



BROKER AGREEMENT

This Agreement is made this ____ day of _____, 2004 by and between Harbor Dental Plan, L.P., a Texas limited partnership ("Harbor") and _____ of _____, Texas ("Broker").

IN CONSIDERATION of the mutual promises and agreements set forth herein below, the parties hereto agree as follows:

1. APPOINTMENT AND RELATIONSHIP

A. Harbor hereby appoints Broker to act on its behalf and represent it to market and sell memberships in the Harbor Dental Plan ("Plan"), but only to the extent authorized herein.

B. Broker is an independent contractor with respect to Harbor, and nothing contained herein shall create or be construed to create the relationship of employer and employee between Harbor and Broker or between Harbor and any employee of Broker.

2. AUTHORITY AND RESPONSIBILITY OF BROKER

A. Broker is hereby authorized on behalf of Harbor, but only in those states where Harbor is authorized to do business and provided that Broker is in compliance with all applicable regulatory licensing requirements at the time of solicitation, if any, to solicit applications for approved memberships ("Membership") in the Plan, as may be amended or changed from time to time and which are made a part of this Agreement.

B. Broker is authorized to collect the initial payment only for any Membership upon application solicited by Broker, provided:

1. receipts for such payments shall only be given on forms furnished by Harbor for that purpose;
2. all such payments shall be in the form of a check or money order and delivered immediately to Harbor; and
3. all checks and money orders should be made payable to Harbor Dental Plan, L.P.

C. Broker may not use Harbor's name, logo or any proprietary information on any printed or electronic advertising or Internet site without prior approval of Harbor. Broker may create an electronic link from Broker's Internet site to Harbor's Internet site, but Broker may not reproduce any of Harbor's Internet content or programs on Broker's Internet sites. Broker may not alter any materials considered proprietary by Harbor in electronic, printed or any other form.

D. Broker must fully and accurately represent to all parties the terms and conditions, including limitations and exclusions, of the memberships and services of Harbor, consistent with and according to Harbor's marketing materials.

E. Broker is required to protect the privacy and confidentiality of personal and financial information regarding Harbor's applicants, current and former members, employer groups, and providers. Broker will not disclose personal or financial information to anyone other than Harbor. Broker agrees to comply with all Federal, state and local laws regarding the privacy and confidentiality of information regarding applicants, current and former members, employer groups and providers. Broker agrees to

comply with all Harbor privacy and confidentiality requirements and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Gramm-Leach-Bliley Act (1999), including any regulations or amendments. This paragraph shall survive termination of this Agreement. Harbor and Broker agree they will not disclose or use the nonpublic personal information provided to it under this Agreement to any person or entity except as necessary to carry out the joint marketing of the Plan under this Agreement, or under another expressly recognized exception to the Gramm-Leach-Bliley Act's opt out requirement in the ordinary course of business to carry out such joint marketing unless and until the individual about whom the nonpublic personal information is shared becomes a customer of Harbor and Broker. See Exhibit to this Agreement, hereby made a part of this Agreement.

- F. The Violent Crime Control and Law Enforcement Act (18 U.S.C. 1033 et seq.) makes it a crime for individuals convicted of certain felonies to willfully engage in the business of insurance. Although the Plan does not constitute the business of insurance, nevertheless Harbor requires all brokers to adhere and comply with certain aspect of laws governing the business of insurance. Therefore, by entering into this Agreement, Broker represents that he/she/they are not prevented from engaging in insurance business under the Violent Crime Control and Law Enforcement Act or any other applicable law. On request of Harbor, Broker agrees to accurately and fully complete a background information inquiry furnished by Harbor and to advise Harbor in writing within 30 days if they have been convicted of a felony at any time this Agreement is in effect.

G. Broker understands and agrees that Harbor may choose to communicate with Broker through the use of mail, email or facsimile to the address(es) and facsimile number(s) of Broker.

3. LIMITATIONS ON AUTHORITY

A. Broker shall have no authority to make, alter, modify or discharge any Plan or Membership; extend any provision thereof; extend the time for payments; waive any forfeiture; deliver evidence of Membership unless the proposed covered person thereunder is a member in good-standing of the Plan; incur any debts or expenses for which Harbor may be liable; receive any money for Harbor except as may herein or elsewhere specifically in writing be authorized by Harbor; withhold or convert to his/her own use or for the benefit of others any monies or receipts belonging to Harbor; or fail to submit promptly to Harbor any applications for Memberships.

B. Broker shall have no authority to endorse or present for collection any check, draft or other instrument made payable to Harbor.

4. COMPENSATION OF BROKER

A. As full compensation for services performed hereunder, Harbor will pay to Broker a commission ("Commission") of 30% of the monthly fees paid for Memberships obtained through the efforts of Broker. Broker shall not be entitled to any Commission on the initial membership fee of a Plan applicant.

B. Commissions due Broker shall be paid Broker no later than the 20th day of the month succeeding the month fees are received by Harbor.

C. Broker shall pay over promptly to Harbor gross payments and other monies received or collected on behalf of Harbor and shall not deduct or retain therefrom Commissions which may be payable hereunder without express written consent of Harbor.

D. No Commissions will be payable on account of waived payments or payments refunded for any reason. Any Commissions received on account of any waived or refunded payments shall be promptly returned in full to Harbor by Broker and shall constitute an indebtedness to Harbor until returned.

E. There shall be no additional compensation or reimbursement to Broker for expenses incurred in performing services hereunder. In order for Harbor to produce any Commission report, Broker must request any such report. Harbor, at its discretion, may require compensation from Broker for any report created at the request of Broker.

F. Commissions payable by Harbor may be modified, increased, reduced or discontinued by notice in writing from Harbor and such amendment shall take effect at the time specified in the notice, but in no event prior to 30 days from the date such notice is mailed to Broker's last known address as reflected in Harbor's records. This paragraph shall survive termination of this Agreement.

G. Notwithstanding anything contained herein to the contrary, Commissions shall only be payable to the Broker of records as reflected in the books and records of Harbor.

5. TERMINATION

A. This Agreement may be terminated without cause by either party upon at least 30 days prior notice to the other party to that effect. Such termination shall be effective 30 days after the mailing of notice thereof, or on the date specified in such notice if later.

B. This Agreement may be terminated by Harbor without notice for "cause", which shall include, but is not limited to, the following:

1. commission of a fraudulent, illegal or dishonest act or material breach of this Agreement by Broker or material misrepresentation or omission by Broker;
2. violation of any provision hereunder regarding making available books, accounts, and records of Broker for audit and review; or
3. violation of the laws, regulations, or rules of any jurisdiction by Broker in which Broker operates, or of any governmental authority exercising jurisdiction over Broker.

Termination for "cause" may, at the option of Harbor, result in forfeiture of all commissions which may be due under this Agreement as of the termination date or become due thereafter.

6. HOLD HARMLESS

A. Harbor and Broker will indemnify, hold harmless and defend the other party to this Agreement from and against any and all claims, litigation, losses, liabilities, costs and other expenses incurred as a result of the breach of the terms of this Agreement.

7. GENERAL PROVISIONS

A. Any notice, request or demand required or permitted under this Agreement shall be deemed to have been duly given or made if delivered or sent in writing by personal delivery or by certified mail, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt and mailed notices shall be deemed communicated on the date on which the same was deposited postage in the U.S. mail. Notice to either party shall be addressed to the recipient at the last known address of such party. Each party may change the address at which notice may be sent by giving notice of such change to the other party in accordance with the provisions of this paragraph.

B. Broker shall be free to exercise personal judgment as to the time and manner of performing services authorized under this Agreement, but shall be guided by such rules as may be adopted by Harbor concerning general business conduct. In all cases, the business of Broker shall be conducted in accordance with the laws and regulations of the jurisdictions in which Broker conducts business.

C. All books, accounts and records of Broker related to the business of Harbor shall be subject to audit and inspection by Harbor or its duly authorized representative at all times, including a period of 60 days after termination hereof. Harbor may at any time make copies of or take extracts from such books, accounts and records as it may deem necessary.

D. All records maintained by Broker hereunder and all books, forms and other supplies furnished to Broker by Harbor shall be and remain the property of Harbor and shall be returned to Harbor promptly following termination hereof.

E. Harbor reserves the right at its sole option to decline any application for Membership, to refuse to renew any Membership, or to return directly to covered persons or applicants any payments submitted to Harbor without liability to Broker.

F. This Agreement shall supersede any and all prior Agreements between the parties hereto, whether written or oral, regarding the services of Broker performed pursuant to this Agreement.

G. No assignment or other transfer of any rights, title or interest herein, or of any benefits accruing hereunder, in whole or in part, shall be valid and any such attempted assignment or transfer shall be void unless the written consent of Harbor thereto has first been given. Any assignee of rights or benefits hereunder shall be subject to all the terms and provisions hereof.

H. This Agreement may be amended at any time only by mutual agreement of the parties hereto.

I. Broker shall not institute legal proceedings of any kind or character on behalf of Harbor or any Membership holder in connection with any matter pertaining to business covered under this Agreement. Broker agrees to promptly notify Harbor in writing of the institution of any legal proceedings against Broker in connection with the business covered under this Agreement.

J. The failure of either party to enforce any of the terms and conditions of this Agreement shall not constitute a waiver by such party of its right to do so, nor shall it be deemed to be an act of ratification or consent.

K. Broker, and any employees or agents assisting Broker in the performance of its obligations under this Agreement, shall be made available to Harbor, at no cost to Harbor, to testify as witnesses, or otherwise, in the event of demands, claims, litigation or administrative proceedings being made against Harbor, its partners, officers, employees, or agents that involve Broker or any employees or agents assisting Broker.

Harbor Dental Plan, L.P.

By: Harbor Dental GP, L.L.C.

By: _____
Barry Gomel, Member

Broker

Printed name: _____