



Delta Dental of Nebraska Commission Agreement

This Agreement, made this ____ day of _____, 20____ by and between Delta Dental of Nebraska, hereinafter "DELTA DENTAL", and _____, hereinafter "BROKER", covers the following programs:

POOL Rated Programs

Pool rated groups include any DELTA DENTAL dental program sold on a pool rated basis. All pool rated groups covered by this Agreement are sold at rates pre-established by DELTA DENTAL.

Unless otherwise negotiated, DELTA DENTAL agrees to pay said BROKER 10% commission on first year and subsequent years premium paid in cash to DELTA DENTAL under DELTA DENTAL's Master Dental Group Contract Application on behalf of any qualified group administrator designating said BROKER as "Broker of Record" per DELTA DENTAL's Master Dental Contract Application signed by such qualified group administrator and BROKER.

INDIVIDUALLY Rated Programs

Unless otherwise negotiated, DELTA DENTAL agrees to establish a commission rate based upon projected annual revenue at the time of underwriting and pay said BROKER at the established rate on first year and subsequent years premium paid in cash to DELTA DENTAL under any individually rated group dental program sold by DELTA DENTAL on which DELTA DENTAL is advised in advance of quoting rates that the BROKER is designated as Broker of Record for the specific group.

Commissions, subject to the terms and conditions of the Agreement, shall be paid to the BROKER as long as BROKER:

- (1) is continuously and actively engaged as a licensed BROKER;
- (2) continues to be designated by the group named in the Master Dental Group Contract as the BROKER with respect to such group;
- (3) services the group in a manner satisfactory to DELTA DENTAL; and,
- (4) the original Master Dental Group Contract for which this Agreement is executed has not been terminated.

Upon receipt of a completed and signed Taxpayer Identification Number Request or W -9 Form, commissions shall be payable to the extent respective dues are paid DELTA DENTAL within thirty (30) days after the end of the Calendar Month. If a premium adjustment shall be made for any period, then a corresponding adjustment shall be made in BROKER's commission for such period and adjustment made on next commission payment or refunded at DELTA DENTAL's option.

Any indebtedness of BROKER to DELTA DENTAL shall be first lien against any commissions due paid BROKER or his representative or assigns under this Agreement and such commissions shall be applied to liquidate such indebtedness.

No assignment, transfer or disposal of any interest that BROKER may have on account of the Agreement shall be made at any time without written approval of DELTA DENTAL.

DELTA DENTAL may, at its option, be responsible for enrolling and servicing the group and BROKER hereby agrees to abide by the elected option of DELTA DENTAL, however, in either event, BROKER agrees to render satisfactory services as directed by DELTA DENTAL.

By signing this Agreement, I represent that I am a duly licensed insurance agent by the State of Nebraska and that no disciplinary actions are pending against me.

Authorized Signatures

Broker/Agency

Address

Federal Tax ID#

NE Insurance Agency or Insurance Producer License

(_____) (_____) _____
Telephone Number Fax Number

E-Mail Address

By: _____

Its: _____

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