the entire agreement between the parties and that it supersedes and terminates any and all prior agreements relating to the solicitation or marketing of insurance of any nature whatsoever between said parties. No changes, amendments, additions, or alterations to this Agreement shall be effective unless signed by both parties in the form of an addendum attached to and made a part of this Agreement.

5. LIMITED AUTHORITY: The parties hereto acknowledge and agree that Producer is solely responsible for accurately representing the Company's insurance products to Producer's clients. Producer shall have no authority to guarantee or bind any plan of benefits or to alter the rates, conditions, or terms, of any application or plan of benefits which may be submitted to or issued by Company. In connection therewith, Producer agrees to hold Company harmless and to indemnify Company against any and all loss or liability which Company may sustain or incur as a result of representations made by Producer concerning the insurance products or programs being offered. This provision shall be applicable in all cases where representations made by Producer are untrue, or are in conflict, or inconsistent in any way with the terms, benefits, conditions, exceptions, or limitations as they actually exist in the insurance products or insurance programs or any of the documents issued by the Company in connection with or relating to the insurance products or insurance programs.

6. INDEPENDENT CONTRACTOR STATUS OF PRODUCER: The parties hereto intend that Producer shall act at all times solely as an independent contractor with respect to the services described in this Agreement. It is expressly understood that Producer's relationship to Company and the relationship of Company to Producer shall be that of an independent contractor only. Nothing herein contained shall be construed to create a relationship of employer and employee between Producer and Company or between Company and Producer.

7. ARBITRATION: In the event of a dispute between the parties hereto concerning this Agreement or performance by the parties, or the rights or obligations of either party thereunder, the parties agree to settle the controversy in accordance with the standards set by the American Arbitration Association.

8. NON-ASSIGNABLE: Neither this Agreement, nor any of the benefits which accrue hereunder, shall be assigned or transferred, either in whole or in part, without the prior written consent of Company, and such attempted assignment or transfer shall be void.

9. WRITTEN NOTICE: All written notices required by this Agreement to be given by either party to the other shall be sent to the party who is to receive the same by way of certified or registered mail, return receipt requested, prepaid United States mail, addressed to such party at the address set forth hereinabove or as changed in the records of Company by either party hereto pursuant to this notice provision.

IN AGREEMENT WHEREOF, the parties hereto have signed this Agreement on the day and year written on the first page hereof.

NAME OF AGENT OR AGENCY

Cypress Dental Administrators

Commissions Payable To

Company Signature

Producer Signature

Printed Name

Title

ATTACHMENT A

Standard Commission

Aggregate Premium*	Percentage
\$1 - \$10,000	10.00%
\$10,001 - \$15,000	8.00%
\$15,001 - \$25,000	6.00%
\$25,001 - \$50,000	3.50%
\$50,001 - \$100,000	1.75%
\$100,001 - \$250,000	1.25%
\$250,001+	0.75%

*Subject to the provisions in the Commission Agreement, premiums approved by Cypress Administrators shall be used to calculate commission percentages on a per month, per group basis, with the accumulating group contract aggregate of premiums determining each month's commission percentage.