

COMMISSION AGREEMENT

This **COMMISSION AGREEMENT** (the “Agreement”) is made this ____ day of _____, 20____ by and among _____ (“PRODUCER”) and Dental Benefit Plans of Minnesota, a Minnesota nonprofit corporation (“DBPM”), and its subsidiaries, including Delta Dental of Minnesota, a Minnesota nonprofit health service plan corporation (“DDMN”), and Health Ventures Network, a Minnesota nonprofit health service plan corporation (“HVN”). Each of DBPM, DDMN, and HVN may be referred to herein individually or collectively, as appropriate, as “COMPANY.”

WHEREAS, pursuant to the Independent Producer Agreement by and among PRODUCER, DBPM, DDMN, and HVN, PRODUCER has agreed to solicit the sale of and sell a portion of DDMN’s and HVN’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:

1. **COMPENSATION:**

POOL Rated Group Programs

Pool rated groups include any DDMN dental program or HVN vision program sold on a pool rated basis. All pool rated groups covered by this Agreement are sold at rates pre-established by DDMN or HVN, as applicable.

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 DDMN’s Master Dental Group Contract Application and HVN’s 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

Unless otherwise negotiated, COMPANY agrees to establish commission rates based upon 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 DDMN under any individually rated group dental program sold by DDMN and to HVN under any individually rated group vision program sold by HVN on which DDMN or HVN, as applicable, 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 DDMN or HVN 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.

2. TERMS:

(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 _____ Minnesota and/or _____ North Dakota.

(c) Commissions, subject to the terms and conditions of the IPA, shall be paid to the PRODUCER as long as PRODUCER:

- i. 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 which this Agreement is executed have not been terminated.

(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) No assignment, transfer or disposal of any interest that PRODUCER may have on 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.]

IN WITNESS WHEREOF, PRODUCER and COMPANY, by authorized representatives, as applicable, have executed this Agreement to be effective as of the effective date of the IPA.

PRODUCER:

By: _____

Print Name: _____

Title: _____

Date: _____

Resident State: _____

Resident Producer Lic. No. _____

DENTAL BENEFIT PLANS OF MINNESOTA:

By: _____

Print Name: _____

Title: _____

Date: _____

DELTA DENTAL OF MINNESOTA:

By: _____

Print Name: _____

Title: _____

Date: _____

HEALTH VENTURES NETWORK:

By: _____

Print Name: _____

Title: _____

Date: _____

Commission Agreement Exhibit A
Delta Dental of Minnesota and DeltaVision

POOL Rated Group Programs –

Pathfinder - Unless otherwise negotiated, Company agrees to pay PRODUCER 10% commission on first year and 7% commission on subsequent years' premium paid in cash to DDMN under DDMN's Master Dental Group Contract Application and to HVN under HVN's Master Vision Group Contract Application on behalf of any qualified group administrator designating PRODUCER as "Agent of Record" for the specific group.

Certified Small Group - Unless otherwise negotiated, COMPANY agrees to pay PRODUCER 5% commission on first year and subsequent years' premium paid in cash to DDMN on certified small group standalone dental plans and 10% commission on first year and subsequent years' premium paid in cash to HVN on certified small group standalone vision plans offered consistent with the terms of the Patient Protection and Affordable Care Act on behalf of any qualified group administrator designating PRODUCER as "Agent of Record" for the specific group.

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 DDMN or HVN 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.