

PRODUCER AGREEMENT

This Producer Agreement (this "*Agreement*") is entered into by and between **Careington** International Corporation, a Texas corporation ("*Careington*"), and the undersigned ("*Producer*") and shall be effective as of the date written below.

RECITALS

WHEREAS, **Careington** is in the business of creating, consolidating, marketing and administering dental plans and other benefits through its own network of dentists and through agreements with various companies and distributors of consumer benefit products (herein referred to as "Benefit Providers"); and

WHEREAS, **Careington** desires to enter into an agreement with Producer to provide for the placement of its benefits plans through the marketing efforts of Producer and Producer desires to enter into an agreement with **Careington** pursuant to which Producer will provide such placement and marketing services to its Producers pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, **Careington** and Producer each hereby agrees as follows:

1. Definitions. The following definitions shall have the meanings given them in this Section 1 or in the Sections of this Agreement referred to in this Section 1:

"Benefits Plan" means the benefit plan or plans described on Schedule 1 attached hereto and made a part hereof.

"Benefit Provider" has the meaning given it in the Recitals to this Agreement.

"Member" means those individuals and their dependents determined eligible and current under the terms of payment specified herein and entitled to access the services provided under the Benefits Plan.

"Participating Provider" means a practitioner or provider of goods or services under the Benefits Plan.

"Marketing Representative" means a natural person, agency or brokerage firm having been employed by or appointed as independent contractors by Producer for the purpose of brokering or marketing the Benefits Plans on behalf of Producer.

2. Placement of Benefits Plans. **Careington** and Producer will work together to place Benefits Plans through **Careington** for the Marketing Representatives of Producer. Producer agrees that he/she personally, or through Marketing Representatives, will contact persons eligible to participate in the Benefits Plan in order to enroll them in same. **Careington** shall have the sole right to accept or reject membership or group applications for Benefits Plans. Producer shall receive such compensation as shall be set forth in Section 6 of this Agreement. No Marketing Representative shall have the right to market or place any Benefits Plans prior to **Careington's** receipt of an executed Producer Agreement in form and substance satisfactory to **Careington**.

3. Independent Contractor. In submitting business to Careington, Producer is acting as agent for the applicant for Benefits Plan and is not acting as an agent, subagent or broker for Careington. This Agreement does not create a partnership, joint venture or employment relationship between Careington and Producer. Producer is acting in its individual capacity as an independent contractor and shall have the exclusive right to direct its scope of activity hereunder.

4. Limitation of Authority and Responsibilities. Producer shall have no authority to (i) bind Careington, (ii) make, alter or vary any terms of coverage under the Benefits Plans; (iii) waive or modify terms of payment of any membership fees owing for the Benefits Plans; (iv) make, change or alter any materials containing the Careington name or logo without prior written approval by Careington, nor use such materials for any purpose other than as designated by Careington in writing or (v) incur any liabilities or obligations on behalf of Careington. Careington shall have no responsibility to any Member, sub-agent, solicitor, or sub-producer with regard to the adequacy, amount or form of benefits obtained under the Benefits Plans.

5. Payment of Membership Fees. Producer guarantees the payment to Careington of all membership fees on Benefits Plans placed by Producer through Careington. Such payment is due and shall be paid to Careington by Producer in accordance with payment terms established from time to time by Careington and is due and payable whether or not Producer has collected the applicable fees, except in the case where such fees have been remitted directly to Careington. Producer shall be liable for and shall pay return commissions at the same rate as originally credited to Producer for all return fee adjustments or cancellations made at the option of Careington, the Member or otherwise. Producer assumes the credit risk of advancing membership fees to Careington before collecting membership fees from a Member. Producer shall perform this guarantee upon demand of Careington at any time with respect to any uncollected fees or unpaid return fees then outstanding. Producer acknowledges that Careington, without limitation of other remedies, reserves the right to cancel Benefits Plans for non-payment of membership fees to Careington.

6. Commissions. Commissions shall be payable to Producer under the conditions set forth in this Agreement. Careington will pay Broker a commission on premiums collected as set forth in the Broker's Commission Schedule attached hereto and made a part hereof for all purposes.

7. Changes in Commission Structure. Careington shall have the right expressly reserved to change, at any time, and from time to time, the rate of commissions on Benefits Plans placed by Producer but such change shall not affect commissions or deferred commissions on Benefits Plans placed by Producer prior thereto.

8. Accounting. Accounts of commissions due Producer are to be rendered by Careington each month, together with all commissions due Producer.

9. Termination of Commissions. It is expressly understood and agreed that if Producer or any of its Marketing Representatives cause or aid or abet others to cause any of Careington' Members to cancel, lapse or fail to renew their Benefits Plans with Careington, or if Producer or any of its Marketing Representatives cause or aid or abet others to cause any of Careington' members to purchase the same or similar membership benefits from another provider, then if either of said events occur, no further commissions of any type shall thereafter accrue or be payable under this Agreement and this Agreement shall automatically terminate upon the occurrence of either of such events.

10. Confidentiality; Non-Solicitation; Non-Circumvention.

(a) In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure from the other of certain proprietary and confidential information, including, but not limited to, financial records, technological developments, marketing strategies, Member lists, Participating Provider lists, employee lists, and other information considered by the disclosing party to be confidential and proprietary (herein collectively referred to as "Confidential Information"). For purposes of this Section 10, the financial terms of this Agreement are Confidential Information of each party. Confidential Information does not include: (i) information learned from a third party entitled to disclose it and who is not in violation of a contractual, legal or fiduciary obligation to either party, (ii) information which is or becomes known publicly through no fault of either party or, (iii) information already known by either party prior to disclosure from the other party, as shown by the receiving party's records.

(b) Each party will receive Confidential Information in confidence, will use it solely for the purpose of and as necessary to fulfill its obligations under this Agreement and will not reveal it to any third party, other than a corporate affiliate, without the express written consent of the other party. Each party will take appropriate measures to prevent its agents, employees and subcontractors from using or disclosing any Confidential Information, except as is expressly permitted under this Agreement.

(c) During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, Producer will not, directly or indirectly, through or on behalf of itself or any other entity or individual, solicit, or attempt to solicit, any Participating Provider to provide goods or services to any Member or to contract with or join any panel or network.

(d) During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, neither Producer nor any of its Marketing Representatives shall, either directly or indirectly (i) attempt in any manner to commercially circumvent, avoid, bypass, or obviate Careington in any transaction with any of Careington's Benefit Providers in an effort to avoid the payment of, or decrease the amount of, fees or other compensation which would have otherwise been payable to Careington had Producer or the Marketing Representative included Careington in the transaction; or (ii) attempt in any manner to commercially exploit or circumvent Careington's existing or proposed business concepts, plans and/or business contacts, unless Producer or the Marketing Representative first obtains Careington's prior written consent (which such consent may be given or withheld at Careington's sole discretion).

(e) At no time will Producer contract with, or attempt to contract with, any third party to provide such third party any or all of the services or benefits provided in the Benefits Plan on a wholesale basis for resale by such third party on a retail basis to any consumer or on a wholesale basis to another marketer or provider of such services or benefits.

(f) The provisions of this Section 10 will survive termination of this Agreement.

11. Claims. Producer shall notify Careington promptly of any claims, suits or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and shall cooperate fully with Careington to facilitate the investigation and adjustment of any claim as requested by Careington.

12. Monies Held By Producer. Producer shall hold any monies collected by Producer for the account of Careington in trust in a fiduciary account in accordance with the laws of the state where Producer resides or, if there are not such laws, in accordance with the laws of Texas.

13. Compliance With Laws. Producer warrants and agrees that: (i) Producer will comply with all applicable laws and regulations governing the conduct of the business contemplated by

this Agreement; (ii) Producer is properly licensed, if necessary, to transact business as an agent or broker in accordance with the provisions of the laws of any state in which Producer transacts business; and, (iii) Producer will promptly notify Careington of any suspension, cancellation, or disciplinary action in respect of the agent or broker licenses of Producer.

14. Advertising. No advertisement referring to or using the name of Careington, any of its Benefit Providers, or any of their respective affiliates shall be printed, published or used in any way by Producer without the prior written approval of Careington.

15. Website Restrictions. In the event Producer or any Marketing Representative desires to promote or market any Careington service or product, including any Benefits Plan, through its own alternate Web site (an "Alternate Site") as opposed to Careington's corporate website (the "Careington Site"), Producer and each Marketing Representative shall fully comply with the following policies and limitations. These policies and limitations have been created to promote the integrity, security, reliability and privacy of the Careington Site. Any violation of these policies and limitations shall give Careington the right to immediately terminate this Agreement and Producer's right to market or solicit any Careington product or service, including any Benefits Plan, as well as the right to pursue all other legal remedies available to Careington.

(a) Alternate Sites shall not be designed or used in such a way as to be deceptively similar to the Careington Site or cause confusion in the marketplace by representing themselves as Careington or by using the unique layout of the Careington Site. The overall look of the Alternate Site shall not copy or emulate that of the Careington Site.

(b) Any link to the Careington Site shall only be used on the specified Alternate Site as submitted to and approved in writing by Careington. Unique content (photos and design elements) may not be taken directly from the Careington Site and used in the Alternate Site. Specific allowed graphics (such as trademarks and logos) and text may be used within an Alternate Site only with the express prior written consent of Careington. Graphics and/or text that are taken directly from the Careington Site with the prior written consent of Careington and used as specified must credit Careington by using the appropriate trademark/copyright disclaimer.

(c) Under no circumstances shall an Alternate Website use a URL that is the same as or similar to any URL of Careington. No Alternate Site shall use any derivation of the name "Careington" or similar spelling or sounding word in its URL. No Alternate Site shall use the name "Care" in its URL.

(d) The trademarks, service marks and logos used and displayed on the Careington Site are registered and unregistered trademarks of Careington or its affiliates, unless otherwise noted. Neither Producer nor any of its Marketing Representatives may use the Careington trademarks and/or copyrighted materials including, but not limited to, names, slogans, logos, service marks and/or trade names without the express prior written consent of Careington. Nothing in this Agreement grants, by implication, estoppel or otherwise, any license or right to use any trademark or other intellectual property of Careington without Careington's authorization and prior written permission.

16. Termination. Either party may terminate this Agreement by giving seven (7) days written notice to the other. After the date of termination of this Agreement, Producer shall complete the collection and accounting to Careington for all membership fees, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding Benefits Plans,

including, but not limited to, return membership fees and return commissions. Upon termination of this Agreement, Producer will return any and all materials furnished by Careington. Termination of this Agreement shall not impair the right of Producer to receive first year and renewal commissions as may accrue on Benefits Plans placed through Producer prior to termination so long as Producer remains the agent of record. However, this Agreement shall automatically terminate and all renewal commissions hereunder shall cease and terminate if less than \$25.00 in monthly renewal commission payments are paid to Producer during the 25th contract month and each subsequent month thereafter. This Agreement and Producer's right to receive commissions hereunder shall terminate upon the death of Producer and none of Producer's successors, heirs or personal representatives shall have any right or claim to the continuing payment of commissions hereunder after the death of Producer.

17. INDEMNIFICATION. EACH PARTY AGREES TO DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY (AND ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) HARMLESS FROM AND AGAINST, AND PROMPTLY REIMBURSE IT FOR, ANY AND ALL LOSSES, EXPENSES, JUDGMENTS, STIPULATIONS, PENALTIES, DAMAGES, DEFICIENCIES, LIABILITIES AND OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, SETTLEMENT COSTS, COSTS OF INVESTIGATION, PROSECUTION OR DEFENSE COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE BREACH OR MISREPRESENTATION BY A PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS, OR AGREEMENTS CONTAINED IN THIS AGREEMENT.

18. Notices. Any notices to be given hereunder by either party to the other must be in writing and by personal delivery or by fax or by mail, registered or certified, postage prepaid with return receipt requested.

19. VENUE AND LAW GOVERNING AGREEMENT. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL LIE IN DALLAS COUNTY, TEXAS.

20. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

21. Assignment. This Agreement for services by Producer is personal; it cannot be transferred, assigned, pledged, made subject to a security interest, or otherwise disposed of by Producer in whole or in part. This Agreement may be assigned by Careington to any of its affiliates.

22. Amendment. This Agreement may only be amended by the written consent of the parties.

23. Article and Other Headings. The headings contained in this Agreement are for reference purposes only and will not affect its interpretation.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year written below to be effective as of _____, 200_.

PRODUCER:

Name of Producer

*By: _____

Name:

Title:

Date: _____

Agent/Broker License Number and State

Social Security Number/or Federal I.D. Number

Address

City

State

Zip

Area Code

Telephone Number

Fax Number

Email Address

*If Producer is an individual, the individual must sign. If Producer is a partnership, one of the general partners must sign as general partner. If Producer is a corporation, an authorized officer must sign and indicate the title of such authorized officer.

Careington INTERNATIONAL CORPORATION

By: _____

Name:

Title:

Date: _____

Managing Agent QUALBE	Working Agent CONBPZ
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Careington International Corporation

BROKER'S COMMISSION SCHEDULE

The Commission Schedule payable on a monthly basis to Producer by Careington shall be as follows:

PLAN CODE	MEMBERSHIP FEES	FIRST YEAR COMMISSION	RENEWAL COMMISSION
Total Care	50%	25%	25%

Agent Recruiting Override Agreement for TOTAL CARE

1. Producer will recruit and maintain agents appointed by Careington to sell the TOTAL CARE plan. Producer will receive a 5% override commission on all business produced (sold) by sub-agents. This override does not apply to Careington TOTAL CARE sales personally generated by and attributed to Producer directly. The override commission does not apply to any other products offered by Careington. Overrides apply the TOTAL CARE Product specifically.

Executed at _____, this ____ day of _____, 200_.

**Careington INTERNATIONAL
CORPORATION**

By: _____

Name:

Title: