



MANAGING GENERAL REPRESENTATIVE AGREEMENT

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AMERIPLAN® CORPORATION, PLANO, TEXAS (hereinafter referred to as (the “Company”) **AND THE PERSON SIGNING THIS AGREEMENT** (hereinafter referred to as “Managing General Representative” or “MGR”) **AGREE AS FOLLOWS:**

1. Definitions. (A) Managing General Representative shall mean any person, firm or corporation who has supervisory responsibility for local agency and field operations of a licensed insurance company or who is authorized to accept insurance policies sold by other agents and holds any applicable general agents license in its State of operations. (B) Company shall mean AmeriPlan® Corporation a Discount Medical Plan Organization. (C) AmeriPlan Dental Plus™ shall mean the discount dental, vision, prescription and chiropractic plan. (D) AmeriPlan Health® shall mean the discount physician, ancillary care, dental, vision, prescription and chiropractic plan. (E) Discount Medical Plans or DMP shall mean collectively the AmeriPlan Dental Plus™ and AmeriPlan Health® discount plans.

2. Appointment and Acceptance. Company hereby appoints the MGR to market and obtain applications for membership in the Company’s Discount Medical Plans and the MGR accepts such appointment under the terms, conditions and covenants stated in this Agreement.

3. Nonexclusive. The MGR shall not have any exclusive marketing rights to the Company’s Discount Medical Plans.

4. Independent Contractor. This Agreement is not intended to and shall not create the relationship of employer and employee or principal and agent between the Company and the MGR. It is the sole intent of the parties that the MGR is an independent contractor for all purposes and in all situations and who specifically reserves the right to exercise independent judgment as to time, place and manner of performance under this Agreement. The MGR agrees to assume all responsibility with respect to the payment of all income, social security, workers’ compensation, and any other taxes. The MGR shall pay and be responsible for the full payment of all MGR expenses it incurs in connection with its appointment under this Agreement. The MGR shall have no authority to bind the Company by any promise or agreement or to incur any debts or liability whatever in the name of the Company or on its account. The MGR shall have no power or authority other than as stated in this Agreement unless specifically granted by the Company in writing. The MGR shall have no power to make or alter or waive any of the terms or the conditions of the Company’s DMP.

5. Membership Fees. MGR shall collect on behalf of the Company such membership fees and other monies as the MGR may be authorized by the Company from time to time to collect and to remit such funds to the Company on a timely basis as determined by the Company in its sole discretion.

6. Company Property. The MGR agrees that all items provided by The Company, including but not limited to sales brochures, applications for membership, member records and Internet web sites, shall be and remain the property of the Company. In the event of notice of termination of this Agreement, all such items shall be returned to the Company.

7. Marketing and Advertising. (A) The MGR shall advertise and market the DMP using only Company approved advertising material. (B) MGR shall not insert or post any advertising material respecting DMP in any publication or on any property whatsoever, without the prior written authorization of the Company, 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 the Company. MGR shall be directly responsible to the Company for the actions of its agents. (C) All promotional ideas or materials, written or otherwise, must be approved by the Company in writing. (D) The Company will provide, at no cost to MGR, approved Internet web sites to submit electronic applications for DMP membership which may be accessed by the MGR, its agents or prospective members.

8. Compensation. The Company agrees to pay during the term of this Agreement, and the MGR agrees to accept as full compensation for all the services to be rendered by MGR and its employees and/or agents, commissions based upon membership business written by and through the MGR, payable on the membership fees as and when such are paid by members under the express terms of the DMP membership. The amount of commission and terms of payment are set forth on Exhibit "A" to this Agreement which is incorporated by reference.

9. Member Termination. It is agreed that if any DMP 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 DMP plan unless the reinstatement is obtained by the MGR.

10. No Rebate. The MGR shall, under no circumstances whatsoever, pay or allow any rebate of membership fees in any manner whatsoever, directly or indirectly, and in case the MGR violates any of the provisions of this section, then this Agreement shall thereupon cease and terminate.

11. Member Cancellation. Should the Company refund the membership fees on a DMP for any reason, the MGR shall repay to the Company monies received or credited for the amount of such membership dues refunded.

12. No Assignment. 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 the Company, 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.

13. No Waiver or Estoppel. No forbearance or neglect on the part of the Company 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 the Company.

14. Termination. This Agreement may be terminated:

- (A) Forthwith, if the MGR violates any of the terms or provision or covenants;
- (B) By either party with or without cause upon thirty (30) days notice in writing to the other;
- (C) By the death or bankruptcy of the MGR;
- (D) By the withdrawal of the Company from the territory in which the MGR is marketing the DMP or
- (E) MGR's lack of production.

15. Indemnification. MGR hereby agrees to indemnify and hold harmless the Company, The Company's officers, directors, agents, servants and employees from any and all claims, debts, liabilities, suits or proceedings, of any nature, which may arise subsequent to the date of this Agreement, arising out of any breach of this Agreement or intentional act or negligence MGR may commit with regards to marketing the DMP. This indemnification obligation is not limited in any manner whatsoever and all expenses, including legal fees, incurred by the Company, the Company's officers, director, agents, servants, employees in order to give full effect to this indemnification provision shall be payable by the MGR, on demand without setoff.

16. Prior Agreements and No Modification. This agreement supersedes and cancels any and all agreements, contracts, and stipulations, written or oral, previously in force between the MGR and the Company. No modifications of this Agreement or waiver of its provisions shall be valid, unless it is in writing and signed by an authorized officer of the Company.

17. Reservation of Right. The Company reserves the right to change and/or modify the DMP to meet changing market conditions or regulatory requirements at its sole discretion.

18. Letter of Record. MGR agrees that in the event the Company receives a "Letter of Record" signed by a prospective customer naming another MGR, the Company must honor the "Letter of Record".

19. Effective Date. This Agreement, when signed by an authorized representative of the Company, shall become effective immediately.

20. Governing Law. This Agreement 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. MGR hereby irrevocably submits to the nonexclusive jurisdiction of the State Courts of Collin County, Texas, and the Federal District Court for the Eastern District of Texas. MGR hereby irrevocably agrees that service of process may be made upon MGR 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. MGR hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision.

21. Compliance with Laws. The MGR 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.

This Agreement is made and executed effective the ____ day of _____, 200__.

AGENCY: _____

MGR: _____

COMPANY:
AmeriPlan® Corporation

Dennis Bloom, CEO

Print Name

Address

City State ZIP

Day Time Telephone Number

Email Address

Tax ID Number

For office use only: IBO Name: _____ IBO#: _____

Note: Please attach a copy of the top sheet and signature page of an existing Managing General Agent (MGA) or General Agent (GA) contract that this agency has with a recognized insurance company.

EXHIBIT "A" TO MANAGING GENERAL REPRESENTATIVE AGREEMENT

The MGR's sole compensation from the Company shall be a commission based on the monies actually received by the Company for DMP memberships obtained by the MGR and accepted by the Company.

For AmeriPlan® Discount Programs monthly, quarterly or annual membership fees the commission rate shall be 30% of such fees and MGR designates the following manner and means for payment of earned commissions:

Check what you desire the Company to do with the commission payable:

- Pay MGR directly 30% commission.
- Pay MGR directly 10% and pay directly 20% to MGR's agents.*
- Pay MGR directly ____% and pay directly _____% to MGR's agents.*

*[If you select this payment option you must provide the name, address and federal tax ID number for your designated agents.]

Note: If you do not wish AmeriPlan® to send materials to or communicate directly with your designated agents, please initial here _____

AmeriPlan®
Managing General Representative Agreement
Attachment 1 – Agents (Minimum of 5)

Agency: _____

Name: _____ License #: _____

Address: _____ SSN or Fed. ID #: _____

City: _____ State : _____ Zip Code: _____

Phone: (____) _____ Email: _____

Name: _____ License #: _____

Address: _____ SSN or Fed. ID #: _____

City: _____ State : _____ Zip Code: _____

Phone: (____) _____ Email: _____

Name: _____ License #: _____

Address: _____ SSN or Fed. ID #: _____

City: _____ State : _____ Zip Code: _____

Phone: (____) _____ Email: _____

Name: _____ License #: _____

Address: _____ SSN or Fed. ID #: _____

City: _____ State : _____ Zip Code: _____

Phone: (____) _____ Email: _____

Name: _____ License #: _____

Address: _____ SSN or Fed. ID #: _____

City: _____ State : _____ Zip Code: _____

Phone: (____) _____ Email: _____

Name: _____ License #: _____

Address: _____ SSN or Fed. ID #: _____

City: _____ State : _____ Zip Code: _____

Phone: (____) _____ Email: _____