



PRODUCER AGREEMENT

This AGREEMENT, made this _____ day of _____, 20____, by and between DELTA DENTAL OF COLORADO of Denver, Colorado, hereinafter called "DELTA DENTAL", and "PRODUCER":

Producer Name: _____

Corporation Name: _____

Address for payment: _____

Address for Correspondence (if different than above) _____

Phone: _____ FAX: _____

Email Address: _____

Commission payable to: Corporation _____ TIN# _____

(check one) Producer _____ SSN# _____

DELTA DENTAL agrees to pay said PRODUCER fees in accordance with the schedule below and in the manner designated, on first year's and subsequent years' premium or service fees paid to DELTA DENTAL under Group Contract No. ___and any future groups who designate the PRODUCER as their Broker of Record.

PRODUCER COMMISSION SCHEDULE

First year and subsequent years shall be at the rate of the following:

- 5%, or as negotiated, of the total annual premium or service fees for groups over 50 employees,
- 8% of the monthly premium per individual for the individual products,
- 10% of the monthly premium for groups between 1 and 50 employees, and
- 8% of the monthly premium or service fees, or as negotiated, for Patient Direct groups.

Commissions are determined based on the size of the group and underwriting guidelines. PRODUCER fees for the year after the group's anniversary will be at the DELTA DENTAL standard PRODUCER fee schedule applicable to the size of the group. The fee schedule for groups over 50 employees is negotiated and will be shown on the sold group quote. If the above commission is shown differently on a group's sold quote, the sold quote will take precedence.

The fees at the rate provided in the above schedule, subject to the terms and conditions of this Agreement, shall be paid to PRODUCER provided the PRODUCER (1) continues to be designated by the group named in the Group Contract as the PRODUCER with respect to such group and (2) performs services relating to the above named group in a manner satisfactory to DELTA DENTAL, and (3) has a valid Colorado PRODUCER license.

Fees shall be payable at the time respective dues are paid to DELTA DENTAL. If a dues adjustment shall be made

for any period, then a corresponding adjustment shall be made in PRODUCER's fee in the current period.

Any indebtedness of PRODUCER to DELTA DENTAL shall be a first lien against any fees due said PRODUCER or his representative or assigns under this Agreement and such fees shall be applied to liquidate such indebtedness.

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

PRODUCER shall maintain at all times material to this AGREEMENT a valid license(s) issued by the State of Colorado, authorizing PRODUCER to sell and service health care service contracts and any other licenses legally required of PRODUCER to provide the services set forth in this AGREEMENT. PRODUCER shall notify DELTA DENTAL within 30 days in event of loss or suspension of said license(s).

PRODUCER

DELTA DENTAL OF COLORADO

by_____

by_____

If Commission is to be split with another Producer, please complete a second Producer information form.

Return this form to your Delta Dental Account Executive or BrokerAppointments@ddpco.com. **In order for you to receive commissions from Delta Dental of Colorado, verification of your active producer's license authorized for Accident and Health must be available on <http://cdilookup.asisvcs.com/IndividualSearch.aspx>**