

## Direct Dental Alliance Broker Agreement

This Broker Agreement, by and between Direct Dental Alliance, LLC (“Direct Dental”) and \_\_\_\_\_ (“Agency” or “Agent”, as applicable), is effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, Direct Dental (“Plan”) provides various dental benefits to individuals who have dental savings plan coverage under one or more Direct Dental plans (“Products”); and,

WHEREAS, Agency or Agent is a fully licensed accident and health insurance agency and/or agent and promotes, markets, and sells various types of health care benefit plans; and,

WHEREAS, Direct Dental desires Agency or Agent to present proposals, solicit applications, sell Direct Dental’s Products, and facilitate the implementation, maintenance, and successful retention of said Products within the State of Colorado.

THEREFORE, based upon their mutual promises contained herein, the parties agree as follows:

**I. Appointment**

Direct Dental appoints Agency or Agent as its nonexclusive dental benefit agent, and Agency or Agent accepts this appointment. Agency or Agent understands and agrees that its appointment shall be as an independent contractor to Direct Dental and not as an employee or in any other capacity. Direct Dental acknowledges that Agencies have the option of assigning specific agents to clients who purchase dental benefit plans from Direct Dental, provided, however, that the client has not specifically designated a particular agent within Agency as their designated agent with respect to such client, e.g. “Agent of Record.”

**II. Notices**

A. Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, postage prepaid, or via registered mail.

B. Notices to Direct Dental shall be sent to:

Direct Dental Alliance, LLC  
Attn: VP, Operations  
6465 Greenwood Plaza Blvd., Suite 900  
Centennial CO 80111

C. Notices to Agency or Agent shall be sent to (address, phone, and facsimile):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. Reporting: The IRS requires that income paid to Agency or Agent be reported under Agency's or Agent's correct name and Taxpayer Identification Number (TIN) or Social Security number. The attached Form W9, Request for Taxpayer Identification Number and Certification must be completed, signed and returned to Direct Dental prior to processing any payments.

### III. Commission Payment Details

- A. By submitting payment details and signing the Broker Agreement form, Direct Dental is being authorized to deposit funds for invoice payments directly into the bank or Financial Institution account as specified in the section below.
- B. In addition, payment details submitted in the section below are subject to the following rules:
1. The effective date for electronic funds transfer will be at least fifteen (15) days from the date Direct Dental receives this electronically signed agreement.
  2. That all account changes instituted by the Bank or Financial Institution require fifteen (15) days prior written notice sent to Direct Dental at the email address: [brokersupport@directdentalalliance.com](mailto:brokersupport@directdentalalliance.com). Upon receipt of said written notice by Direct Dental, the written notice will be considered an amendment to this agreement and will become effective within fifteen (15) days.
  3. That termination of this agreement requires fifteen (15) days prior written notice along with the effective date and reason for termination (i.e: account closed, changing accounts) sent to Direct Dental at the email address: [brokersupport@directdentalalliance.com](mailto:brokersupport@directdentalalliance.com).
  4. That all account changes instituted by business name listed previously require fifteen (15) days prior written notice before such change can become effective, in addition to providing the following: the signing of a new online producer appointment agreement sent to Direct Dental.
  5. That Direct Dental may terminate this agreement at any time without cause.

### IV. Sales Territory

Agency's or Agent's nonexclusive sales territory shall be the State of Colorado.

### V. Rights and Responsibilities

- A. Agency or Agent shall, within its sales territory, use commercially reasonable efforts to solicit applications, enroll, and service clients for Direct Dental Products; collect initial subscription rates, service fees, and other charges; deliver contracts documents; assist Direct Dental customers and covered individuals; avoid conflicts of interest; and generally cooperate with and advance the interests of Direct Dental with its customers. However, Direct Dental may, at its option, be responsible for enrolling and servicing any client and Agency or Agent agrees to abide by the elected option of Direct Dental. In either event, Agency or Agent agrees to render satisfactory service as directed by Direct Dental. Agency or Agent has no authority to bind coverage, and all applications for coverage must be approved by Direct Dental in its sole discretion before the coverage goes into effect.
- B. Direct Dental shall furnish Agency or Agent manuals, forms, records, marketing support, promotional material, underwriting, actuarial services, formal proposals, client billings, and any other materials or supplies that Direct Dental deems appropriate. All materials furnished by Direct Dental shall remain its property. Agency or Agent shall not use or generate any materials in marketing Direct Dental's Products that have not been supplied in original form, created and approved by Direct Dental.
- C. All expenses incurred by Agency or Agent in its performance of this Agreement shall be borne exclusively by Agency or Agent and not by Direct Dental, except as is otherwise specifically agreed in writing by Direct Dental.
- D. Direct Dental will advertise and provide promotional materials to Agency or Agent in its

discretion. Agency or Agent will not use any advertisements referring to Direct Dental without Direct Dental's specific prior approval in writing.

- E. In the event any funds belonging to or due to Direct Dental are received by Agency or Agent, then Agency or Agent shall be a fiduciary for all such money received or held by it in its representation of Direct Dental, and such money shall be deposited by Agency or Agent in a separate trust account. All such money is the absolute property of Direct Dental, and Agency or Agent will be strictly responsible for this money until it is safely and fully received by Direct Dental. Such money shall be remitted in full to Direct Dental within five working days after receipt, and if not remitted within this period, the funds shall bear interest at the rate of 8 percent per annum. Furthermore, any amount that the Agency or Agent owes to Direct Dental at any time is a first lien on any payment due or thereafter becoming due the Agency or Agent under this Agreement, and Direct Dental is authorized to deduct such indebtedness from any payment due the Agency or Agent from Direct Dental. In the event that lawsuit is brought to collect monies due to Direct Dental, Direct Dental shall be entitled to collect its costs and reasonable attorney fees associated with the lawsuit.
- F. Direct Dental has exclusive right to prescribe all contracts, forms and provisions; subscription rates, service fees, and any other charges for coverage; and to prescribe the rules governing the binding, acceptance, renewal, rejection, or cancellation of coverage.
- G. Agency or Agent shall not represent itself as having any powers except those specified in this Agency/Agent Agreement. Without limiting the foregoing, Agency or Agent shall not have authority to extend the time of payment of any service fee; to alter, waive, or forfeit any of Direct Dental's contractual rights, requirements, or conditions; or otherwise obligate Direct Dental in any way except as stated in this Agreement or otherwise specifically authorized in writing by Direct Dental.
- H. Agency or Agent shall render accounts to Direct Dental detailing all material transactions, including information necessary to support all commissions, charges, and other fees received by or owing to Agency or Agent.
- I. Agency or Agent shall remit all funds due under the terms of the contract to Direct Dental on at least a monthly basis, and the due date shall be fixed so that premiums or installments thereof collected shall be remitted no later than ninety days after the effective date of any policy placed with Direct Dental under this contract.

## **VI. Compensation**

Agent shall be compensated for each Product sold in accordance with the commission or fee schedule set forth in Exhibit A – Broker Commission Schedule.

## **VII. Term and Termination**

- A. Subject to Section VII, C. of this Agreement, this Agency/Agent Agreement shall be continuous from its Effective Date shown on page 1; however, in the event Agency/Agent is not actively marketing and selling Direct Dental Products nor has any active business placed with Direct Dental, this Agreement may be terminated, and, where applicable, Direct Dental's appointment of Agency/Agent shall not be renewed.
- B. Either party may terminate this Agency/Agent Agreement by giving written notice of at least thirty (30) days to the other party.
- C. Upon expiration or termination of this Agency/Agent Agreement, Direct Dental shall suspend the authority of the controlling producer to write business during the pendency of any dispute regarding the cause for the termination, and Agency or Agent will not act or represent itself in any way as a dental benefit agent or representative of Direct Dental.
- D. Within ten (10) days of the expiration or termination of this Agency/Agent Agreement, Agency or Agent will return to Direct Dental all property belonging to Direct Dental, including, but not limited to, all customer lists and other records of Direct Dental business, as well as all Direct Dental confidential information.

### VIII. Representations, Appointment and Indemnification

- A. Agency or Agent represents that it is currently fully licensed in Colorado as an accident and health insurance agency or agent who is eligible to be an Agent. Agency or Agent shall provide Direct Dental proof that said license is active by submitting a copy of current license to Direct Dental at the time of application and thereafter at the request of Direct Dental.
- B. Before the effective date shown above, Direct Dental shall file an authorization for Agency or Agent to act as an Agent with Colorado Insurance Commissioner. Direct Dental shall also pay all required appointment fees for Agency/Agent at Direct Dental's sole option, or may charge such fees to Agency/Agent.
- C. Direct Dental may terminate this Agency/Agent Agreement immediately and without prior notice if Agency or Agent fails to maintain its licensure as an agency or health agent or if Agency or Agent violates any insurance or other law or regulation applicable to it as an insurance agency, insurance agent or agent.
- D. Agency/Agent represents and warrants that the use of Agency/Agent's content on any materials or electronic media or on a co-branded enrollment platform will not violate or infringe any copyright, trademark, patent, or proprietary right of any other party. Agency/Agent shall retain all right, title, and interest in Agency/Agent's name and website. Agency/Agent content (including, but not limited to, ownership of all copyrights and other intellectual property rights therein) and Agency/Agent marks, including any and all goodwill associated therewith, shall remain the property of Agency/Agent. Any other use of the Agency/Agent marks by Direct Dental shall require written consent of Agency/Agent. Direct Dental shall retain all right, title, and interest in the Direct Dental content and Direct Dental marks, including any and all goodwill associated therewith. Any other use of the Direct Dental marks by Agency/Agent shall require written consent of Direct Dental.
- E. Agency or Agent shall indemnify and hold Direct Dental, its directors, officers, employees, agents, and affiliated companies harmless from and against any and all claims, lawsuits, demands, liabilities, charges, judgments, settlements, costs, penalties, and expenses of whatever kind or nature that either may sustain or incur at any time and arising in any manner out of any wrongful act, error, or omission by the Agency or Agent. Agency or Agent shall also be liable for the costs and attorney's fees that Direct Dental actually incurs in defending itself against any such claims, demands, or lawsuits

### IX. Miscellaneous

- A. **Assignment.** Agency or Agent shall not in any way sell, assign, or pledge any interest, entitlement, payment, or duty arising under this Agency/Agent Agreement without the prior written consent of Direct Dental.
- B. **Successors.** This Agreement shall be binding upon and will insure to the benefit of the parties to this Agreement and their respective permitted successors and assigns, subject to the transfer restrictions and expiration or termination provisions set forth above.
- C. **Entire Agreement.** This Agency/Agent Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire agreement between Direct Dental and Agency or Agent. No change, alteration, or modification of the terms of this Agency/Agent Agreement may be made except by agreement in writing signed by an authorized representative of Direct Dental.
- D. **Arbitration.** Direct Dental and Agency or Agent agree that any controversy arising out of or related to this Agreement, or to the alleged breach of this Agreement, shall be settled by arbitration in accordance with the commercial rules then pertaining of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- E. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Colorado, and shall be interpreted in accordance with the laws of

the State of Colorado, without regard to principles of conflicts of laws. Any cause of action that may arise with regard to this Agreement shall have venue in the State of Colorado.

- F. **Waiver.** Failure by Direct Dental to insist upon compliance with any provision of this Agency/Agent Agreement at any time or under any set of circumstances shall not operate to waive or modify the provisions or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same, and no waiver of any terms or conditions of this Agency/Agent Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by Direct Dental to sign such waiver.
- G. **Third-Party Beneficiaries.** This Agency/Agent Agreement is not intended to create any third-party beneficiaries or to confer any rights on any person other than Direct Dental and Agency or Agent.
- H. **Excuse of Non-Performance.** Neither Direct Dental nor Agency or Agent will have violated this Agency/Agent Agreement if it is prevented from performing any of its obligations for any reason beyond its control, including, without limitation, acts of God, acts of war or terrorism, acts of public enemy, flood, storm, strikes, or regulatory agencies.
- I. **Severability.** The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as dated on page 1.

Direct Dental Alliance, LLC

Agency/Agent

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Brent Troxell  
 Vice President, Operations  
 6465 Greenwood Plaza Blvd., Suite 900  
 Centennial CO 80111

Printed Name

Agency

License #

State

Phone

Email