



CORPORATE OFFICE
TEL: 888.326.3210
FAX: 866.379.3247

8890 Cal Center Drive
Sacramento, CA 95826

WWW.PREMIERLIFE.COM

Premier Access Broker Agreement

PLEASE PRINT THE FOLLOWING INFORMATION:

Business/Firm Name: _____

Broker Name (if Individual entity): _____

Broker Email Address: _____

Physical: 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.

Life License Number: _____ License Expiration Date: _____

Please submit the following documentation with this signed Brokerage Agreement for complete processing of your appointment with Premier Access Insurance 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 Life License, as designated above**
- 4) **Proof of Errors and Omissions Policy**

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

This Agreement is made: _____ by and between PREMIER ACCESS INSURANCE COMPANY ("PREMIER") and ACCESS DENTAL PLAN ("ACCESS") and the Life Agent and/or Insurance Broker named on the signature page hereto ("Broker"). For the purposes of this Agreement, Premier and Access shall be collectively referred to as "Premier/Access".

RECITALS

- A) Broker is duly licensed by the appropriate State agency as a life 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 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.

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

1) RESPONSIBILITIES AND OBLIGATIONS OF PREMIER

1.1 In consideration of the services to be performed under this Agreement by Broker, Premier/Access shall pay commissions to Broker in accordance with the manner and rate set out in the Commission Table, subject to the provisions below. Premier/Access 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.

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

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

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

1.3 Eligibility of insured and/or enrollees shall be determined by Premier/Access in their sole discretion.

1.4 Premier shall have first priority lien on all compensation payable hereunder for any debt due from Broker to Premier/Access, or from Broker to other persons on behalf of Premier/Access, and may at any time deduct and offset from any monies due Broker hereunder, or from any other source.

2) RESPONSIBILITIES AND OBLIGATIONS OF BROKER

2.1 Broker will introduce Premier/Access to prospective clients, and assist Premier/Access 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 Premier/Access.

2.2 Broker shall accept funds of subscribers and group representatives only in the form of checks made payable to "Premier Access Insurance Company" or "Access Dental Plan" as the case may be, and shall forward such checks to Premier/Access by the close of business day 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 Premier/Access; however, in the event Broker handles such funds, the following provisions shall apply:

- (a) All funds received for the account of Premier/Access 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) All funds received for the account of Premier/Access shall be transmitted to Premier/Access within the close of the business day following receipt thereof.

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

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

2.5 Broker shall promptly notify Premier/Access 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 Premier/Access 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.

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 Premier/Access and Premier's/Access' approval of said notice.

2.8 Broker shall not broadcast, publish or distribute any advertisements or other matters referring to Premier/Access not originated by Premier/Access or which is not Premier's/Access' most current advertisement or other matter produced or published by Premier/Access without first securing Premier's/Access' approval in writing.

2.9 Any enrollment forms, applications or other Premier/Access materials shall always remain the property of Premier/Access and all property of Premier/Access shall be returned to Premier/Access upon demand.

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

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.

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 Premier/Access dental insurance. 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 Premier's/Access' products and services to groups within Premier's/Access' service area, which is noted in the attached exhibit entitled "Premier/Access 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 Premier/Access. All printer matter, applications and sales literature which Premier/Access may furnish the Broker shall remain the property of Premier/Access, subject at all times to its control and shall be returned to Premier/Access upon demand.

3) RELATIONSHIP OF PARTIES

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

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 Premier. If the 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. Premier/Access 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 fraud, embezzlement or other felony on the part of either party hereto, their agents or employees is discovered; or
- 7.5 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 All records, books and papers of Broker or any subcontractor of Broker providing services to Access 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' business shall be located in California.

(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 the Broker's office. After such books, records and papers have been preserved for two years, the Broker may warehouse or store, subject to their availability to Premier. If the Broker offers Access' prepaid dental products in California, the 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 products.

9) AMENDMENTS

All amendments to this Agreement proposed by Broker must be agreed to in writing in advance by Premier/Access. Any amendments to this Agreement by Premier/Access 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

This Agreement supersedes all prior agreements and understandings concerning the subject matter of this Agreement whether oral or written between Premier and Broker.

11) GOVERNING LAW

This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the State laws that govern the Broker's insurance business, including the services it provides to Premier/Access. If the Broker is licensed in California, the 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:

14) EFFECTIVE DATE

This Agreement is effective on: *month* *day* *year*

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

BROKER NAME _____.

Authorized Signature _____.

Print Name _____.

PREMIER ACCESS INSURANCE COMPANY and ACCESS DENTAL PLAN

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 Premier/Access 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.*