

PARTICIPATING DENTIST AGREEMENT

This Agreement ("Agreement") is entered into, on this _____ day of _____ 2009, between the undersigned dentist ("Participating Dentist or a Participating Group Practice") and hereafter referred as "ADP".

WITNESSETH

- A. ADP has provided various subscribers & their eligible dependents with a wide range of dental services on a discount fee for service basis.
- B. Each of subscribers has entered into contracts with ADP and by terms of such contract ADP has agreed to provide subscribers with dental care in exchange for periodic payments.
- C. It is specifically understood by the parties hereto that the said contracts contain varying provisions, and also that they may be modified prospectively from time to time. Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

I General Provisions

- A. Participating Dentist or Participating Group Practice agrees to provide Dental Services to all eligible members of ADP and to provide such services in the same manner in which, and with the same availability as, Participating Dentist provides services to his or her other patients. Participating Dentist agrees not to differentiate or discriminate in the treatment or quality of care of eligible ADP members.
- B. Participating Dentist represents and warrants that he or she is licensed to practice dentistry pursuant to the laws where he or she is practicing dentist. Participating Dentist agrees that he or she will immediately notify ADP in writing should either he or she becomes disable or such license or registration be revoked, restricted, suspended or otherwise subject to disciplinary action by any government agency. Immediately upon happening of such an event this agreement shall automatically stand terminated and the provisions of clause II B hereto shall apply.
- C. Participating General Dentist agrees to accept as payment in full for Dental Service the amount shown in the attached assigned fee schedule. Participating Dental Specialist agrees to provide dental services at a twenty (20%) discount of Usual and Customary fees. Specialist will submit a copy of their Usual and Customary fees with Agreement and notify ADP in writing thirty (30) days, prior to any fee changes.

II Term and Termination

- A. The term of this Agreement shall begin on the Effective Date listed on the Agreement and shall continue in effect until termination by either party by thirty (30) days prior written notice of intention to terminate by registered or certified mail.

- B. If this agreement is terminated, each party shall remain liable for any obligations or liabilities arising from activities carried on by them hereunder prior to termination, and Participating Dentist shall continue to provide Dental Services under the terms of this Agreement as if it had not terminated for all courses of treatment of enrolled members that began prior to the termination of this Agreement until such treatment is completed or reasonable and medically appropriate.

III Dispute Resolution

- A. ADP and Participating Dentist agree to meet & confer in good faith to resolve any disputes that may arise under this Agreement.
- B. This agreement shall be subject to the jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania.

IV Miscellaneous

- A. Malpractice:

Participating Dentist agrees to carry Malpractice Insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

- B. Indemnification:

ADP shall not be liable for any act or omission by Participating Dentist. In connection with or arising solely out of the negligent performance of dental services by Participating Dentist, Participating Dentist agrees to defend, indemnify and hold ADP harmless from any claims, demands, liabilities, damages, or judgments against ADP and its agents.

Name of Participating Dentist or Group Practice

Address:

401 Commerce Drive, Suite # 108

Fort Washington, PA 19034

Signature Director

Date Effective Date of Agreement