

Ohio Dental Association Services Corporation Group Purchasing Organization

Member Services Agreement

This Member Services Agreement is entered into between the Member, as defined below, and the Ohio Dental Association Services Corporation Group Purchasing Organization, having its principal place of business at 1370 Dublin Road, Columbus, Ohio 43215 (the “GPO”).

Services

The GPO offers a variety of services to dentists to enable Members to receive discounts from manufactures and distributors of dental products and services. These services consist of the following;

- Representing the members’ interests with dental supply companies and manufacturers
- Negotiating volume discounts from supply companies and manufactures
- Fostering relationships with dental supply companies and manufacturers

Definitions

“Member” refers to the participating Ohio Dental Association dental professionals who desire to receive the benefits of the GPO.

“Participating Distributor” refers to enlisted distributors and/or manufacturers of dental products and services.

“Commencement Date” refers to the date in which the contract becomes official and services begin.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are acknowledged, the GPO and Member agree as follows;

1. GPO Services: The GPO will negotiate group purchasing discounts for Members through the Participating Distributors. Members that choose to place an order through the GPO’s arrangement will place those orders through the website with Participating Distributors for Member’s product needs. The Member shall have full discretion to purchase supplies and services from any dental supplier or company and is not obligated to purchase supplies or services from a Participating Distributor.

2. Follow-Up: Member shall promptly notify GPO of any material complaints or issues regarding any goods or services provided by a Participating Distributor and the GPO shall follow up with the Participating Distributor regarding the complaint of issue. Notwithstanding, the GPO is not a seller of products and does not own, control, or invest in any Participating Distributor. All warranties of the goods and services are issued and administered by the Participating Distributor.

3. Payment: Member shall pay the Participating Distributor for the products and services provided by the Participating Distributor. The GPO shall be compensated by the Participating Distributor. GPO receives 3% of the purchase price of the goods or services provided by the Participating Distributor. The GPO will disclose the actual amount received from Participating Distributors from Members annually. The GPO 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. GPO shall never receive higher than 3% without written notification.

4. Term: The term of this Agreement shall commence upon the later of the date the Member signs this agreement or accepts this Agreement online and/or the date the GPO signs it, which will be the Commencement Date, and shall continue until either party gives notice to the other of its intention to terminate the Agreement. In the case of termination, the intention to terminate must be given 30

days prior to termination. Upon termination, Member shall cease placing orders and shall have no further obligations to the GPO other than those that may have occurred prior to termination.

5. Confidentiality: Member shall keep all savings, pricing proposals, and other information furnished by the GPO and available to Members and not generally available to the public strictly confidential. The GPO shall keep information provided by the Member regarding Member's practice and not generally known to the public strictly confidential; provided, however, the GPO may use the general information regarding Member's practice, without identify the practice name, in its solicitation and provision of similar services to other Members. The GPO may also provide Member's contact information to Participating Distributors.

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

7. Governing Law: This Agreement is entered into and shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

8. Notices: Any notice provided for in this Agreement must be in writing and must be sent by email, in the case of notice by the GPO to Member, to Member's email address, and in the case of notice by the Member to the GPO, to the GPO's email address. Such email addresses shall be deemed valid until notice of a different email address is given.

9. 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 GPO and the Member.

IN WITNESS WHEREOF, the parties, being dully authorized to do so, have executed this Member Services Agreement as of the Commencement Date.

OHIO DENTAL ASSOCIATION SERVICES CORP GROUP PURCHASE ORGANIZATION

☐ By checking this box I acknowledge that I have read this agreement and I understand and agree to the terms contained therein.

Name: _____

Title: _____

Date: _____

Email: _____

GPO Members

Dental Practice Name: _____

Practice Location(s) (city, ZIP): _____

☐ By checking this box I acknowledge that I have read this agreement and I understand and agree to the terms contained therein.

Name: _____

Title: _____

Date: _____

Email: _____

ADA #: _____

☐ By checking this box I acknowledge that I have read this agreement and I understand and agree to the terms contained therein.

Name: _____

Title: _____

Date: _____

Email: _____

ADA #: _____

☐ By checking this box I acknowledge that I have read this agreement and I understand and agree to the terms contained therein.

Name: _____

Title: _____

Date: _____

Email: _____

ADA #: _____

All dentists in practice must complete agreement. If there are more than three dentists in your practice, please utilize an additional form.