

REPRESENTATIVE APPLICATION AND AGREEMENT

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AMERIPLAN CORPORATION, PLANO, TEXAS (hereinafter referred to as "AmeriPlan") AND THE PERSON SIGNING THIS AGREEMENT (hereinafter referred to as "Representative" or "Enrolling Representative" or "Group Representative" or "Association Representative" or "Non-Profit Representative" and collectively "Representative") AGREE AS FOLLOWS:

- I. AmeriPlan hereby appoints the Representative and the Representative accepts such appointment under the terms, conditions and covenants stated in this Agreement:
 - (A) To solicit and procure applications for members in its Dental Benefits Program ("DBP"), as well as its AmeriPlan Health Benefits Program ("AHBP"). However, the Representative shall not have any exclusive rights therein.
 - (B) Nothing herein contained in this Agreement shall be construed to create the relationship of employer and employee between AmeriPlan and the Representative. It is the intent of the parties hereto that the Representative is not an employee of AmeriPlan for any purpose but is an Independent contractor for all purposes. Representative reserves the right to exercise independent judgment as to time, place and manner of performance under this Agreement. Accordingly, the Representative will not be treated as an employee of AmeriPlan for Federal or State tax purposes, or for purposes of workers' compensation or unemployment insurance. The Representative is responsible for payment of all State, Federal Foreign or local taxes including income tax, withholding tax, social security tax or pension contributions, on funds distributed to Representative from AmeriPlan.
 - (C) To collect on behalf of AmeriPlan such membership dues and other monies as the Representative may be authorized by AmeriPlan to collect and to conserve the best interest of AmeriPlan in every way.
- II. The Representative shall endeavor to promote the interest of AmeriPlan as contemplated by this agreement, and shall so conduct itself as not to affect adversely the business, good standing, or reputation of itself or of AmeriPlan.
- III. The Representative shall be wholly responsible to AmeriPlan for all monies collected by the Representative.
- IV. The Representative shall pay and be responsible for the full payment of all Representative expenses, including the cost of all material and equipment required to accomplish the result contemplated by this Agreement.
- V. The Representative agrees that it will abide by all of the laws, rules, and regulations of any Federal, State, City Government, Department or Bureau having jurisdiction over it, and failure to comply with any said laws, rules, or regulations shall constitute a violation and breach of this Agreement.
- VI. The Representative shall have no authority hereunder to bind AmeriPlan by any promise or agreement or to incur any debts or liability whatsoever in the name of AmeriPlan or on its account.
- VII. The Representative shall have no power to make or alter the provisions of the referral plan issued by AmeriPlan or waive any of the provisions or the conditions thereof.
- VIII. The Representative shall have no power or authority other than as specified in this Agreement unless specifically granted by AmeriPlan in writing.
- IX. The Representative shall forward, according to AmeriPlan's written instructions, membership dues and other receipts, vouchers, drafts, monies and valuable papers received by the Representative from or for AmeriPlan or its representatives, and to remit immediately said monies to AmeriPlan. All collections made by the Representative shall be held by the Representative in trust for AmeriPlan and shall be remitted to AmeriPlan as provided above.
- X. The Representative agrees that all books of account, documents, vouchers, letters, and other property and papers connected with the business transacted under this Agreement shall be open to inspection at all times by AmeriPlan's officers or its representatives.
- XI. The Representative shall not insert or post any advertising material respecting AmeriPlan in any publication or on any property whatsoever, without the prior written authorization of AmeriPlan, nor shall it issue any circulars, letters, posters, signs or establish any Internet sites or other electronic advertising without first obtaining the written consent of AmeriPlan.
- XII. AmeriPlan agrees to pay during the continuance of this Agreement, and the Representative agrees to accept as full compensation for all the services to be rendered by representatives, servants, and any employees of the Representative, compensation based upon business secured by and through the Representative payable on the membership dues as they are paid by the express terms of the referral plan, computed on the following basis: (i) if the Representative is an Enrolling Representative, 20% of paid DBP membership dues and 14% of paid AHBP membership dues; or (ii) if the Representative is a Group Representative, 20% of paid DBP membership dues and 14% of paid AHBP membership dues; or (iii) if the Representative is an Association Representative, 20% of paid DBP membership dues and 14% of paid AHBP membership dues; or (iv) if the Representative is a Non-Profit Representative, 20% of paid DBP membership dues and 14% of paid AHBP membership dues.
- XIII. The Representative's sole compensation from AmeriPlan are the monies earned by it in accordance with this Agreement at the rates set forth in this Agreement to the cash received by AmeriPlan for the membership dues procured by the Representative and actually issued by AmeriPlan. AmeriPlan shall not compensate or reimburse the Representative for any expenses it may incur.
- XIV. Compensation shall be payable hereunder only in accordance with and subject to the rules and regulations of AmeriPlan now or hereafter in force.
- XV. It is agreed that if any referral plan written under this Agreement shall cease to be in force on membership dues paying basis for a period of ninety (90) days and should subsequently be reinstated, no further compensation will be payable on such referral plan unless therein statement is procured through the Representative, anything herein to the contrary notwithstanding.
- XVI. The Representative shall, under no circumstances whatsoever, pay or allow any rebate of membership dues in any manner whatsoever, directly or indirectly, and in case the Representative violates any of the provisions of this section, then this Agreement shall thereupon cease and terminate.
- XVII. Should AmeriPlan return the membership dues on a plan for any reason, the Representative shall repay to AmeriPlan monies received or credited for the amount of such membership dues so returned.
- XVIII. Any assignment to or of this agreement or of any of the benefits to accrue hereafter, in whole or in part, without the prior written consent of AmeriPlan, shall be void and of no effect, whatsoever, and shall vest no rights in the assignee. This limitation includes absolute assignments and assignments as collateral security.
- XIX. No forbearance or neglect on the part of AmeriPlan to enforce any or all of the provisions of this Agreement shall be construed as a waiver or estoppel of any rights or privileges of AmeriPlan.
- XX. This Agreement may be terminated:
 - (A) Forthwith, if the Representative violates any of the terms or provisions of any other covenants herein provided for;
 - (B) By either party with or without cause upon thirty (30) days notice in writing to the other;
 - (C) By the death or total disability of the Representative;
 - (D) By the withdrawal of AmeriPlan from the territory in which the Representative is operating.
- XXI. Should the Representative at any time endeavor to induce any Representative of AmeriPlan to leave its service or its members to relinquish their memberships, its right to the payment of continued compensation under this and all other Agreements with AmeriPlan shall immediately terminate. If Agreement is terminated for reasons other than those outlined above or lack of production, payment of compensation will be continuous for 90 days after termination of contract.
- XXII. Representative hereby agrees to indemnify and hold harmless AmeriPlan, AmeriPlan's agents, servants, employees and representatives, from any and all claims, debts, liabilities, suits or proceedings, of any nature whatsoever, that currently exist, or which predate this Agreement, or which may arise subsequent to the date of this Agreement, arising out of any breach of this Agreement or intentional act or negligence Representative may commit with regards to his representation of any attempts to sell the Plan. This indemnification obligation is not limited in any manner whatsoever and all expenses, including legal fees, incurred by AmeriPlan, AmeriPlan's agents, servants, employees and representatives, in order to give full effect to this indemnification provision shall be accessible and payable by Representative, on demand without setoff.
- XXIII. This Agreement supersedes and cancels any and all agreements, contracts, and stipulations, written or oral, previously in force between the Representative and AmeriPlan. No modifications of this Agreement nor waiver of its provisions shall be valid, unless it is in writing and signed by an AmeriPlan authorized officer.
- XXIV. AmeriPlan reserves the right to institute, alter, or modify prices, literature, Policies and Procedures, or the Compensation Plan at its sole discretion.
- XXV. Representative shall be directly responsible to AmeriPlan USA Corporation. All promotional ideas or materials, written or otherwise, must be approved by AmeriPlan USA Corporation. Representative hereby agrees that if AmeriPlan receives "Letter of Record" signed by a prospective customer naming another Representative, AmeriPlan must honor "Letter of Record."
- XXVI. This Agreement, when executed by an enrolling Broker of AmeriPlan, shall become effective immediately and shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Plano, Collin County, Texas. Representative hereby irrevocably submits to the nonexclusive jurisdiction of the State or Federal Courts of Collin County, Texas. Representative hereby irrevocably agrees that service of process may be made upon Representative in any legal proceeding relating to or arising out of this Agreement by any means allowed by Texas or federal law. Venue for any legal proceeding regarding this Agreement shall be Collin County, Texas. Representative hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision.
- XXVII. Representative covenants and agrees to comply with the standards, rules, regulations and policies as set forth in the AmeriPlan Corporation Broker Policies and Procedures Manual which may be hereinafter amended, modified or revised in the sole discretion of AmeriPlan, which is incorporated into this Agreement by reference as if fully set forth herein, and Representative further covenants and agrees to obtain and comply with any and all such amendments, modifications or revisions of the Broker Manual which may be hereinafter made by AmeriPlan.
- XXVIII. Representative grants to AmeriPlan Corporation, its agents, and others working for it on its behalf and their respective licensees, successors, and assigns the absolute right and permission to use, publish, broadcast, and copyright Representative's voice recording, name, testimonial, picture, and likeness, or any material based upon or derived therefrom, or to refrain from doing so, in any manner or media whatsoever for purpose of advertising or trade in promoting and publicizing AmeriPlan. Representative agrees that Representative shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, alteration, distortion, or illusionary effect, or use in any composite form.