

DELTA DENTAL OF WYOMING COMMISSION AGREEMENT

This Agreement made this _____ day of _____, 20____ by and between Delta Dental Plan of Wyoming (doing business as Delta Dental of Wyoming), hereinafter called "Delta Dental," and _____, an agent, broker or consultant hereinafter called the "Representative," covers the following programs:

POOL Rated Programs Commission Schedule

Pool-rated groups are groups with two (2) to ninety-nine (99) employees electing any Delta Dental product sold on a pool-rated basis. All pool-rated groups covered by this Agreement are sold at rates pre-established by Delta Dental.

Delta Dental agrees to pay the Representative 5% commission of the first year's and subsequent years' premium/dues paid in cash/check to Delta Dental under Delta Dental Pooled Plans associated with Voluntary Group Dental Contracts.

Delta Dental agrees to pay the Representative 10% commission of the first year's premiums, 7.5% commission of the second year's premiums and 5% commission on all subsequent years' premiums paid in cash/check to Delta Dental under Delta Dental's Pooled Group Dental Contract and on and for the behalf of any qualified group subscriber designating the Representative as "Agent of Record" per Delta Dental's Contract Application signed by a qualified group representative/individual and Delta Dental.

INDIVIDUALLY Rated Programs

Delta Dental agrees to pay the Representative commissions in accordance with the schedule below and in the manner designated, on the first year's and subsequent years' premiums/dues paid in cash to Delta Dental under any individually rated group dental program sold by the Representative. These contracts must be proposed in advance by Delta Dental quoting rates for any specific group that the Representative is designated as agent of record on the specific group. An agreement for a reduced commission may be made in writing between the Representative and Delta Dental. However, any other agent/broker may obtain the same reduced commission if proposing the same group.

COMMISSION SCHEDULE for INDIVIDUALLY Rated Programs

YEARLY PREMIUMS/ DUES FROM	UP TO	COMMISSION
\$10,000	\$50,000	7.5%
\$50,001	\$100,000	6.0%
\$100,001	\$250,000	4.5%
\$250,001	above	Negotiable

Commissions at the rate provided in the above schedule, subject to the terms and conditions of this Agreement, shall be paid to the Representative or Master General Agent, if applicable, unless a lower rate has already been negotiated between Delta Dental and the Representative, as long as the Representative: (1) is continuously and actively engaged as offering the Delta Dental products listed above; (2) continues to be designated by the Group named in the Group Contract as the Representative/Agent with respect to such group; (3) services the Group Subscribers in a manner satisfactory to Delta Dental; and (4) the original Group Contract for which this Agreement is executed has not been terminated.

Upon receipt of a completed and signed W-9 Form, commissions shall be payable to the extent respective Premiums/Dues are paid Delta Dental within thirty (30) days after the end of the calendar month. If a premium/dues adjustment shall be made for any period, then a corresponding adjustment shall be made in the Representative's commission for such period and an adjustment shall be made on the next commission payment or refunded at Delta Dental's option. Provided, if the total commissions due the Representative for any calendar month is less than \$10.00, Delta Dental may pay commissions for the preceding calendar quarter within fifteen (15) days after the end of the calendar quarter.

Any indebtedness of the Representative to Delta Dental, arising out of this agreement, shall be a first lien against any commissions due said Representative or his/her agents or assigns under this Agreement and such commissions shall be applied to liquidate such indebtedness.

No assignment, transfer, or disposal of any interest that the Representative may have on account of this Agreement shall be made at any time without prior written approval of Delta Dental.

Delta Dental may, at its option, be responsible for enrolling and servicing the Group, and the Representative hereby agrees to abide by the elected option of Delta Dental. However, in either event, the Representative agrees to render satisfactory services as directed by Delta Dental.

REPRESENTATION AGREEMENT

1. The Representative is authorized to solicit corporations and other entities for the purpose of presenting the dental plans of Delta Dental. The Representative has no authority to sign on behalf of, bind any agreement, or make any representation to said entities other than as printed in official brochures, pamphlets and materials from Delta Dental.
2. The Representative understands that:
 - a. Delta Dental is a dental plan, and is a Licensed Wyoming Commercial Dental Insurance Company; its contracts are insurance contracts, and Delta Dental is governed by the Wyoming Insurance code; and
 - b. Delta Dental must be represented to be a commercial insurance carrier and its plans must be represented to be dental plans as well as dental insurance. The Representative agrees that they will adhere to the foregoing in all presentations and representations they make to other persons or entities regarding Delta Dental.
3. Delta Dental recognizes a letter of agent change request from the employer group. However, Delta Dental will make commission payment to the writing agent or master general agent, if applicable, for the first full contract year. Thereafter, Delta Dental will assign commission as per the agent change request.
4. Delta Dental does not provide exclusive territory contracts. Delta Dental will furnish proposals to any agent/broker who has an agreement with Delta Dental, providing the agent/broker submits a written request along with a census, bid specifications or a request for proposal from the employer group. All proposals requested will have the same rates, however, commissions are negotiable.
5. Delta Dental reserves the right to use Master General Agents at its discretion and may pay an override to the Master General Agents as agreed to by the parties in writing.

This agreement does not constitute an employee/employer relationship. No Representative has time or production requirements with Delta Dental or is a "Captive" Representative.

This agreement may be terminated by either party by giving thirty (30) days written notice of termination to the other party.

AUTHORIZED SIGNATURES

By: _____
Representative

By: _____
Delta Dental of Wyoming

Address: _____

Title: _____

6234 Yellowstone Rd.
Cheyenne, WY 82009
307-632-3313 1-800-735-3379

Phone _____

_____/_____
IRS Tax ID Number WY Insurance License