



SmileRewards™ PARTICIPATION AGREEMENT

Group 3 Marketing

800 E. Wayzata Blvd. #201

Wayzata, MN 55391
"G3M"

Dental Office _____

Address _____

City/ST/Zip _____
"Dental Office"

PARTICIPATION AGREEMENT

- G3M has developed a customer loyalty program for Dental Offices, allowing their patients to become members of the SmileRewards™ marketing "Program".
- G3M will provide database management services, a member services center, and creative and mailing services to Dental Office as well as certain marketing ideas and programs to assist the Dental Office in creatively promoting the Program to its patients.
- G3M will provide the Dental Office with geographic exclusivity for SmileRewards program within a standard five (5) mile radius of the Dental Office's location(s) and will consult with the Dental Office prior to enrolling other Dental Offices outside that radius, giving the Dental Office the right of first refusal regarding other Dental Offices in the market that may be considered direct competitors.
- G3M, its employees and agents, are the managers of the Dental Office's client database and agree not to sell, rent or in any other way release any portion of the demographic or sales data contained in the Dental Office database to any party, without the prior written approval from the Dental Office owner. Dental Office may only access its own Program data for its patients. G3M agrees that all demographic, lifestyle, and sales activity data of both members and patients are the property of the Dental Office.
- Dental Office agrees to allow G3M to use and publish summary information about the Program so long as no individual Dental Office's information is made public to any party not associated with the Program.
- Dental Office acknowledges that by participating in the Program, exact benefits cannot be predicted or assured.
- G3M is willing to accept Dental Office as a participant in the Program subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

1. Terms of Participation. This Agreement shall be effective for a term of one year from the date of this Agreement and will automatically renew annually unless terminated in accordance with Paragraph 2 below.

2. Termination. This Agreement may be terminated by G3M at any time with ninety (90) days advance written notice of such termination to the Dental Office. Dental Office may terminate this Agreement at the end of the term by giving G3M ninety (90) days advance written notice of Dental Office's intention to terminate. Upon termination by Dental Office, G3M will charge a \$0.25 (Twenty-five Cents) per member termination fee, payable in advance, to process and return client demographics and current program information for each member to the Dental Office. The termination fee shall not exceed \$500 for any location.

3. Conditions of Participation:

- A. Dental Office will be invoiced monthly for all services provided by G3M for the following month in accordance with the G3M Pricing Schedule, which may be changed annually at the discretion of G3M. Invoices will be sent electronically in a PDF format.
- B. Dental Office will usually be required to pay all invoices using a credit card. G3M reserves the right to halt all Program mailings and database services until past due invoices are paid. Mailings delayed due to non-payment will be sent with the next scheduled monthly mailing. All invoices will be in U. S. Dollars. Payment will be in U. S. dollars.
- C. Dental Office may pay by check and agrees to provide G3M with credit card information and agrees that if payment is not made by the 10th day of each month, G3M may charge the credit card for the full amount of the invoice.
- D. Dental Office will notify G3M of any changes in its business in a prompt and timely manner.
- E. Dental Office is solely responsible for the redemption of all rewards G3M issues on behalf of the Dental Office.

4. **PMS Interface.** Dental Office is responsible for any additional PMS software costs, including the purchase of additional software, programming and installation of such software or upgrades, imposed upon the Dental Office by the PMS software provider that may be required for the Dental Office's PMS software to interface with the G3M database management system.

5. **Data Collection.** Dental Office will be responsible for proper set-up and maintenance of PMS system and sending data via its electronic database, any required upgrade(s) and associated costs to transmit demographic and transactions to G3M are the responsibility of the Dental Office.

6. **Reports.** G3M will provide Dental Office with monthly activity reports and a master patient list of members in the Program.

7 **Breach of Agreement: Damages.** Parties acknowledge that they will rely on this Agreement and the obligations contained herein, and that in the event of any breach of this Agreement by one of the parties, the other will sustain substantial damages, whether monetary or otherwise. Parties acknowledge that each expressly retains its right to initiate any legal action against the other, in law or equity, in the event of breach.

8. **Data Integrity and Confidentiality.** G3M, and its agents, shall use all reasonable care and businesslike actions to maintain the integrity of all elements of the database on behalf of the Dental Office. All marketing and database information and procedures, both written and electronic, relating to the Program shall be considered confidential by all parties.

9. **Applicable Law.** This Agreement shall be governed by the laws of the state of Minnesota.

Date: **For Group 3 Marketing, Inc.** **For Dental Office:**
_____ By: _____ By: _____
Title: _____ Title: _____

Key Contact: _____ **Title:** _____

Contact
E-Mail Address: _____ **Phone #:** _____

Please PRINT all information neatly. If multiple locations, please provide a contact name and e-mail address for each location on a separate sheet. Please identify the contact person who should receive all invoices.

Credit Card Information: (Please Print)

Visa MasterCard **American Express (Check one)**

Name on Card: _____

Card #: _ _ _ _ _

Three digit security code # on back of card: _ _ _ (4 Digits on AMX Front)

Expiration Date: Month _____ **Year 20** _ _