

BROKER'S AGREEMENT

This Agreement is made this _____ day of, _____ 20_____, by and between Dental Service of Massachusetts, Inc., a Massachusetts corporation doing business as Delta Dental of Massachusetts, Inc. and having its principal place of business at 465 Medford Street, Boston, MA 02129-1454 (herein referred to as "Delta Dental") and _____, (herein referred to as "Broker").

WHEREAS, Delta Dental is in the business of selling dental insurance to groups in the Commonwealth of Massachusetts and desires to secure the services of Broker to facilitate such sales;

WHEREAS, Broker has agreed to provide such services subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties agree as follows:

1. Scope of Agreement

Delta Dental hereby agrees to engage Broker, and Broker hereby agrees to perform services as described below.

2. Duties of Broker

Broker agrees:

- (a) to use reasonable efforts to promote and publicize Delta Dental's dental insurance ("Insurance"), to procure applications to purchase insurance from Qualified Groups, as herein defined, and to assist Delta Dental personnel in similar activities. A Qualified Group is a group, as defined in Delta Dental's underwriting guidelines, which currently has no contract for insurance with Delta Dental. Delta Dental reserves the right to accept or reject, at its sole discretion, any applications;
- (b) to provide in a manner satisfactory to Delta Dental all necessary follow-up and support services to each Qualified Group whose offer to purchase insurance is accepted by Delta Dental and on whose account Broker has earned commissions ("Commission Group"), unless Delta Dental at its sole option elects to service any such Commission Group without Broker's assistance;
- (c) to maintain office and staff reasonably adequate for the performance of all services described in this Agreement;
- (d) to abide by all applicable Delta Dental underwriting and procedural rules related to the performance of Broker's Services;
- (e) if any premiums paid by Commission Groups are adjusted or refunded, to refund to Delta Dental the entire commission previously paid to Broker on such refunded premiums; and
- (f) to comply with all applicable laws and regulations governing the services described in this Agreement.

3. Non-Exclusivity

Delta Dental and Broker agree that Delta Dental may execute contracts with other brokers for the services described here- in, that Broker may render such services to others, and that Delta Dental's own sales force may render services to Qualified and Commission Groups.

4. Compensation of Broker

Delta Dental agrees to pay Broker as compensation for services rendered commissions in accordance with the Commission Schedule printed on the reverse side and made a part hereof. Delta Dental reserves the right to revise such Schedule from time to time upon reasonable prior notice to Broker, which notice shall set forth the terms of the revision and its effective date. Commissions will be deemed earned each year when applicable premiums are paid to Delta Dental and shall be payable within thirty (30) days thereafter, provided that Broker has provided to Delta Dental satisfactory evidence of the following:

- (a) Broker is currently licensed to perform the services described in this Agreement;
- (b) Broker has been designated as "Broker of Record" by the premium-paying group for the premium year in question; and
- (c) Broker has, in Delta Dental's sole judgment, provided substantial services during the premium year in question in (i) obtaining an application to purchase insurance from the premium-paying group, or (ii) obtaining such group's renewal, and in either case has provided follow-up support services to such group, unless Delta Dental elected to perform such services under 2(b) above.

Any indebtedness of Broker to Delta Dental may be set off against such commissions prior to payment.

5. Licensing

Broker warrants and represents that it has obtained all licenses required for the performances of services under this Agreement and will keep such licenses in effect for the duration of this Agreement. Broker shall provide evidence of such licenses to Delta Dental upon request.

6. Indemnification and Liability

Each party to this Agreement does hereby defend, indemnify, and hold harmless the other from and against any and all damage, claim, expense or liability (including costs and attorneys' fees) arising out of such party's own actions or neglect. Broker's liability in this regard includes without limitation the performance of any act or the making of any statement not authorized by Delta Dental, including unauthorized premium quotations. Delta Dental's liability hereunder shall be limited to amounts due Broker for commissions earned and payable.

7. Termination

This Agreement may be terminated by either party at any time upon thirty (30) days' written notice.

8. Confidentiality

Both Broker and Delta Dental acknowledges that either party could be irreparably harmed if confidential information concerning the business and its affairs were disclosed to any competitor. Both parties agree that they will not, without prior written consent from the other party, disclose to any competitor any non-public information concerning the business affairs of either party.

9. Miscellaneous

Neither Delta Dental nor Broker shall assign or transfer any interest in this Agreement without written consent of both parties. This Agreement represents the entire and integrated agreement between Delta Dental and Broker and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Delta Dental and Broker.

Executed as a sealed Massachusetts instrument.

BROKER

DENTAL SERVICE OF MASSACHUSETTS, INC.

By: _____

Title: _____

Title: _____

Massachusetts Broker License Number _____

Tax Identification Number _____

COMMISSION SCHEDULE

10% of first	\$5000	of Annual Premium
4% of next	\$95,000	of Annual Premium
2% of greater than	\$100,000	of Annual Premium

NOTE: Delta Dental's monthly payments to Broker will be based upon monthly premiums received to date.

ex: First month's premium received: \$11,000
First month's commission calculation: $(.10 \times \$5,000) + (.04 \times \$6,000)$
First month's commission earned: \$740

Delta Dental reserves the right to revise this schedule from time to time upon reasonable prior notice to Broker.