

Henry Schein Thrive Rewards Program: Terms and Conditions Side-by-Side Comparison

The following is a side-by-side comparison of the current terms and conditions (left column) and the new terms and conditions (right column). Not every term or condition has an equivalent.

Below are the Terms and Conditions for participation. Please read these carefully. If you agree to these terms and conditions, check the box upon first login.

The Henry Schein Thrive Rewards Program is made available by Henry Schein Canada, Inc. ("Henry Schein"). Membership is available to those eligible under these Terms. The Henry Schein Thrive Rewards program (the "Program") is designed to provide Members with the opportunity to earn and redeem loyalty points ("Rewards Points" or "Points") on purchases of certain products and services*, as well as provide Members exclusive benefits for maintaining their purchases through participating Henry Schein entities**. BY PARTICIPATING IN THE PROGRAM, MEMBER AGREES TO BE BOUND BY THESE TERMS.

Discount Program

Participating in the Program is only permissible in accordance with these Terms. By participating in the Program, Member agrees that, to its knowledge, its practice complies with the Program requirements. It is the Member's responsibility to review any agreements, invoices or other documents applicable to these prices to determine if Member's purchases are subject to a discount or rebate.

Membership Qualifications

Note: "Participating in a promotional discount program (e.g., points, gifts or other special awards) is only acceptable if your practice does not bill any federal health care program (e.g., Medicare, Medicaid or Tricare) for dental or pharmaceutical services, and by participation you agree that, to you knowledge, neither your practice nor your patients are reimbursed by such programs for such services."

The Program is open to dental practices (excluding Zahn Canada customers, institutions, community health centers, government organizations, dental buying groups, cost reporting entities, medical and veterinary practices, and large Dental Service Organizations (with 10 or more locations, as designated and determined in the discretion of Henry Schein)) who: (a) operate a licensed practice in Canada and (b) have agreed to these Program Terms by entering the Member's required information and completing the registration process (each an "Eligible Practice" or "Member"). Eligibility for the Program is at Henry Schein's sole discretion. The Program is void where prohibited. The Program is limited to one Member account per Eligible

Practice. Henry Schein may refuse to create an account for any reason.

Primary Member

The first individual who registers an Eligible Practice as a Member, upon confirmation of membership (subject to continuing verification by Henry Schein), will be deemed the "Primary Member" of the Program and thereafter responsible for the Program membership for that Member, including eligibility for the specific Program benefits described herein. By registering, the Primary Member represents and warrants that he/she has the authority to register and participate the Eligible Practice in the Program in accordance with these Terms. The information entered at time of registration must match Henry Schein records on file for awards to be administered. Primary Member must be a lawfully identifiable human being; no fictitious or alias names and no machines, scripts or automated services may be used for purposes of participation in the Program. Membership in the Program is not transferable; however, an alternate Primary Member can be designated to administer the Program on behalf of a Member. See the Program Site for information on how to update Primary Member information.

Earning Rewards Points

Customers must be enrolled in PRIVILEGES to qualify for points. One PRIVILEGES Reward Point will be issued for every dollar of merchandise purchased through www.henryscheindental.ca, ARUBA eZ or by using the ARUBA eZ Scan. Points will be issued monthly after the end of each month and can be seen by visiting the PRIVILEGES Rewards website at www.henryscheindental.ca or by typing <http://privileges.performnet.com/privileges/login.do> into your browser. Points will expire after 36 months. Courtesy points expire after 90 days of submission, but a reminder of that expiration is emailed 30 days prior to expiration.

Rewards Points are earned for eligible purchases based on the Program level of membership at the time of purchase of eligible products and services from Henry Schein (unless otherwise noted in a promotion). The table below sets out the points per dollar awarded, depending on the level of membership and the type of product or service purchased:

	Bronze	Silver	Gold	Platinum
Branded Consumables/ Parts & Service (such as branded consumables and small equipment, parts,	1.00 point/dollar	1.00 point/dollar	1.25 points/dollar	1.50 points/dollar

service, labour, ProRepair)				
Private Label Consumables (such as Henry Schein brand consumables and small equipment)	1.00 point/dollar	1.50 points/dollar	1.75 points/dollar	2.00 points/dollar
Equipment (such as large & hi-tech equipment, information technology)	0.25 points/dollar	0.25 points/dollar	0.50 points/dollar	0.75 points/dollar

Points are not transferable and may not be pooled.

Rewards Points are non-transferable. Members earn Points from the date of completion of their registration in the Program including acceptance of these Terms. Returned items will forfeit the related Points.

Levels of Membership

The Program offers four levels of membership. Depending on the level of membership, Members will receive exclusive benefits to help manage and grow their practice. Henry Schein reserves the right to re-level Member in its discretion. The annual qualifying purchases of merchandise and small equipment purchases required from Henry Schein to qualify for each level is as follows:

- Bronze: \$1 - \$14,999
- Silver: \$15,000 - \$49,999
- Gold: \$50,000 - \$99,999
- Platinum: \$100,000+

Members will move up or down levels according to their qualifying purchases, on a rolling 12 month basis. Members will only move down one or more tiers after the yearly anniversary of their enrollment in the Program or 12 months after last being moved up a tier. Members will move up a level as their qualifying purchases surpass the relevant threshold for the next level.

Redeeming Rewards Points

Members can redeem points if they are at Silver level or higher. Bronze level Members accumulate points but cannot redeem points unless they are in Silver level or higher. See also the section on Points Expiration below.

Points have no cash value and may be used only for redemption of currently available gift items selected for the PRIVILEGES program.

Rewards Points may be redeemed for purchases of eligible products and services from Henry Schein. Henry Schein may refuse a redemption request if the Member is not in good standing on its Henry Schein purchases and/or account. Standard redemption value is 1 point = \$0.0033. Points are not exchangeable for cash, and can only be credited against purchases of eligible products.

Your Privileges Reward Points can be redeemed online by visiting our Privileges Rewards Website at www.henryscheindental.ca or by typing <http://privileges.performnet.com/privileges/login.do> into your browser.

For qualified redemption opportunities, log on to your Henry Schein Dental web account and click the My Account link for the Henry Schein Thrive Rewards site ("Program Site"). From here, view earned points summary or redemption options. If a Member does not have access to the Program Site, please call 1-800-668-5558 for Henry Schein Thrive Rewards Customer Service to enroll in the Program, review or redeem points. Once a Member enters the redemption page of the Program Site, all qualified redemption opportunities and the minimum points needed to submit a redemption will be shown. Members should check back often as these opportunities may change.

Henry Schein reserves the right, without notice, to adjust and/or correct a Member's account at any time and for any reason, including, but not limited to, if Henry Schein determines that Points have been earned or redeemed erroneously.

Henry Schein reserves the right, without notice, to redeem a Member's Rewards Points by applying all or a portion of the Member's Reward Points against the Member's account balance, if Henry Schein determines that the Member has a delinquent and outstanding account.

Contact

For questions about the Privileges Program, please contact your Henry Schein Sales Consultant. For all other questions, contact our Customer Service Department at 1-888-668-5558 ext. 2055.

For more information, contact Henry Schein at:
Toll Free: 1-800-668-5558.

Exclusions

Taxes, if any, associated with awards are the sole responsibility of the award recipient.

Members are unable to earn or redeem Points on (a) charges incidental to products or services such as, but not limited to, freight, fuel surcharges or tax and (b) the Excluded Products (defined below).

"Excluded Products" include, without limitation, the following: Restocking Fees, Fuel Surcharges, Storage Fees, Freight Charges, Delivery Fees, Shipping & Handling Charges, Deferred Service Contract Fees, Third Party Warranties, Third Party Software and Software Support, Sales Tax, Event Fees, Manufacturer Repairs, Billing Adjustments, Discontinued/Undefined Products, Continuing Education Training, Branch Events, and Third Party Billings.

Some manufacturers who contractually do not permit additional discounts or other price reductions may also be excluded.

Expiration

Rewards Points expire 12 months after the month issued for Bronze level, and 24 months for all other levels (Silver, Gold, and Platinum). For residents of Quebec, Rewards Points expire as set out in this section after the same period of inactivity of the Member according to applicable membership level.

Memberships remain active as long as points are accumulated or redeemed within a two-year period. Henry Schein reserves the right to cancel memberships that have been inactive for two consecutive years, in which case Members may be advised (if required by law) prior to their membership being cancelled due to inactivity. In the case where a membership is cancelled or terminated for any reason, all remaining Points will immediately expire from the date of the cancellation and/or termination.

Disputes; Governing Law; Construction

Members agree that all issues and questions concerning the construction, validity, interpretation

and enforceability of these Terms, or the rights and obligations of Members(s) and Henry Schein in connection with the Program, shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard for conflicts of law doctrine of any jurisdiction. In case of any dispute, the English-language version of these Terms and Conditions shall prevail.

These Terms set forth the entire understanding between the Member and Henry Schein and supersede any and all prior or contemporaneous agreements or understandings between Member and Henry Schein, whether oral or written, including those terms and conditions of any previously existing Henry Schein loyalty program, as to the subject matter of these Terms. If any provision of these Terms or the application thereof to any Member or circumstances shall to any extent be held to be invalid or unenforceable, the remainder of the Terms, or the application of such provisions to persons or circumstances as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law. No waiver of these terms and conditions will be valid unless the waiver is in writing and signed by an officer of Henry Schein.

Limitation of Liability

HENRY SCHEIN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF GOODWILL, ARISING FROM OR RELATING TO ANY BREACH OF THESE TERMS (OR ANY DUTY OF COMMON LAW, AND WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF HENRY SCHEIN OR ITS AFFILIATES), REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Additional Benefits

Depending on your level, in addition to Rewards Points, Members enjoy additional benefits following enrollment. Check Program Site for available benefits by membership level which are updated from time to time. Please note it may take up to 5 business days for your membership level benefits to be reflected in the system after a change to your tier status.

For manufacturer promotions: The prices stated in the invoice or statement may reflect a discount or be subject to a rebate.

Members will receive Members-only promotions and may earn bonus Rewards Points for purchases that can be redeemed on purchases of eligible products and services from participating Henry Schein entities**..

Amendments and Termination

Henry Schein reserves the right to discontinue or change the program at any time, without notice, including but not limited to the method and value of points issued and the number of points required to qualify for specific gifts.

The Program and its benefits are offered at Henry Schein's sole discretion and Henry Schein reserves the right to cancel, modify, restrict or terminate the Program or Terms at any time without prior notice. The Program will continue to be offered to Members under the current Terms, as revised from time to time, posted on Program Site. Henry Schein may modify, in whole or in part, the following elements on the Program:

1. The eligibility conditions for membership in the Program and how a Member can participate in the Program (see Discount Program, Membership Qualifications, and Primary Member);
2. Terms applicable to earning Points (see Earning Rewards Points and Additional Benefits);
3. Terms applicable to the levels of membership (see Levels of Membership);
4. Terms applicable to the redeeming Points or correcting Points balance (see Redeeming Rewards Points);
5. Terms applicable to exclusions and excluded products;
6. Terms applicable to the expiration of Points (see Expiration);
7. Terms applicable to disputes, governing law, choice of forum, and limitations on liability;
8. Terms applicable to amendments to and termination of the Program (see Amendments and Termination);
9. Terms in the Privacy section, or in the Privacy Statement; and/or
10. List of Excluded Products.

Henry Schein reserves the right to disqualify and/or terminate a Member's membership in the Program and any Points earned in its sole discretion at any time, including but not limited to non-compliance with these Terms, finding or determining that a Member is not an Eligible Practice, Primary Member ceases to be an employee of an Eligible Practice, and fraudulent

or other unlawful activity (including abuse or tampering with the Program Site in any way).

Upon modification of the Program or these Terms, and if the modification includes an increase in the Member's obligations or a reduction in Henry Schein's obligations, the Member may refuse the modification and rescind or cancel their participation in the Program without cost, penalty or cancellation indemnity, by sending Henry Schein notice of such cancellation of their participation no later than 30 days after the modification comes into force by contacting Henry Schein by telephone toll free at 1-800-668-5558. Members can also notify their Field Sales Consultant. Any Points will be forfeited upon rescinding or cancelling membership. If a Member does not exercise their right to rescind or cancel their participation in the Program by sending Henry Schein notice within 30 days after the amendment comes into force, the Member's participation in the Program after the 30 day delay has expired will constitute consent to be bound by the amended Terms of the Program.

Upon termination of the Program, any Points that a Member has accumulated will be forfeited.

Privacy

Participation in the Program is subject to Henry Schein's [Privacy Statement](#). This Privacy Statement may be amended from time to time. Members in the Program agree and are responsible to visit the Program Site for current Terms and Privacy Statement. Notwithstanding a Member's choice to opt out of commercial electronic messages, Henry Schein may send program-related operational messages to Members.

Shipping and Delivery

Most products will be shipped by directly from our supplier within 10 working days. However, some items may be shipped directly from the manufacturer and require from 4 to 6 weeks for delivery. All deliveries are front door drop off and exclude unpacking, inside placement or installation, except where specified.

Substitutions

For reasons beyond our control, certain items may be discontinued by the manufacturer. If an item is unavailable, we will contact your office and offer a substitute of equal or comparable value.