Unless otherwise negotiated, COMPANY agrees to establish commission rates based upon

:

**POOL Rated Group Programs**

Pool rated groups include any DDNE dental program or vision program sold on a pool rated

basis. All pool rated groups covered by this Agreement are sold at rates pre-established by

DDNE.

Unless otherwise negotiated, COMPANY agrees to pay PRODUCER a commission as noted on

Exhibit A of this Agreement on behalf of any qualified group administrator designating

PRODUCER as “Agent of Record” per DDNE’s Master Dental Group Contract Application and

Master Vision Group Contract Application and signed by such qualified group administrator and

PRODUCER or signed by such qualified group administrator and PRODUCER.

**INDIVIDUALLY Rated Group Programs**

1.

projected annual revenue at the time of underwriting and pay PRODUCER at the established

rates on first year and subsequent years’ premium paid in cash to DDNE under any individually

rated group dental program or group vision program sold by DDNE, is advised in advance of

quoting rates that the PRODUCER is designated as Agent of Record for the specific group.

**INDIVIDUAL AND FAMILY Insurance Programs**

Unless otherwise negotiated, COMPANY agrees to pay PRODUCER a commission as noted on

Exhibit A of this Agreement for premium paid in cash to DDNE on all individual/family

insurance policies offered, including those consistent with the terms of the Patient Protection and

Affordable Care Act on which PRODUCER is designated as the Agent of Record for the specific

individual/family policy.

, pursuant to the Independent Producer Agreement by and among

**COMMISSION AGREEMENT**

**COMMISSION AGREEMENT**

This

(the “Agreement”) is made this \_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“PRODUCER”)

and Delta Dental of Nebraska, a Nebraska nonprofit corporation (“DDNE”) or (“COMPANY.”)

**WHEREAS**

PRODUCER and DDNE, PRODUCER has agreed to solicit the sale of and sell a portion of

DDNE’s insurance programs and policies (the “IPA”); and

**WHEREAS**

, pursuant to the IPA, compensation for the solicitation of and sale of such

insurance programs and policies shall be as set forth in this Agreement.

**NOW THEREFORE**

, for good and valuable consideration, the receipt and adequacy of

which are hereby acknowledged, PRODUCER and COMPANY hereby agree as follows:

**COMPENSATION**

No assignment, transfer or disposal of any interest that PRODUCER may have on

(d)

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 to COMPANY

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 PRODUCER’s

commission for such period and adjustment made on next commission payment or refunded at

COMPANY’s option.

(e)

Any indebtedness of PRODUCER to COMPANY shall be first lien against any

commissions due PRODUCER or his, her, or its representative or assigns under this Agreement

and the IPA and such commissions shall be applied to liquidate such indebtedness.

(f)

which this Agreement is executed have not been terminated.

account of the Agreement shall be made at any time without written approval of COMPANY.

(g)

COMPANY may, at its option, be responsible for enrolling and servicing the

group or individual, and PRODUCER hereby agrees to abide by the elected option of

COMPANY, however, in either event, PRODUCER agrees to render satisfactory services as

directed by COMPANY.

(h)

By signing this Agreement, PRODUCER represents that PRODUCER is a duly

licensed insurance producer in the States in which PRODUCER is conducting sales and that no

disciplinary actions are pending against PRODUCER.

*[Rest of page intentionally left blank. Signature page follows.]*

2

i.

2.

:

(a)

This Agreement, including, but not limited to, the effective date, term, and

termination provisions, shall be governed by the terms set forth in the IPA. In the event of an

inconsistency between this Agreement and the IPA, the IPA shall govern.

(b)

PRODUCER’s territory for purposes of this Agreement and the IPA is Nebraska.

(c)

Commissions, subject to the terms and conditions of the IPA, shall be paid to the

PRODUCER as long as PRODUCER:

**TERMS**

is continuously and actively engaged as a licensed insurance producer;

ii.

continues to be designated by the group named in the Master Dental Group

Contract, the Master Vision Group Contract, the Individual/Family Dental

Contract, and the Individual/Family Vision Contract as the PRODUCER with

respect to such group/individual;

iii.

services the group/individual in a manner satisfactory to COMPANY; and

iv.

the original Master Dental Group Contract, Master Vision Group Contract,

Individual/Family Dental Contract, and the Individual/Family Vision Contract for

Title:

Title:

Date:

Date:

Resident State:

Resident Producer Lic. No.

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, PRODUCER and COMPANY, by authorized

representatives, as applicable, have executed this Agreement to be effective as of the effective

date of the IPA.

**PRODUCER:**

**DELTA DENTAL OF NEBRASKA:**

By:

**IN WITNESS WHEREOF**

By:

Print Name:

Print Name:

policies offered, including those consistent with the terms of the Patient Protection and

unless otherwise negotiated.

DeltaVision - Commission for DDNE’s Master Vision Group Contract(DeltaVision) will be

determined when the DeltaVision product is offered and an updated Exhibit A will be provided

at that time.

**INDIVIDUAL AND FAMILY Insurance Programs**

Unless otherwise negotiated, COMPANY agrees to pay PRODUCER 5% commission on first

year and subsequent years’ premium paid in cash to DDNE on all individual/family insurance

PRODUCER as “Agent of Record” for the specific group,

Affordable Care Act on which PRODUCER is designated as the Agent of Record for the specific

individual/family policy.

This Exhibit A is effective as of January 1, 2015, and may be modified by COMPANY pursuant

to Section 6(c) of the IPA.

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**Exhibit A**

**POOL Rated Group Programs**

Small Group - COMPANY agrees to pay PRODUCER 10% commission on first year and

subsequent years’ premium paid in cash to DDNE on small group dental plans offered on behalf

of any qualified group administrator designating PRODUCER as “Agent of Record” for the

specific group, unless otherwise negotiated.

Health Care Reform Certified Small Group - COMPANY agrees to pay PRODUCER

5% commission on first year and subsequent years’ premium paid in cash to DDNE on certified

small group standalone dental including those consistent with the terms of the Patient Protection

and Affordable Care Act on behalf of any qualified group administrator designating