

ADVANTAGE DENTAL SALES, LLC
INDEPENDENT CONTRACTOR AGREEMENT TERMS & CONDITIONS

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “**Agreement**”) is entered into by and between Advantage Dental Sales, LLC (“ADS”), a Florida limited liability corporation (the “**Company**”) and the Contractor or Business, as defined on the ADS website registration page, with the principal contact and address listed therein. (“**Contractor**”), effective as of checking the accepting box of this document (the “**Effective Date**”), where:

- A. The Company represents a mixed blend of products (“**Products**”) solely approved business associates (“**Associates**”), from the combined portfolio of products available and provides independent sales opportunities to those who desire to operate as an independent sales force.
- B. Contractor provides independent sales and marketing representation of consulting business services, and desires to have Company provide Contractor independent sales opportunities of Products from Company’s Associates.
- C. The Company desires to engage Contractor’s services upon the terms and conditions herein set forth; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Services.

(a) **Services Provided.** Contractor agrees to render the requested services (the “**Services**”) to the Company for the term of this Agreement. Company may provide Contractor with resources necessary to complete Services. Services shall include, but are not limited to, those duties set forth in Exhibit A attached hereto and such other duties as the Company may from time to time prescribe. Any additions to or modifications of the Services described on Exhibit A.

(b) **Territory of Services.** The territory in which a Contractor can operate will not be geographically limited. Company may assign Associates to Contractors based on Contractor’s affiliate sales number. The Company serves Associates within the United States and Canada, and may expand into additional countries without notice to the Contractor.

(c) **Completion of Services.** Contractor will work under the authority of the management or directors of the Company. Contractor may follow an irregular daily work schedule. Associates may supply Contractor with all equipment and materials necessary for

Contractor to complete Services. Contractor will not rely on any equipment or offices of the Company for the completion of the Services set forth in this Agreement. Company retains the right to stop, inspect, or alter the work of Contractor to ensure its conformity with this agreement.

2. FEES AND EXPENSES.

(a) Contractor Compensation. In consideration of the acceptance of this Agreement and of Contractor's performance of the Services, Company shall connect Contractor to Associates of Company for the independent sales of Products. Contractor may be required to enter into a separate agreement with Associates from time to time ("Associate's Agreement"), however, notwithstanding, no such Associate's Agreement shall conflict with any provision hereof. Payments for Services shall be made by Associates based on the negotiated commission between Contractor and Associate, or as may be proscribed in any Associate's Agreement.

(b) Expenses. Contractor shall pay all expenses incurred as a result of the performance of this Agreement or an Associate's Agreement, unless otherwise provided in writing by the Company or by the Associate.

3. WITHHOLDING OF TAXES.

Contractor is required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor indemnifies the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company or business partners as a result of independent contractor's failure to make such required payments.

4. WAIVER OF BENEFITS

Contractor waives the right to receive any benefits from the Company, including but not limited to health benefits, vacation and sick leave benefits, and profit sharing. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Contractor by virtue of their Services to Company, and is effective for the entire duration of the Agreement. This waiver is effective independently of Contractor's employment status as adjudged for taxation purposes or for any other purpose.

5. PROPRIETARY INFORMATION.

(a) Relationship of Confidence. Contractor recognizes that the Company possesses a body of existing unpublished information, customer lists, Associate's lists, trade secrets and intellectual property rights and is engaged in continuous transactions with respect to its business (present and future). Contractor further understands that Contractor's relationship with the Company creates a relationship of confidence and trust between Contractor and the Company and that its position places it in a unique position of access to the unpublished information,

customer lists, Associate's lists, trade secrets and other business information (1) applicable to the business of the Company; or (2) applicable to the business of any Associate of the Company, which may be made known to Contractor by the Company or by any Associate of the Company, or learned by Contractor during the period of its relationship.

(b) Recognition of the Company's Rights; Nondisclosure. At all times during the term of this Agreement, and thereafter as proscribed herein, Contractor will hold in strictest confidence and will not disclose, use, or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with Contractor's work for the Company, or unless the President of the Company expressly authorizes such in writing. Contractor will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to Contractor's Services to the Company, prior to or from and after the date hereof, and/or incorporates any Proprietary Information. Contractor hereby assigns to the Company any rights Contractor may have or acquire in such Proprietary Information and recognizes that all Proprietary Information shall be the sole property of the Company and its assigns, subject to, and in accordance with, the terms and conditions herein set forth.

(c) Proprietary Information. The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company or relating to the Company's business, whether in oral, written, electronic or other form. By way of illustration but not limitation, "Proprietary Information" includes: (i) unpublished information, customer lists, Associate's lists, trade secrets, information relating to products, information on computer disks, typewritten or handwritten documents, strategies; and (ii) information regarding plans for marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and potential and actual customers and lists in respect thereof; and (iii) information regarding the skills and compensation of other Contractors to, or employees of, the Company, and (iv) any such other information that (a) derives independent economic value, actual or potential, for not being generally known to the public or to other persons, or (b) is the subject of efforts to maintain its secrecy, all of which is, previously, presently, or subsequently disclosed to Contractor during the relationship. In furtherance of, and not in limitation of the foregoing, Proprietary Information shall include any copies, summaries, reports, analyses, compilations, interpretations, reflections, derivatives or extracts thereof, or the like, prepared by Contractor and which contains Proprietary Information. Notwithstanding the foregoing, it is understood that, at all such times, Contractor is free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement.

(d) Definition of "Company Materials." Contractor understands that the Company possesses or will possess Company Materials which are important to its business. For purposes of this Agreement, "**Company Materials**" are documents or other media or tangible

items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company or its clients, whether such documents have been prepared by Contractor or by others.

(e) Ownership of Proprietary Information; Company Materials. All

Proprietary Information and all title, patents, patent rights, copyrights, trade secret rights, and other intellectual or industrial property rights of any sort anywhere in the world (collectively “**Rights**”) in connection therewith shall be the sole property of the Company. Contractor hereby assigns to the Company any Rights Contractor may have or acquire in such Proprietary Information. At all times, both during the term of this Agreement and after its termination, Contractor will keep in confidence and trust and will not use or disclose any Proprietary Information or anything related to it without the prior written consent of an officer of the Company. All Company Materials shall be the sole property of the Company. Contractor agrees that during the term of this Agreement, Contractor will not remove any Company Materials or Digital Assets from the Company, unless expressly authorized to do so, or deliver any Company Materials to any person or entity outside the Company, except as required to do in connection with performance of the Services under this Agreement. Contractor further agrees that, immediately upon the Company’s request and in any event upon completion of the Services or termination of this Agreement, Contractor shall promptly deliver to the Company all Company Materials, any document or media which contains Results, apparatus, equipment and other physical property or any reproduction of such property, excepting only Contractor’s copy of this Agreement. At all times before or after completion of the Services, the Company shall have the right to examine the Results and any materials relating thereto to ensure Contractor’s compliance with the provisions of this Agreement.

(f) Duty of Confidentiality. In furtherance of, and not in limitation of any other

provision of this Agreement, Contractor agrees (i) to hold Company Materials and Company’s Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information, (ii) not to divulge any such Proprietary Information to any third person, including, but not limited to, any affiliated entity, except as otherwise herein contemplated, and (iii) not to make any use whatsoever at any time of Proprietary Information except in connection with the performance of this Agreement. Company agrees that the foregoing clauses (i), (ii), and (iii) shall not apply with respect to any information that (A) is or (through no improper action or inaction by Contractor, any affiliate thereof or his or her Agents) becomes generally available or known to the public, or (B) was rightfully in its possession or known by it on a non-confidential basis prior to receipt from Company, or (C) was rightfully disclosed to it by a third party having no obligation of confidentiality, or (D) was independently developed without reference to or use of any Proprietary Information of Company. Contractor may make disclosures required by court order; provided, however, that Contractor uses reasonable efforts to limit disclosure unless otherwise prohibited by applicable law. Proprietary Information so required to be disclosed

pursuant to this Section 5(f) will remain subject to the restrictions set forth in this Agreement for all other purposes.

(g) Third Party Information. Contractor understands, in addition, that the Company has received and in the future may receive from third parties confidential or proprietary information (“**Third Party Information**”) subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of the Relationship and thereafter, Contractor will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Contractor’s personnel who need to know such information in connection with their work for the Company) or use, except in connection with Contractor’s work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

(h) No Improper Use of Information of Prior Employers and Others; During the Relationship with the Company, Contractor will not improperly use or disclose any confidential information, trade secrets, equipment, supplies, or facilities, if any, of any former employer or any other person to whom Contractor has an obligation of confidentiality, and Contractor will not use and/or bring onto the premises or use in digital format, of the Company any unpublished documents or any property belonging to any former employer or any other person to whom Contractor has an obligation of confidentiality unless consented to in writing by that former employer or person. Contractor will use in the performance of Contractor’s duties only information which is generally known and used by persons with training and experience comparable to Contractor’s own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

(i) Competitive Business; For the purpose of protecting Company’s Proprietary Information, during the Contractor’s employment and for a period of one (1) year following termination thereof, the Contractor will not, within the United States, become a contractor, proprietor, partner, agent, trustee, director, officer, shareholder or member, directly or indirectly, of, or be employed by, or render aid or advice to, or perform any services of any nature whatsoever for, any of the Associates, or any company, business or organization that directly or indirectly competes with the business of the Company.

(j) Solicitation of Company Employees/Business Relationships; For the purpose of protecting Company’s Proprietary Information, during the Contractor’s employment and for a period of one (1) year following termination, the Contractor will not attempt to solicit any Associate, contractor or employee of the Company. Furthermore, the Contractor agrees not to unlawfully interfere with or disrupt the Company’s relationships with its Associates, employees, contractors or then current partners or customers.

(k) Works for Hire. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of the Consulting Relationship and which are protectable by copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

6. ENFORCEMENT OF PROPRIETARY RIGHTS. Contractor agrees to perform, during and after the term of this Agreement, all acts deemed necessary or desirable by the Company to permit and assist it in evidencing, perfecting, obtaining, maintaining, defending and enforcing its Rights. To that end Contractor will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Rights and the assignment thereof. In addition, Contractor will execute, verify and deliver assignments of such Rights to the Company or its designee. Contractor’s obligations to assist the Company with respect to the Company’s Rights in any and all countries shall continue beyond the termination of the Relationship, but the Company shall compensate Contractor at a reasonable rate after Contractor’s termination for the time actually spent by Contractor at the Company’s request on such assistance. In the event the Company is unable for any reason, after reasonable effort, to secure Contractor’s signature on any document needed in connection with the actions herein specified, Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Contractor’s agent and attorney in fact, which appointment is coupled with an interest, to act for and in Contractor’s behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Contractor. Contractor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Contractor now or may hereafter have for infringement of any Rights assigned or assignable hereunder to the Company.

7. RECORDS. Contractor agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings, analyses, presentations, literature and in any other form that may be required by the Company) of all Proprietary Information developed by Contractor during the period of the Relationship with the Company, which records shall be available to and remain the sole property of the Company at all times.

8. NO CONFLICTING OBLIGATION. Contractor represents that Contractor’s performance of all the terms of this Agreement, and that the Relationship with the Company, does not and will not breach or constitute an event of default under any agreement (i) obligating Contractor to keep in confidence Proprietary Information acquired by Contractor in confidence or in trust prior to, or at any point throughout, the Relationship with the Company, (ii) obligating Contractor to assign to or protect for the benefit of any third party any Proprietary Information or any improvement, invention, formulae, process, program, technique, know-how or data, or (iii) that is designed in any way to limit Contractor’s employment or activity in any business in which Contractor may

compete, directly or indirectly, with any other business, or which might by application have such an effect. Contractor has not entered into, and Contractor agrees that Contractor will not enter into, any agreement (either written or oral) in conflict herewith.

9. OWNERSHIP; RETURN OF THE COMPANY DOCUMENTS. All Proprietary Information, and all documents, data, records, apparatus, equipment, sequences, components, programs and other physical property, whether or not pertaining to Proprietary Information, furnished to or made available to Contractor by the Company or produced by Contractor or others in connection with the Relationship, shall be, and shall remain, the sole and exclusive property of the Company and shall be returned promptly to the Company as and when requested by the Company. In furtherance of, and not in limitation of the foregoing, when the Relationship with the Company is terminated, for any reason or for no reason, Contractor will deliver to the Company any and all drawings, notes, memoranda, specifications, analyses, reports, devices and documents, together with all copies, summaries and extracts thereof, and any other material containing or disclosing any Third Party Information or Proprietary Information of the Company, in addition to any physical property that is owned by the Company.

10. LEGAL AND EQUITABLE REMEDIES. Because Contractor's services to the Company are personal and unique, and because Contractor may have access to and become acquainted with the Proprietary Information of the Company, Contractor acknowledges that the Company would not have an adequate remedy at law for money damages in the event that this Agreement is not fully performed in accordance with its terms. The Company shall therefore have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that it may have for a breach of this Agreement.

11. TERMINATION; EFFECT OF TERMINATION. The initial term of this Agreement shall be for three (3) years from the date hereof, and shall be renewed automatically for an additional one (1) year period, and renewed automatically annually for additional one (1) year periods, and shall thereafter continue until terminated upon the earliest date to occur of (i) Contractor's death, if Contractor is an individual, (ii) such date as Contractor voluntary terminates service, by written notice to the Company at least one (1) month before the date of renewal, or without completion of the term with written notice given to the Company thirty (30) days prior to desired termination date, or (iii) the date upon which the Company terminates Contractor's service hereunder, which the Company may do at any time with or without cause, since this consultancy arrangement is "at will" for both Contractor and the Company. Termination of Contractor's services shall not relieve Contractor of Contractor's other continuing obligations hereunder.

12. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that the performance of all the terms of this Agreement will not breach any agreement to keep in confidence

Proprietary Information acquired by Contractor in confidence or in trust prior to the execution of this Agreement, and Contractor has not entered into, and Contractor agrees not to enter into, any agreement, either written or oral, that conflicts or might conflict with Contractor's performance of the Services under this Agreement. Contractor further agrees that, except as disclosed in writing to the Company, and as of the date hereof, Contractor has no employment, consultancies or other undertakings which would restrict or impair Contractor's performance of this Agreement.

13. CONFORMANCE WITH LAWS, REGULATIONS AND PRACTICES. Contractor represents and warrants that all Services and work provided hereunder shall be performed in strict conformance with all applicable federal, state, and local rules, regulations, directives and laws. If Contractor's work requires a license, Contractor further represents and warrants that Contractor has obtained that license and the license is in full force and effect.

14. CONFORMANCE WITH STANDARDS. Contractor's performance under this Agreement shall be conducted with due care and in full compliance with the highest professional standards of practice applicable to the Services. Contractor shall comply with all applicable Company safety rules and policies in the course of performing the Services.

15. LIMITATION ON LIABILITY. THE COMPANY SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUES OR PROFITS.

16. INDEMNIFICATION. Contractor will indemnify and hold the Company and its affiliates and their successors and respective officers, directors, employees, and agents, harmless, and will defend the Company against any and all loss, liability, damage, claims, demands or suits and related costs and expenses to persons or property that arise, directly or indirectly, from (i) infringement and/or disclosure of any confidential information or proprietary rights of third parties utilized by Contractor in performing the Services, (ii) acts or omissions of Contractor, (iii) an alleged failure by Contractor to satisfy Contractor's tax or withholding obligations, (iv) breach of any term or condition of this Agreement by Contractor, or (v) any claims by Contractor's employees or subcontractors, if applicable. Contractor further indemnifies Company against any and all obligations incurred by Contractor in the performance of the Services.

17. MISCELLANEOUS.

(a) Governing Law; Jurisdiction. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Florida without regard to its body of law controlling conflict of laws. Contractor hereby expressly consents to the personal

jurisdiction of the State and Federal courts located in Alachua County, Florida for any lawsuit filed there against Contractor by the Company arising from or related to this Agreement.

(b) Waiver. No failure or delay by any party to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement, or to exercise any right, power or remedy hereunder or consequent upon a breach hereof shall constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy or of any such breach or preclude such party from exercising any such right, power or remedy at any later time or times.

(c) Entire Agreement. This Agreement, the recitals and the exhibits attached hereto, constitutes the complete and exclusive agreement between Contractor and the Company regarding the specific subject matter of this Agreement and supersedes in its entirety all prior agreements, understandings and communications, oral or written, between the parties hereto regarding the specific subject matter of this Agreement and contains all of the representations made by each party to the other relating to such subject matter hereof.

(d) Amendment. This Agreement cannot be amended except in writing and signed by both parties.

(e) Assignment. Contractor may not assign or delegate Contractor's responsibilities under this Agreement without the prior written consent of the President of the Company.

(f) Notices. All notices, requests or demands hereunder shall be in writing and shall be delivered in person, or by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service, in each case to the applicable party at its address set forth on the signature page hereto. All notices by mail shall be deemed delivered five (5) days after mailing in accordance with this paragraph. Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this Section 17(f).

(g) Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect, and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision, and, if the foregoing provision of this clause (ii) is not permitted pursuant to applicable law, then (iii) this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad

as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

(h) Headings. The Section headings in this Agreement are for purposes of reference only.

(i) Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the laws unless the Parties stipulate otherwise. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The attorneys' fees and costs of arbitration shall be borne by the losing party, unless the Parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

(j) Attorney Fees. In the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement or any transaction contemplated hereunder, the prevailing party shall recover all of such party's costs and attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

(k) Independent Contractor. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between the parties hereto. Contractor acknowledges that Contractor is an independent contractor, is not an agent or employee of the Company, is not entitled to any of the Company's employment rights or benefits and is not authorized to act on behalf of the Company. Contractor shall be solely responsible for any and all tax obligations of Contractor, including but not limited to, all city, state and federal income taxes, social security tax and other self-employment taxes incurred by Contractor and/or its employees, and the Company shall not be responsible for withholding any such taxes from Contractor's compensation paid hereunder. In addition, Contractor shall not be entitled to any employee benefits, including without limitation, workers' compensation coverage, savings or profit sharing plans, stock option, incentive or other bonus plans, health, dental or life insurance coverage, paid vacations or retirement. The Company shall not dictate the work hours of Contractor during the term of this Agreement. Subject to the terms of this Agreement, Contractor shall perform the Services on a non-exclusive basis and shall be free to accept other engagements during the term of this Agreement. The parties hereby acknowledge and agree that the Company shall have no right to control the manner, means, or method by which Contractor performs the Services. Rather, the Company shall be entitled only to direct Contractor with respect to the elements of the Services and the results to be derived by the Company, to inform Contractor as to where and by when the

Services shall be performed, and to review and assess the performance of the Services by Contractor for the limited purposes of assuring that the Services have been performed and confirming that such results were satisfactory. the Company shall be entitled to exercise broad general power of supervision and control over the results of work performed by Contractor's personnel to ensure satisfactory performance, including but not limited to, the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to propose modifications to the work.

(l) Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.

(m) Obligations of Principal. If Contractor is an entity and a "Principal" signs below, each of Contractor and the Principal shall be jointly and severally liable for all obligations of Contractor hereunder. As used herein, "Principal" shall mean an officer, member or manager of Contractor.

(n) Survival. The provisions of Section 1 and Sections 4 through 17 hereof shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date registered on the ADS website.

EXHIBIT A
SERVICES
SERVICES TO BE PROVIDED

Contractor shall perform services under the supervision of reporting to Company's _____, Pamela Runge, or any designee as may later be determined (collectively "Supervisor").

1. The Company may provide Contractor with the following Company Materials:

- (a) Company will give to Contractor access to a portfolio of products from Associates.
- (b) Company will provide to Contractor sales reports either monthly or quarterly.
- (c) Company reserves the right to exclude Contractor from affiliated company accounts if the Company determines Contractor's sales for the affiliated company's products are insufficient.
- (d) Company will provide Contractor will a list that reflects the prices of the products; this list may be amended by Company at any time.
- (e) Company may supply Contractor with sales and marketing materials describing the products, and sample products for customers for the purposes of product review, recommendation, demonstration, and testing. Company or Associates may ship sample products directly to customers.

2. Contractor shall perform those duties as Contractor may be tasked, and for which contractor accepts to perform (collectively, the "Services"). Contractor's services may include, but shall not be limited to:

- (a) Contractor will assist in word of mouth advertising by recommending the preferred products of Associates to their customers.
- (b) Contractor will sort and network with potential customers among professional dental colleagues, based on their interest in purchasing products from Associates.
- (c) Contractor will direct customers to purchase products from Associates.
- (d) Contractor will abide by the sales order process, in which Contractor will introduce products to the customer, will place the first order with Associates on behalf of the customer and assure that the assigned sales number is attached to the order.
- (e) Contractor will maintain regular and consistent sales. If Contractor fails to make any sales for a period of three months, then Contractor may be terminated subject to Company's discretion. If Contractor fails to make any sales for a period of six months from a particular customer, then that customer will be reassigned and Contractor will no longer be able to collect commissions from said customer.

- (f) If requested by Company, Contractor will provide to Company market information and will assist in the creation of sales forecasts and target goals.
- (g) Company may require Contractor to engage in industry networking opportunities, general business development, and educational or other industry activities.
- (h) Contractor will present the Products to customers at the prices reflected in the price list.
- (i) Contractor will not distribute any marketing materials other than those provided by Company.
- (j) If a customer requests a large volume product sample, Contractor must get pre-approval from Company of the amount before sample is shipped.
- (k) Contractor will be available to perform and will perform all services to completion.
- (l) Contractor will not sell products that have not been approved by the Company.

THE TERM WILL CONTINUE UNTIL THE AGREEMENT IS TERMINATED UNDER SECTION 11.