

AMENDMENT TO DELTA DENTAL OF NORTH CAROLINA AGENCY/AGENT AGREEMENT FOR VISION

THIS AMENDMENT to Delta Dental of North Carolina Agency/Agent Agreement For Vision (“Amendment”) is entered into as of _____, 20____ (the “Amendment Effective Date”) and amends the Delta Dental of North Carolina Agency/Agent Agreement between Delta Dental of North Carolina (“Delta Dental”), and _____ (“Agency” or “Agent”, as applicable), and is subject to the terms, conditions, and provisions set forth herein.

WHEREAS, Agency/Agent and Delta Dental are parties to the Delta Dental of North Carolina Agency/Agent Agreement dated _____ (the “Agreement”);

WHEREAS, the Agreement appoints Agency/Agent as a nonexclusive agent for Delta Dental and permits Agency/Agent to solicit applications, enroll, and service clients for Delta Dental dental Products;

WHEREAS, Agency/Agent and Delta Dental desire to amend the Agreement to also appoint Agency/Agent as a nonexclusive agent for Delta Dental and permit Agency/Agent to solicit applications, enroll, and service clients for Delta Dental vision products;

NOW THEREFORE, Agency/Agent and Delta Dental agree to amend the Agreement as follows:

1. Agency/Agent is hereby appointed as a nonexclusive agent for Delta Dental and Agency/Agent is permitted to solicit applications, enroll, and service clients for Delta Dental vision products in accordance with the same terms and conditions of the Agreement set forth for the dental Products, except as otherwise stated herein.
2. Agency/Agent shall be compensated for each vision product sold in accordance with the commission or fees schedule set forth in Exhibit D – Product Sales Commission Fee Schedule for Vision Products, attached hereto.
3. Sales of vision products are not eligible for any bonus programs offered by Delta Dental, and sales of vision products are expressly excluded from any bonus program calculations and/or any other commissions or fees which are not expressly set forth on Exhibit D.
4. Except as set forth in this Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS HEREOF, the parties have accepted and agreed to this Amendment.

(Agency/Agent)
By: _____
Name: _____
Title: _____


Delta Dental of North Carolina
By:  _____
Name: Curtis R. Ladig, CPA
Title: President and CEO

EXHIBIT D - VISION PRODUCT COMMISSION SCHEDULE (EFFECTIVE TBD)

Applicability. Subject to the conditions and requirements of this Exhibit D, Vision Product Commission Schedule or any subsequently published Vision Product Commission Schedule, will apply to both original and renewal vision business as of the date published by Delta Dental, and in conjunction with the timeframe in which the commissions were earned by Agency/Agent.

Agent of Record. Provided that Agent (1) continues to be designated by a group as the Agency/Agent with respect to such group, e.g. "Agent of Record," and (2) performs services related to such group in a manner satisfactory to Delta Dental, then for all new vision business and all vision business renewing, Delta Dental will pay Agency/Agent commissions at the times and in the amounts set forth on the then published Vision Product Commission Schedule. Commission for fully insured groups will be based on paid premium. Should Agency/Agent negotiate to be paid commissions for specific groups that deviate from the Vision Product Commission Schedule, the commission will be disclosed, and it will be acknowledged by Agency/Agent by virtue of Agency/Agent's signature on the group's Delta Dental Employer/Client Information Form and Agreement. In no event will Delta Dental pay Agency/Agent any commissions for any time period occurring after any expiration or termination of this Agreement. Notwithstanding any other provisions of this Agreement, no commission shall be paid to Agent for any group on or after the date the group withdraws its appointment of Agency/Agent as the group's Agent of Record, whether by affirmative withdrawal or by appointment of another agency or agent as Agent of Record for such group. Delta Dental may report in accordance with applicable state and/or federal regulations to Agency's or Agent's designated groups all commissions paid to Agency/Agent for work performed on behalf of such groups. Agency or Agent shall disclose in writing to the client, in advance of the purchase of business, the nature of any compensation the Agency or Agent will or may receive or be eligible to receive from Delta Dental in connection with the placement or servicing of the client's business, as well as the nature of any other material business relationship between the Agency or Agent and Delta Dental. This requirement is a condition to eligibility for receiving compensation under Delta Dental's agency/agent compensation program as described in this Agreement. Delta Dental will report to Agency's or Agent's designated clients all commissions paid to Agency or Agent for work performed on behalf of such clients.

New and Renewal Vision Business Commission Schedule

VISION COMMISSION SCHEDULE	
CLIENT SIZE	STANDARD PERCENT OF PREMIUM OR ADMINISTRATIVE FEES & CLAIMS PAID
1 to 999 subscribers	10.00%
999+ subscribers	Negotiated on a client-by-client basis

Commission Payment. Subject to the conditions of this Agreement, Delta Dental will pay commissions monthly based upon applicable premiums or administrative fees or as negotiated, if any, paid in cash and received by Delta Dental in the previous month, provided this Agreement has not expired or terminated or the group has not withdrawn its appointment of Agent or appointed another agency or agent as its Agent of Record prior to the last day of the previous month. If the monthly Agent commission does not exceed twenty-five dollars (\$25.00), Delta Dental shall not be obligated to produce a commission check until the commission sum exceeds twenty-five dollars (\$25.00) or at a minimum, once per calendar year.

If any application is rejected or any vision product is cancelled or defaulted on, in whole or in part, for any reason, before the expiration of the contract period, or if any overpayment is made to Agent, the pro rata compensation paid to the Agent on the value of the vision product cancelled or defaulted on or the amount overpaid the Agent shall be charged to the Agent and shall constitute an indebtedness of the Agent to Delta Dental.

Overpayment. If any application is rejected or any client contract is cancelled or defaulted on, in whole or in part, for any reason, before the expiration of the contract period, or if any overpayment is made to Agency or Agent, the pro rata compensation paid to the Agency or Agent on the amount of the contract cancelled or defaulted on or the amount overpaid the Agency or Agent shall be charged to the Agency or Agent and shall constitute an indebtedness of the Agency or Agent to Delta Dental.