

AMERICAN DENTAL CARE PARTNERS INC.
AGENT SERVICES AND SALES AGREEMENT
For Individuals or Group Businesses with 5 or more employees

This agreement is entered on (Date) _____ by and between American Dental Care Partners Inc. (Hereinafter referred to as "ADC) and _____ of _____, _____ (hereinafter referred to as "Contractor"), whose address is _____

1. RECITALS

- A. ADC is engaged in the business of providing its clients with consumer information regarding companies, professionals, and individuals willing to offer goods and Services at discounts (the "ADC Marketing Service").
 - B. It is clearly understood by both ADC and Contractor that ADC does not market a prepaid dental plan.
- Therefore, in consideration of the mutual covenants contained in this agreement and the Contractor, hereby agrees as follows:

2. TERM

This Agreement may be terminated by the Contractor at any time for any reason with or without cause by giving ADC 10 day written notice. This Agreement may be terminated by ADC on the event of fraud, misrepresentation or noncompliance with the terms of this Agreement by the contractor. ADC can also terminate this Agreement for any reason with or without cause by giving Contractor 10 days written notice.

3. SERVICES

- A. ADC hereby appoints Contractor as an Independent Contractor to sell the ADC Marketing Service subject to the terms, conditions, and covenants set forth in this Agreement.
- B. Contractor hereby accepts such appointment and agrees to comply with the terms and to perform all conditions in this Agreement.
- C. All monies received by the Contractor from sales shall be held in trust for the benefit to ADC and forwarded as soon as possible (and in any event within 10 days) along with client's Agreement form to ADC. Contractor shall not make any settlement on any account unless authorized by ADC in writing.
- D. It is expressly understood that Contractor will create no advertising for ADC without the express written approval of ADC. Contractor shall not use ADC's name on any stationery or documents without the prior written consent of ADC.
- E. It is expressly agreed and understood by ADC and Contractor that Contractor is an Independent Contractor as that term is understood under the law, and as such, Contractor specifically controls the details of Contractor's work, including, but not limited to work hours, time and amount of effort applied, and which individuals Contractor contacts relative to creating sales. Further, Contractor will supply his or her own transportation and bear all costs of performing pursuant to this Agreement. Further, so long as it does not conflict with the Restrictive Covenants section of this Agreement. Contractor may be employed, if Contractor so desires, in any business or profession. Additionally, ADC does not provide Contractor with Workmen's Compensation, nor liability insurance, nor does ADC withhold any taxes or any fees paid to contractor.
- F. Contractor agrees to make no false statements concerning ADC services, and Contractor agrees to conduct himself or herself in a professional manner.
- G. ADC reserves the right to reject any sale for whatever reason it may deem appropriate without obligation to Contractor for commission. ADC has sole authority to change any terms or conditions of the ADC Marketing Service.

4. COMMISSIONS

- A. For services rendered under this agreement, ADC will pay Contractor in a timely fashion a commission of 80% OF THE ENROLLMENT FEE COLLECTED; 20% OF THE RESIDUAL FEE COLLECTED, PROVIDED THAT TOTAL COMMISSION DUE EQUALS OR EXCEEDS \$25.00 IN THAT MONTH. Any Contractors who have not sold at least 1 plan per quarter year will forfeit and cease to receive any commissions. New business does not include renewals or additions to existing groups. Contractors will not receive any commissions related to the renewal of annual/semi-annual memberships unless the agent is directly involved in the effort to renew the client.

5. RESTRICTIVE COVENANT

Contractor agrees as follows:

During the term of this Agreement, and for three (3) years after the termination of this Agreement, Contractor shall not within Harris County, nor in any counties immediately adjacent to Harris County, Texas, whether directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity engage in, participate in, or aid, assist, or encourage any other person or entity to engage in or participate in any business that is in competition with the business of ADC. This paragraph does not prohibit Contractor from selling any insurance or HMO product, including a dental HMO. This covenant on the part of Contractor shall be construed as an agreement independent of any other provision of this Agreement; and the existence of any claim or cause of action of Contractor against ADC, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Contractor of this covenant.

6. ASSIGNMENT

Except for the assignment of commissions, neither this Agreement nor any duties or obligations here-under shall be assignable by the Contractor without the prior written consent of ADC. In the event of any assignment by the Contractor to which ADC has consented, the assignee or his legal representative shall agree in writing with ADC to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

CONTRACTOR

(print name)

(signature)

(business address)

(city) (state) (zip)

(business phone) (cell phone)

(e-mail address)

(social security #)

(date)

AMERICAN DENTAL CARE

Mike Mazzini, President / CEO