

## SELLER AGREEMENT

THIS SELLER AGREEMENT (this “Agreement”) is entered into by and between CAREINGTON International Corporation, a Texas corporation (“Careington”), and the undersigned (“Seller”) and shall be effective as of the date of electronic signature submission.

### RECITALS

WHEREAS, Careington is in the business of establishing, building, consolidating, marketing and administering discount dental plans and other health and non-health benefits through its own network of dentists and through agreements with other companies and distributors of healthcare benefit plans, products and services (each a “Benefit Provider”); and

WHEREAS, Careington has created single and multi-benefit plans (each a “Benefits Plan”); and

WHEREAS, Seller is an individual or entity that markets dental and other health care benefit plans to individual consumers, groups, and/or other entities and desires to market Benefit Plans to individuals who meet the eligibility criteria under the Benefits Plan and are not delinquent in their payment obligations (each a “Member”);

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, Seller and Careington hereby agree as follows:

#### **1. Obligations of Seller.**

(a) Seller shall market the Benefits Plan as described on Schedule 1. Seller shall only charge retail fees for the Benefits Plan that are approved by Careington and shall only market the Benefits Plan in states that are approved by Careington. Seller shall bear all costs related to the marketing and sale of the Benefits Plan. The Benefits Plan shall not be combined with, offered for sale with, or incorporated into any other product or service without Careington’s prior written approval.

(b) Seller shall comply with all applicable laws, rules and regulations in connection with the performance of obligations on the part of Seller as contemplated hereunder.

(c) If Seller utilizes inbound or outbound telemarketing to solicit prospective members or enroll Members, Seller shall digitally record each phone call in its entirety. Seller shall provide Careington a copy of any phone recordings within three (3) days from request. Seller shall not contract with another entity to conduct telemarketing without Careington’s prior written approval. Seller is solely responsible for compliance with any federal or state telemarketing laws.

**2. Materials.** Any costs for the production and distribution of any materials describing or referring to the Benefits Plan shall be the responsibility of Seller. Seller shall submit to Careington any marketing or membership materials, including but not limited to printed materials, telephone scripts, and electronic media, that will be used to solicit or will be provided to Members or prospective members, which refer to or describe (i) the Benefits Plan, (ii) any Benefit Provider, (iii) any service administered by Careington, or (iv) any benefits to be provided

in conjunction with the Benefits Plan. Seller shall secure Careington's express written approval of all marketing or membership materials prior to using them to market or describe the Benefits Plan alone or in conjunction with other benefits. If Seller intends to use marketing or membership materials in a language other than English, Seller shall provide Careington with a certified translation of such materials. Careington shall have fifteen (15) business days to review, edit or approve such materials.

**3. Careington Administrative Services.** Careington shall perform all enrollment of Members and all billing, whether through preauthorized checking account withdrawals, credit card or other means. Careington shall maintain and update a list of current Members showing such Members' names, telephone numbers and mailing addresses. Careington shall provide Members identification cards identifying that such Member is a participant in the Benefits Plan in addition to pertinent telephone numbers for access to customer service and other benefits provided under the Benefits Plan. Careington shall maintain toll-free telephone lines for use by Members for inquiries regarding the benefits associated with the Benefits Plan.

**4. Commission.** For each active individual Member referred by Seller on whose behalf Careington receives and does not refund payment for the Benefits Plan, Careington agrees to pay Seller the commission set forth on Schedule 1 of the Agreement. Careington shall pay Seller all amounts due on a monthly basis within sixty (60) days following the end of each month.

**5. Confidentiality.**

(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, 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 shall receive Confidential Information in confidence, shall use it solely for the purpose of and as necessary to fulfill its obligations under this Agreement and shall not reveal it to any third party, other than a corporate affiliate, without the express written consent of the other party. Each party shall take appropriate measures to prevent its agents, employees and officers and directors from using or disclosing any Confidential Information, except as is expressly permitted under this Agreement. All documents supplied to one party (the "Disclosing Party") to the other (the "Recipient"), including all copies or reproductions thereof, shall be returned to the Disclosing Party at the Disclosing Party's request.

(c) In the event that the Recipient or anyone to whom the Recipient transmits the Confidential Information becomes legally compelled to disclose the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice thereof so that the

Disclosing Party may seek a protective order or other appropriate remedy. The Recipient shall cooperate with the Disclosing Party in its efforts to obtain such remedies. In the event that the Recipient is legally obligated to disclose any Confidential Information, the Recipient shall furnish only the portion of the Confidential Information that is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information.

(d) The provisions of this Section shall survive termination of this Agreement.

**6. Non-Solicitation; Non-Circumvention.**

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

(b) During the term of this Agreement, Seller shall not knowingly solicit or sell the Benefits Plan to any member of another Careington benefits plan.

(c) During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, neither Seller nor any of its Marketing Representatives shall, either directly or indirectly attempt in any manner to commercially circumvent, avoid, bypass, 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 Seller or the Marketing Representative included Careington in the transaction.

(d) During the term of this Agreement, Seller shall not 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.

(e) The provisions of this Section shall survive termination of this Agreement.

**7. Independent Relationship.** No provision of this Agreement creates any relationship between Seller and Careington other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The parties hereto are not and shall not be deemed for any purpose to be agents, joint venturers or partners. Neither party is authorized to act as agent for the other, to take any action or make any representation in the name of the other, or to represent that it has the power or authority to do so. Neither of the parties nor any of their respective officers, directors, or employees shall hold themselves out as the employee, partner, officer, director or agent of the other party and shall not be deemed or construed to be an employee, partner, officer, director or agent of the other party.

**8. Regulatory Requirements.** Seller shall identify and comply with, at its own expense, all laws, rules, regulations, policies and orders applicable to marketing the Benefits Plan including, without limitation, any applicable registration or licensing requirements. Seller shall immediately notify Careington in writing if any license or registration held by Seller is suspended, revoked or otherwise restricted, or if any license or registration application submitted by Seller is

denied. Upon request by Careington, Seller shall provide Careington with evidence of any applicable license or registration.

**9. Term.** This Agreement shall be effective as of the day and year first written above and shall continue for an initial term of two (2) years (the “Initial Term”), unless sooner terminated pursuant to the terms stated below. Upon the expiration of the Initial Term, this Agreement shall automatically renew for subsequent periods of one (1) year each, unless a written notice to the contrary is provided by Seller at least ninety (90) days prior to the expiration of the then existing term. Careington may terminate this Agreement without cause upon not less than thirty (30) days prior written notice to Seller.

**10. Advertising Reference; Tradenames.** No advertising, promotional, or other materials using the name, address, telephone number, description, facilities and/or services of Careington shall be released without Careington’s prior written consent. Neither party hereto obtains by virtue of this Agreement any rights in nor shall it use any trademark, service mark, logo, or other proprietary designation or intellectual property of any type in which the other party or any of its affiliates has an ownership or licensee interest.

**11. Indemnity.**

(a) Each party shall and does hereby indemnify and hold harmless the other party and its affiliates and each of their officers, directors, employees, agents, and representatives, from and against any and all claims and demands of every kind and nature asserted by a third party, whether groundless or otherwise, including, but not limited to, any and all actions, causes of action, suits, judgments, controversies, losses, damages, costs, liens, charges, court costs, reasonable attorney’s fees, payments, penalties, liabilities and expenses, occasioned by, resulting from, arising out of, related to, or in connection with any act or omission of the indemnifying party, its employees, officers, directors, agents or representatives, or any of them, in performance of this agreement, including, but not limited to, failure of the indemnifying party to comply with the terms of this Agreement. Neither party will settle an indemnified claim without the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed.

(b) The provisions of this Section shall survive termination of this Agreement.

**12. Insurance.** Seller shall maintain and provide proof, upon request, of such insurance policies or program of self-insurance as are reasonable to insure itself and Careington from any and all claims resulting from any action taken or failure to act by the insured party or its employees or agents pursuant to this Agreement. Seller shall provide Careington with a copy of its insurance certificates by the effective date of this Agreement, and shall notify Careington immediately if any such policies lapse or are terminated or if any coverage amount is reduced.

**13. Limitation on Damages.** Neither party nor any of its affiliates shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits, arising out of or related to this Agreement, its performance hereunder or its breach of a covenant or representation made hereunder, even if it is advised of the possibility of any such damages.

**14. Notices.** Any notice to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered upon personal delivery against written receipt or when mailed by certified mail with return receipt requested and postage prepaid to the receiving party at such party's address set forth on the signature page of this Agreement, which address for notice may be changed by either party by written notice under this Agreement.

**15. Amendments.** Except as otherwise provided in this Agreement, no amendment shall become effective unless and until it is reduced to writing and signed by Careington and Seller.

**16. No Third Party Beneficiaries.** This Agreement is entered into by and between Careington and Seller and for their sole benefit. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any Member or other party that may be affected by the operation of this Agreement.

**17. Nonassignability.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided however, that no such consent shall be required in the event of an assignment to a parent, subsidiary or affiliate of Careington. Subject to the foregoing, the provisions of this Agreement shall be binding upon the parties to this Agreement and their respective successors and assigns. Any attempted assignment in violation of this Section shall be of no force or effect.

**18. Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Texas.

**19. Severance of Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part hereof and the remaining provisions shall remain in force and effect, unaffected by such severance.

**20. Waiver.** The waiver by either Careington or Seller of any breach of any provision, warranty, or representation set forth in this Agreement shall not be construed as a waiver of any subsequent breach. Further, failure to exercise any right hereunder shall not operate as a waiver of such right and all rights and remedies provided for herein are cumulative.

**21. Counterparts.** This Agreement may be executed in separate identical counterparts, each of which when taken together shall constitute one and the same instrument.

**SCHEDULE 1**

**Commission, Benefits Plan, and Retail Fees**

PLAN CODE	PROCESSING FEES	MEMBERSHIP FEES	
		FIRST YEAR COMMISSION	RENEWAL COMMISSION
ALL CODES	50%	25%	25%

**Note: Commission applies to periodic membership fees and processing fees.**

Plan	Products	Member Only	Member+1	Member + Family	Processing Fee
A	Dental, Teledentistry	\$8.95/month or \$89/Year	\$13.95/month or \$139/Year	\$16.95/month or \$169/Year	\$20
B	Dental, Vision, Teledentistry, Lasik	\$9.95/month or \$99/Year	\$14.95/month or \$149/Year	\$17.95/month or \$179/Year	\$20
C	Dental, Vision, Medical Information, Lasik, Telemedicine, RX, Chiropractic & Alternative Medicine, Teledentistry	\$14.95/month or \$149/Year	\$19.95/month or \$199/Year	\$24.95/month or \$249/Year	\$20
D	Telemedicine, Medical Information, RX, Health Advocacy, Nurse Line, Teledentistry	\$19.95/month or \$199.00/Year	\$24.95/month or \$249.00/Year	\$29.95/month or \$299.00/Year	\$20
E	Dental, Vision, Medical Information, Lasik, Telemedicine, RX, Diabetic Care Supplies, Labs, Chiropractic & Alternative Medicine, Nurse Line, Hearing, Shopping Network, Teledentistry	\$29.95/month or \$269/Year	\$29.95/month or \$269/Year	\$29.95/month or \$269/Year	\$20

**Seller may offer lower retail prices based on group size. Contact Agent Services for group pricing.**

**Vendors associated with each product may change without notice to Seller. Consult your agent website for product details.**