



THRIVE SIGNATURE SERVICE AGREEMENT

THIS THRIVE SIGNATURE SERVICE AGREEMENT (“Agreement”) is entered into as of _____, 20__ (“Effective Date”), by and between HENRY SCHEIN, INC. (“HSI”) and _____ (“Customer”), and the “Additional Terms and Conditions” on Exhibit A attached hereto are hereby incorporated by this reference herein. Terms shall have the meanings defined in the Additional Terms and Conditions. The parties agree as follows:

- 1. **Membership:** HSI has enrolled Customer into the Thrive Signature Membership Program for the fee of \$999 per year, relating to the single location only described in the signature block below. Any changes to Customer’s practice relating to additional locations will be addressed by an amendment to this Agreement. (See Section 3c relating to HI and AK). Thrive Rewards discounts apply to this fee. Membership is non-transferrable.
- 2. **Primary Supplier/Growth Rebates.** Customer hereby appoints HSI as its Primary Supplier. “Primary Supplier” means that, with respect to each membership year, it is expected that Customer will endeavor to increase Customer’s annual spend from HSI on professional merchandise intended for dental uses (“Products”) available from HSI, including all of Customer’s offices. If Customer does not utilize HSI as its Primary Supplier, HSI shall have the right to terminate Customer’s enrollment in the Thrive Signature Membership Program in HSI’s sole discretion.

Rebates: (See Exhibit A, Section 8 for more details).

Merchandise Growth Rebate: If Customer increases professional merchandise purchases by at least ten percent (10%) over the prior year, Customer shall receive an annual 2% rebate on professional merchandise purchases greater than the prior year; and thereafter, Customer shall receive an annual 2% rebate on professional merchandise purchases greater than the then-prior year.

Large Equipment Rebate: 2% annual rebate on up to \$50,000 spent on Large Equipment during the membership year

- 3. **Included Program Benefits** (additional benefits may be added from time to time):
 - a. Practice Analysis/Fee Analysis: HSI will provide access to an HSI practice analysis (“HSPA”) of Customer’s practice. This includes one “Fee Analysis”, which illustrates the average procedure fees for the applicable geographic area. Additional Fee Analysis reports will be available for a fee.
 - b. Thrive Key Analytics Report – daily email report to Customer, only available for licensees (only available to certain practice management software users, subject to change, execution of service agreement required).
 - c. Shipping included on merchandise purchases over \$249 (large equipment, non-stock fee, hazardous fees and expedited shipping not included). If Customer has locations for shipping in Alaska or Hawaii (or both), Customer shall pay an extra \$400 as an addition to the Thrive membership fee referenced above.
 - d. . 36% service labor discount off published local rates (not combinable with any other service discount).
 - e. Eighteen month extended labor warranty on product purchases to which a labor warranty applies (Customer must have active enrollment in Thrive Signature Membership Program during such entire extended warranty period).
 - f. One preventative maintenance visit per membership year (includes only: routine labor and mechanical room only, a kit/parts not included, but available to purchase separately).
 - g. Access to exclusive member-only discounts and limited time offers in the HSI portfolio.
- 4. **Entire Agreement.** This Agreement, including the additional terms and conditions attached hereto constitutes the entire agreement between Customer and HSI. The terms contained in this Agreement shall supersede any conflicting terms contained in any document used or submitted by either party in connection with the purchase of Products.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

HENRY SCHEIN, INC.

Customer: _____

By: _____
Name: _____
Title: _____
Date: _____, 2023

By: _____
Print Name: _____
Title: _____
Date: _____, 2023

JDE: _____

Preferred Email: _____

Address for notices:
135 Duryea Rd.
Melville, NY 11747
Attn: General Counsel
Henry Schein Vice President or above must sign

Address for notices:

Attn: General Counsel

Exhibit A

Additional Terms and Conditions

1. Term of Agreement. Except as otherwise agreed, the term of this Agreement shall commence on the Effective Date and end one year after the Effective Date, and will renew automatically thereafter for one-year terms unless either party gives written notice to the other of its intent not to renew the Agreement at least 30 days prior to expiration of the then-current term or within 30 days after receipt of the annual renewal fee notice (“Term”). The annual membership fee and terms for each renewal term will be HSI’s then-effective membership fee and terms for the Thrive Signature Membership Program. All amounts paid hereunder are non-refundable except as provided herein.

2. Sales Terms. HSI shall sell the Products to Customer subject to HSI’s standard terms of sale in effect from time to time, except as provided herein. Purchase Prices are exclusive of all local, state and federal taxes, including sales, use and similar taxes, and are subject to change without notice. Customer is responsible for payment of any and all taxes. All amounts payable under this Agreement shall be paid in U.S. dollars within 30 days of the invoice date. HSI’s shipping and freight policies in effect at time of order placement which may be amended from time to time apply to all sales hereunder, except as provided herein.

3. Compliance with Laws. The parties agree that in carrying out their duties and responsibilities under this Agreement, they will neither undertake nor cause nor permit to be undertaken, any activity which either is illegal under any applicable laws, decrees, rules, or regulations.

4. Confidentiality of Information. During the Term and for a period of two years thereafter, neither party will use (except to undertake the activities contemplated by this Agreement), publish or otherwise disclose any information related to the other party that is acquired by such party in connection with the performance of this Agreement (“Confidential Information”) unless required by law, regulation or legal process. “Confidential Information shall not, however, include any information that, as shown by competent proof: (a) is publicly known or generally available in the public domain prior to the time of disclosure by the disclosing party to the receiving party, (b) becomes publicly known or generally available in the public domain after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party, (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s written records existing immediately prior to the time of such disclosure, (d) is obtained by the receiving party from a third party that may lawfully disclose such information without breaching any obligation of confidentiality applicable to such third party, or (e) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by the receiving party’s independent contemporaneous written records. Nothing in this Agreement shall be construed to prohibit HSI from maintaining records normally maintained in its business. Further, HSI may create and retain listings, which consist of Customer information developed in connection with the Program whether or not derived from Confidential Information. Such listings of customers created and maintained by HSI shall be the exclusive property of HSI.

5. Term/Termination. Either party may terminate this Agreement upon 30 days prior written notice. If HSI terminates this Agreement in the first twelve (12) months after the Effective Date, HSI shall refund a prorated amount of the membership fee to Customer. If Customer terminates this Agreement within thirty (30) days of enrollment/renewal, Customer is eligible for a refund of the membership fee unless the benefit utilized in those thirty (30) days total more than the membership fee (and if any benefits are utilized, any refund shall be reduced by such benefit amounts).

6. Other Matters.

6.1 Notices. Except as otherwise provided, all notices given under this Agreement shall be in writing and delivered by hand, by mailing by certified or registered mail, or by overnight courier, to the parties’ respective address indicated on the signature page of this Agreement or such other address as a party specifies in writing to the other party.

6.2 Governing Law. This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. The parties irrevocably submit to the jurisdiction of the federal courts sitting in the Eastern and Southern Districts of New York or any New York state courts in the counties of Nassau and Suffolk, for the purpose of any suit, action or proceeding arising out of this Agreement. The parties hereby irrevocably waive the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.

7. Regulatory Compliance. Customer is required to comply with all applicable federal and state laws and regulations, specifically including, but not limited to, the federal anti-kickback law, 42 U.S.C. Section 1320a-7b(b) and any similar applicable state laws. Customer may be obligated to report and provide information concerning any discounts, rebates or other price reductions provided under this Agreement. Customer must claim the benefit of these discounts in the fiscal year in which the discounts are earned, or the following year. By signing this Agreement, Customer acknowledges its legal obligations to fully and accurately report the discounts, rebates and/or other price reductions received under this program. Customer should retain this Agreement and any other documentation of discounts, rebates or other price reductions and make such information available to federal or state health care programs or other payers upon request.

8. Rebates.

8.1 Terms. Rebates shall be paid on all purchases of professional merchandise hereunder by Customer, excluding the Excluded Products (defined below). The rebate is paid either via a credit to Customer’s account (which can be used for any open invoices hereunder) or by check, in HSI’s discretion. The rebate will be calculated at each annual anniversary of the Effective Date, and if a credit, credited to Customer’s account within sixty (60) days after the end of the applicable time period, and if a check, mailed to Customer within thirty (30) days after the end of the applicable time period. Customer must have complied with the Primary Supplier requirements during the applicable time period for Customer to receive a rebate for such year. The “Excluded Products” are: Arestin, Cad-Cam/milling blocks, CAO products, Colgate, Orapharma, Zeiss loupes, Camlog, Office Depot, Oraquix, Sunstar/Butler, Sybron/Kerr Endodontics, Zyris Inc., Large Equipment related accessories, pharmaceuticals, repair or replacement part orders, digital impressions category (HSI class code 826), Products where HSI cannot discount further than what is offered in unit price, and all HSI subsidiaries (ie: Brasseler U.S.A. Dental, LLC, HealthFirst aka HF Acquisition Co. LLC, SAS, Henry Schein Orthodontics aka Ortho Organizers, Ace Surgical Supply Co, Inc.). “Large Equipment” means capital equipment or technology Products which because of weight, complexity, size or integration specifications require delivery, placement or installation by a technician. (“Large Equipment” is identified by HSI internally by class codes of 800 (capital equipment); 819, 826 or 850 (CAD/CAM and digital impressing); and 845 (technology)). If Customer is a member of several programs or offers from HSI, each purchase may only be subject to one rebate or discount.

8.2 Regulatory. All rebates provided under this Agreement are discounts. Customer is required to comply with all applicable federal and state laws and regulations, specifically including, but not limited to, the federal anti-kickback law, 42 U.S.C. Section 1320a-7b(b) and any similar applicable state laws. Customer may be obligated to report and provide information concerning any discounts, rebates or other price reductions provided under this Agreement. Customer must claim the benefit of these discounts in the fiscal year in which the discounts are earned, or the following year. By signing this Agreement, Customer acknowledges its legal obligations to fully and accurately report the discounts, rebates and/or other price reductions received under this program. Customer should retain this Agreement and any other documentation of discounts, rebates or other price reductions and make such information available to federal or state health care programs or other payers upon request.