

## **DenVantage Provider Agreement**

This agreement is entered into between the dental practice service provider signing below (“Dentist”) and Dental Health Advantage Plan, LLC (“DenVantage”).

The DenVantage plan (the “Plan”) is a membership arrangement designed to keep dental care affordable by reducing the overhead costs of dental practice service providers and passing those savings on to Plan members enrolled by the provider in exchange for payment to DenVantage of a low monthly membership fee. The benefits of the Plan are outlined in the DenVantage schedule of benefits provided to each member by the provider (the “Benefits”). DENTIST UNDERSTANDS THAT THE PLAN IS NOT INSURANCE. IT IS A MEMBERSHIP PLAN THAT ALLOWS MEMBERS TO SAVE MONEY. By signing below and paying the ongoing fees and expenses indicated in this agreement, Dentist agrees to join the Plan as a dental practice service provider under the following terms:

1. DenVantage will provide Dentist with all Plan materials and descriptions, including membership contracts, plus telephone training of Dentist staff at mutually agreeable time(s) for set-up purposes.
2. For patients joining DenVantage, there is a one-time, non-refundable member enrollment processing fee of \$55 for individuals and \$95 for families, collected by DenVantage from Dentist’s patients who sign up for DenVantage. From each member enrollment processing fee collected by DenVantage, DenVantage will pay Dentist a portion, currently as follows: \$20 from each individual enrollment and \$40 from each family enrollment. DenVantage will provide written notice at least 30 days prior to any change in this amount.
3. On a monthly basis, DenVantage will pay Dentist the amounts collected by DenVantage per Paragraph 2 above in the prior month. In addition, DenVantage will pay Dentist all gross membership fees collected by DenVantage from Dentist’s members in the prior month, minus the “plan fee” of \$3.00 per active patient per month. This fee includes bank processing fees for credit card and ACH payments. Dentist agrees to pay the Plan Fee as long as it has any member patients in the Plan. Note: DenVantage has no control over bank processing fees for credit card and ACH payments, and the Plan Fee may be increased at any time by DenVantage in the event of an increase in such fees.
4. Membership Fees are set, and may be changed, by mutual written agreement of Dentist and DenVantage, subject to any limitations in the Plan Agreement with each member, but in no event may such a change occur more than once every 12 months.
5. Dentist agrees to accept member payments less the Plan Fees as payment in full for the Plan Benefits that are covered at 100% by the membership fee. For Benefits not covered by the membership fee, it is solely the Dentist’s responsibility to collect any additional fees from the member and all these fees for services not covered 100% by the membership fee are the property of the dentist.
6. Dentist is responsible for ensuring that automated payments are received by DenVantage from Dentist’s members in the event of denied or expired credit cards or insufficient funds for ACH payments. DenVantage is only responsible to pay Dentist funds actually received by DenVantage by the monthly closing date, minus the Plan Fees. Member enrollment will automatically terminate in the event of nonpayment of their enrollment fees.
7. Plan Benefits for each member’s 12 month enrollment period do not roll over. Members must take advantage of Plan Benefits within each applicable 12 month enrollment period, or lose them.
8. In exchange for each member’s payments of the membership fee specified in the enrollment form, Dentist will provide the Benefits to such member. Dentist is 100% responsible for all dental treatment; members have no recourse against DenVantage and Dentist agrees to indemnify, defend, and hold harmless DenVantage from any and all claims and liabilities arising from or connected with the dental services and Benefits provided by Dentist to its patients.
9. Dentist must offer equal access to convenient times in Dentist’s schedule for Plan members, and agrees not to restrict scheduling of members to only lower demand times.
10. Non-delivery of dental practice services contracted by Dentist and paid through DenVantage are the sole responsibility of Dentist. Dentist warrants that he/she will provide all services specified in the member agreement within the terms of the member agreement; provided that it is not Dentist’s responsibility to ensure that members make and keep their appointments.
11. DenVantage is the sole owner of the software, website (and all intellectual property and copyrights to all verbiage contained in website), and the contracts and brochures it provides to Dentist and members and Dentist shall not hold

itself out as having any ownership rights with respect thereto or, except as specifically granted hereunder, any other rights therein.

12. DenVantage grants Dentist the revocable, limited, and non-exclusive right to use the DenVantage name, logo, contracts, brochures, plan structure, and descriptions only in association with its participation in the Plan while Dentist is in good standing during the term of this agreement. DenVantage reserves the right to revoke such license at any time in its sole discretion, and Dentist shall immediately cease such use at termination of this agreement or any earlier revocation of such rights by DenVantage. Dentist shall not use DenVantage's trademarks in any manner that would tend to injure, demean or dilute the reputation of DenVantage or the goodwill symbolized by DenVantage's trademarks. Dentist shall not publish any press release, promotion, or public statement regarding the Plan without first submitting such material to DenVantage and receiving the prior written consent of DenVantage.
13. This agreement is governed by the laws of the State of Maine (without giving effect to its conflicts of law principles). Except for disputes for which only injunctive relief is sought, any disputes between Dentist and DenVantage (which are not otherwise resolved by the parties) will be submitted to binding arbitration administered by JAMS in Portland, Maine in accordance with the then prevailing JAMS Streamlined Arbitration Rules and Procedures. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction. Each party waives its right to a trial by jury for any disputes between the parties.
14. DenVantage in no way warrants Dentist's profitability in participating as a provider in the Plan; it is Dentist's sole responsibility to manage and monitor its profit.
15. Dentist's participation as a Plan provider is effective for a minimum term of 12 months and thereafter until this agreement is terminated by either party. After the initial 12-month term, Dentist may terminate its participation in the Plan with 60 days prior written notice to DenVantage. Dentist must provide its members with at least 60 days prior written notice of its intent to terminate its participation in the Plan, and must continue to fulfill all contractual commitments to its members and to DenVantage through the effective date of such termination, including, without limitation, continuing to schedule and provide all dental services to all members through such date. Upon termination of participation by Dentist, or by a member, it is solely Dentist's responsibility to collect all fees for all dental services rendered prior to termination that exceed member payments made to the Plan. If membership fees collected from any member exceed the Benefits provided to such member through the date of termination, Dentist shall promptly refund the difference to such member.
17. The Plan may be discontinued at any time at the sole discretion of DenVantage.

This agreement contains the entire agreement of the parties. No terms, conditions, understanding, or agreements purporting to modify or vary the terms of this agreement shall be binding unless made in writing by DenVantage.

*Your signature below signifies your acknowledgment that you understand and agree to the terms listed above and consent to follow all provisions of the DenVantage Plan as laid out in this agreement.*

Dentist: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

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