

THIRD-PARTY MARKETING AGREEMENT

This Marketing Agreement (hereinafter the "Agreement") is made by and agreed to between DentalPlans.com, Inc. ("DentalPlans"), and you (the "Marketer"), together referred to as the "Parties" or individually as a "Party."

WHEREAS, DentalPlans provides a technology platform and consumer marketplace (the "Platform") that enables healthcare consumers to purchase network-based healthcare plans or products (the "Plan" or "Plans") online or through call-center agents;

WHEREAS, the Marketer performs certain marketing functions in connection with certain products and services of select third parties;

WHEREAS, the Marketer wishes to market and promote the DentalPlans Platform and/or the Plans available on or through the DentalPlans Platform (the "Services"), pursuant to the terms and conditions set forth in this Agreement and any attached guidelines, schedules, statements of work and commission structures (the "Attachments");

NOW THEREFORE, for and in consideration for the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1 AUTHORITY

1.1 DentalPlans hereby grants to the Marketer the non-exclusive authority to perform the Services and submit, either directly or indirectly, accounts or groups to DentalPlans procured through the Services in accordance with the terms and conditions of this Agreement and any Attachments. This Agreement, and the relationship between the parties and their officers and employees is an independent contractor relationship, and is not intended, and shall not be construed, to create a partnership, joint venture or employment relationship between Marketer and DentalPlans. DentalPlans may terminate the Marketer's ability to perform the Services for any or no reason, in its sole discretion, including, without limitation, if it determines that the Marketer's activities or site is unsuitable to perform the Services for any reason; provided, however, that under any such circumstances, DentalPlans will provide the Marketer with written notice of its election to terminate. Unsuitable activities and sites, which may be amended from time to time, may include, but are not limited to, those that:

- (a) mislead others;
- (b) contain or promote, any of these types of content: libelous, defamatory, obscene, sexually explicit, pornographic, abusive, violent, bigoted, hate-oriented, illegal, cracking, hacking or warez, or offer of any illegal good or service, or link to a site(s) that does so;
- (c) promote discrimination based on sex, race, age, religion, nationality, disability, or sexual orientation;
- (d) engage in spamming, indiscriminate advertising or unsolicited commercial email;

(e) include the trademarks of DentalPlans or any Plan network, including any variations or misspellings thereof, in any URL;

(f) do not adhere to the bidding standards established by DentalPlans, which may be amended from time to time;

(f) violate any federal, state, or local law, including any privacy laws;

(g) misrepresent themselves as a DentalPlans site or as a site of any Plan network; or

(h) otherwise violate the intellectual property rights of any third party.

1.2 Responsibility. DentalPlans is, under no circumstances, responsible for the practices of any Marketer or such Marketer's content or site(s).

1.3 Co-Marketing; Sub-Marketers. Marketer shall not act as a re-marketer or co-marketer (double marketer) or allow any sub-marketers for any account submitted, placed or procured pursuant to this Agreement without the express written consent of DentalPlans.

2 MARKETER RESPONSIBILITIES

2.1 Access to DentalPlans Platform.

During the Term of this Agreement, DentalPlans may make available to the Marketer DentalPlans-provided marketing materials and tools, which may include, without limitation, links, banners, websites, landing pages, widgets, codes, unique toll-free numbers, brochures, and other similar materials (collectively, "DentalPlans Marketing Properties") that may be amended from time to time by DentalPlans and, subject to the terms and conditions of the Agreement, may be utilized by the Marketer via approved methods and activities for the purposes of performing the Services. Marketer must use valid DentalPlans Marketing Properties for purposes of determining commissions, as defined in section 6 of this Agreement that the Marketer may be eligible to receive under this Agreement. The Marketer shall not allow any other person or entity to use any DentalPlans Marketing Properties or other DentalPlans-specific identifying code issued by DentalPlans.

The Marketer's customers may access the DentalPlans Platform and/or the Plans available on the DentalPlans Platform (a) through DentalPlans Marketing Properties, and (b) in accordance with the approved methods and activities, as set forth in the Attachments, incorporated into this Agreement. DentalPlans has the sole rights and control with respect to the content of the DentalPlans Platform made available to the Marketer and its customers hereunder, including, without limitation, available Plans, services or other products that are from time to time available on the Platform, and shall have no obligations here under to offer or maintain any particular Plan, service or other products. DentalPlans reserves the right at any time to remove any Plan, service or other products from the DentalPlans Platform or any parts thereof made available to the Marketer's customers.

2.2 Sign-Up Fee.

DentalPlans reserves the right, in its sole discretion to charge to Marketer a non-refundable sign-up fee. If applicable, the Marketer shall pay, upon DentalPlans' request, a one-time, nominal, non-refundable sign-up fee.

2.3 Marketer Requirements.

The Marketer shall:

- (a) use commercially reasonable efforts to perform the Services to promote the DentalPlans Platform and the Plans available on the DentalPlans Platform and to solicit prospective customers for same;
- (b) be responsible for all expenses and costs incurred by it in the performance of the Services and its obligations under this Agreement and any Attachments;
- (c) conduct approved site, approved activities, and its business in a professional and workmanlike manner, consistent with generally-accepted industry practices and standards;
- (d) comply with any and all applicable DentalPlans policies, procedures, guidelines, practices and/or rules, which may be amended from time to time; provided, however, that in the event DentalPlans makes any changes to the foregoing, DentalPlans will provide Marketer with written notice of such changes;
- (e) provide pixels to DentalPlans for use on the DentalPlans Platform at DentalPlans' discretion;
- (f) be fully responsible for compliance with all tax laws and maintain current tax forms and related information with DentalPlans;
- (g) only use DentalPlans Marketing Properties and other materials provided or approved by DentalPlans from time to time as expressly authorized pursuant to this Agreement or any Attachment;
- (h) be fully responsible and liable for any and all use or misuse of the DentalPlans Platform, DentalPlans Marketing Properties, and any other materials provided or approved by DentalPlans hereunder;
- (i) at all times comply with any and all applicable laws, rules, regulations; and
- (j) be responsive to requests from DentalPlans, in its sole discretion, for modification of approved sites, approved activities, offline materials, and any other materials or Services used by Marketer within the timeframes requested by DentalPlans.

2.4 Marketer Prohibitions.

The Marketer agrees not to undertake, directly or indirectly, any of the following practices or actions, the violation of which shall be deemed a material breach and may result in immediate termination of this Agreement:

- (a) accept or collect and receive any membership fees or premiums;
- (b) provide or arrange for any fulfillment or administration of the Plans;
- (c) make any representations or promises on behalf of DentalPlans or any Plan network;
- (d) give, offer, or advertise, directly or indirectly, anything of value (an "Incentive") to induce a consumer to read, review or consider an advertisement unless DentalPlans has provided prior written approval of the Incentive and all materials related thereto. In the event DentalPlans approves an Incentive, the Marketer acknowledges and agrees that it is solely responsible for providing such Incentive to any customer who qualifies for said Incentive based on the terms of the offer ("Qualifying Customers"). Marketer agrees to indemnify, defend and hold harmless DentalPlans and its parents, subsidiaries, successors and assigns from any and all losses, liabilities, damages, actions, claims, expenses, and costs including, without limitation, reasonable attorneys' fees, which result or arise from or are related to the Incentive, including but not limited to, Marketer's failure to provide the Incentive to Qualifying Customers;
- (e) use DentalPlans' or any Plan's or Plan network's names, trademarks, service marks, or logos (or any misspellings or variations thereof) in a manner not expressly authorized by this Agreement unless otherwise approved by DentalPlans in writing;
- (f) advertise, use any DentalPlans Marketing Properties, or use DentalPlans' or any Plan's or Plan network's names, trademarks, service marks, or logos (or any misspellings or variations thereof) in classified advertising, whether online or offline;
- (g) infringe any DentalPlans', Plan's, Plan network's, or third party's proprietary rights (including, but not limited to trademark rights);
- (h) use or otherwise incorporate the names or trademarks (including and misspellings or variations thereof) of DentalPlans or any Plan or Plan network in the domain name(s) of the Marketer's site, on any meta tags, hidden text or source code, or in searchable keywords;

- (i) place links to the DentalPlans Platform or Marketing Properties or DentalPlans' content in third party newsgroups, message boards, blogs, instant messages, unsolicited email and other types of spam, link farms, counters, chatrooms, or guestbooks;
- (j) purchase, register, or bid on DentalPlans keywords not in compliance with the keyword bidding guidelines established by DentalPlans which may be amended from time to time, nor directly link to the DentalPlans Platform from a search placement;
- (k) register or seek to register any trademark, service mark, service name, or domain name, which includes, relates to, or is confusingly similar to those of DentalPlans or any Plan or Plan network;
- (l) send email that does not comply with the CAN-SPAM and other applicable requirements or purports to be from DentalPlans or a Plan network, either in the subject line or signature of email, nor imply in any way that DentalPlans or a Plan network endorses the content of email;
- (m) use any DentalPlans Marketing Properties on a site other than approved sites or in a manner that is not approved by DentalPlans;
- (n) attempt to modify or alter the DentalPlans Platform, DentalPlans Marketing Properties, or any other DentalPlans-provided materials in any way, unless authorized by DentalPlans in writing;
- (o) "scrape" or "spider" the DentalPlans Platform and any site in connection therewith for content, data, or information;
- (p) use toolbars, adware, malware, spyware or any other technology or technique in connection with the Services, including, without limitation, for the purpose of (i) forcing user clicks or (ii) redirecting a user to the DentalPlans Platform, other than via the link format approved by DentalPlans;
- (q) transfer, assign, distribute, sell, lease, copy, license, sub-license, or otherwise grant to any third party any rights under this Agreement, to the DentalPlans Platform, DentalPlans Marketing Properties, or any other DentalPlans-provided materials, or the right to use the foregoing;
- (r) attempt to or gain unauthorized access to the DentalPlans Platform; or
- (s) use the DentalPlans Platform, DentalPlans Marketing Properties, or any other materials provided or approved by DentalPlans in any manner not expressly authorized by the Agreement.

3 MARKETER SITES

The Marketer shall be solely responsible for the development, operation and maintenance of approved sites (if any) and for all materials Marketer creates to support and perform the Services on or off such sites; provided, however, that with respect to all DentalPlans content and materials provided to Marketer for posting on any approved sites or creating materials, DentalPlans is solely responsible for ensuring at all times that such content and materials are in compliance with all applicable laws, rules and regulations, and are accurate, complete, timely, and do not infringe upon the intellectual or other rights of any third party. Except for the DentalPlans Marketing Properties used in compliance with all guidelines and subject to the foregoing, the Marketer will be responsible for:

- 3.1 the technical operation of approved sites and any related equipment;
- 3.2 the accuracy, timeliness and appropriateness of materials posted on approved sites or created for offline use;
- 3.3 ensuring that materials posted on approved sites or created for offline use do not violate or infringe upon the rights of any third party, including personal, proprietary or intellectual property rights;
- 3.4 ensuring that materials posted on approved sites or created for offline use are not misleading, libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, illegal, contain content targeted at children, or offers any illegal good or service, links to any Web site that does so, offers or promotes pornography, tobacco, gambling, or any illegal activity or the disparagement of any individual group on the basis of age, marital status, color, national origin, race, religion, gender, sexual orientation or physical or mental handicap, which engages in sending unsolicited commercial e-mail, or which are based outside of the United States;
- 3.5 ensuring that approved sites and materials created for offline use comply with all applicable copyright and other laws; and
- 3.6 ensuring approved sites and offline materials display required disclosures according to the guidelines set forth in the Attachments which may be amended from time to time.

DentalPlans strictly disclaims all liability for such matters. Further, in addition to the Marketer's indemnification obligations contained in section 9 of this Agreement, the Marketer agrees to indemnify and hold DentalPlans, its affiliates, officers, directors, employees, agents, and any Plan or Plan network harmless from all claims, damages, and expenses, including attorneys fees, related to the development, operation, maintenance and content of approved sites and materials created for offline use. As a condition to the Marketer's participation, DentalPlans reserves the right to request that the Marketer remove any content or materials that DentalPlans, in its sole discretion, deems objectionable or in violation of this Agreement or any Attachments.

4 DENTALPLANS RESPONSIBILITIES

DentalPlans shall:

- 4.1 collect and receive all membership fees and premiums;
- 4.2 provide or arrange for all fulfillment and administration of the Plans;
- 4.3 supply any and all tracking codes, links, toll-free numbers, promotional codes, and referrals codes, as the case may be to Marketer;
- 4.4 place Marketer's pixels on the DentalPlans Platform and reserves the right to remove or modify such pixels, in DentalPlans' sole discretion, if Marketer's pixels cause undue interference with the DentalPlans Platform;
- 4.5 reserve the right to take action, in its sole discretion, including and up to immediate termination, with respect to any violation of this Agreement or any Attachments;
- 4.6 be responsible for all expenses incurred by it in the performance of its obligations under this Agreement and any Attachments;
- 4.7 conduct its business and performance obligations in a professional and workmanlike manner, consistent with generally accepted industry practices and standards;
- 4.8 only provide to Marketer content and materials that have been pre-approved for use by it and/or its sub-marketers, pursuant to section 1.3 of this Agreement;
- 4.9 notify Marketer of any modifications to the terms and conditions of this Agreement or any Attachments;
- 4.10 at all times comply with any and all applicable laws, rules, and regulations; and
- 4.11 not make any unauthorized representations or promises to any third party on behalf of or otherwise attributable to Marketer.

5 MONITORING

DentalPlans retains the right to monitor approved sites, offline materials and any marketing activities conducted by the Marketer to determine, in its sole discretion, the Marketer's compliance with the terms of this Agreement and any Attachments. The Marketer agrees to provide DentalPlans with reasonable access to approved sites, offline materials, and the Marketer's applicable records for such purposes. The Marketer further acknowledges and agrees that DentalPlans' failure to monitor approved sites or offline materials shall not limit or relieve the Marketer from its obligations to comply with any of the terms of this Agreement and any Attachments.

6 COMMISSIONS

6.1 DentalPlans shall pay to Marketer or cause to be paid to Marketer at the Marketer's contact and account information on file, as commission, a percentage of DentalPlans' marketing fee on valid sales, less any chargebacks, fraudulent sales, or sales made in violation of this Agreement or any Attachments, at a rate agreed upon by DentalPlans and Marketer in the Attachments incorporated into this Agreement. Individual Marketer commissions shall be paid on new sales and renewals in accordance with these terms and the amounts established in each DP Broker Account. DentalPlans reserves the right, in its sole discretion to modify the commission structure, amounts and payment cycles upon notice to Marketer. DentalPlans reserves the right, in its sole discretion, to inactivate Marketer and/or cease renewal commissions if Marketer or sub-marketers do not produce at least one (1) new sale every twelve (12) months. DentalPlans may, in its sole discretion, postpone paying commissions when DentalPlans is verifying a sale, investigating sales or the Services for any reason, or when a member is within the first sixty (60) days of the Plan or renewal which may result in a chargeback. Commissions exceeding a minimum balance amount established by DentalPlans shall be paid to Marketer on or about the 15th of each month following the month of the valid sale(s). If the 15th of the month falls on a weekend or holiday, commissions shall be paid on the next business day. DentalPlans reserves the right to modify the commission structure or payment dates upon notice to Marketer. Marketer shall, at all times, maintain current contact information with DentalPlans and shall make every effort to cash commission checks, if applicable, within 6 months of issuance. If Marketer does not cash commission checks within 6 months, DentalPlans may reissue stale commissions provided Marketer pays any and all administrative fees for reissuance. Unclaimed commissions will be dispatched in accordance with applicable law.

6.2 In the event of cancellation of a Plan or renewal within the first sixty (60) days, DentalPlans may issue a full refund to the member and assess a chargeback to Marketer's account. DentalPlans may also, in its sole discretion, issue a chargeback at any time to Marketer's account in the following circumstances: duplicate entries or other clear errors; non-bona fide sales; fraud or suspected fraud; non-receipt of payment or refund of payment to the member; Marketer's failure to comply with the terms of a Plan or this Agreement. If a chargeback results in a negative balance in the Marketer's account, Marketer shall immediately remit payment via cashier's check or money order to DentalPlans in the amount sufficient to bring the Marketer's account to zero (\$0).

7 TERM AND TERMINATION; SURVIVAL

7.1 This Agreement may be terminated immediately at any time by either Party giving written notice to the other Party. Except as provided elsewhere herein, the Parties must send all notices relating to this Agreement to: (a) DentalPlans, via certified mail, return receipt requested or via an internationally recognized express mail carrier to DentalPlans.com, Inc., Attn: Legal Dept., 8100 S.W. 10th Street, Suite #2000, Plantation, FL 33324, and, (b) to Marketer at the email address or mailing address listed on file, and shall be effective upon sending. All representations and obligations of Marketer of this Agreement and any Attachments that by their nature and content are intended to survive completion, termination or expiration hereof shall so survive.

7.2 Upon termination of this Agreement and any Attachments, DentalPlans shall remit any accrued commissions according to terms of this Agreement. Upon termination of this Agreement and any Attachments, Marketer shall: (a) immediately cease the use of, and remove from approved sites and offline materials all DentalPlans Marketing Properties and any other materials provided or approved by DentalPlans; and (b) immediately cease the use of, and return to DentalPlans any and all materials, documents, marketing materials, or other media made available to the Marketer by DentalPlans or approved by DentalPlans. In addition, each Party will immediately cease the use of, and return to the disclosing Party any and all of the disclosing Party's Confidential Information as defined in section 8 of this Agreement. Either Party may request that the other Party certify its compliance with this section in writing. Upon termination, except as set forth above, all rights granted to each Party in this Agreement shall terminate.

8 CONFIDENTIALITY

Either DentalPlans or Marketer may provide the other with information that is confidential and proprietary to that Party that contains information regarding, but is not limited to, trade secrets, intellectual property, systems, know-how, contracts, prices, products, processes, inventions, computer software programs (including source and object codes), marketing or sales techniques, financial condition, costs, business interests, business records, initiatives, objectives, plans, strategies, members, customers, Plan networks, clients, suppliers, lenders, underwriters, vendors, consultants, independent contractors, attorneys, accountants or consultants ("Confidential Information"). The receiving Party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of the disclosing Party. Each Party agrees not to disclose any Confidential Information to anyone other than employees, officers and directors of such Party, that have a need to know, and to cause all such persons to abide by this Agreement. Confidential Information shall not include (even if designated by a Party) information that is or becomes part of the public domain through no act or omission of the receiving Party, or is lawfully received by the receiving party from a third party, or that the receiving Party had in its possession prior to the date of this Agreement. Marketer shall be responsible for all usage and activity on Marketer's account and for loss, theft or unauthorized disclosure of your password other than through DentalPlans' grossly negligent or willful conduct or omission. Marketer shall provide DentalPlans with prompt written notification of any known or suspected unauthorized use of Marketer's account or breach of the security of Marketer's account.

9 INDEMNIFICATION

Each Party agrees to indemnify and hold each other harmless including attorney fees and costs of investigation, and any defense incident thereto, for any acts, errors or omissions in the solicitation, processing and placement of membership business under this Agreement, except to the extent that the party requesting indemnification caused or contributed to the loss. The Party suffering the loss or damage shall promptly notify the other of any action relating to such loss or damage. The provisions of this Section 9 shall survive termination. Marketer understands that discount Plans are not insurance and Marketer shall not represent discount Plans as such. DentalPlans assumes no responsibility for any Plan with regard to the adequacy, amount or form of benefits and Marketer agrees to indemnify and hold DentalPlans

harmless from any claim asserted against DentalPlans because of representations of the Plan made by the Marketer. DentalPlans is not an insurer or Plan network and does not guarantee the Plan or the Plan network.

10 LIMITATION OF LIABILITIES

WITH THE EXCEPTION OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, ANY LIABILITY OF A PARTY HERETO RELATING TO COMMISSIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF COMMISSIONS PAID AND PAYABLE TO MARKETER BY DENTALPLANS OR BY MARKETER TO DENTALPLANS, PLUS INTEREST, DURING THE TERM OF THIS AGREEMENT. WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION OBLIGATIONS, DENTALPLANS SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ACTS OR CONDUCT OF THE MARKETER, FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. HOWEVER, IN THE EVENT THAT MARKETER, THROUGH MARKETER'S BREACH OF THIS AGREEMENT, AND/OR OTHER ACTIVITIES AND/OR CONDUCT, CAUSE DAMAGE TO DENTALPLANS' ONGOING BUSINESS CONCERNS THAT RESULT IN DAMAGES TO DENTALPLANS THAT ARE NON-RELATED TO OR MEASURED BY COMMISSIONS UNDER THIS AGREEMENT, MARKETER SHALL BE LIABLE FOR THE FULL EXTENT OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA.

11 DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE PARTIES DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) THAT A PARTY'S SECURITY METHODS AS EMPLOYED WILL BE SUFFICIENT, (C) AGAINST INTERFERENCE WITH ENJOYMENT OF A PARTY'S "INFORMATION." ALL INFORMATION AND WEB OR COMPUTER PROGRAMS PROVIDED IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER.

12 MISCELLANEOUS

12.1 Failure of DentalPlans to enforce any provision of this Agreement or to terminate it because of a breach shall not be deemed to be a waiver of such provisions or of any breach committed by Marketer. No breach of any provision of this Agreement can be waived unless done so in writing, executed by the waiving Party. The waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

12.2 Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including

without limitation denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

12.3 If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision, which shall remain in full force and effect. Each of the provisions of the Agreement shall be enforceable independently of any other provision, unless expressed otherwise herein.

12.4 This Agreement and the obligations hereunder may not be assigned by Marketer without the prior written consent of DentalPlans.

12.5 This Agreement shall be deemed to have been made and performed in Broward County, Florida and shall be governed by, and construed and enforced in accordance with the laws of the state of Florida and the parties agree that those courts shall be the exclusive forums for any actions related to this Agreement. The parties consent to such venue and jurisdiction. A party that primarily prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorney's fees and costs.

12.6 This Agreement constitutes the entire agreement between DentalPlans and Marketer and supersedes and replaces any previous agreements between DentalPlans and Marketer. There have been no promises, representations, agreements, warranties or undertakings by either Party, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by an instrument that is assented to by each Party to this Agreement by verifiable means, including without limitation by written instrument signed by the Parties or through a "click through" acknowledgement of assent. No interlineations to this Agreement shall be binding unless initialed by both Parties. Notwithstanding the foregoing, DentalPlans shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by posting a revised Agreement at least seven (7) days prior to the effective date of such Change. Marketer's continuation of the Services after the effective date of such Change shall be deemed Marketer's acceptance of the revised Agreement.

13 EXECUTION AND ACCEPTANCE OF AGREEMENT

Marketer acknowledges that a breach of any of the terms, conditions, or provisions of this Agreement by Marketer may give rise to a cause of action by DentalPlans against the Marketer and/or may result in disciplinary action by DentalPlans, including but not limited to, the termination of this Agreement, all in the sole discretion of DentalPlans. Each individual who executes this Agreement in a representative capacity represents and warrants that he or she has the full right and power to execute this Agreement and to bind the entity or individuals on whose behalf he or she so signs. If Marketer is an individual, the individual must sign; if Marketer is a partnership, one of the partners must sign; if Marketer is a corporation, an authorized representative must sign and indicate the title of such authorized representative. The Parties hereto agree this Agreement shall not become effective until accepted by DentalPlans.

ATTACHMENTS

Marketing Guidelines –Brand/Keywords/Content Standards

Policies

Search Campaign

Protected SEM Bidding Keywords

DENTALPLANS.COM KEYWORD POLICY: DentalPlans.com Marketer Content Standards: Please review the following important content updates for Marketers promoting DentalPlans.com and dental savings plans. Due to recent policy changes and state regulatory requirements, all Marketers must comply with these updated content standards for their own protection and to prevent any misunderstandings. Please keep in mind that these updated content standards were developed with everyone's best interest in mind. We appreciate our Marketers' understanding and prompt cooperation in this matter. View the DentalPlans.com Content Standards Located At: <http://images.dentalplans.com/2014/brandguidelines/BrandGuidelines.pdf> Marketers are strictly prohibited from bidding on any of our plan specific keywords or plan brands and must ensure that they negative match on all of the below terms (and any variations of the below) to remain in compliance. Commissions will be withheld for any Marketer who directly violates these rules. Any Marketer who does not comply will be terminated from the program. Prohibited Keywords: Access Plans, Aetna Dental Access, Affordable Family Health Services, Alliance HealthCard Gold Card , American Dental Plan, Avia , BlueCrossBlue Shield, Careington Care 500 , Careington PO, Careington Select, CignaPlus Savings , CVS iSave, Delta of IL, Delta Dental of MI, IN and OH, Dental Care Advantage, DentalSave, DenteMax, Dominion 7000x, :DP Complete Care, :DP SmartHealth, iDental by United Concordia, Kentucky Dental Plan, Liberty Dental Program of America, Louisiana Dental Plan, Patriot Plan , Patriot Plan Plus, Preferred Network Access by Cigna, Sele-Dent, Signature Wellness, Signature Wellness Dental Only ,Solstice Plus Plan One, Tennessee Dental Plan, UniCare 100, UniCare 200, Vital Savings by Aetna Dental and Prescription, Vital Savings by Aetna, Bonus Benefits , Coast to Coast, :DP HealthNow, and VSP.

Negative Matching for Protected Keywords

Required

Non-compete SEM Bidding Keywords

Marketers must ensure that their ads do not appear above the following visible URLs in paid search listings: DentalPlans.com. Including but not limited to the following keywords: dentalplan, dental plan.com, dentalplans.com, dental individual insurance, affordable dental care, affordable dental, dental plans coupon, dental plans coupon code, dental plans promo, dental plans promotion, dental plans offer, dental plan coupon, dental plan coupon code, dental plan promo, dental plan promotion, dental plan offer, dental insurance, dentalplans, dental plans, dental plan, compare dental insurance plans,family dental insurance, affordable dental plans, discount dental insurance plan, dental care, www dentalplans com, dental insurance, cheap dental insurance, emergency dental insurance, dental coverage, dental insurance individual plans, dental comdentalplans com coupon, dentalplans com coupon code, dentalplans com promo, dentalplans com promotion, dentalplans com offer, dental plans com coupon,

dental plans com coupon code,dental plans com promo , dental plans com promotion, dental plans com offer,dentalplans coupon

Recommended SEM Bidding Keywords

insurance dental, dental insurance, dental plans, dental-insurance, dental plan, insurance dental plans, dental plans discount, dental insurance affordable, dental plan discount, Dental, Dental Insurance Individual, individual dental insurance, dental savings plan, discount dental, cheap dental insurance, discount dental insurance, dental health insurance, discount dental plan, dental insurance alternative, individual dental insurance plan, dental individual insurance, student dental insurance, best dental insurance plan, low cost dental insurance, Dentist, cavity, braces, dental care, filling, dental filling, orthodontics, orthodontia, endodontist, periodontist, dental care, emergency dental

Prohibited SEM Display URL Content

Marketers are strictly forbidden to display plan-specific information like plan names, logos, fee schedules, and provider listings.

Limited Use SEM Display URL Content

DentalPlans.com allows bidding on DentalPlans.com trademark terms as long as you are positioned below us at any given time and follow ad copy content guidelines. You must however, link to your own URL, not directly to DentalPlans.com. In addition, you may not use our brand name or domain name, or any variation or misspelling of our brand name, as the display domain in any search advertisement.

Prohibited SEM Ad Copy Content

Save 10%, 10% off + 1 month free, 1 month free, \$10 Off, Dental insurance, dental benefits, Save up to 60%, Choose from over 30 plans, 100,000+ participating providers, Choose from 100,000+ dentists, Immediate, Coverage, No claim forms, no pre-existing conditions, no annual maximums, no waiting periods, no deductibles, Enroll, Save on braces, discounts on root canals, Premiums, official site or similar variation. All plan names included but not limited to: Access Plans, Aetna Dental Access, Affordable Family Health Services, Alliance HealthCard Gold Card , American Dental Plan, Avia , BlueCrossBlue Shield, Careington Care 500 , Careington PO, Careington Select, CignaPlus Savings , CVS iSave, Delta of IL, Delta Dental of MI, IN and OH, Dental Care Advantage, DentalSave, DenteMax, Dominion 7000x, :DP Complete Care, :DP SmartHealth, iDental by United Concordia, Kentucky Dental Plan, Liberty Dental Program of America, Louisiana Dental Plan, Patriot Plan , Patriot Plan Plus, Preferred Network Access by Cigna, Sele-Dent, Signature Wellness, Signature Wellness Dental Only ,Solstice Plus Plan One, Tennessee Dental Plan, UniCare 100, UniCare 200, Vital Savings by Aetna Dental and Prescription, Vital Savings by Aetna, Bonus Benefits , Coast to Coast, :DP HealthNow, and VSP.

Limited Use SEM Ad Copy Content

Discount dental plans, an alternative to dental insurance, Save 10% to 60% on most dental procedures, Choose from more than 30 discount dental plans, Choose from 100,000+ participating providers in combined networks, The most dentists in combined networks anywhere!, Most plans activate within 3 business days, quick activation, Care, No paperwork hassles, no health restrictions, no annual limits, start

saving immediately, join instantly, quick activation, Join, register, sign up, Discounts on dental specialties available on select plans, Payments

Direct linking (Use of Display URL)

No

Special Instructions for Search Marketing Marketers

All Marketers must remain positioned below DentalPlans.com ads in all keywords. Marketers must adhere to prohibited copy content like savings messages in ad copy. Must include disclaimer on sites or landing page: Savings plans are NOT insurance and the savings will vary by provider, plan and zip code. These plans are not considered to be qualified health plans under the Affordable Care Act. Please consult with the respective plan detail page for additional plan terms. The discounts are available through participating healthcare providers only. To check that your provider participates, visit our website or call us. Since there is no paperwork or reimbursement, you must pay for the service at the time it's provided. You will receive the discount off the provider's usual and customary fees when you pay. We encourage you to check with your participating provider prior to beginning treatment. Note-not all plans and offers available in all markets. Special promotions including, but not limited to, additional months free are not available to California residents or on Fully insured plans.

Website

Prohibited Web Site Domain Keywords

Save 10%, 10% off + 1 month free, 1 month free, \$10 Off, Dental insurance, dental benefits, Save up to 60%, Choose from over 30 plans, 100,000+ participating providers, Choose from 100,000+ dentists, Immediate, Coverage, No claim forms, no pre-existing conditions, no annual maximums, no waiting periods, no deductibles, Enroll, Save on braces, discounts on root canals, Premiums, official site or similar variation. All plan names included but not limited to: Access Plans, Aetna Dental Access, Affordable Family Health Services, Alliance HealthCard Gold Card , American Dental Plan, Avia , BlueCrossBlue Shield, Careington Care 500 , Careington PO, Careington Select, CignaPlus Savings , CVS iSave, Delta of IL, Delta Dental of MI, IN and OH, Dental Care Advantage, DentalSave, DenteMax, Dominion 7000x, :DP Complete Care, :DP SmartHealth, iDental by United Concordia, Kentucky Dental Plan, Liberty Dental Program of America, Louisiana Dental Plan, Patriot Plan , Patriot Plan Plus, Preferred Network Access by Cigna, Sele-Dent, Signature Wellness, Signature Wellness Dental Only ,Solstice Plus Plan One, Tennessee Dental Plan, UniCare 100, UniCare 200, Vital Savings by Aetna Dental and Prescription, Vital Savings by Aetna, Bonus Benefits , Coast to Coast, :DP HealthNow, and VSP.

Prohibited Web Site URL Keywords

Save 10%, 10% off + 1 month free, 1 month free, \$10 Off, Dental insurance, dental benefits, Save up to 60%, Choose from over 30 plans, 100,000+ participating providers, Choose from 100,000+ dentists, Immediate, Coverage, No claim forms, no pre-existing conditions, no annual maximums, no waiting periods, no deductibles, Enroll, Save on braces, discounts on root canals, Premiums, official site or similar variation. All plan names included but not limited to: Access Plans, Aetna Dental Access, Affordable Family Health Services, Alliance HealthCard Gold Card , American Dental Plan, Avia , BlueCrossBlue Shield, Careington Care 500 , Careington PO, Careington Select, CignaPlus Savings , CVS iSave, Delta of IL, Delta

Dental of MI, IN and OH, Dental Care Advantage, DentalSave, DenteMax, Dominion 7000x, :DP Complete Care, :DP SmartHealth, iDental by United Concordia, Kentucky Dental Plan, Liberty Dental Program of America, Louisiana Dental Plan, Patriot Plan , Patriot Plan Plus, Preferred Network Access by Cigna, Sele-Dent, Signature Wellness, Signature Wellness Dental Only ,Solstice Plus Plan One, Tennessee Dental Plan, UniCare 100, UniCare 200, Vital Savings by Aetna Dental and Prescription, Vital Savings by Aetna, Bonus Benefits , Coast to Coast, :DP HealthNow, and VSP.

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Unacceptable Web Sites

DentalPlans may terminate the Marketer's ability to perform the Services for any or no reason, in its sole discretion, including, without limitation, if it determines that the Marketer's activities or site is unsuitable to perform the Services for any reason; provided, however, that under any such circumstances, DentalPlans will provide the Marketer with written notice of its election to terminate. Unsuitable activities and sites, which may be amended from time to time, may include, but are not limited to, those that: (a) mislead others; (b) contain or promote, any of these types of content: libelous, defamatory, obscene, sexually explicit, pornographic, abusive, violent, bigoted, hate-oriented, illegal, cracking, hacking or warez, or offer of any illegal good or service, or link to a site(s) that does so; (c) promote discrimination based on sex, race, age, religion, nationality, disability, or sexual orientation; (d) engage in spamming, indiscriminate advertising or unsolicited commercial email; (e) include the trademarks of DentalPlans or any Plan network, including any variations or misspellings thereof, in any URL; (f) do not adhere to the bidding standards established by DentalPlans, which may be amended from time to time; (f) violate any federal, state, or local law, including any privacy laws; (g) misrepresent themselves as a DentalPlans site or as a site of any Plan network; or (h) otherwise violate the intellectual property rights of any third party.

1.2 Responsibility. DentalPlans is, under no circumstances, responsible for the practices of any Marketer or such Marketer's content or site(s).

Use of Logos and Trademarks in Web sites

Marketers may only use ads, text and logos which are made available to the Marketers by DentalPlans.com through the CJ interface. Any other content is not permitted unless DentalPlans.com has given the Marketers written approval. Marketers may not copy the look and feel of any DentalPlans.com page or commit brand and trademark infringement. The use of images or other graphic elements obtained

from www.DentalPlans.com is prohibited. Proprietary images and graphics used on www.DentalPlans.com website include but are not limited to Cascading Style Sheets, buttons, background images, lifestyle photography and images, fonts, and brand elements, particularly those with design effects that are strongly associated with DentalPlans brand.

Additional Promotional Methods

Incentivized Traffic

Allowed - Marketers agree not to give, offer, or advertise, directly or indirectly, anything of value (an "Incentive") to induce a consumer to read, review or consider an advertisement unless DentalPlans has provided prior written approval of the Incentive and all materials related thereto. In the event DentalPlans approves an Incentive, the Marketer acknowledges and agrees that it is solely responsible for providing such Incentive to any customer who qualifies for said Incentive based on the terms of the offer ("Qualifying Customers"). Marketer agrees to indemnify, defend and hold harmless DentalPlans and its parents, subsidiaries, successors and assigns from any and all losses, liabilities, damages, actions, claims, expenses, and costs including, without limitation, reasonable attorneys' fees, which result or arise from or are related to the Incentive, including but not limited to, Marketer's failure to provide the Incentive to Qualifying Customers;

Email

Allowed - While adhering to Marketer content standards and terms of this agreement. <http://images.dentalplans.com/2014/brandguidelines/BrandGuidelines.pdf> Marketer may not send email that does not comply with the CAN-SPAM and other applicable requirements or purports to be from DentalPlans or a Plan network, either in the subject line or signature of email, nor imply in any way that DentalPlans or a Plan network endorses the content of email;

Software

Allowed - Marketer agrees to not use toolbars, adware, malware, spyware or any other technology or technique in connection with the Services, including, without limitation, for the purpose of (i) forcing user clicks or (ii) redirecting a user to the DentalPlans Platform, other than via the link format approved by DentalPlans;

Sub-Marketers

Not allowed - Co-Marketing; Sub-Marketers. Marketer shall not act as a re-marketer or co-marketer (double marketer) or allow any sub-marketers for any account submitted, placed or procured pursuant to this Agreement without the express written consent of DentalPlans.

Social Media

Allowed - Marketer may NOT create their own YouTube video, post on classified sites like Craigslist, or use any non-compliant verbiage including but not limited to any posts, tweets, statuses, or blogs. Promoting on social media is approved while adhering to Marketer content standards and terms of this agreement. <http://images.dentalplans.com/2014/brandguidelines/BrandGuidelines.pdf> Blog Guidelines: All Marketers using blogs to promote DentalPlans.com products on personal blogs must place the following

disclosure on their sites: "YourSite.com" is an independent contractor for DentalPlans.com, Inc., and is providing Internet affiliate services to the company via the internet for which they may earn financial compensation from DentalPlans.com, Inc. Social Media Guidelines: All social media messages must adhere to DentalPlans.com Content Standards. We encourage all our Marketers to make the necessary changes to be compliant. This update was due to recent FTC rules and regulations that DentalPlans.com and its Marketers must comply by. Marketers linking to DentalPlans.com on social media sites must state in their bio or in the link that they are an affiliate and not a DentalPlans.com employee. Reason: We require this so that all Marketers will be in compliance with FTC regulations. If you are recommending a company or product by sharing a link that can potentially earn you revenue, you must disclose this to your followers, readers, fans, etc. Additionally, Marketers are not allowed to act as official spokespeople for our DentalPlans.com Example of compliant message: Need dental care savings? DentalPlans.com has 30+ dental savings plans to choose from (Marketer link) <http://bit.ly/GoodExample> Example of NON-compliant Marketer message: Just saved lots of money using my plan from DentalPlans.com. You should get a plan too. <http://bit.ly/BadExample>

Miscellaneous

Coupons and Promotional Codes

Marketers may only use coupons and promotional codes that are provided exclusively through the :DP Brokers program with the exception of site-wide DentalPlans.com promotional sales.

Non-Commissionable Items

Fraudulent orders, returns, switched orders, voids and fully insured plan orders.

Special Instructions

You acknowledge and agree that if you do not comply with these terms, DentalPlans.com may immediately terminate you from the program and correct or reverse commissions for sales which DentalPlans.com, in its sole judgment, determines were generated by visitors referred as a result of such noncompliance. Please contact us directly at DPBrokers@DentalPlans.com with any inquiries.