

MARKETING BENEFITS INC.

Agent Commission Agreement

THIS AGREEMENT is made and effective this date, _____ 20__, between Marketing Benefits Inc., (hereinafter described as "Company"), and

Name of Agent	City	State	Zip
(hereinafter described as "Second Party").			

1. COMMISSION. Subject to the provisions of this Agreement, in accordance with the rules and regulations of the Company, and as hereinafter set out, the Company, or its duly authorized representative, will pay Commissions to Second Party on premiums received in cash by the Company for policies issued during the term of this Agreement upon applications procured and submitted by Second Party. Such Commissions will be calculated in accordance with the provisions of the Commission Schedules, attached hereto.

- (a) Commissions will not be paid on premiums waived, premiums paid in advance (except as they are applied toward payment of the current premium) or premiums paid subsequent to a lapse of a policy unless the policy is reinstated solely through the instrumentality of the Second Party.
- (b) The Company has the right, at its sole discretion, to modify any Commission Schedule attached hereto, by furnishing Second Party advance written notice of any such modification. However, any such modification will not apply to any policy whose effective date was prior to the effective date of the modification.
- (c) The insurance products governed by this Agreement are outlined in the attached Commission Schedule, which may be modified by the Company from time to time by the addition or deletion of products.

2. AUTHORITY TO SOLICIT. Second Party is authorized to solicit applications for insurance for the Company, collect the first premium on each policy of insurance applied for and pay the same over to the Company in accordance with the Company's procedures; deliver the policies of insurance as directed by the Company; and do any act or perform any duty which is specifically authorized in writing and signed by an officer of the Company.

This authority granted the Second Party is subject to the rules of the Company and statutes and regulations of applicable insurance departments, including licensing requirements.

The Second Party shall be responsible to the Company for all business conducted by it or entrusted to persons employed by it, and shall indemnify and hold the Company harmless for all costs, cause of actions, and damages resulting from acts or transactions by the Second Party, its officers or its salaried employees.

Authority to solicit is subject to appointment of the Second Party with the Company as required by the insurance law in such states as the Second Party is licensed and authorized to solicit. The Company reserves the right to require the Second Party to pay to the Company such fees as may be required for appointment, renewal of appointment and termination of appointment in each and every state where the Second Party must be appointed in order to solicit. Additionally, Second Party will be responsible for payment of all such fees for sub-producers under Second Party's supervision who are appointed with the Company to solicit and notifying Company of appointments which should be non-renewed or terminated.

3. LIMITATION OF AUTHORITY. Second Party has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Company's policies or contracts. Second Party will have no authority to advertise, distribute or publish, regardless of the media, any matter or thing concerning the Company or its policies without written permission of the Company, nor to do any act or perform any duty other than is expressly granted herein except as specifically authorized in writing by the Company. The Second Party shall give the Company immediate notice of any legal proceedings initiated against it or against any sub-producer of which it has notice.

4. RELATIONSHIP. The relationship between the Company and Second Party will be that of independent contractor and contractee, and not that of employer and employee. Within the territory herein designated, Second Party will be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this Agreement, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of Second Party, which rules and regulations Second Party will conform to and observe.

5. TERRITORY. The area within which Second Party will have the right to represent the Company may be as directed from time to time by the Company but this territory is not assigned exclusively to Second Party.

6. VESTED COMMISSIONS. In the event of termination of this Agreement, except in the case of death, commissions will be payable under the following conditions, subject to the provisions of this Agreement:

One Hundred Percent (100%) of the commissions will be payable after its effective date.

Second Party will forfeit all of his/her interests under this Agreement in the event of termination of this Agreement if Second Party sells or offers to sell, directly or indirectly, to any person or persons, insurance at any reduction from the regular table rates as furnished Second Party by the Company, or violates the insurance laws of any state, or withholds any money, policy or receipt contrary to the provisions of this Agreement or regulations made thereunder. Such sale, offer of sale, violation of law, or dereliction will, without further notice, work an immediate termination of this Agreement and an unconditional forfeiture of all rights, claims and demands whatsoever Second Party has against the Company, accrued or to accrue under this or any previous contract and under any supplementary agreement or amendment, for commissions, both first year and renewal, or other compensation or payment, but nothing herein contained will be construed to affect any rights or claims of the Company against Second Party.

7. LIABILITY. Commissions will be subject to reduction by the Company for any amount due the Company from Second Party or for any amount of claims made against the Company because of any action or inaction of Second Party. This right of off-set will also apply to any renewal Commissions.

Second Party will be jointly and severally liable for debit balances of all classes of the Company representatives, however designated in their separate contracts, on whose production Second Party is contractually entitled to any override commission or service fee from the Company.

To secure the repayment to the Company of such debit balances, whether now existing or hereafter arising, Second Party agrees that the Company may apply any and all existing future indebtedness of Second Party to the Company against any earned commissions or other sums payable to Second Party by the Company. To further secure such repayment, the Second Party hereby assigns and grants to the Company a security interest in all commissions and any other sums payable, which are now or may from time to time hereafter be due to Second Party from the Company. The Company's right of off-set, as described herein, and security interest, as granted herein, constitute a paramount and prior lien on any and all commissions or any other sums payable to Second Party by the Company and the Company may, at any time without notice, apply such commissions and other sums payable to such indebtedness.

8. REFUNDS. Should the Company for any reasons refund any premium on any policy secured hereunder, the Second Party will repay, on demand, any commission received on that premium.

9. ASSIGNMENT. No assignment of any commission or any other amounts, or any portion thereof, due or to become due to Second Party hereunder will be valid unless authorized in advance in writing by the Company, and any assignments so authorized will be subject to any and all indebtedness of Second Party to the Company then existing or thereafter accruing.

10. FORFEITURE. Should Second Party at any time endeavor to induce representatives of the Company to discontinue their Agreement, or its policyholders to relinquish their policies, Second Party will forfeit any and all commissions that he/she might otherwise have acquired under any and all contracts with the Company.

In the event the renewal commissions due Second Party are less than One Hundred Eighty Dollars (\$180.00) for any calendar year, any subsequent renewal commissions will be continued or discontinued at the option of the Company.

11. EXPENSES. Second Party will pay all expenses incurred in the performance of this Agreement, and when requested by the Company, will furnish a bond of indemnity in such form and amount as approved by the Company.

12. ACCOUNTING. The Company will furnish Second Party with monthly accounts showing commission payments made to Second Party within such accounting period.

13. TERMINATION OF AGREEMENT.

(a) Termination Without Cause

- (1) Either party may terminate this Agreement without cause by giving 30 days written notice to the other of such termination.
- (2) This Agreement will automatically terminate, without notice, on the date of Second Party's death.

(b) Termination for Cause. Upon failure of either Party to perform

any of its obligations or covenants hereunder, the other Party may terminate and cancel this Agreement effective immediately upon service of notice of such termination on the other Party, which notice will specify the cause of termination. This Agreement will be automatically cancelled without notice by reason of fraud, misappropriation or withholding of funds, by Second Party, or if the Second Party will file a Petition in Bankruptcy (for any purpose whatsoever) or if he/she will make an assignment for the benefit of creditors or will be adjudicated bankrupt or if a receiver or conservator will; be appointed for him, and anything contained in this Agreement to the contrary notwithstanding, thereafter no compensation of any kind will be payable to Second Party.

Anything to the contrary in this Agreement notwithstanding, all indebtedness due to the Company from Second Party will be immediately payable without demand or notice therefore by Second Party to the Company upon termination of this Agreement regardless of whether such terminations is with or without cause.

In the event of termination, the Second Party shall immediately turn over to the Company all undelivered policies, rate books, such correspondence and records, and other property of the Company as pertain to business produced by the Second Party, or agencies recruited by Second Party during the term of this Agreement, which are then in its possession.

Except as specifically provided in this Agreement, no commissions, service fees or other compensation of any kind will be payable to Second Party following termination of this Agreement.

14. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. SOLE AGREEMENT. This Agreement supersedes any and all previous agreements between the parties hereto which pertain to the solicitation of applications for any insurance mentioned herein, and the payment of commissions on premiums on policies issued by the Company under previous contract with Second Party is not hereby impaired.

This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President or Secretary of the Company, which expresses an intention to modify or change this Agreement.

16. GOVERNING LAW. This Agreement shall be governed as to performance, administration and interpretation by the laws of the State of Alabama.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

By: _____
Marketing Benefits Inc. ("Company")

By: _____
Agent ("Second Party")

The Maximum Value Dental Plan
Agent Commission Schedule

	<u>1st Year</u>	<u>Renewals</u>
Writing Agent	10%	10%

This product is not approved in all states. For a current listing of state availability, contact Marketing Benefits, Inc., P.O. Box 1459, Orange Beach, AL, 36561.

Agent Signature _____