

Step 1
CONTACT
INFORMATION

How did you learn about the Citi Health Card?

Legal Business Name		DBA	
Health Care Specialty	<input type="checkbox"/> Dental (indicate specialty) <input type="checkbox"/> Orthodontia	<input type="checkbox"/> Vision Surgical <input type="checkbox"/> Vision Non-Surgical	<input type="checkbox"/> Hair Replacement <input type="checkbox"/> Audiology
Primary Contact (OM, FC, TC)	# of Employees:	Current Monthly Bankcard Volume:	Average BankCard Ticket:
Business Address			
City		State	Zip Code
Business Phone		Business Fax	
Business Website		Email	

Step 2
PRACTICE
INFORMATION

If you have additional locations, please attach a separate list with the above information

Owners Name		Social Security Number	
Home Address			
City		State	Zip Code
Home Phone		Have any of the owners or officers ever filed for bankruptcy? If yes, name and date:	
Type of Ownership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
		<input type="checkbox"/> Other	Percent of Ownership
Federal Tax ID#		Years in Business	

Step 3
PROVIDER
INFORMATION

Please provide current license information; if applicable, also indicate any previous states where you've held your license.

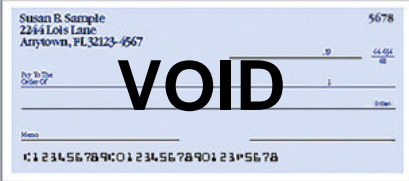
Name	License #	Specialty
Name	License #	Specialty

Step 4
ATTACH A
VOIDED CHECK

With the Citi Health Card, your office will be reimbursed for financed procedures by direct deposit into your practice's account.

A VOIDED CHECK is required.

Please fax a copy of the voided check along with the application.



Step 5
SIGNATURE

SIGNATURE OF PRINCIPAL OWNER IS REQUIRED FOR PROCESSING.

Application: By signing this application, **Participant** applies to accept the Citi Health Card, issued by Citibank USA, N.A., for payment of services provided by the **Participant** at **Participant's** place of business.

Application Designees: **Participant**, by signing below, affirms that he/she is an officer or owner of the applicant and have the written authorization on behalf of the applicant and other owners and partners of the applicant, to submit this application. **Participant** authorizes Citibank USA, to obtain, verify and exchange credit information with affiliates, independent contractors and credit reporting agencies on the owner(s) identified above, including obtaining credit bureau reports on you and other owners or partners of the applicant. All parties may retain this application, whether or not it is approved. **Participant** also authorizes Citibank USA, N.A. to share information about you with their affiliates and Henry Schein and it's affiliates for any business purpose

Settlement: **Participant** authorizes the following settlements via the bank account listed above ("Settlement Account"): Citibank USA, N.A., and their agents and representatives, to initiate credits and debits as applicable for the payment of Citi Health Card transactions and the payment of other fees, through the automated clearing house network ("ACH Network") in accordance with the Citi Health Card Participating Professional Agreement. This authority will remain in effect until one hundred and eighty (180) business days after Citibank USA, N.A. receives written notice from **Participant** of its cancellation of such authorization. Citibank USA, N.A. nor their designated agents and representatives shall be liable to **Participant** for any delays in receipt of funds or errors in credit entries caused by third parties including, but not limited to, a clearing house, **Participant's** financial institution, or agent of **Participant**.

Terms and Conditions: **Participant** agrees to the terms and conditions contained in the Citi Health Card Participating Professional Agreement. **Participant** acknowledges that it has received a copy of the Agreement.

Signature of Authorized Principal (Owner or Officer)	Date
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Step 6
SUBMIT

Please ensure the following:

- 1) All fields of the application are complete,
- 2) a voided check is attached and
- 3) the principal owner of the business has signed the application.

Your application is now ready to submit.

Please fax the application with a copy of a VOIDED CHECK.
FAX TO 1-866-352-5204
A Citi Health Card representative will contact you soon.

Citi Health Card USE ONLY:	Merchant #:
MKTG Source Code#: RF503	Source #: 3000000075
HS Rep#:	GEID #:
	HENRY SCHEIN INTERNET REV 09/01/05

Citi[®] Health Card Participating Provider Agreement

This PARTICIPATING PROVIDER AGREEMENT ("Agreement") is entered into by and between CITIBANK USA, N.A. ("Bank"), a banking corporation organized and existing under the laws of the State of South Dakota, with its offices at Sioux Falls, South Dakota, and the signatory to the Citi Health Card Participation Application delivered herewith ("Participant").

WITNESSETH:

WHEREAS, Bank issues the Citi Health Card to consumers and intends for it to be used to purchase goods and services normally and customarily offered by Participant at Participant's place of business; and

WHEREAS, Participant is in the business of offering goods and services for sale at its place of business and desires to offer consumers the convenience of using the Citi Health Card for payment therefor; and

WHEREAS, Bank directly or through its designee will operate and administer a merchant authorization and settlement program whereby, subject to certain conditions, Bank will authorize certain Citi Health Card transactions for Participant and Participant or its designated agent will present Bank with transaction records for payment.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Participant agree as follows:

ARTICLE I - DEFINITIONS

1.1 Definitions. Except as otherwise specifically indicated, the following terms will have the meaning specified herein:

"Account" means a Card account. An Account may have more than one Card issued for it. All Accounts are deemed to be the property of Bank. Bank will determine the terms and conditions under which Accounts will be established.

"Application" means Bank's credit application which must be completed by persons who wish to become Cardholders and which must be submitted to Bank for review.

"Authorization" means permission from Bank to make a Card Sale.

"Authorized Goods and Services" means goods and/or services normally and customarily offered by Participant at its place of business.

"Authorization Center" means the facility designated by Bank as the facility at which Card Sales are authorized.

"Business Day" means Mondays through Fridays except days when Bank is closed for business.

"Card" means the Citi Health Card issued by Bank under the Card Plan which evidences an Account.

"Card Plan" means the Citi Health Card program under which Accounts will be established and Cards issued to qualified applicants.

"Card Sale" means any sale of Authorized Goods and Services that Participant makes to a Cardholder pursuant to this Agreement that is charged to an Account.

"Cardholder" means any person to whom a Card has been issued and/or any authorized user of a Card.

"Chargeback" means the refusal of Bank to pay Participant for a Card Sale or the return to Participant and reimbursement to Bank of a Card Sale for which Participant was previously paid.

"Citi Health Card Participation Application" means the application delivered by Participant to Bank in connection with this Agreement.

"Credit" means a non-cash refund issued by Participant to a Cardholder of all or a portion of the amount of a Card Sale.

"Credit Slip" means evidence of a Credit in paper form.

"Net Card Sales" means the total amount of Card Sales properly remitted to Bank minus the total amount of Credits properly remitted to Bank.

"Operating Regulations" means the standard operating procedures of Bank, as they may be changed by Bank from time to time in accordance with Section 2.4 of this Agreement, which are available upon request. For purposes of this Agreement, the Operating Regulations are deemed an integral part of this Agreement and references to this Agreement will be deemed to include the Operating Regulations.

"Required Disclosures" means forms of credit disclosures and disclosure documents provided by Bank which must be used by Participant in connection with advertising, marketing and promoting the Card Plan, accepting Applications and making Card Sales.

"Sales Data" means the electronic data transmission of Card transactions (e.g., Card Sales and Credits).

"Sales Slip" means evidence of a Card Sale in paper form.

"Settlement" means the reimbursement to Participant for the Net Card Sales.

"Settlement Account" means the deposit account(s) at the financial institution(s) designated by Participant as the account(s) to be debited and/or credited, as applicable, for the Settlement of Card transactions and the payment of any fees and charges due hereunder.

1.2 Construction. Unless the context otherwise clearly indicates, words used in the singular include the plural and words used in the plural include the singular.

ARTICLE II - ISSUANCE OF ACCOUNTS AND ACCEPTANCE OF CARDS

2.1 Conditions of Opening Accounts. Subject to the terms and conditions of this Agreement, Bank shall receive Applications for Card Accounts and approve or decline Accounts in accordance with Bank's Account issuance criteria. With respect to applications telephoned to Bank (or otherwise electronically transmitted to Bank in a mutually acceptable manner and format) by Participant in conjunction with a sale, Participant shall be responsible for the following:

- (i) Providing all information required on the Application which has been requested by Bank's representative.
- (ii) Obtaining positive identification and verification of the person applying for the Account in accordance with the Operating Regulations, which includes but is not limited to obtaining the person's driver's license number or state issued identification card number and social security number.
- (iii) Obtaining the signature on the Application of all persons whose names will appear on the Account or who will be responsible for the Account.
- (iv) Upon either approval or decline, sending the Application to Bank at the designated address within five (5) Business Days.
- (v) Providing to each applicant a copy of the Citibank Cardholder Agreement (as defined in the Operating Regulations) and any other Required Disclosures Bank provides to Participant for distribution to applicants.

Failure to adhere to the above procedures may result in a Chargeback in accordance with Section 2.10 of this Agreement.

2.2 Honoring of Cards.

(a) Conditions for Honoring Cards. Subject to the terms and conditions of this Agreement, Participant agrees to accept the Card for payment of Authorized Goods and Services in those instances when a Cardholder wishes to charge the purchase of Authorized Goods and Services to his/her Account and Participant shall not attempt to suppress or discriminate against use of a Card by a Cardholder (except in accordance with this Agreement). Participant shall

not permit Authorized Goods and Services sold to commercial enterprises to be charged to Accounts.

(b) Commencement of Card Acceptance; Promotion of Card Plan. Acceptance of Cards by Participant will commence on or about the date of this Agreement or as soon thereafter as agreed to by the parties and will continue until the termination of this Agreement. Participant shall actively and consistently promote, participate in and support the Card program and Card Plan throughout the term of this Agreement. Participant shall encourage customers to apply for Cards and shall encourage Cardholders to use Cards for purchases of Authorized Goods and Services.

2.3 Acceptance of Cards. Participant shall accept each Card presented by a Cardholder as payment for Authorized Goods and Services, provided that all of the following conditions are met with respect to each Card Sale and that Participant further complies with all of the procedures set forth elsewhere in this Agreement and in the Operating Regulations relating to the acceptance of Cards each time it makes a Card Sale:

- (i) The Card is presented to Participant on or before the expiration date, if any, shown on its face;
- (ii) The Card is used as payment for Authorized Goods and Services purchased by a Cardholder;
- (iii) Participant will not accept a Card for the purpose of advancing money to a Cardholder or paying money to a Cardholder for any amount that is included in a Card Sale;
- (iv) Participant has followed the procedures for the completion of Sales Slips as set forth in Section 2.5 of this Agreement; and
- (v) Participant has obtained Authorization for the Card Sale.

2.4 Operating Regulations. The Operating Regulations may be changed by Bank from time to time upon not less than sixty (60) days prior written notice to Participant, provided, however, that changes which do not require major systems or operational modifications and changes required for security measures shall become effective as soon as possible following Participant's receipt of notice thereof but in all events shall become effective within five (5) days of Participant's receipt of notice thereof. In the event of any conflict or inconsistency between the terms of this Agreement and those of the Operating Regulations, the former shall govern.

2.5 Completion of Sales Slips. For each Card Sale, Participant shall prepare a Sales Slip using a form that is mutually acceptable to Bank and Participant, e.g., a universal sales slip. Each Sales Slip must be legible and fully completed with the information required hereby. Participant shall include all Authorized Goods and Services purchased in a single transaction on one Sales Slip. Each Sales Slip must be legible and fully completed with the following information:

- (i) The date and location (city/state) of the Card Sale, unless otherwise provided to Bank, e.g., through batch reports, etc.;
- (ii) A brief description of the Authorized Goods and Services;
- (iii) The total amount of the Card Sale, including tax;
- (iv) The Account number;
- (v) The expiration date, if any, of the Card;
- (vi) The Authorization number or code (where applicable); and
- (vii) Participant's merchant number, unless otherwise provided to Bank, e.g., through batch reports.

Each Sales Slip shall be imprinted to obtain a clear imprint of the Card. Participant will not collect tax or any part of the purchase price separately in cash in connection with any Card Sale. A Sales Slip must be signed by the Cardholder for each Card Sale at the time the Card Sale is made and in the presence of an authorized representative or employee of Participant. The signature on the Sales Slip must be reasonably similar to the signature appearing on the signature panel of the Card. After completion of the Card Sale, Participant shall provide a legible and completed copy of the Sales Slip to the Cardholder. If Participant fails to obtain the signature of the Cardholder on a Sales Slip and the Cardholder has not authorized the Card Sale or denies the validity of the Card Sale, the Card Sale shall be subject to Chargeback pursuant to Section 2.10 of this Agreement.

2.6 Authorization.

(a) General Requirements. In accordance with the terms of this Section 2.6, Participant must obtain Authorization for each proposed Card Sale. For purposes of this Agreement, the purchase of one or more items or other Authorized Goods and Services made by a Cardholder at one Participant location and at one time will be deemed to constitute a single Card Sale.

(b) Obtaining Authorization. To obtain Authorization, Participant shall contact Bank using a toll-free telephone number provided by Bank for such purpose. If the Authorization Center approves the Card Sale, Participant will be given an Authorization code or number which must be written on the Sales Slip.

(c) Right of Chargeback. If Authorization for any Card Sale is not obtained by Participant, or requested by Participant but declined by Bank, Bank may process a Chargeback for such Card Sale pursuant to Section 2.10 of this Agreement.

2.7 Settlement of Card Transactions.

(a) Remittance of Sales Data by Participant. At least weekly, Participant shall remit Sales Data to Bank via a method acceptable to Bank ("Terminal"). Bank shall assign a password to Participant that shall be used to access the Terminal. Participant is responsible for maintaining the confidentiality of such password. All Sales Data must be remitted to Bank via the Terminal until such time as Bank notifies Participant that a different method is available. All such remittances must be in Bank's form and format. Remittances of Sales Data must contain all of the information specified in this Agreement and the Operating Regulations. Upon receipt thereof, Bank will balance and edit the data submitted and make appropriate adjustments for errors or invalid or incomplete transactions. In the event all or a portion of the required data is not received by Bank or such data is unreadable, Bank shall not be required to process the Sales Data containing the missing or unreadable data, but shall promptly inform Participant or its designated agent of the missing or unreadable data. Participant shall be responsible for retrieving and resubmitting the Sales Data in completed form. Participant shall be responsible for the loss, damage or destruction of Sales Data until such Sales Data is received by Bank or by Bank's designated processor.

(b) Obligation to Reimburse Participant for Sales Data. Subject to Bank's right of Chargeback, Bank shall reimburse Participant for all Card Sales properly remitted by Participant and received by Bank. Bank will pay Participant an amount equal to the total amount of Card Sales submitted to and received by Bank, less the amount of Credits, if any, submitted by Participant, plus or minus the applicable amount, if any, for other adjustments to the amounts so submitted. Bank will not be required to reimburse Participant for any Card Sale not submitted within sixty (60) days of the date of the Card Sale.

(c) Method and Timing of Settlement. For each remittance of Sales Data received in Bank's form and format Bank will use its commercially reasonable efforts to initiate the appropriate credit or debit, as applicable, to the Settlement Account through the Automated Clearing House Network ("ACH Network") by the second Business Day after the date of receipt. Participant hereby (i) agrees to be bound by the terms of the operating rules of the National Automated Clearing House Association, as in effect from time to time, and (ii) authorizes Bank and its designated agents and representatives to initiate credit or debit entries and adjustments to the Settlement Account. Bank shall not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties. The following obligations of Participant will survive the termination of this Agreement. Participant shall not close the Settlement Account without providing Bank at least five (5) Business Days prior written notice of such closure and substitution of another account. Upon termination of this Agreement, Participant agrees to maintain the Settlement Account with sufficient funds until such time as Bank has

processed all Chargebacks and other adjustments and Participant agrees to permit Bank to credit and debit such Settlement Account until all charges, Chargebacks and other adjustments are settled as provided for in this Agreement. Participant shall be solely liable for all fees and costs associated with the Settlement Account. This authority will remain in effect until five (5) Business Days after Bank receives written notice from Participant of its cancellation of such authorization, provided that in the event of termination of this Agreement, Participant agrees to maintain the Settlement Account with sufficient funds until such time as Participant and Bank agree that all Chargebacks and other adjustments are processed and to permit Bank to credit and debit such Settlement Account until all charges, Chargebacks and other adjustments are settled as provided in this Agreement. Bank shall not be liable to Participant for any delays in receipt of funds or errors in credit entries caused by Participant or by third parties including, but not limited to, a clearinghouse, Participant's financial institution, or any agent of Participant.

(d) Reserve Account. Upon notice by Bank to Participant or upon notice of termination of this Agreement by either party, Bank shall retain, for such period of time as Bank deems necessary, but in no event longer than 180 days after termination of this Agreement (the "Reserve Period"), a reserve account ("Reserve Account") to be funded by Participant as hereinafter provided. During the Reserve Period, Bank shall have the right to deduct from the Reserve Account amounts equal to any Chargebacks, Credits and other or adjustments to which Bank is entitled under this Agreement in the event there are insufficient funds in the Settlement Account to cover such Chargebacks, Credits and other adjustments. Alternatively, Bank may offset the amount of any Chargebacks, Credits and other adjustments from future payments to Participant prior to deducting any such amounts from the Settlement Account or Reserve Account. If the Reserve Account is insufficient to cover Chargebacks, Credits and other adjustments or, after the Reserve Account has been returned to Participant, Participant agrees to remit payment for Chargebacks, Credits and other adjustments within three (3) Business Days of a receipt of an invoice from Bank. During the Reserve Period, Participant agrees to continue to process refunds on Card Sales in accordance with Participant's refund policy in effect as of the date of this Agreement, a copy of which policy Participant will provide to Bank upon Bank's request. The Reserve Account will be limited to an amount no greater than the Participant's prior six (6) consecutive months of Chargebacks and Credits (the "Reserve Requirement"). In the event the Agreement has been in effect for less than six months, the Reserve Requirement shall be calculated based on the projected Chargebacks and Credits for such period of time. Participant shall fully fund the Reserve Account within thirty (30) days after it receives notice from Bank that a Reserve Account will be established or within thirty (30) days after either Bank or Participant provides notice of termination. Alternatively, Bank may, beginning with the date Bank provides Participant with notice that the Reserve Account will be established or the date either party provides notice of termination, and for each Business Day thereafter until the Reserve Requirement has been met, withhold any amounts due that day to Participant for Net Card Sales. If Participant fails to fully fund the Reserve Account within the time periods specified herein, Bank may immediately terminate this Agreement. The Reserve Account shall be maintained by Bank. Bank shall not pay Participant interest on the funds in the Reserve Account. Bank shall return any amounts remaining in the Reserve Account to Participant within two weeks after the end of the Reserve Period.

2.8 Cardholder Credits and Payments. Unless specifically required by law, Participant shall not give cash refunds to any Cardholder in connection with a Card Sale. For each Credit issued by Participant, Participant shall prepare and deliver to the Cardholder a Credit Slip which Participant shall complete in accordance with the Operating Regulations. Participant shall submit Sales Data evidencing each Credit to Bank within seven (7) days after the Credit is issued in order that the appropriate Credit may be entered on the Cardholder's Account. Participant shall not accept any payment on an Account made by a Cardholder or any other person acting on behalf of a Cardholder.

2.9 Billing Inquiries and Cardholder Disputes. Bank will notify Participant on a current basis when a Cardholder has made a billing inquiry or filed a billing error notice relating to a Card Sale made by Participant. Participant agrees to investigate and make a good faith effort to resolve each billing inquiry or dispute referred to it by Bank or received directly from a Cardholder. Within fifteen (15) Business Days from the date Bank sends a billing inquiry or dispute to Participant, Participant shall notify Bank in writing of the resolution thereof or the action Participant will take to resolve the billing inquiry or dispute. Participant shall provide Bank with all such information as Bank may reasonably request in connection therewith.

2.10 Chargeback Rights and Procedures.

(a) Chargeback Rights. If Participant has not complied with the terms of this Agreement or with the Operating Regulations with respect to either the opening of Accounts or a Card Sale made by Participant, or if, at the end of the fifteen (15) Business Day billing inquiry/dispute resolution period specified in Section 2.9 of this Agreement, the billing inquiry or dispute is not resolved (or Bank has not been informed of the resolution or the action Participant will take to resolve the billing inquiry or dispute), Bank may process a Chargeback to Participant for the amount of the Card Sale, the Account balance or the disputed portion thereof, as applicable. If Bank processes a Chargeback and the disputed amount is subsequently paid by the Cardholder, Bank will reimburse Participant for the disputed amount.

(b) Method of Recourse. Bank is not required to pay Participant for a Card Sale which is being charged back. If Bank has already paid Participant for such Card Sale, Bank, at its sole discretion, may deduct the amount to be charged back from the Settlement Account or offset such amount from a future payment to Participant. Alternatively, Bank may demand that Participant pay Bank the amount of the Chargeback and Participant shall make such payment within three (3) Business Days of such demand. Any Chargebacks which are not paid by the aforesaid means shall be due and payable by Participant promptly on demand.

(c) Compliance with Laws. Notwithstanding anything to the contrary contained herein, in the event a Cardholder, in accordance with the provisions of applicable state law or the federal Truth in Lending Act and Regulation Z, as they may be amended from time to time, files with Bank a billing error inquiry or alleges a quality dispute with respect to goods or services purchased from Participant, Bank has the right of Chargeback against Participant with respect to the Card Sale which is the subject of such inquiry or dispute.

2.11 Representations and Warranties. Participant makes the following representations and warranties to Bank with respect to each Account, all Sales Data remitted to Bank, and as to each Card transaction evidenced thereby. Each and all of the representations and warranties made by Participant will survive the termination of this Agreement.

(a) The information set forth on each Application is accurate and correct as provided by the applicant and each Application has been completed in compliance with this Agreement and the Operating Regulations.

(b) The Sales Data represents a bona fide sale made by Participant of Authorized Goods and Services, not previously submitted and is originated by Participant in compliance with this Agreement and the Operating Regulations.

(c) The Card transaction represents obligations of the Cardholder for the amounts in the transaction and only for Authorized Goods and Services actually sold and delivered or actually rendered (including taxes) and does not involve any element of credit for any other purpose.

(d) The Sales Data is free from any alteration not authorized by the Cardholder.

(e) The transaction is in compliance with all applicable law.

(f) The indebtedness represented by the Sales Data has not been pledged as collateral for payment of any indebtedness or obligation of Participant or any other person.

(g) Participant has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the Sales Data is in any manner impaired.

(h) With respect to any transaction in which a Card is not physically presented to Participant, the Card and Account information contained in the Sales Data is accurate and correct.

2.12 Surcharges. Participant will not impose any surcharge on Authorized Goods and Services, will not require the Cardholder to pay any part of any charge assessed by Bank to Participant, whether through any increase in price or otherwise, or to pay any contemporaneous finance charge in connection with the purchase of Authorized Goods and Services with a Card. Participant will be entitled to grant discounts for cash to Cardholders provided it is clearly disclosed to the Cardholder as a discount and the cash price is presented as a discount from the price charged for all other means of payment.

ARTICLE III - FEES

3.1 Fees.

(a) For each Card Sale made by Participant, Bank shall charge and Participant agrees to pay a fee in an amount equal to a percentage of the Card Sale determined by the type of promotional plan as set forth below (the "Merchant Fee"):

<u>Promotional Plan Description</u>	<u>Minimum Purchase</u>	<u>Merchant Fee</u>
Regular Revolve	none	4.25% of Net Card Purchases
3 Months No Interest (minimum payment required)	\$150	4.25% of Net Card Purchases
6 Months No Interest (minimum payment required)	\$250	6.25% of Net Card Purchases
12 Months No Interest (minimum payment required)	\$500	8.65% of Net Card Purchases
18 Months No Interest (minimum payment required)	\$750	13.65% of Net Card Purchases
Budget Payment Plan (BPP) 12.96% APR, 48 months	\$1000	4.25% of Net Card Purchases

Bank shall have the right, upon prior notice to Participant, to increase the Merchant Fee.

(b) For each remittance of Sales Data made to Bank in accordance with Section 2.7(c) of this Agreement, Bank will determine the amount of Net Card Sales made by Participant and then calculate and collect the Merchant Fee based on that amount.

(c) Beginning ninety (90) days after the effective date of this Agreement, Bank shall charge Participant a minimum processing fee of \$10.00 for each month thereafter that Participant's Net Card Sales are less than \$300.00 ("Minimum Processing Fee"). Bank shall debit this fee from the Settlement Account in the calendar month following such a qualifying month. Any Minimum Processing Fees paid during a calendar year will be refunded to the Participant provided the total Net Card Sales for said calendar year equals or exceeds six thousand dollars (\$6,000). Any refund due for a calendar year will be paid by March 31st of the following year. Upon termination of this Agreement, Bank shall have no obligation to pay any refund earned in the previous year.

(d) Bank may offset the amount of the Merchant Fee and any other amounts owed by Participant under this Agreement from the Settlement amount due Participant, or Bank may debit the Settlement Account in the amount of the Merchant Fee and any other amounts owed by Participant under this Agreement. If Bank elects the former and the Settlement amount due Participant is insufficient to cover the Merchant Fee and any other amounts owed under this Agreement, Bank, at its option, may offset the amounts owed under this Agreement or any remaining portion thereof from subsequent amounts due Participant or debit the Settlement Account. Any amounts owed which cannot be paid by the aforesaid means shall be due and payable by Participant on demand.

ARTICLE IV - MISCELLANEOUS

4.1 Indemnification.

(a) Indemnification by Participant. Participant shall be liable to and shall indemnify, defend and hold harmless Bank, its affiliates and their respective officers, employees and directors from any losses, damages, claims or complaints (including reasonable outside attorney's fees and disbursements) incurred by Bank, its affiliates and their respective officers, employees and directors arising out of:

- (i) Any claim, complaint or setoff made by or on behalf of a Cardholder with respect to Card Sales or Credits submitted by Participant pursuant to this Agreement;
- (ii) Anything wrongfully done or not done by Participant in connection with the furnishing of any Authorized Goods and Services purchased by Cardholders pursuant to this Agreement;
- (iii) The death or injury to any person or the loss, destruction or damage to any property arising out of the furnishing by Participant of any Authorized Goods and Services purchased with the Card; or
- (iv) Any breach by Participant of an obligation under this Agreement.

(b) Indemnification by Bank. Bank shall be liable to and shall indemnify, defend and hold harmless Participant, its affiliates and their respective officers, employees and directors from any losses, damages, claims or complaints (including reasonable outside attorney's fees and disbursements) incurred by Participant, its affiliates and their respective officers, employees and directors arising out of any claim or complaint by a Cardholder with respect to anything wrongfully done or not done by Bank in connection with such Cardholder's Account. Notwithstanding the foregoing, the indemnification by Bank shall not apply to any claim or complaint relating to Participant's failure to resolve a billing inquiry or dispute with a Cardholder.

(c) Notice of Claim. If any claim is made or any suit or action is commenced against the indemnified party in respect of which indemnification may be sought under this Section 4.1, the indemnified party shall promptly give the indemnifying party written notice thereof and the indemnifying party will be entitled to assume the defense thereof and to take over and control the settlement thereof (with counsel satisfactory to the indemnified party) at the indemnifying party's cost and expense by giving written notice of its intention to do so to the indemnified party within thirty (30) days after receipt by the indemnifying party of notice of the claim, suit or action. If the indemnifying party assumes the defense of any claim, suit or action, it shall not settle such claim, suit or action unless the indemnified party consents to such settlement. Notwithstanding the assumption by the indemnifying party of the defense of any claim, suit or action, the indemnified party will be permitted to join in the defense thereof and to employ counsel at its own cost and expense. If the indemnifying party fails to notify the indemnified party of its desire to assume the defense of any claim, suit or action or notifies the indemnified party that it will not assume the defense thereof, then the indemnified party may assume the defense thereof, at the indemnifying party's cost and expense. Any settlement or compromise of, or any final judgment entered on or in, any claim, suit or action which the indemnifying party declines to defend in accordance with this Agreement, will be deemed to have been consented to by, and will be binding upon, the indemnifying party as fully as if the indemnifying party had assumed the defense thereof and a final judgment or decree had been entered in such suit or proceeding, or with regard to such claim, by a court of competent jurisdiction for the amount of such settlement, compromise, judgment or decree. In any case, the indemnifying party and the indemnified party shall cooperate (at no cost to the indemnified party) in the settlement or defense of any such claim, suit or action.

(d) Payment of Indemnified Amounts. The indemnified party shall notify the indemnifying party of any amounts due and owing by the indemnifying party under this Section 4.1 and the indemnifying party shall pay such amounts to the indemnified party within thirty (30) after receipt of

such notice.

(e) Survival. Except for this Section 4.1 and as set forth in Sections 2.7, 2.11 and 4.7, no other terms of this Agreement will survive the termination of this Agreement.

4.2 Card Plan Promotion: Advertising and Service Marks.

(a) Promotion of the Card Plan. Participant shall actively and consistently promote, participate in and support the Card program and Card Plan throughout the term of this Agreement. Participant shall prominently display at its place of business advertising and promotional materials relating to the Card Plan, including without limitation, take-one Applications for the Card. Further, to the extent Participant displays other third party credit or charge card materials, it shall display the advertising and promotional materials relating to the Card Plan in a manner and with a frequency equal to or greater than that accorded any other third party credit or charge card. Participant shall only use or display promotional materials relating to the Card Plan in accordance with the Operating Regulations and in accordance with any specifications provided by Bank. Participant shall use and distribute Required Disclosures, as such may change from time to time, in accordance with Bank's requirements.

(b) Use of Unauthorized Materials. Notwithstanding anything else to the contrary herein, (1) Participant will be solely responsible for, and will indemnify, defend and hold harmless Bank (subject to Section 4.1) against, any losses, damages, claims, complaints and expenses incurred by Bank as a result of Participant's use of materials not approved by Bank in accordance with the terms of this Section 4.2; and (2) Bank will have the option to terminate this Agreement immediately if Bank reasonably believes that Participant's failure to comply with the terms of this Section 4.2 places Bank at risk.

(c) Cardholder information. Cardholders' names and addresses are the property of Bank. Cardholder information may be used by Bank for such purposes as it chooses, including for the promotion of other products and services, whether or not credit-related, such as credit insurance. Participant shall not use Cardholder information for any purpose without the express written consent of Bank.

4.3 Books and Records. Participant shall retain an original copy of each Sales Slip and Credit Slip for one hundred and eighty (180) days following the date of the Card Sale and a microfilm or other copy thereof for a total of seven (7) years. Participant shall send to Bank the original or a legible copy of any Sales Slip, Credit Slip or any other record relating to this Agreement retained by Participant within fifteen (15) Business Days of a request from Bank.

4.4 Term and Termination.

(a) Term. This Agreement shall become effective when signed by Participant and when received and approved by Bank and shall remain in effect until terminated as provided herein. Bank's approval shall be indicated by Bank's provision of services in accordance with this Agreement. The termination of this Agreement will not affect the rights and obligations of the parties with respect to transactions and occurrences which take place prior to the effective date of termination, except as otherwise provided herein.

(b) Termination. This Agreement may be terminated:

(i) by Bank or Participant upon notice to the other party in the event the other party elects to wind up or dissolve its operation or is wound up and dissolved; becomes insolvent or repeatedly fails to pay its debts as they become due; makes an assignment for the benefit of creditors; files a voluntary or involuntary petition in bankruptcy or for reorganization or is adjudicated as bankrupt or insolvent; or has a liquidator or trustee appointed over its affairs and such appointment continues for more than thirty (30) days;

(ii) by Bank upon notice to Participant in the event (1) Participant fails to comply in any material respect with any representation, warranty, term or obligation under this Agreement; (2) Participant suffers a material adverse change in its business, financial condition, business practices, products or services; (3) Participant sells all or a substantial portion of Participant's business or assets; (4) Bank deems Participant to be financially insecure; or (5) there are, as determined by Bank in its sole discretion, excessive Chargebacks submitted by Participant in any calendar quarter; or

(iii) by Bank or Participant for any reason upon not less than thirty (30) days' prior notice to the other.

(c) Duties Upon Termination. Upon termination of this Agreement, all amounts payable by Participant shall be due and payable in full without demand or notice of any kind and Participant shall promptly submit to Bank all Sales Data for Card transactions made up to the date of termination.

4.5 Status of the Parties. In performing their responsibilities pursuant to this Agreement, Bank and Participant are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture or an association for profit between Bank and Participant. Further, notwithstanding anything to the contrary contained in this Agreement, any third party designated by Participant to perform obligations or functions of Participant under this Agreement, including without limitation, obtaining Authorization or performing data capture, remittance or Settlement functions, will be subject to the approval of Bank and will be deemed to be the agent of Participant for all such purposes and not the agent of Bank and Participant shall be fully liable for the fees and actions of any such third party with respect to the performance of such functions.

4.6 Force Majeure. Neither party to this Agreement will be liable to the other by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not limited to acts of God or of the public enemy, acts of civil or military authority, fires, strikes, unavailability of energy resources, delay in transportation, riots or war. In the event of any force majeure occurrence, the disabled party shall use its best efforts to meet its obligations as set forth in this Agreement. The disabled party shall promptly and in writing advise the other party if it is unable to perform due to a force majeure event, the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of that party to perform any of its obligations hereunder in whole or in part.

4.7 Confidentiality.

(a) In performing its obligations under this Agreement, each party may have access to and receive certain confidential or proprietary information about the other party, including, but not limited to: this Agreement, a party's marketing philosophy and objectives, competitive advantages and disadvantages, Cardholder and customer names and addresses, financial results, technological development, sales volume(s), merchandise mix or other information of the business or affairs of each party, its parent company, or its affiliated and subsidiary companies, which that party reasonably considers confidential and/or proprietary (collectively referred to as "Confidential Information"). Each party agrees that it will reveal such Confidential Information only to those of its directors, officers, employees (or, with regard to Bank, directors, officers, employees of Bank, or its affiliates which are involved in the development of the Card program and Card Plan or the directors, officers, and employees of Henry Schein and its affiliates) who are engaged in the implementation of policies, programs or procedures with regard to the acceptance of the Card by Participant. Each party agrees not to use such Confidential Information nor to disclose Confidential Information to any third party, except as may be necessary for that party to perform its obligations pursuant to this Agreement and except as may be agreed upon by the parties. If either should disclose Confidential Information to a third party, such party shall cause said third party to agree to the confidentiality provisions set forth in this Section 4.7.

(b) Confidential Information does not include information that was: (i) in the public domain at the time of disclosure; (ii) published or otherwise became a part of the public domain after disclosure to the receiving party through no fault of the receiving party; (iii) already known by the party receiving

the information prior to commencing the discussions that led to this Agreement; and (iv) information lawfully obtained from a third party.

(c) In addition to the provision of Section 4.7 (a) and (b) above, Participant specifically agrees that it will not, without the prior written consent of Bank, disclose to any third party the terms and conditions of this Agreement or the nature of the relationship established by this Agreement, except to the extent such disclosure is required by law or order of a court or governmental agency, **PROVIDED, HOWEVER**, that Participant must give Bank prompt prior notice and permit Bank a reasonable opportunity to obtain a protective order or otherwise protect the confidentiality of the Confidential Information. It is further provided that Participant specifically agrees not to make available (or facilitate the availability of) the terms and conditions of this Agreement in an on-line environment for any purpose whatsoever without first obtaining the written consent of Bank.

(d) Participant agrees to comply with the "Citigroup Privacy Promise for Consumers", a copy of which is available online at www.healthcard.citicards.com and upon request from Bank, and which is incorporated herein. Bank specifically reserves the right to audit Participant for compliance with said privacy policy.

(e) Notwithstanding anything to the contrary herein, the terms of this Section 4.7 will survive the termination of this Agreement.

4.8 Financial Information. Upon request by Bank, Participant shall provide Bank with financial statements and such other financial information reasonably requested by Bank.

4.9 Assignability; Successors and Assigns. This Agreement may not be assigned by Participant without the express written consent of Bank. Bank may assign any of the rights, interests, and obligations of Bank hereunder to a parent, subsidiary, affiliate or third party. The rights and obligations of the parties hereto will inure to the benefit of and will be binding upon the successors and permitted assigns of each of them.

4.10 Amendment. This Agreement may be amended from time to time by Bank upon prior written notice to Participant, unless Participant provides written notice to Bank of its objection to any such amendment within twenty (20) days, in which event any such amendment will not be effective.

4.11 Severability. If any provision, or portion thereof, of this Agreement is held invalid, illegal, void or unenforceable by reason of any rule or law, administrative order, judicial decision or public policy, all other provisions of this Agreement will nevertheless remain in full force and in effect.

4.12 Entire Agreement. This Agreement, including the Operating Regulations and any schedules, exhibits and documents referenced herein, constitutes the entire agreement between the parties in connection with the Card program and Card Plan and supersedes all prior agreements, negotiations and communications on such subject matter.

4.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

4.14 Applicable Law or Regulation. It is expressly understood that changes in the performance of either party's obligations under this Agreement necessitated by a change in interpretation of any applicable federal or state statute or regulation will not constitute a breach of this Agreement.

4.15. Waiver of Jury Trial. Each party hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the activities contemplated by this Agreement. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other party hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 4.15.

4.16 Waivers. Neither party will be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is approved in writing by the waiving party.

4.17 Notices. Whenever notice or demand under this Agreement is given to or made upon either party by the other party, such notice or demand must be given in writing, either (i) by depositing it in the United States mail addressed to such party at its address as set forth below, with postage thereon prepaid, and any notice or demand so mailed will be deemed to have been given at the time when it was mailed, or (ii) by courier, telecopier, or similar method, and such notice or demand will be deemed to have been given when the writing or other form of notice or demand is either personally delivered to the party or delivered to the address set forth below. Notwithstanding the foregoing, notice of intent to terminate this Agreement and notice of default must be sent by certified or registered mail, return receipt requested.

If to Bank:	Citibank USA, N.A. 701 E. 60 th Street North Sioux Falls, South Dakota 57104 Attn: Senior Vice President	With a copy to:	Citi Commerce Solutions, Inc. Four Parkway North Deerfield, Illinois 60015 Attn: Vice President - Controller
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If to Participant: At the address designated in its Citi Health Card Participation Application

EITHER PARTY MAY CHANGE THE ADDRESS TO WHICH NOTICE MUST BE SENT BY GIVING WRITTEN NOTICE OF SUCH CHANGE TO THE OTHER PARTY IN THE MANNER PROVIDED HEREIN.

4.18 No Third-Party Rights. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person not party to this Agreement.

4.19 Captions. The captions used in this Agreement have been inserted for convenience and for reference only and will not be deemed to limit or define the text of this Agreement.

BY SIGNING AND DELIVERING THE CITI HEALTH CARD PARTICIPATION APPLICATION TO BANK, PARTICIPANT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY MODIFICATION OF THE TERMS OF THIS AGREEMENT SHALL REVOKE THIS OFFER FOR SERVICES AND SHALL CONSTITUTE A COUNTEROFFER WHICH SHALL REQUIRE THE SIGNATURE OF BANK TO BECOME ENFORCEABLE.