

DentalSource Dental Plan, Inc.

**10800 Menaul NE
Albuquerque, NM 87112**

**SALES REPRESENTATIVE
Service Agreement for New Mexico**

This agreement is made and entered into this _____ day of _____, 20__ by and between DENTALSOURCE DENTAL PLAN, INC. AND _____ (SALES REPRESENTATIVE.)

I. FACTS:

DENTALSOURCE IS A REFERRAL DENTAL PLAN composed of dues-paying members. It is not insurance.

REPRESENTATIVE is desirous of furnishing its services to solicit additional Members through a Sales Representative Service Agreement with DENTALSOURCE DENTAL PLAN, INC. in New Mexico.

II. THE AGREEMENT:

IN CONSIDERATION OF THE FACTS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SOLICITATON:

Representative shall solicit the said territory for the purpose of procuring applications by distributing DENTALSOURCE literature that may be offered to individuals, families or groups. Applications shall be submitted to DENTALSOURCE promptly.

- a. REPRESENTATIVE must follow all rules and regulations as may be applicable regarding such solicitations as provided by the State of New Mexico.
- b. All materials furnished to REPRESENTATIVE shall remain the property of DENTALSOURCE and shall be used for no other purposes than the solicitation of new memberships.
- c. REPRESENTATIVE has no authority and agrees not to represent DENTALSOURCE by any promise or agreement, other than those specified in the plans prepared by DENTALSOURCE; incur any debt, expense, or liability whatsoever in the name of DENTALSOURCE; or waive any provisions of plans supplied without prior written approval by DENTALSOURCE.
- d. DENTALSOURCE recognizes REPRESENTATIVE as an independent contractor, and it is mutually agreed by the parties hereto that no

employer/employee relationship of any nature whatsoever exists by and between parties hereto.

- e. All monies collected by REPRESENTATIVE for DENTALSOURCE DENTAL PLAN Membership fees shall be in the form of:
1. Checks, money orders, or other negotiable instruments and shall be made payable to DENTALSOURCE DENTAL PLAN, INC. Monies collected must be mailed to DENTALSOURCE'S address as shown on the Membership Application Form within 36 hours of being received by REPRESENTATIVE.
 2. Cash payments shall not be accepted.
 3. REPRESENTATIVE has no authority to waive any forfeiture, or to extend the time of paying any enrollment.
- f. REPRESENTATIVE may not issue, circulate or alter any advertising or literature unless the same shall have been first submitted in proof to DENTALSOURCE for approval; nor substitute other forms, which may be sent to the REPRESENTATIVE by DENTALSOURCE DENTAL PLAN, INC.
- g. DENTALSOURCE, at its discretion, will supply REPRESENTATIVE with updated materials.

2. PARTICIPATING DENTISTS/PANEL:

REPRESENTATIVE or COMPANY OF RECORD will not contract panel Dentists without approval in writing from DENTALSOURCE, or panel participants – Optical, Pharmaceutical, Chiropractic, etc.

3. COMPENSATION:

REPRESENTATIVE'S name/number must be on subscriber enrollment in order for representative to receive compensation. There are NO exceptions. REPRESENTATIVE shall be paid as a sales fee, by DENTALSOURCE in the following manner:

- a. Annual Payment/Monthly Bank Draft – Sandia Plan. Fifteen percent (15%) of the Membership Fee (less a Five (\$5) dollar administration fee.)
- b. Monthly List Bill – Sandia Plan. Fifteen percent (15%) of the monthly membership fees shall be paid to representative. (The monthly ten-dollar (\$10) administrative fee is not included in commission).
- c. Annual Payment/Monthly Bank Draft- Presbyterian Individual Care Sandia Dental Plan. Eight Percent (8%) of the Membership Fee (less a Five (\$5) dollar administration fee.)
- d. Annual Payment- Benefitsource Direct Plan. Eight Percent (8%) of the Membership Fee (less a Five (\$5) dollar administration fee.)

- e. Commissions earned by REPRESENTATIVE will be reported to Federal and State Tax authorities by form 1099. Therefore, REPRESENTATIVE is solely liable and responsible for payment of all taxes and any other requirements by Federal and State Laws.
- f. DENTALSOURCE shall pay to REPRESENTATIVE earned fees on collected fees.

4. ADDENDUM:

May be from time to time made to this Agreement by either DENTALSOURCE and/or REPRESENTATIVE by written consent of both parties.

5. TERMS OF AGREEMENT:

- a. This Agreement may be terminated by DENTALSOURCE upon Ten (10) days written notice to REPRESENTATIVE without cause and or any reason whatsoever. This agreement may be terminated by the REPRESENTATIVE without cause and for any reason whatsoever upon Ten (10) days written notice to DENTALSOURCE. In the event of a termination of the agreement for any reason, DENTALSOURCE shall have the right to immediate possession of all materials and supplies furnished by DENTALSOURCE to REPRESENTATIVE. All rights to service fees that might otherwise have accrued herewith contract shall cease.
- b. The following acts or omissions by REPRESENTATIVE are hereby agreed to as sufficient cause for termination of this written agreement: (a) fraud, (b) embezzlement, (c) willful violation of any of the laws of the state of New Mexico or any regulations of any governmental agency having supervisory powers, (d) willful violation of any of the provisions within Agreement, and (e) any other acts or omissions on the part of the REPRESENTATIVE which reflects unfavorably upon the reputation of DENTALSOURCE.

6. ENTIRE AGREEMENT:

- a. The within Agreement is not transferable. Any assignment, transfer or sale of the within Agreement without the prior approval thereof by DENTALSOURCE shall be considered null and void and of no effect whatsoever.
- b. The within Agreement is deemed to have been executed in the State of New Mexico, and any disputes arising hereunder shall be settled and determined in accordance with the laws of the State of New Mexico.

