

BROKER AGREEMENT

This Broker Agreement (this “**Agreement**”) is made effective as of the ___ day of _____ by and between DENTAQUEST USA INSURANCE COMPANY, INC., a Texas corporation, DENTAQUEST NATIONAL INSURANCE COMPANY, INC., a Texas corporation, and DENTAQUEST OF FLORIDA, a Florida corporation (collectively called “**DentaQuest**”), and the undersigned Broker (“**Broker**”). DentaQuest and Broker are each referred to herein individually as a “Party” and together as the “Parties.”

WHEREAS, DentaQuest is authorized to operate dental plans in various states;

WHEREAS, Broker represents insureds (referred to herein, as “**Broker Clients**”) in placing various health and health related insurance products with insurance companies; and

WHEREAS, from time to time Broker may request that DentaQuest underwrite and issue dental benefit plan contracts (“**Benefit Contracts**”) for Broker Clients and DentaQuest, in its sole discretion, may agree to underwrite and issue Benefit Contracts to such Broker Clients.

NOW THEREFORE, the Parties, for and in consideration of the mutual reciprocal covenants and agreements hereinafter contained, and intending to be legally bound thereby, do contract and agree as follows:

1. This Agreement shall run for an indefinite period subject to termination at any time by either the Party pursuant to Section 11 below. Whenever the singular form or masculine gender occurs in this Agreement, as to either DentaQuest or Broker, the substitution of the respective plural form is understood in the case of a partnership or feminine gender in the case of a corporation.
2. Broker may from time to time request that DentaQuest underwrite and issue Benefit Contracts to Broker Clients. DentaQuest appoints the Broker to solicit all forms of insurance coverage included in this Agreement provided he is licensed for the type of coverage solicited in accordance with applicable law. The territory of the Broker shall be wherever he is licensed for the type of coverage solicited. Nothing in this Agreement shall create or be construed to create any exclusive territory to represent DentaQuest or effect the sale of Benefit Contracts with respect to a specific geographical territory or otherwise.
3. DentaQuest shall pay the Broker Commissions with respect to premiums actually received by DentaQuest from Benefit Contracts underwritten by DentaQuest for Broker Clients (i) based on the number of lives covered under the plans for which actual monthly premiums have been received by DentaQuest, and (ii) in accordance with the applicable Commission Addendums to this Agreement. For the purposes of this Agreement, the term “Commissions” shall be defined broadly to include any compensation paid by DentaQuest to Broker on DentaQuest’s behalf in exchange for the services provided by the Broker and described in this Agreement. For purposes of determining the aggregate number of lives covered by a Benefit Contract in any month, an insured person and all eligible dependents shall be considered one life. Commission rates are based on the number of lives during the month premiums are actually received by DentaQuest, and are payable to Broker by the end of the following month. DentaQuest reserves the right to change the commission rate for all future Benefit Contracts with notice to Broker. The Commissions shall be paid to Broker with respect to the initial terms of each Benefit Contract and with respect to all renewals thereof, provided Broker remains producer of record of Broker Client for the applicable Benefit Contract. Any disputes as to who is the producer of record shall be resolved by DentaQuest in its sole discretion. DentaQuest will only accept applications and issue Benefit Contracts in

jurisdictions in which at least one of the DentaQuest entities listed in the introductory paragraph is authorized to transact business.

4. Commissions will only be eligible to be paid on such business for the time period which Broker has been designated “Agent of Record” or “Broker of Record” in writing by the insured and the insured’s Benefit Contract remains effective with DentaQuest. Any change in “Agent of Record” or “Broker of Record” designation by an insured must be in writing on the plan sponsor’s letterhead and signed by an authorized company officer or other insured personnel acceptable to DentaQuest. An “Agent of Record” or “Broker of Record” letter that designates a change for Commission payments (including a change in the receipt of such payments) will become effective on the first of the month following receipt by DentaQuest unless another future date is designated in the letter, and Broker agrees that such change may apply retroactively.
5. Broker represents and warrants that: (i) Broker and its representatives will hold all required licenses to solicit and sell dental programs, including applicable producer/broker licenses, in all of the jurisdictions in which Broker will request that DentaQuest issue Benefit Contracts; and (ii) Broker and its representatives have satisfied all applicable requirements for Broker to enter into a written agreement with the insured and/or make disclosures to the insured. Commission payments will terminate if Broker’s license to solicit and sell dental programs is terminated, revoked, suspended or otherwise not valid. Broker warrants that it and its employees and representatives will comply with all applicable laws and regulations in connection with its activities under this Agreement. Broker’s and its representatives’ activities under or related to this Agreement, including, without limitation, the solicitation and sale of dental programs and all related services shall be referred to as the “Services.”
6. Broker shall have exclusive control of, and exercise its own judgment as to marketing, management and operation of its business, including the persons it will represent, as well as the methods, details, time and place of its business, subject to compliance with policies and procedures of DentaQuest as issued to the Broker from time to time. The relationship of the Parties is non-exclusive and each Party may transact the types of business contemplated under this Agreement with other persons.
7. Broker shall not represent that it is the agent of DentaQuest and shall not use the DentaQuest name in any solicitation or advertising materials, unless such materials have been approved by DentaQuest in writing prior to use. Nothing in this Agreement shall be construed as DentaQuest granting Broker any express, implied or apparent authority to act on behalf of DentaQuest. Broker acknowledges the decision to issue Benefit Contracts is in the sole discretion of DentaQuest and Broker has no authority to enter into contracts on behalf of DentaQuest nor to make any commitments or incur any obligations on behalf of DentaQuest. Broker shall not: (a) make, alter or discharge any contract in the name of DentaQuest or to bind DentaQuest to any contract; (b) waive a forfeiture or waive, alter or amend the performance, provisions, terms or conditions of any Benefit Contract or commit to any Benefit Contract’s reinstatement; or (c) extend the time for the payment of premiums or other monies due DentaQuest.
8. Broker shall have no authority to bill or collect premiums on Benefit Contracts, and Broker agrees to promptly remit to DentaQuest any premiums received by Broker on Benefit Contracts placed pursuant to this Agreement. All premium checks collected pursuant to a Contract shall be payable to the order of the DentaQuest entity that issued the Benefit Contract.

9. Broker agrees not to, and is not authorized to, vary or change in any manner the printed portions of the DentaQuest dental plans that relate to the Benefit Contracts, or commitments or forms or to represent to any group, subscriber, or other person the availability of any benefit which is not provided by the DentaQuest dental plan offered under the relevant Benefit Contract. The Broker shall use no advertising material, prospectus, proposal or representation either in general or with respect to a particular Benefit Contract, unless furnished by DentaQuest. The Broker shall not use any information about DentaQuest on any Broker web site without the express written consent of DentaQuest. The Broker may not use DentaQuest's trademarks, service marks, trade names, logos, or other commercial or product designations for any purpose whatsoever without the prior written consent of DentaQuest.
10. It is acknowledged that this is not a contract of employment and nothing contained herein shall be construed to create a relationship of employer and employee or principal and agent between DentaQuest and Broker.
11. This Agreement is terminable at will by either Party upon at least 30 days' notice to the other Party. This Agreement may be terminated immediately upon notice for cause, which cause shall include, but is not limited to, fraud, misrepresentation, misappropriation of funds, and/or professional misconduct. This Agreement will automatically terminate if Broker's license to sell dental programs is terminated, revoked, or suspended for any reason. Upon termination, Broker shall return to DentaQuest all documents and materials provided by DentaQuest in the possession of Broker (if applicable). DentaQuest reserves the right to revoke the Broker's authority to sell any insurance product hereunder at any time, upon written notice to Broker.
12. Broker's records and control of expirations shall be the property of Broker and left in its undisputed possession provided that Broker has paid all moneys owed to DentaQuest. If Broker fails to pay money due to DentaQuest, the records and control of all expirations on business placed with DentaQuest shall become the property of DentaQuest.
13. To the extent that the Services include or are deemed to include delegated functions that relate to a Qualified Health Plan Issuer as such term is used in 45 CFR s. 156.340 ("QHP"), including, without limitation, QHP Contracts that relate to Federally-Facilitated Exchanges and State-Based Exchanges on the Federal Platform ("Exchange Business"), the Broker agrees to comply with the terms and provisions of Addendum B (Delegation Addendum) and Addendum C (Integrity Rules) in all instances.
14. 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 DentaQuest, including unauthorized premium quotations. DentaQuest's liability hereunder shall be limited to amounts due Broker for Commissions earned and payable.
15. This Agreement sets forth the entire understanding of the Parties with respect to its subject matter and subject to a Commission Modification (defined below), it may not be altered except by written agreement by all Parties hereto. Notwithstanding the foregoing, DentaQuest may amend or restate Addendum A by sending a copy to Broker at least 30 days prior to its effective date (a "Commission Modification"). If Broker does not object to such Commission Modification in writing within such 30-day notice period, Broker shall be deemed to have accepted the

Commission Modification as of the end of the 30-day notice period. In the event Broker objects within the 30-day notice period by providing written notice to DentaQuest and the Parties cannot resolve the dispute, the Broker may terminate this Agreement, effective upon 30-days written notice to DentaQuest.

16. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns; provided, however, Broker may not assign this Agreement without the written consent of DentaQuest.
17. This Agreement shall be governed by and construed in accordance with the laws of Massachusetts.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

DentaQuest USA Insurance Company, Inc.

By: _____

Name (print): _____

Title: _____

By: _____

Name (print): _____

Title: _____

DentaQuest National Insurance Company, Inc.

By: _____

Name (print): _____

Title: _____

By: _____

Name (print): _____

Title: _____

DentaQuest of Florida, Inc.

By: _____

Name (print): _____

Title: _____

By: _____

Name (print): _____

Title: _____

BROKER

By: _____

Name (print) _____

Title: _____

ADDENDUM A

Except as set forth below, DentaQuest shall pay to Broker Commissions based on the number of lives covered, as defined in Paragraph 3 of this Agreement, for which actual monthly premiums have been received by DentaQuest under the Benefit Contracts, as follows:

A. For DentaQuest exchange certified plans sold on state exchanges, the federally facilitated marketplace and off exchanges:

(a) 5% of the monthly premiums received as Commission.

B. For DentaQuest Personal Dental Plans:

(a) Refer to chart below for Commissions by state of the monthly premiums received.

State	Commissions
Virginia	10.00%
Florida	10.00%
Texas	14.25%
Pennsylvania	15.00%
Georgia	15.00%
Arizona	15.00%
Illinois	15.00%
Tennessee	10.00%
Ohio	10.00%
Missouri	15.00%
Indiana	10.00%
Louisiana	10.00%

ADDENDUM B

DELEGATION ADDENDUM

This Delegation Addendum ("Addendum") effective as of the effective date ("Addendum Effective Date"), is by and between DENTAQUEST USA INSURANCE COMPANY, INC., a Texas corporation, DENTAQUEST NATIONAL INSURANCE COMPANY, INC., a Texas corporation, and DENTAQUEST OF FLORIDA, a Florida corporation (collectively called "**DENTAQUEST**"), and the Producer/Broker (the "Delegate").

Whereas, DentaQuest and Delegate are Parties to a Broker Agreement ("Broker Agreement ") pursuant to which Delegate solicits and sells dental contracts for the provision of covered services to members ("Members"), as has been and may be amended from time to time. Capitalized terms not herein defined shall have the meaning set forth in the Broker Agreement.

Whereas, DentaQuest is accountable for the provision of managed care services and desires to delegate certain of the managed care services to Broker in accordance with the terms specified in this Addendum.

I. GENERAL TERMS AND CONDITIONS

- A. DentaQuest shall be accountable for the performance of all managed care program related services.
- B. Delegate agrees to participate, cooperate, and perform certain managed care program related services in accordance with the standards, policies and procedures set forth in this Addendum. Delegate agrees to maintain full compliance with applicable state and federal requirements and with those established by the National Committee for Quality Assurance (NCQA). DentaQuest and Delegate agree and understand that this Addendum makes references to NCQA and the Delegate shall use efforts to comply with NCQA standards for accreditation.
- C. Before the performance of any activities is delegated to Delegate, DentaQuest shall conduct a comprehensive assessment of Delegate's ability and administrative capabilities to perform such activities. Upon prior written notice and during reasonable business hours, Delegate shall provide DentaQuest representatives with reasonable access to all relevant and necessary information pertaining to Members.
- D. The provisions of this Addendum regarding Delegated Activities shall supersede the inconsistent provisions of any exiting agreement between DentaQuest and Delegate.

II. DELEGATION ACTIVITIES

DentaQuest shall delegate to Delegate each of the managed care program related services described in this paragraph II (the "Delegated Activities"). The Delegated Activities will exclusively consist of assisting consumers and small businesses in procuring dental coverage options through the Affordable Care Act Health Insurance Marketplace, by the review and comparison of plans and benefit features, making plan choice recommendations and assisting

in completing eligibility and enrollment form as well as the review of plan renewals and plan modifications.

For all Delegated Activities, DentaQuest shall provide Delegate with DentaQuest's policies and procedures, protocols and standards applicable to the Delegated Activities, as amended from time to time. Delegate may utilize its own policies and procedures for the Delegated Activities, provided they are consistent with DentaQuest, state and federal requirements, and/or NCQA standards for accreditation.

Delegate represents that all personnel involved in the Delegated Activities maintain appropriate licenses, certification or any other permits as required by law. Delegate has the responsibility of notifying DentaQuest in any instance of non-compliance related to above. In addition, Delegate agrees to participate in any applicable training programs as determined by DentaQuest.

Delegate represents that it possesses and will possess at all times during the term of this Addendum, policies of general liability insurance that provide coverage for the performance of the Delegated Activities. Upon request, Delegate shall provide DentaQuest with evidence of such coverage.

III. SUB-DELEGATION

Delegate shall not further delegate the performance of any Delegated Activities to any other organization without providing ninety (90) days advanced written notice to DentaQuest.

IV. MAINTENANCE OF INFORMATION AND RECORDS

Delegate shall maintain all information and records reviewed or created in connection with performing the Delegated Activities in a form acceptable to DentaQuest and shall permit DentaQuest to review and copy such information and records in accordance with the requirements of the law. The reasonable cost of copying such requested information and records shall be borne by DentaQuest. Delegate shall retain all such records for a period of at least ten years, as such other period required by applicable law. Delegate shall also furnish or provide access to or bring/send all pertinent information and records to DentaQuest for auditing purposes or review by regulatory and accrediting agencies performing review of DentaQuest including, but not limited to NCQA and CMS.

V. REPORTING OBLIGATIONS

Delegate shall provide DentaQuest with periodic written reports regarding Delegated Activities and other reports as required within time frames as requested by DentaQuest. Delegate shall provide all required reports in a format as determined jointly, in good faith, between DentaQuest and Delegate.

VI. MONITORING/AUDITS

DentaQuest shall oversee Delegate's performance of Delegated Activities including but not limited to:

- A. On-site audit, at least annually, or more often if necessary, of Delegate's performance of the Delegated Activities and provision of written summary of audit results.
- B. More frequent evaluations involving assessment of the Delegate's performance including both compliance with applicable standards and the extent to which the Delegate's activities promote the organization's overall goals and objectives for the delegated function, as may be required by the applicable accrediting or regulatory requirements or agencies.
- C. Implementation and monitoring of corrective action plan(s) or improvement plans and progress towards full compliance.
- D. Submission of regular written reports by Delegate to DentaQuest.

VII. CORRECTIVE ACTIONS

If DentaQuest has reason to believe the Delegate is not carrying out the Delegated Activities in accordance with the terms of this Addendum, DentaQuest may take such steps as it deems necessary, including but not limited to, the following:

- A. Focused audit of Delegate's performance of the Delegated Activities, upon advance written notice.
- B. Require Delegate to submit, within a specified time frame, a corrective action plan to address any compliance or other problems identified by DentaQuest.
- C. Require Delegate to implement, by a specified time, a corrective action plan approved or developed by DentaQuest with DentaQuest's assistance as needed.
- D. Revoke or change delegation for specific Delegated Activities.
- E. Terminate this Addendum and revoke the delegation of all Delegated Activities, upon notice to Delegate, as described in the following section.

VIII. REVOCATION OF DELEGATED ACTIVITIES

DentaQuest may revoke any or all Delegated Activities if DentaQuest determines that they:

- A. are not being performed in accordance with the terms of this Addendum;
- B. conflict with the standards, protocols, policies and procedures established by DentaQuest;
- C. if Delegate's performance of delegated activities is inconsistent with, or in violation of applicable law and regulations;
- D. threaten DentaQuest's licensure or accreditation by any accrediting body; or
- E. it is no longer in DentaQuest's best interests to delegate the activities of this agreement.

DentaQuest shall provide Delegate with thirty (30) calendar days prior written notice specifying the Delegated Activities which DentaQuest intends to revoke, unless DentaQuest determines that Delegate's continued performance of Delegated Activities presents a risk of harm to Members, in which case the Delegated Activities shall be revoked immediately. If Delegate does not conform to the applicable standards, protocols, policies and procedures within such thirty (30) calendar day notice period, DentaQuest shall send a second written notice to Delegate confirming the revocation of the Delegated Activities.

Notwithstanding any other provisions of the Addendum, the written notices from DentaQuest to Delegate under this section shall be deemed valid and enforceable modifications to the Addendum.

Upon revocation of any of the Delegated Activities, DentaQuest shall resume responsibility for performing such activities, and Delegate and its providers shall continue to cooperate, participate and comply with DentaQuest with respect to the performance of such activities.

Notwithstanding DentaQuest's right to revoke Delegated Activities, Delegate's failure to perform the Delegated activities shall be a breach of the Addendum. In such event, DentaQuest may exercise all of its rights and remedies described herein to enforce the Addendum including the right of termination.

IX. PROTECTED HEALTH INFORMATION

DentaQuest and Delegate agree to the attached Business Associate Agreement in Exhibit A.

X. TERMINATION

A. Termination of Broker Agreement

Notwithstanding anything in this Addendum to the contrary, this Addendum shall terminate upon the same terms and at the same time as the Broker Agreement.

B. Revocation

This Addendum shall terminate on the date of any decision by DentaQuest to revoke all Delegated Activities pursuant to Section VIII above.

XI. NOTICE OF AMENDMENT

DentaQuest may amend this Addendum by providing thirty (30) days' written notice to Delegate. Such amendment shall be binding upon DentaQuest and Delegate at the end of the thirty (30)-day period and shall not require the consent of Delegate unless (i) Delegate provides DentaQuest with notice of objection within the thirty (30)-day period, (ii) the change has a material adverse economic effect upon Delegate as reasonably determined by Delegate, and (iii) such change is not made in order to comply with state or federal law. In the event the Parties are not able to agree to such an amendment, DentaQuest shall have the right to terminate the Broker Agreement and this Addendum pursuant to the terms of the Broker Agreement.

The Parties hereby agree to this Addendum, effective as of the Effective Date set forth above.

ADDENDUM C

Qualified Health Plan Program Integrity Rules for Delegated and Downstream Entities Addendum

To the extent that the Broker is deemed a delegated entity in accordance with 45 C.F.R. § 156.340, Broker hereby agrees as follows:

(a) In the course of performing the duties and obligations set forth in the Agreement (collectively referred to as “Duties”), Broker may constitute a “delegated entity” and may contract with other entities that constitute “downstream entities,” as such terms are defined in 45 C.F.R. § 156.20, to assist in performing its Duties;

(b) Broker shall comply with all applicable laws and regulations, including but not limited to the provisions of 45 C.F.R. Parts 155 and 156, to the extent relevant, in performing its Duties;

(c) Broker shall grant access to its books, contracts, computers, or other electronic systems (including medical records and documentation), relating to Broker’s compliance with applicable provisions under 45 C.F.R. Parts 155 and 156 in connection with its Duties, to DentaQuest and the U.S. Department of Health and Human Services (“HHS”) and its Office of Inspector General (or their designees), for the duration of the period in which the Agreement is effective, and for a minimum of ten (10) years from the date the Agreement terminates;

(d) Broker shall include in its contract with any downstream entities, and require such downstream entities to include in their contracts with other downstream entities, language that is the same or substantially similar to that contained in this Addendum and which expressly requires each downstream entity to: (i) comply with all applicable laws and regulations, including but not limited to the provisions of 45 C.F.R. Parts 155 and 156, to the extent relevant, in performing or assisting in the performance of Duties; and (ii) grant access to its books, contracts, computers, or other electronic systems (including medical records and documentation), relating to such downstream entity’s compliance with applicable provisions under 45 C.F.R. Parts 155 and 156, in connection with Duties, to DentaQuest and HHS and its Office of Inspector General (or their designees), for the duration of the period in which the Agreement is effective, and for a minimum of ten (10) years from the date the Agreement terminates;

(e) Upon request, Broker shall furnish DentaQuest with a copy of the pertinent contract language (including amendments thereto) between Broker and any downstream entities, and among two or more downstream entities, as applicable, to demonstrate compliance with subsection (d). Such contract language (including amendments thereto) shall be furnished to DentaQuest as soon as practicable following its adoption;

(f) In the event that DentaQuest or HHS determines that Broker, or any downstream entity with whom Broker contracts as described in subsection (a), has not satisfactorily performed the Duties, DentaQuest shall have the right to revoke all or any part of such Duties.

(g) The provisions of this Addendum shall in no way be interpreted as an assumption by DentaQuest of legal liability for the actions of Broker or any downstream entities, including but not limited to malpractice liability.