

Bay Colony Dentistry, A division of Atlantic Dental Care, PLC

DENTAL WELLNESS SAVINGS CLUB AGREEMENT

This Dental Wellness Savings Club Agreement (the "Agreement") specifies the terms and conditions under which you, the undersigned patient (the "Patient"), may participate in the Dental Wellness Savings Club, a program offered through Bay Colony Dentistry, A Division of Atlantic Dental Care, PLC (the "Practice"). This Agreement is entered into as of the ____ day of _____, 201__ ("the Effective Date") by and between the Patient and the Practice.

The Practice is committed to providing high quality dental services to its patients and desires to offer a program and plan pursuant to which patients without dental insurance are able to receive quality, affordable dental care from the Practice. To this end, the Practice has established the Dental Wellness Savings Club (the "Club"). In order to qualify for participation in and enroll in the Club, a patient must not have dental insurance coverage of any kind and must agree to the terms of the Agreement. By signing this Agreement, you represent to the Practice that (i) you do not currently have dental insurance coverage, (ii) you agree to provide the Practice with prompt notice in the event that you obtain dental insurance coverage during the Term (as hereinafter defined) of this Agreement which would void membership in the Club, and (iii) you desire to become a member of the Club as of the Commencement Date (as hereinafter defined).

Term. The term of this Agreement shall commence on _____, 201__ (the Commencement Date") and shall continue for a period of one (1) year (the "Term"), unless sooner terminated in accordance with the terms of this Agreement. At the expiration of the Term, this Agreement shall be of no further force and effect and the Patient shall not be entitled to receive any unused dental benefits that were not used during the Term. In the event the parties desire to

enter into a subsequent agreement and the patient desires to re- enroll in the Club for a second or subsequent year, the parties shall execute a new agreement evidencing the terms of such agreement.

Benefits. As a patient enrolled in the club, you will be entitled to receive dental benefits, as of the Commencement Date, in accordance with the following schedule of benefits.

- a. All members enrolled in the Club shall, during the Term, be entitled to receive the following benefits:
 - i. Two (2) routine dental examinations during the Term;
 - ii. Two (2) routine dental cleanings during the Term (see exclusions in Section 5 with respect to non-routine dental cleanings);
 - iii. Bite wing X-rays once during the Term;
 - iv. Fluoride treatments with routine dental cleanings; and
 - v. A 20 percent (20%) discount on all other routine dental care, except as otherwise noted and excluded in Section 5 of the Agreement

4. Annual Membership Fees. The annual membership fee for enrollment in the Club is Two Hundred Ninety -Five Dollars (\$295.00) for all patients except those enrolled patients who qualify for a Family Discount as set forth in subsection 4 (a) below. The annual fee shall be due and payable upon enrollment in the Club and the fees shall be non-refundable and non-transferable to any other person.

- a. Family Discount:
 - i. The annual fee for a spouse of an enrolled Club member shall be Two Hundred Eighty-Three Dollars (\$283.00). The spouse must join on the same date as the original enrollee in order to obtain the discounted annual fee.
 - ii. The annual fee for a legally dependent child under the age of 22 shall be Two Hundred Eighty-Nine Dollars (\$289.00);

the child must join the Club on the same date as the original enrollee in order to obtain the discounted fee.

iii. Children who are comfortable with routine dental care are eligible for the Club. Children who require restraint, sedation or other extraordinary measures are not eligible for Club benefits and will be referred to a children's specialist.

b. Notwithstanding anything contained in this Section 4, each family member that enrolls in the Club shall be required to enter into and execute a separate patient agreement.

5. Exclusions. Certain enumerated dental services shall be excluded from the definition of routine dental cleanings. Similarly, for certain enumerated dental services, the Patient shall not be eligible to receive the 20% discount set forth in subsection 3 (a)(v) above on such items, all as set forth in more detail below.

a. Advanced gum problems and heavy calculus accumulations resulting in the need for non-surgical periodontal care shall not qualify as routine dental cleanings and therefore shall not qualify as routine dental cleanings and therefore shall not be included as benefits available to the Patient in exchange for the annual membership fee. Instead, the Patient shall be entitled to receive the 20% discount on such non -surgical periodontal care provided during the Term. After the conclusion of such non -surgical periodontal care, Patient shall be eligible to receive routine dental cleanings during the Term as set forth in subsection 3 (a)(i) above.

b. The 20 % discount may not be combined with any other Special or Discount offered by the Practice to its patients generally.

6. Referrals. The Patient acknowledges that certain dental problems may require the Practice to refer the Patient for more advanced dental and /or oral or periodontal care. The Patient acknowledges and agrees that the benefits associated with membership in the Club shall not extend to any services provided

by a specialist or any other dentist or medical professional to which the Patient is referred by the Practice for additional treatment.

7. Exclusivity. The Club and the benefits associated with membership in the Club are applicable and redeemable only by the enrolled Patient and only at the Practice's office location at 506 Pinewood Square 32nd and Holly Road, Virginia Beach, Virginia 23451.

8. Entire Agreement. This Agreement represents the entire agreement between the parties. Each party agrees to the terms of this agreement all of which are expressed herein. There are no promises or representations except as set forth herein.

9. Notices. Any communication required or permitted to be sent under this Agreement shall be in writing and sent via certified mail, return receipt requested to the addresses set forth below, and shall be deemed received three (3) business days after the postmarked date of such mailing. Any change in address shall be communicated in accordance with the provisions of this section.

10. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Virginia.

NOW THEREFORE, the parties execute this Agreement intending to be legally bound as of the date set forth below.

PATIENT

PRACTICE

Bay Colony Dentistry, A Division of

Atlantic Dental Care, PLC

Signature of Patient

Date: _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

RESPONSIBLE PARTY

(if Patient is a minor)

Name of Responsible Party

Signature of Responsible Party

Date: _____

Address: _____

WITNESS

Name of Witness

Signature of Witness