



Broker Agreement

between

Appleton Dental Plan, LLC

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Appleton Dental Plan hereby appoints Broker, and Broker hereby agrees to represent Appleton Dental Plan to groups within the state of Arizona for purposes of selling to such groups the Appleton Dental Plan dental benefit product in accordance with the laws of the State of Arizona and the terms of this Agreement. Broker understands and agrees that the rights herein stipulated are not assigned to the Broker on an exclusive basis. Broker further understands that Appleton Dental Plan is not a dental insurance program but rather a dental program allowing its' members to receive dental services from certain third-party providers at discounted rates.

2. Appleton Dental Plan agrees to pay the Broker, while this Agreement remains in force, as full compensation hereunder as follows:

- a. Commissions equal to **30%** of the total dollars collected as premiums from dental plan members procured and enrolled by Broker, covering only the first twelve (12) months of each of such members' membership in the dental program / plan of Appleton Dental Plan. Commissions on renewals will be paid at **20%** thereafter.
- b. Commissions will be paid the first of the following month from enrollment date on commissions over \$100; otherwise, commissions will be paid on a quarterly basis.
- c. Upon thirty (30) days' written notice, Appleton Dental Plan reserves the right to revise the commissions to be paid under this Broker Agreement pertaining to individual/group policies which are executed after such notice.

3. Broker agrees to:

- a. Deliver to Appleton Dental Plan, complete enrollment documentation and premium payments in full within three (3) working days after receipt.
- b. Be governed by all rules, regulations, and instructions of Appleton Dental Plan, together with all regulations instituted from time to time and to observe and comply with all laws and regulations of Arizona.
- c. Aid in the care and conservation of Appleton Dental Plan business and provide prompt service to prospective individuals and groups.

4. Broker has no authority and agrees not to: bind Appleton Dental Plan by any promise or agreement; or incur any debt, expense or liability whatever in Appleton Dental Plan's name or account; or waive any of the provisions of the discount plan.

5. Broker agrees that this Agreement shall terminate:

- a. Without "Cause", thirty (30) days following written notice by either party mailed to the address of the other party denoted herein. Notice of address changes must be given to the other party in writing.
- b. Within ten (10) days of a written notice for "Cause". "Cause" for purposes of this Agreement shall be construed to be one or more of the following occurrences:
  1. Broker does not abide by Appleton Dental Plan premium rates and rules.
  2. Broker does not deliver enrollment and funds within the timeframe specified herein.
  3. Broker does not obtain or maintain current licenses in the State of Arizona.
  4. Broker does not abide by any of the terms and conditions of this Agreement.
  5. Appleton Dental failure to pay commissions in accordance with this Agreement.
  6. Appleton Dental failure to abide by the terms and conditions of this Agreement.
- c. Broker will be immediately terminated for any act of dishonesty or fraud. Upon the occurrence of any such event, either before or after termination of this Agreement, all of the Broker's rights under this Agreement, including rights to any commissions to which the Broker might otherwise become entitled, shall thereupon cease.
- d. In the event of termination in accordance with paragraph 5.b., all of Broker's rights under this Agreement, including rights to any commissions to which Broker might otherwise become entitled, shall thereupon cease.
- e. In the event of termination in accordance with paragraph 5a., Appleton Dental Plan agrees to continue thereafter payment of commissions to Broker for which Broker is entitled under paragraph 2 herei.

6. Broker agrees that:

- a. This Agreement supersedes all previous contracts and agreements between Broker and Appleton Dental Plan.
- b. Failure of Appleton Dental Plan to insist upon strict compliance with any of the conditions of this Agreement or the rules of Appleton Dental Plan shall not be construed as a waiver of any such conditions or rules, but they shall continue to be in full force and effect.
- c. No oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing, executed on behalf of the Appleton Dental Plan.

7. Indemnification:

- a. Each party hereto shall indemnify, defend, and hold harmless the other party against any claim, action or liability, including without limitation defense costs, reasonable attorneys' fees, punitive or exemplary damages, penalties, and fines which either party may become obligated to pay as a result of:
  1. the failure of the indemnifying party or its agents to comply with any law, regulation, or rule of any governmental jurisdiction;
  2. any act, error, or omission committed by the indemnifying party or its agents causing loss to a third party; or

3. any act, error, or omission committed by the indemnifying party or its agents in carrying out any of its duties and/or obligations under this Agreement; provided, however, that the indemnification obligation exists only to the extent the party seeking indemnification has not by its own actions (or those of an agent) caused, contributed to, or compounded the loss, damage or liability for which indemnification is sought.

b. Without limiting the generality of the foregoing, in the event Appleton Dental Plan is cited by an insurance department or regulatory authority for noncompliance or alleged noncompliance with any law or regulation, which citation is caused by Broker (or agents) in the performance of its soliciting, procuring or marketing activities, Broker shall indemnify, defend, and hold harmless Appleton Dental Plan for any (a) legal or administrative expenses incurred by Appleton Dental Plan to cure such citation, and (b) monetary fine or penalty assessed against or imposed upon Appleton Dental Plan.

8. Broker understands and agrees that:

- a. Appleton Dental Plan reserves the right to discontinue or withdraw any dental program/ plan and to determine the commissions not included in the Broker Cost Summary, which are not, or may hereafter, be offered by Appleton Dental Plan.
- b. If Appleton Dental Plan, for any reason, refunds any premium or part of a premium on any policy, any commissions paid to the Broker on the amount of premium refunded shall be repaid to Appleton Dental Plan by Broker.

I direct my compensation to be made payable and mailed as follows:

\_\_\_\_\_

\_\_\_\_\_  
Broker Name (Payee)

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Social Security or Tax Identification Number

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Appleton Dental Plan Signature

\_\_\_\_\_  
Date:

Appleton Dental Plan, LLC  
18325 N. Allied Way  
Phoenix, Arizona 85054

www.Appletondentalplan.com  
Office: 602-957-6453 Fax: 480-941-4390  
Email: info@Appletondentalplan.com