LARSON DENTAL MEMBERSHIP PLAN AND TERMS AND CONDITIONS

The Larson Dental Membership Plan (this "Plan") is provided as a service to our patients without dental insurance pursuant to these Larson Dental Membership Plan Terms and Conditions and the Larson Dental Membership Plan Contract (collectively, this "Agreement"). Membership is available for individuals and additional family members. By executing the Larson Dental Membership Plan Contract (the "Contract"), the signatory to the Contract (the "Member") agrees to the following terms and conditions on behalf of the Member and all individuals covered by this Plan:

1.) Dental Membership Plan. This Plan is a dental membership plan and is **not** to be considered a dental insurance plan. This Plan cannot be used in conjunction with a dental insurance plan or any other offers or discounts.

2.) Admittance to The Plan. Members may only be admitted to the plan upon: (1) signing this Agreement (including the Contract); (2) upfront payment of six (6) months of monthly fees subject to Section 4; and (3) acceptance of such enrollment by Larson Dental, LLC, a Minnesota limited liability company ("Larson Dental"). The eligibility requirements and admittance procedures for the Plan are subject to change at the sole discretion of Larson Dental.

3.) Use of Plan and Services Covered. This Plan may only be used at Larson Dental's clinics located at 1632 Washington St. NE, Minneapolis, Minnesota 55413 and 2525 33rd Ave. NE, St. Anthony, MN 55418. The Plan includes the following services (collectively, the "Covered Services"):

(a) Up to two (2) routine exams per year (new patient or periodic), including the services typically provided by Larson Dental in accordance with its established practices and procedures;
(b) One (1) problem focused office visit per year (separate fees/costs may apply for any additional treatment related to such visit);
(c) Two (2) routine cleanings per year (routine cleanings are for patients in the absence of periodontal (gum) disease);
(d) X-rays as recommended by the dentists and staff of Larson Dental in connection with other Covered Services;
(e) Fluoride treatments recommended by the dentists and staff of Larson Dental in connection with other Covered Services;
(f) Dental sealants recommended for children by the dentists and staff of Larson Dental in connection with other Covered Services; and
(g) Fifty percent (50%) off periodontal cleanings (periodontal cleanings are for patients with periodontal (gum) disease);
(h) Eighteen percent (18%) off all other procedures.

Discounts provided under this plan will not be applied to treatments that are currently scheduled or in process at the time of signup unless otherwise agreed to by Larson Dental. Applications for the Plan submitted on the same day of treatment after their appointment will ***not*** have discounts applied retroactively unless otherwise agreed by Larson Dental. Discounts do not apply to products, Botox/fillers, or sales tax. The Covered Services are subject to change annually or at any other time upon notice to Member by Larson Dental.

4.) Monthly Fee. The monthly fee for an adult is Thirty-six Dollars ($36) and the monthly fee for a child is Twenty-six Dollars ($26). A Two Dollar ($2) reduction the monthly fees will be applied if the Member enrolls in autopay. Dues are subject to change annually or at any other time upon notice from Larson Dental to Member. A person is considered a "child" for the purposes of the Plan if such person is thirteen (13) years of age or younger. All other persons are considered an "adult" for the purposes of the Plan. Dues are not pro-rated but instead are charged in full for each month of membership regardless of entry/exit date. Upon signup for the Plan, an upfront payment equal to six (6) months of monthly fees is due. In certain instances, at the sole discretion of Larson Dental, an upfront payment of up to twelve (12) months of monthly fees is required upon signup. If signing up for autopay, the autopay discount shall be applied for the calculation of the upfront payment.

5.) Payment of Monthly Fees. Membership dues may be paid monthly and are due the fifth (5th) day of each month (or next business day). If enrolled in autopay, autopay processing shall occur on the fifth (5th) day of each month (or next business day). Dues must be paid in full and Member's account must be current in order to receive benefits under this Plan including the Covered Services.

(a) Autopay. The Member may enroll in autopay at the time of signup or anytime thereafter. If enrolled in autopay, the Member shall receive a Two Dollar ($2) reduction in their monthly fee. Autopay may be made by any method accepted by Larson Dental at the time of signup.

(b) Reactivation. If the Member misses three (3) or more consecutive monthly payments, the Plan shall be subject to a Two Hundred Dollar ($200) reactivation fee.

6.) Term and Termination. The Plan shall continue until cancellation is received in writing by Larson Dental. Plan cancellation may take up to twenty-one (21) days to take effect. If, during the first thirty (30) days, the Member cancels the Plan and neither the Member nor anyone else covered by the Plan have not used any of the Covered Services, all dues/fees paid in connection to this Plan shall be refunded. If the Member and/or any individuals covered under the Plan have used the Covered Services or cancel after the first thirty (30) days, the dues/fees paid are non-refundable. Upon termination, a Member can continue to be seen as a patient and will be subject to normal fees. Larson Dental may terminate the Plan at any time upon notice to Member. If Larson Dental terminates the Plan within the first thirty (30) days, all dues/fees paid in connection to this Plan shall be refunded. If Larson Dental terminates the Plan after thirty (30) days, Larson Dental shall refund a pro-rated portion of dues/fees for any period of time paid for by the Member but not yet elapsed at the time of such termination.

7.) Non-Transferable. This plan is not transferable or assignable by the Member and can only be used for registered members of the plan.

8.) Payment For Services. Payments for services not covered by the Plan are due at the time such services are rendered. All other terms and conditions of Larson Dental shall apply to all other procedures and services provided not covered by this Plan, including any procedures or services that receive a discount from this Plan.

9.) Miscellaneous. This Agreement is not effective until acknowledged and accepted by Larson Dental. This Agreement constitutes the entire agreement of the Parties with respect to the Plan and supersedes all previous negotiations, commitments or writings with respect to the Plan. This Agreement may be amended only by written agreement of the Member and Larson Dental, except as otherwise set forth herein. The Agreement shall be governed by the internal laws of the State of Minnesota as to all matters, including matters of validity, construction, effect and performance. All suits, actions, or other proceedings arising out of or related to this Agreement shall be venued in the courts located in Hennepin County, Minnesota, and Member hereby submits to the jurisdiction of such courts. Member agrees to indemnify and hold Larson Dental harmless from and against, and reimburse and pay Larson Dental for all costs, damages and expenses including, without limitation, reasonable attorneys' and paralegal fees, court costs and other legal expenses, directly or indirectly incurred by Larson Dental in connection with the enforcement of this Agreement and the Plan, and in the event any amounts owed under this Agreement or the Plan are not paid when due, regardless of whether or not any legal proceeding is actually initiated against Maker in connection with this Agreement or the Plan. Any waiver by any party of a breach of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.