



MEMBER SERVICES AGREEMENT

This Member Services Agreement is entered between the Member and Independent Dental Solutions, LLC, a Wisconsin limited liability company, having its principal place of business at 2510 East Evergreen Drive, Appleton, WI 54913 (the "Company").

RECITALS

The Company offers a variety of practice management and services to dentists and also administers discount group purchasing programs for dentists and other professionals in the dental profession, such management and services consisting generally of the following:

- Member Advisory Board(s)
- Execution of Innovation, Key Initiatives and Ideas on behalf of the Members
- Purchased Services
- Represent the Members Interests; by Acting as the Operating and Execution Arm
- Business-to-Business Networking or Direct Manufacturer Contracting
- Supply Chain, Distribution and Manufacture Education, Insights and Market Awareness
- Product Evaluation and Standardization Governance
- Information Technology Optimization
- Collaboration Among Members; Sharing Information and Insights to Empower Members
- Continuing Education
- Management of the Independent Dental Collaborative; Business Relationships

The services offered by the Company are separated in this Agreement between the above listed management and practice services (the "Additional Services") and group purchasing services (the "GPO Services" and, together with the Additional Services, the "Services").

B. The Company has enlisted dental professionals who desire to avail themselves of the Services ("Members").

C. In regard to the GPO Services, the Company has enlisted distributors and/or manufacturers of dental products and services (cumulatively, "Participating Distributors") to sell products and services to the dental industry at volume discounts to Members.

D. Member desires to receive the benefits offered by the Company under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and Member agree as follows:

1. Provision of GPO Services. The Company will negotiate group purchasing discounts for its Members through the Participating Distributors. Member shall place orders through the website with Participating Distributors for Member's product needs, unless no Participating Distributor offers a product that meets such needs, as determined by Member in Member's reasonable discretion, or can provide such product within the time required by Member.
 2. Follow-Up. Member shall promptly notify the Company of any material complaints or issues regarding any goods or services provided by a Participating Distributor, and the Company shall follow up with the Participating Distributor and Manufacturer regarding the same. The foregoing notwithstanding, the Company is not a seller of products and does not own, control, or invest in any Participating Distributors. All warranties of the goods and services are issued and administered by the Participating Distributors.
 3. Payment. Member shall pay the Participating Distributors for the products and services provided by the Participating Distributors. The Company shall be compensated for the GPO Services by the Participating Distributors. Company receives 3% from Participating Distributors and a maximum amount from Midway Dental of \$2,500 annually. The Company will disclose the actual amount received from Participating Distributors from Members participation annually. The Company reserves the right to modify the amount it may collect in any year if Member's purchasing patterns are materially greater than projections for such year or if Member anticipates extraordinary purchases, e.g., significant capital expenditures, during a year, that reasonably lead the Company to determine any such modification is appropriate.
- In consideration of receipt of the fees paid for GPO services, the Company will not charge an additional fee for the Additional Services, which Member acknowledges constitute a material benefit to Member.
4. Additional Services. The Company and Member shall determine those areas of additional services needed, and the Company shall provide those additional services to the Member.
 5. Term. The term of this Agreement shall commence upon the later of the date the Member signs this Agreement or accepts agreement on-line and/or the date the Company signs it (the "Commencement Date") and shall continue until either party gives notice to the other of its intention to terminate this Agreement, in which case, termination shall be effective 30 days after such notice. Upon termination, Member shall cease placing orders through the Program and shall have no further obligations to the Company other than those that may have accrued before termination.
 6. Confidentiality. Member shall keep all savings, pricing proposals and other information furnished by the Company and available to members and not generally available to the public strictly confidential. The Company shall keep information provided by Member regarding Member's practice and not generally known to the public strictly confidential, provided, however, the Company may use general information regarding Member's practice, without identifying the practice name, in its solicitation and provision of similar services to the Services to other Members. The Company may also provide Member's contact information to Participating Distributors.

7. Limitation of Damages. Under no circumstances will either party be liable to the other party for any special, indirect, incidental or consequential damages arising out of or relating to this Agreement.

8. Governing Law. This Agreement is entered into and shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

9. Notices. Any notice provided for in this Agreement must be in writing and must be sent by e-mail, in the case of notice to the Company, to Bheyndrickx@indi-dent.org, and in the case of Member to an e-mail address to be supplied by Member no later than 10 days from the date of this Agreement. Such e-mail addresses shall be deemed valid until notice of a different e-mail address is given according to this Section 9.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended in writing signed by both the Company and Member, although amendments shall be valid if made through e-mail communications confirmed by the authorized recipient.

11. Electronic Signatures. This Agreement may be signed by electronic signature, including by acknowledgement by clicking on the Company's website, provided the Company has first disclosed to Member the Annual Maximum Fee as required in Section 3 above, which when so disclosed shall become a part of this Agreement.

IN WITNESS WHEREOF, the parties, being duly authorized to do so, have executed this Member Services Agreement as of the later of the two dates appearing below.