

**Small Group Broker Agreement**

Agreement made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between DELTA DENTAL OF NEW JERSEY, INC., herein called "Delta Dental" and \_\_\_\_\_, herein called the "agent."

**WITNESSETH**

Delta Dental agrees to pay said agent fees in accordance with the schedule below and in the manner designated, on the first year's premium paid to Delta Dental and subsequent years' premium paid to Delta Dental under Group Agreements.

**AGENT FEE SCHEDULE: 10% of ANNUAL PREMIUM**

The fees at the rate provided in the above schedule, subject to the terms and conditions of this agreement, shall be paid to agent provided that agreement: (1) continues to be designated by the group named in the group agreement as the agent with respect to such group and (2) performs services relating to the above-named group in a manner satisfactory to Delta Dental. At its option, Delta Dental may reconfirm the identity of the broker of record.

Fees shall be payable at the time respective premiums are paid to Delta Dental and are calculated as part of the premiums charged to the above-named group. If a premium adjustment shall be made for any period, then a corresponding adjustment shall be made in agent's fee in the current period.

Agent is not authorized to receive any monies due to Delta Dental unless written authorization to do so, signed by an officer of Delta Dental, is delivered to agent. In the event any funds belonging or due Delta Dental are received by agent, they shall be deposited by agent in a separate trust account and remitted in full to Delta Dental within five working days after receipt. Any funds not remitted as herein provided shall bear interest at the rate of 18% per annum. In the event that suit is brought to collect monies due herein under, Delta Dental shall be entitled to collect its costs of suit and a reasonable attorney's fee.

Delta Dental reserves the right to unilaterally revise the agent fee schedule, and the commencement date will be at the conclusion of the annual contract with an agent. Notification of the new fee schedule and the commencement date will be communicated to the agent by Delta Dental within a reasonable amount of time.

Any indebtedness of agent to Delta Dental shall be first lien against any fees due said agent or his representative successor or assigns under this agreement, and such fees shall be applied to offset such indebtedness.

This agreement may be assigned in the event an agent merges with a successor entity, provided that (1) agent notifies Delta Dental of the merger in writing and (2) group designates successor entity as agent. In such event, Delta Dental shall have the right to terminate this agreement and any obligations it may have hereunder on not less than sixty days written notice to the successor entity.

No assignment, transfer or disposal of any interest that agent may have on account of this agreement shall be made at any time without written approval of Delta Dental. Delta Dental may, at its option, be responsible for enrolling and servicing the group, and agent hereby agrees to abide by the elected option of Delta Dental. In either event, agent agrees to render satisfactory services as directed by Delta Dental.

**"It shall be agent's responsibility and agent agrees to comply with NJSA 17:22A-41.1 in New Jersey and with CGS 38a-707a in Connecticut."**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Reference #

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

\_\_\_\_\_  
Chief Financial Officer  
Delta Dental of New Jersey, Inc.

Delta Dental Plaza  
1639 Route 10  
Parsippany, NJ 07054  
Telephone: 973-285-4000  
Fax: 973-285-4138  
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Taxpayer I.D. Number Telephone