

DELTA DENTAL OF NORTH CAROLINA
INDIVIDUAL PRODUCT ADDENDUM AND AGENT ENROLLMENT FEE SCHEDULE

This Individual Product Addendum and Agent Enrollment Fee Schedule (“Individual Addendum”) is effective on _____ between Agent and DDNC.

The parties hereto agree that all provisions of the Agency/Agent Agreement between the parties shall have full force and effect, and shall apply for purposes of this Individual Addendum. In the event of a conflict between the Agency/Agent Agreement and this Individual Addendum, this Individual Addendum shall control.

1. Marketing and Enrollment.

- a. Agent shall use its best efforts, which at all times shall be commercially reasonable, to promote DDNC’s individual product (“Individual Product”) to individuals within the state of North Carolina (“Individuals”). Agent shall be responsible for promoting the appropriate Individual Product based on the individual’s geographic location. Agent recognizes that it is prohibited by applicable state law from marketing the Individual Product outside the state of North Carolina
- b. Agent shall provide information to Individuals so that they may enroll directly or shall assist with enrollment of Individuals in the Individual Product via the designated web portal, as instructed by DDNC, for the collection of billing information, and to ensure acceptance into enrollment is full and complete.
- c. DDNC, itself or through any of its affiliates, will handle all customer service inquiries from Individuals after the initial enrollment. DDNC will maintain, on a continuing basis, all eligibility records, and rate change notifications. Agent shall transfer these types of phone calls to the DDNC individual product unit.

2. Trademarks and Warranties.

- a. Agent represents and warrants that the use of Agent’s content on any materials or electronic media or on a co-branded enrollment platform will not violate or infringe any copyright, trademark, patent, or proprietary right of any other party. Agent shall retain all right, title, and interest in Agent’s name and website; however, Agent may, upon DDNC’s approval, place a link to the designated DDNC web portal page, as instructed by DDNC, on its website for Individuals to enroll on its enrollment platform. Agent content (including, but not limited to, ownership of all copyrights and other intellectual property rights therein) and Agent marks, including any and all goodwill associated therewith, shall remain the property of Agent, subject to the limited permission granted to DDNC for the co-branding. Any other use of the Agent marks by DDNC shall require written consent of Agent. DDNC shall retain all right, title, and interest in the DDNC content and DDNC marks, including any and all goodwill associated therewith, subject to the limited permission granted to Agent for the co-branding. Any other use of the DDNC marks by Agent shall require written consent of DDNC.
- b. **LIMITATION OF WARRANTIES.** ALL CONTENT AND SERVICES TO BE FURNISHED BY THE PARTIES, INCLUDING, WITHOUT LIMITATION, THE CO-BRANDED ENROLLMENT PLATFORM, ARE PROVIDED ON AN ‘AS IS’ BASIS. EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- c. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE WEB PORTAL PAGE, WHETHER ARISING IN CONTRACT OR IN TORT, OR RESULTING FROM THE FAULT OR NEGLIGENCE OF SUCH PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Enrollment Fees.

- a. For new Individual Products sold with the eligibility effective dates on or after the effective date of this Individual Addendum, Agent will receive an enrollment fee as set forth in the Individual Product Enrollment Fee Schedule below, or any subsequently updated Individual Product Enrollment Fee Schedule (“Enrollment Fees”). If Individual does not stay enrolled continuously in the Individual Product, but discontinues and later re-enrolls in the Individual Product independently of Agent at a later period of time, Agent will not receive any Enrollment Fees from DDNC. Upon termination of the Agency/Agent Agreement, for any reason or for no reason, DDNC shall determine the amount of Enrollment Fees then due and owing to Agent, including for any applications submitted prior to the termination date, and shall make payment of that compensation at the following next regularly scheduled payment date. Thereafter, all obligations of DDNC to pay any Enrollment Fees to Agent shall cease.
- b. In connection with the Enrollment Fees paid to Agent, Agent shall be provided with a written statement detailing the number of enrolled Individuals during the preceding payment period, and indicating whether Agent is receiving Enrollment Fees for those Individuals. DDNC shall have the right to reconcile Enrollment Fees paid each payment period and adjust for changes in enrolled Individuals.

INDIVIDUAL PRODUCT ENROLLMENT FEE SCHEDULE

Initial Sale:	10% of Premium
Subsequent Year:	5% of Premium

IN WITNESS WHEREOF, the parties have caused this Individual Addendum to be executed as dated above.

“AGENCY” or “AGENT”

By: _____
(Authorized signature)

Title: _____

DELTA DENTAL OF NORTH CAROLINA

By:  _____
Curtis R. Ladig
Chief Executive Officer