



AGENT PRODUCTION AGREEMENT TEXAS, (rev 10/2017)

This agreement (AGREEMENT) is entered into this _____(day) of _____ (month), 20___, between QCD of America ("QCD" or "THE COMPANY") with mailing address at 751 E. Southlake Blvd, Suite 120 Southlake, TX 76092 and _____(agent name) hereinafter referred to as ("AGENT"), who is an individual corporation or partnership with offices at _____.

WHEREAS the COMPANY is in the business of establishing, marketing and administering fee for service dental and vision benefit programs for both groups and individuals; and,

WHEREAS the Agent wishes to affiliate with the COMPANY in soliciting and enrolling membership into the COMPANY'S dental and vision benefit program;

NOW THEREFORE AND IN CONSIDERATION OF the mutual agreements and covenants herein made, the parties hereto agree as follows:

AGREEMENT

1. APPOINTMENT: The COMPANY hereby appoints Agent and Agent accepts appointment to solicit and enroll members into the COMPANY'S dental and vision benefit program. The Agent will enroll members, both individuals and groups, in accordance with the benefits outlined in The Member Fee Schedule, "Exhibit A" of the AGREEMENT. The COMPANY reserves the right to unilaterally revise "Exhibit A" and any revision will automatically become a part of this agreement.
2. TERM OF APPOINTMENT: This AGREEMENT shall be in effect for one (1) year from the date noted above and will renew automatically for periods of one (1) year. This AGREEMENT may be terminated by either party without cause upon the service of thirty (30) days written notice in accordance with the manner required for notice outlined herein. This AGREEMENT may be terminated for cause by the COMPANY, to take effect immediately, upon the conviction of the Agent of a crime involving moral turpitude, failure of the Agent to follow the COMPANY'S direction in marketing the program or non performance and breach of responsibilities under this AGREEMENT.
3. RELEASE AND INDEMNIFICATION: The Agent releases, indemnifies and holds the COMPANY, its officers, directors, shareholders, employees and agents harmless from any claims, causes of action or complaints relating to the failure of the Agent to follow the COMPANY'S directions in marketing the program, non-performance and breach of responsibilities under this Agreement by the Agent, or any misrepresentation made by the Agent to the COMPANY or to a third party. Agent acknowledges that it is not authorized to make any representations or recommendations concerning the competency of the affiliated dentists or the quality of their services.
4. AGENT'S RESPONSIBILITY: Agent agrees to use his/her full capabilities in providing new membership for the COMPANY'S dental and vision benefit program. Agent will follow the guidelines and use only the authorized materials as supplied by the COMPANY. Agent has no authority to revise any COMPANY materials or bind the COMPANY to any contractual obligation or incur any debts without the written consent of the COMPANY.

5. COMPENSATION TO AGENT OF RECORD: COMPANY agrees to compensate the Agent an amount equal to [REDACTED] % of the gross monthly membership fees collected by the COMPANY from members sold and enrolled through the single efforts of the Agent in accordance with the COMPANY'S underwriting guidelines and will be paid in minimal increments of \$100.00. The compensation paid to the Agent may be adjusted at the discretion of the COMPANY to satisfy other parties involved in the transaction. The compensation will exclude all enrollment costs and member refund costs. The COMPANY shall pay compensation to the Agent at the address noted on this AGREEMENT for all fees collected in the previous month. The monthly renewal compensation will be paid to the Agent for the duration of the Group Membership Service Agreement or the membership term of an individual member unless this AGREEMENT is terminated by the COMPANY for cause as defined in this AGREEMENT. Compensation shall be made by ACH deposit, as outlined in "EXHIBIT B" of this AGREEMENT. Agents that decline ACH payments will be paid by check on the month following the end of each quarter, in minimal increments of \$100.

6. COMPENSATION TO SALES PRODUCTION PARTNER: COMPANY agrees to compensate the Sales Production Partner, defined as an individual that completes the sales transaction for QCD Discount Dental but is not identified as the groups Agent of Record, an amount equal to [REDACTED] % of the gross monthly membership fees collected by the COMPANY from members sold and enrolled through the single efforts of the Sales Production Partner in accordance with the COMPANY'S underwriting guidelines and will be paid in minimal increments of \$100.00. The compensation paid to the Sales Production Partner may be adjusted at the discretion of the COMPANY to satisfy other parties involved in the transaction. The compensation will exclude all enrollment costs and member refund costs. The COMPANY shall pay compensation to the Sales Production Partner at the address noted on this AGREEMENT for all fees collected in the previous month. The monthly compensation will be paid to the Sales Production Partner for the initial TWELVE MONTHS of the Group Membership Service Agreement or the entire membership term of an individual member unless this AGREEMENT is terminated by the COMPANY for cause as defined in this AGREEMENT. Compensation shall be made by ACH deposit, as outlined in "EXHIBIT B" of this AGREEMENT. Agents that decline ACH payments will be paid by check on the month following the end of each quarter, in minimal increments of \$100.

7. COMPENSATION TO NEW AGENT PRODUCTION PARTNER: COMPANY agrees to compensate the New Agent Production Partner, defined as an individual that solicits NEW QCD Agents, those agents not previously enrolled as a QCD Agent or those agents having not written new business with QCD for the previous 24 month period. NEW AGENT PRODUCTION PARTNER completes the sales transaction, in conjunction with the Agent of Record, for QCD Discount Dental but is not identified as the groups Agent of Record. Compensation on QCD Load Split between AOR and NEW AGENT PRODUCTION PARTNER will be determined by NEW AGENT PRODUCTION PARTNER and submitted to QCD using the form attached to this contract titled NEW AGENT PRODUCTION PARTNER Commission Matrix. QCD Load Split may NOT exceed a total of 50% and must be submitted prior to AOR's INITIAL QCD rate quote in order for the NEW AGENT PRODUCTION PARTNER to receive commissions. Special Circumstances are also acknowledged on the NEW AGENT PRODUCTION PARTNER Commission Matrix and must be signed by both NEW AGENT PRODUCTION PARTNER and the COMPANY to be valid. Agents that decline ACH payments will be paid by check on the month following the end of each quarter, in minimal increments of \$100.

8. ENTIRE AGREEMENT: This AGREEMENT and the attached Exhibit hereto represent the entire AGREEMENT between the parties and supersedes all previous agreements between the COMPANY and the Agent.
9. AMENDMENT: This AGREEMENT cannot be amended except in writing and signed by an authorized representative of the COMPANY and Agent; the COMPANY may unilaterally revise its dental and vision benefit program, "Exhibit A" herein. Any such revisions shall be deemed as amendments to such exhibit.
10. ASSIGNMENT: This AGREEMENT may not be assigned by Agent without the prior written consent of the COMPANY. Any attempt to assign this AGREEMENT without such written consent shall enable the non-assigning party to terminate this AGREEMENT for cause.
11. NOTICE: Any notice required of any party hereunder shall be effected by either hand-delivery or by United States Certified Mail, return receipt requested, at the addresses listed under their respective signatures below, and shall be deemed delivered to the other party upon receipt or if mailed, five (5) days after mailing. Such addresses may be changed only upon giving notice to the other party as outlined herein.
12. NONWAIVER: The failure of either party to the AGREEMENT to exercise any remedy or right under this AGREEMENT shall not operate as a waiver of such remedy or right. No forbearance by either party to exercise any rights or privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this AGREEMENT may be waived except by the written consent of the waiving party.
13. RELATIONSHIP OF PARTIES: The COMPANY and Agent recognize that they are separate and independent entities. Agent agrees to perform his/her duties and obligations under this, AGREEMENT as an independent contractor. Nothing in this AGREEMENT shall be deemed to, or nor shall it create, the relationship of employer and employee, master and servant, partners, or joint-ventures between the COMPANY and Agent.
14. PARTIAL INVALIDITY: In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein.
15. CHOICE OF LAW: This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Texas, and is performable in Dallas County, Texas.



AGENT NAME: _____

AGENCY: (IF APPLICABLE) _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE: _____

FAX: _____

EMAIL: _____

SS OR FEDERAL TAX ID: _____

AGENT/ BROKER SIGNATURE

JENNIFER HUMPHREY
QCD CHIEF OPERATING OFFICER

CONTRACT EXECUTION DATE