



**PREMIER[®]
ACCESS**

BROKER AGREEMENT

PLEASE PRINT THE FOLLOWING INFORMATION

Business/Firm Name: _____

Broker Name (if Individual entity): _____

Broker Email Address: _____

Street Address: _____

City, State, Zip: _____

Mailing Street Address: _____

City, State, Zip: _____

Business Phone: _____ Fax: _____

For Individual/Sole Proprietorship entities, please fill in the Individual license information below.

For Corporate or Partnership entities, please fill in the Corporate license information below. The writing agent on a group contract must be an endorsed agent under the Corporate license in order for commission to be paid on the group.

Health License Number: _____ License Expiration Date: _____

Please submit the following documentation with this signed Brokerage Agreement for complete processing by Premier Access Insurance Company of your appointment with the appropriate issuing company and payment of commissions:

- 1) Completed W-9 Form (Request for Taxpayer Identification Number and Certification)
- 2) Signed HIPAA Business Associate Contract
- 3) Copy of the CURRENT Individual or Corporate Health License, as designated above
- 4) Proof of Errors and Omissions Policy

This Agreement is made: _____, 20____ by and between PREMIER ACCESS INSURANCE COMPANY ("Premier"), ACCESS DENTAL PLAN, INC. ("Access Dental Plan (CA)"), and the Dental HMOs selected on Exhibit A attached to this Agreement and made a part hereof, and the Health Agent and/or Insurance Broker named on the signature page hereto ("Broker"). Hereafter in this agreement, "Company" refers to Premier, Access Dental Plan (CA), and/or the Dental HMOs selected on Exhibit A as parties to this Agreement.

Recitals

- A) Broker is duly licensed by the appropriate State agency as a health agent and/or insurance broker and in all ways necessary to perform the services contemplated hereunder.
- B) Premier is a duly licensed life and disability insurance company.
- C) Access Dental Plan (CA) is duly licensed in California as a specialized health care service plan in accordance with the Knox Keene Health Care Service Plan Act of 1975, as amended.

Please return this form and required documentation to:

Premier Access Insurance Company
Attn: Broker Relations Department
P.O. Box 659020
Sacramento, CA 95865-9020
Phone: (888)326-3210

NOW, THEREFORE, in consideration of the mutual promises contained hereunder, the parties hereby agree as follows:

1) Responsibilities and Obligations of Company

1.1..... Premier facilitates the appointment of Broker with Company to solicit all forms of insurance coverage included in this Agreement, provided Broker is or may be licensed for the type of coverage solicited in accordance with applicable law. The territory of Broker shall be wherever Broker is or may be licensed for the type of coverage solicited.

1.2..... In consideration of the services to be performed under this Agreement by Broker, Company shall pay commissions to Broker in accordance with the manner and rate set out in the Commission Table, subject to the provisions below. Company shall pay said compensation only during the term of this Agreement, provided that (1) Broker is recognized as the broker of record by each applicable group, and (2) Broker satisfies the obligations set forth in this Agreement.

1.3..... Compensation under this Agreement shall be computed only upon the sum of premium actually paid to, received and accepted by Company during the term hereof. If any premium earned by and paid to Company is adjusted, the compensation to Broker under this Agreement shall be likewise adjusted. Upon receipt of the approved group premiums, Company shall pay Broker within forty-five days the following commissions:

- (a) Groups that are currently receiving dental coverage from an existing carrier and Broker was, prior to the Group selecting Company, the broker of record, Broker shall receive the same commission percentage Broker would have received if Group remained with the prior carrier.
- (b) Groups that were receiving dental coverage from an existing carrier and Broker was not, prior to the Group selecting Company, the broker of record, Broker shall receive the commission percentages identified on the attached Commission schedule.
- (c) Groups that had not previously offered dental coverage to its employees and the Broker is now the broker of record, the Broker shall receive the commission percentage identified on the attached Company Commission schedule.

Broker shall not receive a commission under this Agreement if Company waives or substantially reduces the established premium of a group insurance policy for which Broker is the broker of record.

1.4..... Eligibility of insured and/or enrollees shall be determined by Company in its sole discretion.

1.5..... All commissions, including renewal commissions, earned hereunder shall be subject to any indebtedness (with interest thereon, at the current rate established by the Board of Directors of Company) of Broker to Company, including any indebtedness incurred by Broker under this and any other agreement entered into between him and Company. Any such indebtedness to Company shall be subject to the reversal of commissions regardless of which entity issued the applicable policy. Indebtedness means any debt, liability, or debit balance incurred resulting from our reversal of commissions under any contract maintained by Broker with Company. It also includes any amount paid by Company to settle a complaint or satisfy any judgment entered by any court, administrative agency or arbitrator related to any policy sold by Broker, or breach of Broker's duties and responsibilities under this Agreement and any other agreement entered into between him and Company, whether or not the liability for settlement or satisfaction of judgment arose after the termination of this Agreement or any applicable agreement. The provisions of this section shall survive the termination of this Agreement.

2) Responsibilities and Obligations of Broker

2.1..... Broker will introduce Company to prospective clients, and assist Company in enrolling enrollees in, and provide reasonable ongoing services to, groups and individuals which Broker has procured. Broker shall document, maintain and verify enrollment information with applicable groups for such enrollees. Broker shall promptly communicate eligibility and enrollment information to Company.

2.2..... Broker shall accept funds of subscribers and group representatives only in the form of checks made payable to "Premier Access Insurance Company" (for coverage issued by Premier or Dental HMO(s) selected on Exhibit A to this Agreement) or "Access Dental Plan" (for coverage issued by Access Dental Plan (CA)) as the case may be. Broker shall forward such checks to Premier or Access Dental Plan (CA), respectively, immediately following receipt thereof. Any failure of Broker to pay said monies as provided herein or comply with any of the provisions hereof shall effect immediate termination of this Agreement and a forfeiture of all rights of Broker hereunder and all commissions and allowances to Broker provided for herein. Broker is not authorized to handle funds on behalf of Company; however, in the event Broker handles such funds, the following provisions shall apply:

- (a) (a) All funds received for the account of Company shall at all times be segregated from the assets of Broker or his or her agent and shall be promptly deposited into a trust account in a state or federal bank authorized to do business in this State and insured by an appropriate federal insuring agency. "Promptly deposited" means deposited no later than the business day following receipt by Broker.
- (b) (b) All funds received for the account of Company shall be transmitted to Company within the close of the business day following receipt thereof.



BROKER AGREEMENT | Page 3

2.3..... Broker and its agents shall have no authority to bind coverage, alter rates, conditions or terms of Company coverage, applications or plan policies.

2.4..... Broker shall, at all times, be licensed by the appropriate regulatory State agency as a health agent and/or insurance broker and shall, upon Broker's execution of this Agreement, provide Company with written proof of same. Furthermore, Broker shall upon renewal of said license, continually provide Company, during the term of this Agreement, with copies of current licenses required by this paragraph.

2.5..... Each party shall promptly inform the other of any regulatory investigation or proceeding being conducted with respect to their activities. Broker will fully cooperate with Company in any federal, state or regulatory investigation. Broker agrees to fully cooperate with Company in the defense of any action filed against Broker and/or Company by a third party for alleged acts that occur while this Agreement is in effect. Broker shall promptly notify Company of any customer complaints with respect to policies sold pursuant to this Agreement and to cooperate with Company in resolving all customer complaints with respect to such policies, or activities of Broker. Broker shall promptly notify Company of the institution of any disciplinary proceedings related to the license issued to Broker or to Broker's employees and agents by the regulatory agency within the State where Broker is licensed. If Broker is licensed in California, Broker shall immediately inform Company if the California Department of Insurance or any other State or federal agency institutes any disciplinary proceedings related to the insurance agency or broker license issued to Broker or to Broker's employees and agents. Broker shall immediately notify Company in writing if he may not be in compliance or licensed as required by this Agreement.

2.6..... Broker shall comply with all rules, regulations and directives imposed on Premier/ Access now in force or promulgated hereafter.

2.7..... The interest of Broker in this Agreement and all rights hereunder, including specifically Broker's right to receive compensation under this Agreement, is assignable upon thirty (30) days written notice to Company and Company's approval of said notice.

2.8..... Broker shall not broadcast, publish or distribute any advertisements or other matters referring to Company not originated by Company or which is not Premier's/Access' most current advertisement or other matter produced or published by Company without first securing Premier's/Access' approval in writing. Broker shall not issue or circulate any illustration, circular, statement or memorandum of any sort misrepresenting the terms, benefits or advantages of any policy issued by Company. Broker shall not make any misleading statement as to the benefits to be received on any contract issued by Company, or as to historical or future investment performance relating to such contract, or as to the financial position of Company. Broker shall not use any information related to Company on any web site without Company's prior consent. Broker may not use Company's trademarks, service marks, trade names, logos, or other commercial or product designations for any purpose whatsoever without the prior written consent of Company.

2.9..... All prospectuses, forms, sales literature, customer lists, documentation and computer software containing the rates and values of products issued by Company, computer printouts, applications, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, are the property of Company and are furnished to Broker in confidence, and Broker agrees to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business or with the written consent of Company. All such property shall be returned to Company by Broker upon demand or upon termination of the Agreement. Upon termination of this Agreement for any reason, Broker agrees not to use any such material for his commercial purposes or for that of any other entity.

2.10..... Broker shall not, except at Broker's own expense, voluntarily make any payment, assume any liability or incur any expense on Company's behalf without the prior written consent of Company.

2.11..... Broker shall, at all times, maintain errors and omissions insurance in amounts consistent with industry standards, but no less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit of all claims filed in a policy year for Broker and its employees and agents. Upon the execution of this Agreement and no less than annually thereafter, Broker shall provide Premier/ Access with written proof of same. Broker shall give Company prompt written notice of any notice of cancellation or change of the E&O coverage.

2.12..... Broker and its agents and employees shall comply with all applicable laws, regulations and directives of the appropriate State regulatory agency where Broker offers Company dental insurance, including but not limited to laws protecting the privacy of non-public personal information about individuals, as well as all policies and procedures established by Company, as may be amended from time to time and communicated to Broker, including but not limited to those published electronically by Company. If Broker is licensed in California, Broker shall comply with all regulations or directives promulgated by the Commissioner of the California Department of Insurance and the Director of the California Department of Managed Health Care.

2.13..... Broker will market Company's products and services to groups within Company's service area, which is noted in the attached exhibit entitled "Service Area." Broker will also provide reasonable group enrollment support, as needed, to complete the marketing process.

2.14..... To the extent reasonably necessary to enable Broker to perform his or her duties hereunder, Broker shall be authorized to engage the services of any agents, solicitors, service representatives, or assistants which may be deemed proper, and may further employ, engage or retain the services of such other persons or corporations to aid or assist in the proper performance of his



duties at Broker's sole expense.

2.15..... Broker has no authority to alter or discharge any contract or to extend the time of premium payment or to waive or extend any contract provisions or conditions. Broker has no authority to alter, amend or change any promotional brochures without the prior written approval of Company. All printer matter, applications and sales literature which Company may furnish Broker shall remain the property of Company, subject at all times to its control and shall be returned to Company upon demand.

2.16..... Broker shall have no power or authority other than as herein expressly granted, and no other or greater powers shall be implied from the grant or denial of powers, specifically mentioned herein. He shall have no power or authority:

- a) To make, alter or discharge any contract in the name of Company or to bind Company;
- b) To waive a forfeiture or waive, alter or amend the performance, provisions, terms or conditions of any policy, or commit to any policy's reinstatement;
- c) To extend the time for the payment of premiums or other monies due Company;
- d) To incur any debt or liability against Company;
- e) To accept any risk or determine insurability on behalf of Company;
- f) To give credit for any application for insurance;
- g) To use Broker's own funds for the payment of any applicant's or insured's obligations under a policy;
- h) To use Company's name in connection with any financial account maintained by Broker;
- i) To initiate legal proceedings or regulatory actions in the name of Company; or
- j) To collect money for Company, except as to the collection of funds pursuant to section 2.2 of this Agreement.

2.17..... If, in the course of performance of this Agreement, Broker receives or learns personal, financial and/or health information, ("Confidential Information"), about individuals who have applied for or purchased policies from Company, Broker shall keep all Confidential Information strictly confidential, and shall not use or disclose to any affiliate or third party, either orally or in writing, any Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to the Broker consistent with applicable law. Broker shall take all precautions that are reasonably necessary to protect the security of the Confidential Information, and shall restrict access to the Confidential Information to any of Broker's employees who need to know the Confidential Information in order for Broker to perform his duties under this Agreement. Upon request, Broker shall return to Company all tangible items containing any Confidential Information received from Company, whether in hard copy or electronic format, including all copies, drafts, abstractions and compilations of the Confidential Information, without retaining any copies of the items required to be returned. The obligations of this section extend to all of Broker's employees, agents, affiliates and contractors, each of whom shall be informed by Broker of their obligations hereunder.

If Broker is required by law or by a subpoena or court or regulatory order or demand to disclose any Confidential Information, Broker shall, prior to making such disclosure, promptly notify Company in writing of such requirement and shall furnish Company with a copy of the subpoena, court order or demand, and shall allow Company an opportunity to seek a protective order or other judicial relief. This provision does not apply to audits and inquiries from state or federal regulatory agencies if Broker is legally required to provide them with access to Broker's records.

Upon learning of any unauthorized disclosure or use of any Confidential Information, Broker shall promptly notify Company and shall cooperate fully with Company to protect and/or retrieve such Confidential Information. The provisions of this Section shall survive termination or expiration of this Agreement. Notwithstanding the foregoing, with respect to personal health information relating to health insurance coverages, Broker, its employees and agents, shall by subject to and shall comply with the Business Associate Agreement, attached hereto and incorporated herein by reference.

2.18..... Broker covenants and agrees that after the termination of this Agreement, whether terminated by Company or Broker, Broker will not, directly or indirectly, by or through any partner, agent, employer, or individual or entity from or on Broker's behalf, advise, induce or attempt to induce any policyholder of Company to lapse, cancel or replace any insurance policy or account of Company. These restrictions shall last for a period of 18 months following the termination of this Agreement and shall be effective in those sales territories in which Broker sold products on behalf of Company while subject to this Agreement. In the event the Broker breaches this provision, Broker agrees that Company may compel Broker's compliance with this provision by injunction or by any other remedy at law or equity, or by any other remedy under this Agreement.

3) Relationship of Parties

3.1..... The relationship between Company and Broker is an independent contractor relationship. Broker, its employees and its agents are not employees or agents of Premier/ Access, nor is Company and its employees an employee or agent of Broker.

3.2..... It is expressly understood between the parties to this Agreement that Broker represents the insured and does not represent Company except as herein specified. Nothing in this Agreement shall create or be construed to create any exclusive authority to represent Company or to effect sales of policies with respect to a specific geographic territory or otherwise.

4) Hold Harmless

The parties hereto shall indemnify and hold each other harmless from and against all loss, damage, injury, liability, penalties and claims thereof, including reasonable attorney fees and other costs of litigation resulting directly or indirectly from the negligence, wrongful acts, or omissions of each other's employees or Brokers' performance of services related hereto.

5) Mandatory Arbitration

5.1.....The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Such negotiation shall be a condition precedent to the filing of any arbitration demand by either party. The parties agree that any controversy or claims arising out of or relating to this Agreement, or the breach thereof, whether involving a claim in tort, contract or otherwise, shall be settled by final and binding arbitration. In California, Broker shall comply with the provisions of the California Arbitration Act (California Code of Civil Procedure, Section 1280, et seq. Except as otherwise provided in this Agreement or by State law, the parties waive their right to a jury or court trial.

5.2.....The parties shall agree to arbitrate in a mutually agreeable location in the State where Broker is providing brokerage services to Company. If Broker is licensed in California, the arbitration shall be conducted in Sacramento, California, by a single, neutral arbitrator who is licensed to practice law in California. These arbitration proceedings are initiated by the complaining party serving a written demand for arbitration upon the other party. The written demand shall contain a detailed statement of the matter and facts supporting the demand and include copies of all related documents. Company shall provide Broker with a list of three neutral arbitrators from which Broker shall select its choice of arbitrator for the arbitration. Each party shall have the right to take the deposition of one individual and any expert witness designated by another party. At least thirty (30) days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits to be used at the arbitration. Arbitration must be initiated within six (6) months after the alleged controversy or claim occurred by submitted a written demand to the other party.

5.3.....The failure to initiate arbitration within that period constitutes an absolute bar to the institution of any proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to make material errors of law or to award punitive damages or to add to, modify or refuse to enforce any agreements between the parties. The arbitrator shall have no authority to make findings of fact and conclusions of law and shall have no authority to make any award which could not have been between the parties. The prevailing party, or substantially prevailing party's costs of arbitration, is to be borne by the other party, including reasonable attorneys' fees.

6) Term

This Agreement shall commence on the effective date set forth in Section 14 and continue until the occurrence of one of the events set out in Section 7.

7) Termination Provisions

This Agreement shall be terminated as follows:

- 7.1.....Upon either party giving notice to the other in the event of abandonment, insolvency or gross and willful misconduct on the part of such other party;
- 7.2..... Sixty (60) days after the date one party gives advance written notice of termination to the other party;
- 7.3..... the date of termination, bankruptcy, receivership or insolvency of either party's business, unless the parties otherwise agree;
- 7.4..... the date of nonrenewal of Broker's appointment or state license;
- 7.5..... the date fraud, embezzlement or other felony on the part of either party hereto, their agents or employees is discovered; or
- 7.6..... any date mutually agreed to in writing by the parties hereto.

8) Records

8.1.....The parties hereto shall maintain adequate records relating to the business contemplated hereunder in accordance with their respective customary practices and applicable law.

Such records shall be maintained for a period of at least five (5) years. Each party hereto, their authorized representatives and appropriate federal and State regulatory agencies will have the right, at all reasonable times and to the extent permitted by law,



to inspect and duplicate all such records, provided, however, that such examinations be carried out in a manner that reasonably protects the confidentiality of an individual's dental information. The obligation to maintain such records and provide such information shall not terminate upon the termination of this Agreement.

8.2..... Broker agrees to maintain complete and accurate records of his activities in the performance of this Agreement, including but not limited to, the marketing and sale of Company products. Broker shall make available to Company for examination, review and audit Broker's files, books and records pertaining to his activities under this Agreement and respecting Company products, insureds and customers, and Broker shall cooperate to the fullest extent with such examinations, reviews and audits. All records, books and papers of Broker or any subcontractor of Broker providing services to Access Dental Plan (CA) shall be open to inspection during normal business hours by the Department of Managed Health Care. Any and all original records described above or as may otherwise be related to Broker's activities in connection with Access Dental Plan (CA)'s business shall be located in California, and accessible in California for any other contracted party.

- (a) Broker shall preserve books, records and papers related to the services provided in this Agreement for a period of not less than five (5) years from the date such books, records or papers were created, the last two (2) of which shall be in an easily accessible place at Broker's office. After such books, records and papers have been preserved for two years, Broker may warehouse or store, subject to their availability to Company. If Broker offers Access Dental Plan (CA)'s prepaid dental products in California, Broker agrees to make his or her records available to the Director of the Department of Managed Health Care not more than five (5) days after request therefore. The obligation to comply with this section remains whether the Agreement is terminated, whether by rescission or otherwise.
- (b) Broker's books and records shall include a current list of the names and addresses of its partners, if any, and all employees who act as solicitors on behalf of Broker with respect to Access Dental Plan (CA)'s dental products.

9) Amendments

All amendments to this Agreement proposed by Broker must be agreed to in writing in advance by Company. Any amendments to this Agreement by Company will be deemed effective thirty (30) days after written notice is given to Broker of the amendment. Amendments required because of legislative, regulatory or other legal authority will be effective immediately upon Broker's receipt of the notice of amendment.

10) Entire Agreement

All agreements heretofore entered into by and between the parties hereto, whether oral or in writing save as hereinafter excepted, are hereby released, abrogated and declared to be null, void and of no effect, any stipulation contained therein to the contrary notwithstanding, except such agreements or parts thereof relating to:

- a) Any indebtedness of Broker to Company and liens created in connection therewith;
- b) Any liabilities or obligations previously assumed or incurred by Broker and owing to or running for the benefit of Company and liens created in connection therewith; and
- c) The right to commissions hereafter accruing and earned under any prior agreement between the parties hereto, subject to the offsets and counterclaims.

11) Governing Law

This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the State laws that govern Broker's insurance business, including the services it provides to Company. If Broker is licensed in California, Broker shall comply with the California Insurance Code, the Knox-Keene Health Care Service Plan Act of 1975, as amended, Title 28, California Code of Regulations, and any pronouncements issued by the Insurance Commissioner and any other applicable laws of the State of California.

12) Severability

If any of the provisions hereunder are invalid by any applicable statute, rule of law or judgment of a court of competent jurisdiction, they are, to that extent, deemed omitted, and shall not affect or nullify the remainder of this Agreement.

13) Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or overnight courier, or facsimile, addressed as follows (please enter your address below):

Premier Access Insurance Company
P.O. Box 659020,
Sacramento, CA 95865-9020
Attn: Chief Marketing Officer
FAX: 866.379.3247

Broker Address: _____



BROKER AGREEMENT | Exhibit A

14) Effective Date

This Agreement is effective on: _____, 20____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first written above.

BROKER NAME: _____

Authorized Signature: _____

Print Name: _____

On behalf of PREMIER ACCESS INSURANCE COMPANY, ACCESS DENTAL PLAN, INC. and any Dental HMOs selected as contracted parties on Exhibit A

Authorized Signature: _____

Print Name: _____

*AGGREGATE PREMIUM	PERCENTAGE
\$0 — \$10,000	10%
\$10,001 — \$20,000	7.5%
\$20,001 — \$30,000	5%
\$30,001 — \$50,000	2.5%
\$50,001 — \$250,000	1.5%

*Subject to the provisions in the Brokerage Agreement, premiums approved by Company shall be used to calculate commission percentages on a per month, per group basis, with the accumulating group contract aggregate of premiums determining each month's commission percentage.



BROKER AGREEMENT | Exhibit A

Dental HMOs

As of the Effective Date, below are the applicable licensed subsidiaries and affiliates which are eligible parties under the Agreement. This list may be amended from time to time by Premier and/or Access Dental Plan (CA) upon notice or other general announcement consistent with their policies and procedures. The parties must be selected below by placing Broker's initials next to the issuing company/companies.

Broker

Initial Selected Company

_____ Access Dental Plan of Nevada, Inc., duly licensed in Nevada as a prepaid limited health services organization under Nevada Revised Statutes 695F.

_____ Access Dental Plan of Utah, Inc., duly licensed in Utah as a limited health plan under the Insurance Code of the State of Utah.

_____ Blue Hills Dental Plan of Arizona, Inc., a duly registered corporation with the Arizona Corporation Commission.