



Sign and return this single Acknowledgement Page on or before May 1, 2016, to GDA Holding Company COO Lisa VanZandt:

- FAX to (404) 633-3943
- Scan and EMAIL to lisa@gadental.org

Commitment Agreement Letter

By signing below, I certify that I have read, understood, and agree to all the terms and conditions of the Integrity Dental Buyers Group, LLC's Participation Commitment Letter and supporting documentation.

DENTIST NAME (printed): _____

DENTIST SIGNATURE: _____

DATE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Please indicate how you wish to pay your initial participation fee:

- Yes, I will pay \$100 per month for 12 months.
- Yes, I will pre-pay \$1,000 for one year (a \$200 savings).

Please complete the Georgia Dental Association (GDA) credit card authorization form on the reverse side of this page.

"If I have chosen to pay the participation fee on a monthly basis, I hereby authorize Integrity Dental Buyers Group, LLC ("IDBG") to charge the indicated credit card on a recurring basis. If I have chosen to pay the \$1000.00 fee, I hereby authorize IDBG to charge the above card one time to collect this fee. Notice will be given prior to the initial charge to the credit card. I guarantee and warrant that I am the legal card holder for this credit card and that I am legally authorized to enter into this credit card billing agreement with IDBG."

These benefits await you as a supporter of the Integrity Dental Buyers Group:

- Significant product discounts
- No off-brand or grey market products
- Receive products and brands you want just like you do today, but at a discount
- Supplies stored offsite and delivered to your practice as needed
- Payment after delivery of supplies
- Only a one-year commitment
- Patronage dividend for members
- Equipment servicing
- Money-back guarantee!

Georgia Dental Association
CREDIT CARD PAYMENT AUTHORIZATION
ONCE COMPLETED FAX TO (404) 633-3943

CARDHOLDER NAME: _____

CARDHOLDER NAME (as shown on card) _____

BILLING ADDRESS _____

City and State

Zip Code

DAY TELEPHONE # _____

SELECT CARD TYPE: AMEX VISA MASTERCARD DISCOVER

CREDIT CARD NUMBER

--	--	--	--

EXPIRATION DATE

--	--	--	--

MM/YY

SECURITY CODE ON BACK OF CARD

--

3 or 4 digit code required

AMOUNT AUTHORIZED

\$
\$5.00
\$

Convenience Fee added to Amount Authorized

Amount Authorized + Convenience Fee

CARD HOLDERS APPROVAL _____

PRINT YOUR NAME

SIGNATURE

DATE

ONCE COMPLETED FAX TO (404) 633-3943

PAYMENT PROCESSING USE ONLY

APPROVAL CODE _____

DATE _____

PROCESSOR'S INITIALS _____

BATCH ID# _____

DEPARTMENT _____

REASON FOR PAYMENT _____



Integrity
Dental
Buyers Group, LLCSM

A wholly owned subsidiary of the
Georgia Dental Association/
Georgia Dental Holding Company

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GEORGIA DENTAL ASSOCIATION

7000 Peachtree Dunwoody Road NE • Suite 200 • Building 17 • Atlanta, GA 30328-1655
Phone (404) 636-7553 • (800) 432-4357 • Fax (404) 633-3943 • Web www.gadental.org

Dear GDA Member Dentist,

Since July 2014 at the House of Delegates meeting we have talked to you about owning your own Group Purchasing Organization. It seemed like a dream to be able to reduce your dental and office supply costs by 30% or more! Well that dream is coming true because we have banded together to make those purchases under one master contract just like the large group practices and Dental Service Organizations.

The first purchase is scheduled for June 2016. While we have more than 350 practices committed, we need your written commitment as well. However, before you sign the Participation Commitment Agreement, I want to put to rest some concerns I have heard from the dental community.

All suppliers will have the opportunity to bid on the contracts for individual supplies through the Request for Proposal (RFP) process. The RFP will require the same levels of service on new and pre-existing equipment. You will be able to obtain the supplies that you require and have become accustomed to at the highest quality you expect.

This program creates negotiating clout for YOU and reduction of the high costs currently charged for the supplies YOU pay for. We know from our own research conducted by our own business consultant that your competitors using the DSO model receive 40% to 65% discounts on the same products and supplies that YOU are using!

I understand the concerns of the suppliers. However, my past experience is that the suppliers become more competitive and efficient, are not excluded, and in fact lower their own cost of doing business because they deal with one end point as opposed to 5,500 end points in Georgia alone.

Loyalty is important, but make no mistake, loyalty is a two-way street. To survive and thrive YOU must reduce your costs and be more efficient on every line item of your Profit and Loss Statement and budget. We ask you to stand with your colleagues who have already signed the Participation Commitment Agreement and take control of YOUR destiny.

In closing, I assure you, that if YOU all group together, you will have greater buying clout than the largest DSO.

Sincerely,

Frank J. Capaldo
Executive Director

Dr. James B. Hall III
IDBG Board Chairman

IDBG, LLC BOARD OF DIRECTORS

**Georgia Dental Association
7000 Peachtree Dunwoody Road N.E.
Suite 200, Building 17
Atlanta, GA 30328
Phone: (404) 636-7553
Phone: (800) 432-4357
Fax: (404) 633-3943**

Dr. James B. Hall III
Board Chairman
Office: 478.743.0901
Cellular: 478.319.8751
drjhall@gmail.com

Dr. Matt Mazzawi
Office: 770.972.4436
Cellular: 404.375.6904
mazzawij@bellsouth.net

Dr. Michael Loden
Office: 478.923.0253
Cellular: 478.714.7919
smlmdm@bellsouth.net

Dr. Paul G. Trotter
Office: 706.860.2442
Cellular: 706.394.1698
paul.g.trotter@gmail.com

Dr. Brett D. Helton
Office: 706.563.3225
bhelton37@me.com

Dr. Hal A. Wilson III
Office: 770.919.0930
Cellular: 770.428.9442
yakdr@bellsouth.net

Dr. Ryan Fulchi
Office: 912.234.2206
Cellular: 706.461.6781
rmfulchi@gmail.com

Dr. Bo Broadfoot
Office: 229.244.3700
Cellular: 229.232.0351
jcbdm@acfd.com

STAFF CONTACTS

Frank Capaldo
GDA Executive Director
Office: 404.636.7553 X-102
frank@gadental.org

Lisa VanZandt
GDHC Chief Operating Officer
Office: 404.636.7553 X-105
lisa@gadental.org

Scott Lofranco
GDA General Counsel
Office: 404.636.7553 X-103
scott@gadental.org

A Risk Benefit Analysis & the GDA Group Buying Program

Dear GDA Member Dentist,

I have provided answers to frequently asked questions about the GDA Group Buying Program. Those questions continue, but it all boils down to a Risk vs. Reward or Risk Benefit Analysis.

I want to help everyone get past what is referred to as paralysis by analysis. Now, what is the risk associated with the GDA Group Buying Program?

THE ANSWER IS SIMPLE:
YOU HAVE LITERALLY ZERO RISK!

BENEFITS:

1. Under our final contract with the providers, you will receive an overall product discount percentage of 30%.
2. You get the products and brands many dentists use and want just like you do today at your group purchasing discount.
3. You do not have to store anything at your office and you can receive the supplies in the same manner as you do today.
4. You actually receive the products and supplies you want just like you do today, just at a group purchasing discount.
5. Just like you do today, you receive your supplies first and then pay for them.

6. You receive a money back guarantee on your monthly participation fee.

7. You only have an initial one year commitment, thereafter, you can stay or leave the program.

8. As a member of the GDA you will receive not only discounted supplies, but you also will receive a distribution of profits (a patronage dividend).

RISKS:

As for the risks, I could only identify one:
The risk is that you fail to participate.

If you fail to take every business opportunity to maximize your avenues to reduce your costs, you run the risk of not being able to compete with those who have hired management firms to run the business end of the practice for them.

Review the Commitment Agreement Letter in this packet, sign it, and return it to the GDA office by May 1, 2016.

Email: lisa@gadental.org

Fax: (404) 633-3943

Mail: Lisa VanZandt, Georgia Dental Association, 7000 Peachtree Dunwoody Road NE, Suite 200, Building 17, Atlanta, GA 30328

Sincerely,
Frank J. Capaldo
Executive Director

Answers to Your Group Buying Program Questions

Dear GDA Member Dentist,

Every member has received communications about the GDA group buying program. This dental practice game changer has the potential to reduce your dental and office supply costs by 30% or more. Several members have questions about the program that this letter can answer.

Bring buying clout to your practice and stand with your colleagues who have committed to the program. **Sign and return your Participation Commitment Letter by May 1, 2016 to be eligible for the June 2016 Purchase.** Call Lisa VanZandt at the GDA office at (800) 432-4357 X-103 and request your letter.

***** Group Buying Program FAQs *****

1. Did every major vendor have an opportunity to request or receive a Request for Proposal (RFP)?

A: Yes. Some opted not to participate.

2. Is the participation fee of \$1,200 used for any other purposes outside the group buying/purchasing (LLC)?

A: No. The fee is used to pay the start-up and overhead costs related to this initiative like accounting, legal, salaries, insurance, and internal management.

3. Is the participation fee forever?

A: No. The fee will be discontinued after 3 years for members of the GDA.

4. I am part of a group practice. How does my participation fee work?

A: Each practice that is owned by GDA member dentists will pay \$1,200 regardless of whether there are 1 or an infinite number of dentists in the practice. (Note: If your practice pays at the beginning of the year the \$1,200 is discounted to \$1,000.)

If a non-GDA member wishes to participate the practice will pay \$2,400 per practice owned. While the non-member dentist will receive the same discounts as GDA member dentists, the non-member **will not be eligible for the yearly patronage dividend/distribution of profits** to be paid to the participating GDA member dentists.

Examples: If the practice is owned as one legal entity (LLC, Sub-chapter S, LLP, etc.) irrespective of the number of locations or number of dentists, "The Practice" will be charged one participation fee. If multiple dentists own a building or share a building, but each practice is a separate legal entity, then each practice must pay the participation fee.

MONEY BACK GUARANTEE: If you do not realize a cost savings equal to or greater than your \$1,200 investment, your group buying LLC will return your total \$1,200!

5. Is the company owned by the GDA?

A: Yes and no. The group buying LLC is a subsidiary of the Georgia Dental Holding Company (GDHC) and the GDHC is a wholly owned subsidiary of the GDA.

6. Is there an initial list of dental supplies?

A: All supplies will be available.

7. Can we obtain any brand product that is on the list?

A: Yes, but we will not order grey market or inferior generic products.

8. Who will develop and approve the product specifications?

A: Dentists from specialty and general practices.

9. Is there an exclusivity clause?

A: Yes. Once you commit via the participation agreement you must buy from your group buying LLC.

10. Is there a maintenance program for equipment?

A: Yes. The RFP requires that service programs of the highest caliber continue for any pre-existing equipment. Initially new equipment is not included, but in the future, as now, maintenance service will be included. Note: If we can put together equipment multi-unit purchases we can always approach the vendors and negotiate a multi-unit discounted deal.

11. Is this program only for GDA members?

A: No. You can participate as a non-member but the participation fee is \$2,400 per year. As a GDA member, the participation fee will be waived after 3 years. This fee will not be waived at any time for non-members, although the fee may be reduced.

More importantly, although non-members will receive the same discounted price as GDA members, **non-members will NOT** receive the yearly patronage dividend that GDA members who use the service will receive.

12. Do we currently have a company that will be the purchasing agent for the GDA?

A: YES. Premier.

13. What is the difference between the selection by RFP of a Purchasing Agent (PA) and the RFPs that will be sent to the suppliers?

A: Once selected, the PA works for the GDA buying group (you). The PA then sends out RFPs to all suppliers asking them to bid based upon the products/supplies and quantities required of the entire buying group.

14. Does the GDA buying group LLC receive an administrative or management fee from the group purchase?

A: Yes. There is a fee which ranges from 1% to 3%. Part of this percentage will go to the purchasing agent company and the balance will go to your buying group LLC. This administrative/management income will replace the participation fee, pay overhead, and help boost reserves for a rainy day. The balance will be returned to you, the members, as a patronage dividend. The patronage dividend will be paid directly to you by check or direct deposit into your account.

15. How does the process work?

A: You order and pay for your supplies just as you do today.

16. Has any other state dental association done this the way GDA is planning?

A: Some states have various models, but no state to our knowledge has the type of group purchasing program being implemented by the GDA. Other industries and professions have successfully created and maintained this type of group purchasing program.

17. What is the next step?

A: Review the Participation Commitment Letter in this packet, then sign it and send it to the Georgia Dental Association office, care of Lisa VanZandt, the Georgia Dental Holding Company Chief Operating Officer.

Email Lisa VanZandt at lisa@gadental.org, fax the letter to (404) 633-3943, or mail it to the GDA, 7000 Peachtree Dunwoody Road NE, Suite 200, Building 17, Atlanta, GA 30328.

**Sincerely,
Frank J. Capaldo
GDA Executive Director**

Integrity Dental Buyers Group, LLC

A Wholly Owned Subsidiary of the
Georgia Dental Association/Georgia Dental Holding Company

RE: IDBG, LLC

Dear GDA Member,

Thank you for your interest in the group purchasing program currently being formed by **Integrity Dental Buyers Group, LLC** (“IDBG”) for the benefit of current and future members of the Georgia Dental Association (“Purchasing Program”). As you know we have been diligently working with multiple well-recognized industry providers and advisors to present our members with a streamlined and centralized purchasing vehicle for equipment, supplies, and related services important to our members' dental practices. At the heart of these efforts is Georgia Dental Association's desire to present its members with the opportunity to purchase the items they need to run their practices at a sustainable and efficient price.

Each member desiring to participate in the Purchasing Program must satisfy the preliminary terms and conditions set forth below and will be required to execute a participation agreement (“Participation Agreement”), a description of the key terms of which are set forth in Attachment 1 to this commitment letter (“Commitment Letter”).

While there is more work to be done, we expect to make the Purchasing Program available for active participation by GDA members on May 1, 2016, (“Activation Date”) for a June 1, 2016, purchase. Any GDA member who desires to participate in the Purchasing Program will be required to execute a Participation Agreement within seven days of the Activation Date.

Preliminary Terms and Conditions

- You must be a current member of the GDA and, as of the date of this Commitment Letter (“Effective Date”), must be in full compliance with the then-current membership requirements of the GDA.

- You must pay an Annual Participation Fee. As Consideration, the first \$100.00 of your Participation Fee will due upon execution of this Commitment Letter. Upon execution of this Commitment Letter, you will be invoiced monthly for payment of your annual participation fee (“Participation Fee”) to the Integrity Dental Buyers Group. The Participation Fee is \$1200, payable by each member at \$100.00 per month. The Participation Fee will be reduced to \$1000.00, if the member pays \$1000.00 in full upon execution of your Commitment Letter or on or before April 30, 2016. The Participation Fee is non- refundable; provided that, if IDBG does not implement the Purchasing Program, IDBG will return to you 100% of the Participation Fee then paid by you and received by IDBG pursuant to this Commitment Letter.
- At its sole option, IDBG may, at any time, amend, modify, or replace the form of Participation Agreement; provided that any amendment, modification, or replacement of the form of Participation Agreement will be substantially similar to the key terms set forth in Attachment 1.
- At its sole option, IDBG may, at any time, withdraw or rescind the opportunity to participate in the Purchasing Program described in this Commitment Letter, for any reason, without any liability to you.

• YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS COMMITMENT LETTER AND SUBSEQUENT PARTICIPATION AGREEMENT THAT YOU HAVE GRANTED IDBG, LLC, EXPLICIT AUTHORITY AS YOUR AGENT TO ORDER AND YOU WILL MAKE PAYMENT FOR THE PRODUCTS AT DISCOUNT PRICE EQUAL TO AT LEAST 30% OR GREATER OFF THE PRICE NORMALLY EXTENDED BY SUPPLIERS FOR THE PRODUCTS AND FOR THOSE PRODUCTS APPLICABLE TO YOUR PRACTICE REQUIREMENTS.

If you have read, understand, and agree to the terms and conditions of this Commitment Letter, please sign below where indicated and return the executed Commitment Letter by transmitting it by to Lisa VanZandt, COO of the Georgia Dental Holding Company, at her address below or via email to Ms. VanZandt at lisa@gadental.org as quickly as possible, but no later than May 1, 2016, if you plan to participate in the June 1, 2016 purchase.

Lisa VanZandt
 Georgia Dental Association
 7000 Peachtree Dunwoody Road NE
 Suite 200, Building 17
 Atlanta, Georgia 30328

IDBG will accept counterpart signature pages of the Commitment Letter. If there are any inconsistencies between this Commitment Letter and the Participation Agreement, the terms of

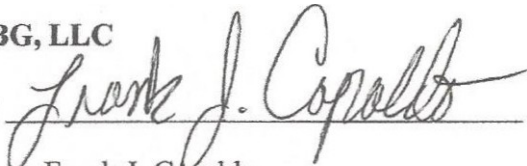
This Commitment Letter will control. Execution of this Commitment Letter does not constitute a waiver of any of the terms and conditions of the Participation Agreement and all rights and remedies at law or in equity are reserved.

Sincerely,

Frank J. Capaldo, CEO

IDBG, LLC

By: _____



A handwritten signature in cursive script, reading "Frank J. Capaldo", is written over a horizontal line. The signature is fluid and extends slightly to the right of the line.

Name: Frank J. Capaldo

Title: CEO

SCHEDULE "A"

The Following is a sample List of Products, but it is intended that all Product Supplies will be available from the inception of the first purchase.

Dental Supplies:

1. Adhesive/Etch (bonding agent), e.g. phosphoric acid/Optibond
2. Lidocaine HC12% Epinephrine
3. Septocaine
4. Dental Dam 6 x 6
5. Disposable Prophy Angles
6. Gloves
7. Composites
8. Amalgam
9. Impression Material (alginate and PVS)
10. Etching Tips
11. Burs
12. Implants
13. Sterilization supplies (including pouches, wraps, tapes, ultrasonic solution)

Office Supplies:

1. Chair Covers
2. Tray Covers
3. Bibs (self-adhering and clip-on)
4. Ink and toner and printer paper
5. Paper products (such as paper towels, tissue)
6. Masks
7. Scrubs/uniforms
8. Computers

ATTACHMENT 1

SUMMARY of SAMPLE

KEY TERMS

The following sets forth a sample of a summary of the key terms and conditions (“**Summary**”) of a proposed relationship between the Georgia Dental Association or a related entity and a selected procurement provider (“**Provider**”).

This Summary is not intended to be, and does not constitute, a legally binding obligation or commitment of either Georgia Dental Association or Provider, express or implied and terms may change with negotiations.

Overview of Relationship

The Georgia Dental Association (“**GDA**”) desires to provide its members who elect to participate in GDA's member purchasing program (each a “**Purchasing Member**”) the opportunity to order certain products, equipment, supplies and related services (“**Products**”) at a discounted and sustainable price (“**Product Pricing**”) from qualified suppliers participating in Provider’s purchasing programs (“**GDA Purchasing Program**”).

Each supplier will be required to agree to provide to Purchasing Members the highest level of customer, installation, repair (including warranty repair) services each supplier makes available to any of its customers (“**Suppliers**”). The foregoing would also apply to certain existing Products and equipment Purchasing Members may be using as of the effective date of the GPO agreement (“**GPO Agreement**”). Suppliers will include suppliers currently providing Products to Purchasing Members (outside of the GPO Agreement).

Each Purchasing Member will order Products directly from a Supplier through a portal administered by Provider (the “**Portal**”). The Portal will include Provider’s full catalog of products and equipment typically used by medical and dental practices which Provider would make available to Purchasing Members. Each Purchasing Member will be solely responsible for payment for any products ordered or services received from a Supplier. GDA will have no responsibility to Provider or any Supplier for such payments or the actions of any Purchasing Member.

The initial term of the GPO Agreement would commence as of the date that the Products are available for purchase by Purchasing Members via the Portal at the prices and in the manner set forth in the GPO Agreement (“**Trigger Event**”), and continue for 24 consecutive months from the Trigger Event (“**Initial Term**”). The Initial Term may be renewed for two consecutive twelve months periods (“**Renewal Term**”), unless either GDA or the Provider notifies the other of its non-renewal in writing at least 60 days prior to the expiration of the Initial Term or any separate twelve-month period during the Renewal Term (collectively the “**Term**”). Each consecutive

twelve-month period during the Initial Term and each subsequent separate consecutive twelve-month period during the Renewal Term will be referred to as a **“Separate Twelve-Month Period.”**

During the Term GDA intends to maintain participation by no less than 300 Purchasing Members regardless of any individual Purchasing Member’s date of commitment to participate in the Purchasing Program or withdrawal from such Program (**“Minimum Member Participation Level”**).

Provider will provide the services described in the statement of work, which will be attached to the GPO Agreement (**“Statement of Work”**). Performance of the services by the Provider will be subject to certain minimum performance standards. Examples of such standards are described in Schedule B to this Summary (**“Key Performance Indicators” or “KPIs”**). Provider’s performance and the performance of the Suppliers will be reviewed and measured periodically by the parties during the Term (through a performance scorecard for both Provider and each Supplier, including results of customer surveys conducted by Provider with Purchasing Members) and adjusted as needed to properly address the needs of the Purchasing Members. Failure to satisfy all or certain of the KPIs may result in an event of default by Provider under the GPO Agreement entitling GDA to terminate the GPO Agreement or exercise certain other remedies such as reducing or suspending the Minimum Member Participation Level until such event of default is cured, if curable. The KPIs set forth in the GPO Agreement as of its effective date (**“Baseline KPIs”**) will be reviewed periodically during the initial six months of the Initial Term by GDA and the Provider to confirm the appropriate KPIs applicable to Provider’s services and the Suppliers’ services during the remainder of the Initial Term (**“Review Period”**). During such Review Period, Provider will not be subject to termination for failure to satisfy all or any KPIs. The Baseline KPIs must be confirmed by GDA and the Provider in writing no later than 30 days after the expiration of the Review Period.

If the parties fail to confirm the KPIs by such date, the Baseline KPIs will be deemed effective as to Provider and each Supplier for the Initial Term. Prior to the expiration of the Initial Term and the following Separate Twelve-Month Period, as a condition of renewal, GDA and the Provider will evaluate and agree on KPIs applicable to any Separate Twelve-Month Period during the Renewal Term.

GDA may present information about the potential GDA Purchasing Program to its members and obtain such members’ commitment to participate in the GDA Purchasing Program in advance of the execution of the GPO Agreement, which commitment will be subject to GPO Agreement being executed by Provider and GDA as described herein.

Provider will also provide such information, data, and materials as requested by GDA including, but not limited to, FAQs, Provider’s forecasted financial savings information for Purchasing Members, and Provider strategic plan for accomplishing the forecasted financial savings and service goals of the GDA Purchasing Program during the Term for GDA’s use and presentation to GDA’s board of directors, advisors, user group, and any other members GDA selects.

Reporting

Provider will provide GDA access to purchasing data of the Purchasing Members and performance data of Suppliers in the form, manner, and times agreed upon by GDA and the Provider in writing. At a minimum, Provider will provide GDA a summary of such data via an electronic dashboard initially within 30 days after the effective date of the GPO Agreement and, thereafter, update data on a monthly basis. GDA will have the right to inspect and audit purchasing data of Purchasing Members upon written notice to Provider. GDA may provide the purchasing data or any portion thereof to Purchasing Members as it deems appropriate.

Financial Terms

Provider will receive a monthly administrative fee from the Suppliers based on the Net Sales of any and all Products made by the Suppliers to Purchasing Members. For the purpose of the GPO Agreement, "Net Sales" means each Supplier's gross sales from purchases of the Products by Purchasing Members (or by a Purchasing Member's representatives, including affiliates, subcontractors, contractors, agents, or other representatives), made or received directly or indirectly, net of any discounts and return credits within the applicable monthly reporting period.

GDA will invest funds and incur expenses to administer the Purchasing Program for its Purchasing Members. Provider will pay GDA an administrative fee to be agreed upon by GDA and Provider which will be a percentage of the monthly administrative fees Provider receives from all of the Suppliers, provided that the total amount of such fees will not be less than _% of the annual Net Sales ("Annual Aggregate Amount"). At least 30 days prior to the expiration of any Separate Twelve-Month Period, GDA and the Provider will determine whether or not GDA has received administrative fees equivalent to at least the Annual Aggregate Amount and if not, Provider will pay GDA an amount necessary for GDA to have received the greater of the Annual Aggregate Amount or the monthly administrative fees required under the GPO Agreement.

Provider/Supplier Services to Purchasing Members

Provider will enter into agreements with Suppliers to produce and sell products in amounts sufficient to meet each Purchasing Member's purchasing requirements for the Products ("Supply Agreements"). GDA and each Purchasing Member will be an express intended third party beneficiary of such Supply Agreements. Certain terms and conditions in the GPO Agreement applicable to Suppliers will be incorporated into and made part of any terms and conditions applicable to the Suppliers under the Supply Agreements. Such terms and conditions will also be made part of any Participation Agreement that each Purchasing Member will be required to sign with GDA. The Participation Agreement will authorize GDA to contract with Provider to negotiate such Supply Agreements for the Purchasing Members' benefit.

Provider will provide to GDA and the Purchasing Members a designated Provider employee to act as a single point of contact for issues related to or arising out of the GPO Agreement.

GDA or its designated affiliate or agent will establish and operate a call center to address Purchasing Members' complaints regarding the Purchasing Program. Purchasing Members will be instructed to initially contact the applicable Supplier directly, and if the complaint remains unresolved or is resolved unsatisfactorily to the Purchasing Member in accordance with the

Complaint escalation policy prescribed by GDA, the Purchasing Member will be instructed to contact the call center. If requested by GDA, Provider will use its best efforts to resolve a Purchasing Member's complaint regarding the Purchasing Program in a timely and professional manner.

Exclusivity During and After GPO Agreement

During the Term, Provider, its affiliates, or any Suppliers (as a condition to participating in the Purchasing Program) will not solicit or make available any products or services, including the Products, to Purchasing Members except under the GPO Agreement; provided that if any Suppliers are providing products or services to Purchasing Members as of the effective date of the GPO Agreement, such Suppliers may continue to provide such products and services at the request of the Purchasing Member and if such products and services are, or in the future become, part of the Products, such arrangement will be subject to the terms of the GPO Agreement.

During the Term, Provider and its affiliates must refer any contact, whether express or oral, directly or indirectly made or received, from or regarding any individual dentist, dental school, dental service or management organization, dental practice, dental association, or any other individual or organization affiliated with dentistry that has an interest in any purchasing program administered by Provider or any of its affiliates to GDA for potential participation in the GDA Purchasing Program.

During the Term and for 12 months after the date of expiration of the GPO Agreement or the earlier termination thereof, neither Provider nor any of its affiliates will solicit, respond to, or negotiate a purchasing agreement that is the same or substantially similar to the GDA Purchasing Program or the GPO Agreement for any dental business. The foregoing restriction will also apply to Provider and its affiliates for 12 months after the expiration or earlier termination of the GPO Agreement.

Allocation of Responsibility and Liability

Each Supplier will be required to defend, hold harmless, and indemnify GDA and each Purchasing Member for any claims related to or arising from the Products it provides. Provider and its affiliates will defend, hold harmless, and indemnify GDA for any claims related to or arising from Provider or its affiliates' performance under the GPO Agreement or the Supply Agreements. GDA and certain affiliates will be additional insureds under insurance coverage agreed-upon and maintained by the Provider.

Confidentiality

GDA and Provider will protect each other's Confidential Information (as defined below or further described in the GPO Agreement), using at least the same care that each uses to protect its own Confidential Information, but no less than reasonable care. Consistent with the terms herein, GDA and Provider will use any Confidential Information received in connection with this Summary or the GPO Agreement solely for the purposes of documenting and negotiating a GPO Agreement and communicating with GDA members and for no other purpose. Except as noted in this Summary or the GPO Agreement or required by law, neither GDA nor Provider will disclose, publish, or disseminate the Confidential Information without each of the other party's prior written consent to anyone other than (a) their personnel who have a need to know the

Confidential Information and are bound by written agreements that prohibit unauthorized use or disclosure of the Confidential Information; and (b) their professional advisors, including accountants and attorneys. GDA and Provider will promptly return any Confidential Information of the other party obtained in connection with the matters contemplated by the Summary and the GPO Agreement upon the cessation of negotiations related to the GPO Agreement and upon the expiration of the GPO Agreement or the earlier termination thereof.

“Confidential Information” means any information that, by its nature, would be recognized or treated by the other party as confidential or proprietary, including, but not limited to: (a) the terms of this Summary; (b) any Product Pricing, information, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development, or know-how related to the GPO Agreement; (c) any information related to designs and manufacturing processes for the Products or to the provision of services; and (d) the identity, terms and conditions and existence of agreements with suppliers or any Purchasing Member. Confidential Information does not include any information that: (i) is or becomes generally known or available by publication, commercial use, or otherwise through no fault of the receiving party; (ii) the receiving party can demonstrate that it independently developed without the use of the disclosing party’s Confidential Information; or (iii) is lawfully obtained from a third party who has the right to make such disclosure.

Marketing & Advertising

GDA will manage, execute, and pay for marketing plans and other promotional activities for the GDA Purchasing Program, including media placement, creation and production of marketing and promotional events and materials, and for public relations. GDA will consult with Provider in connection with such activities. Provider and its affiliates will not use the name, trademark, service mark, logo, or other indicia of origin of GDA, its affiliates, or any Purchasing Member, past or present, in any marketing, advertising, or promotional activities without the prior written approval of GDA.