



Dental Success Network

Preferred Vendor Agreement

This Agreement is entered into between **Dental Success Network, LLC** (“DSN”) and the **undersigned vendor** (“Vendor”) for participation in DSN's Preferred Vendor Program at the complimentary membership level.

1. Definitions

- **Preferred Vendor:** A business or individual approved by DSN to participate in the Preferred Vendor Program in exchange for the applicable program fee (if any) and adherence to DSN guidelines.
- **Promotional Materials:** Any marketing, advertising, or educational content created or shared by Vendor, including but not limited to videos, graphics, written posts, and email content.
- **DSN Member Platform:** The private online community for DSN members, currently hosted on Workvivo (or any successor platform designated by DSN).

2. Program Description & Benefits

Vendor agrees to participate in DSN's Preferred Vendor Program at no monthly fee. As a Complimentary Preferred Vendor, Vendor will receive the following benefits:

Visibility

- Featured on the DSN public website (front-facing) and in the DSN Member Portal.

Promotion Opportunities (subject to DSN approval and the content guidelines in Section 4)

- **Supply/Equipment Vendors:** may promote branded materials up to once per week in the DSN Member Platform.
- **All Other Vendors:** may promote branded materials once per month in the DSN Member Platform, twice monthly via email, and quarterly via educational webinar

3. Vendor Honor Code

Vendor agrees to abide by the following DSN Preferred Vendor Honor Code:

- **Integrity & Respect.** Participate with a spirit of integrity and honor, acting and communicating with respect and honesty. Maintain confidentiality with respect to DSN owners, other vendors, and members at all times.
- **Communication Commitment.** Recognize that maintaining communication of positivity, candor, and professionalism is essential for the success of DSN members.
- **Value-Driven Engagement.** Understand that DSN supports and promotes all vendor products and services, but true success comes from adding value to the community to build trust. Excessive sales tactics undermine trust, risk member disengagement, and may lead to re-evaluation of vendor status.
- **Approval of Offerings.** All products, courses, and events must be approved by DSN's executive team before being posted inside the DSN workplace. Vendor agrees to offer DSN members a discount in return for DSN's promotion.
- **Event Sponsorship Support.** When sponsoring events, Vendor will support DSN's marketing efforts for DSN products, courses, and events, which may include posting on social media, email campaigns, podcast interviews, and similar activities.
- **Spirit of Trust.** DSN is committed to the principle of honor and prides itself on trust among its members. Vendor participation should always reflect mutual benefit.
- **Mission Alignment.** If Vendor no longer feels passionate about supporting DSN's mission, Vendor will inform DSN.
- **Code Enforcement.** The Honor Code is based on the principle that trust should pervade all aspects of the DSN community. Any violation of the Honor Code is an offense against the community.

4. Content Standards & Approval

- All Promotional Materials must be professional, accurate, and brand-appropriate. Content must not include political, religious, discriminatory, defamatory, or otherwise inappropriate material.
- All Promotional Materials intended for DSN's Member Platform or email distribution require approval from DSN.
- Vendor will comply with all applicable laws, including HIPAA, where applicable.

- DSN reserves the right to remove or request edits to any Promotional Materials at its sole discretion.

5. Performance & Engagement

- Continued Preferred Vendor status is contingent upon maintaining positive member engagement and feedback.
- DSN reserves the right to adjust promotion frequency or content types if member sentiment or platform analytics indicate overexposure or content fatigue.

6. Exclusivity

- Unless otherwise stated in writing, this Agreement does not grant exclusivity in any product or service category. DSN reserves the right to engage with multiple vendors in the same category.

7. Use of DSN Name & Logo

- Vendor may only use DSN's name, logo, or brand assets with written consent from DSN.
- Any approved use must follow DSN's brand guidelines.

8. Term & Termination

- **Term:** this Agreement is month-to-month.
- **Cancellation by Vendor:** Vendor may cancel participation at any time by providing DSN with written notice.
- **Termination by DSN:** DSN may terminate this Agreement immediately for violation of the Honor Code, content guidelines, or other conduct detrimental to the DSN community.
- **Upon cancellation or termination,** access to Preferred Vendor benefits will end and Vendor's listing will be removed from the DSN website and Member Portal.



9. Fees & Compensation Structure

The compensation structure for this partnership is indicated below. Check one option and complete the applicable fields. The selected structure, together with the general payment terms in this Section, governs all amounts owed under this Agreement.

☐ Option A: Standard Monthly Fee

- **Monthly fee:** \$500, billed in advance. Payments are due on the day of agreement submission each billing cycle.

☐ Option B: Revenue Share

In lieu of, or in addition to, a monthly fee as indicated below, Vendor agrees to the following revenue-share arrangement based on qualifying transactions with active DSN members:

Monthly fee, if any: \$ _____

Payment due within _____ days of the close of each reporting period.

[illegible]

Describe the agreed compensation structure: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

General Payment Terms

- Failure to make timely payment may result in suspension or termination of Preferred Vendor status.
- DSN reserves the right to change the monthly fee or revenue-share terms with 60 days' written notice.
- For revenue-share arrangements, Vendor will provide DSN with a report of qualifying DSN member transactions for each reporting period in a format reasonably requested by DSN. DSN may verify reported amounts, including through the member verification process described in Section 10.

10. Member Verification

- DSN may use member verification tools and processes to compare DSN's member list against Vendor's customer list.
- Vendor agrees to remove DSN-exclusive pricing, discounts, or benefits from any client who is no longer an active member of DSN. DSN will notify Vendor of such changes in member status, and Vendor will take commercially reasonable steps to remove the applicable pricing, discounts, or benefits within thirty (30) days of such notice.

This process is used to:

1. **Track referrals** and help both DSN and Vendor measure the effectiveness of the partnership.
2. **Ensure integrity of membership discounts** by identifying individuals or organizations who are no longer active DSN members but are still attempting to take advantage of vendor-offered DSN discounts.
3. **Provide insight into potential opportunities** within DSN's member base, helping Vendor better understand overlap and areas for growth.
 - Vendor agrees to participate in these verification efforts and to honor DSN's determinations regarding eligibility for DSN-specific pricing or discounts.
 - DSN may, at its sole discretion, notify Vendor if a customer is identified as ineligible for DSN member pricing. Vendor agrees to take commercially reasonable steps to enforce such eligibility requirements.

11. Liability & Indemnification

- DSN makes no representations or warranties regarding Vendor's products or services and is not responsible for Vendor's claims or business practices.
- Vendor agrees to indemnify, defend, and hold harmless DSN, its owners, employees, and members from any claims, damages, or liabilities arising from Vendor's participation in the program, promotions, or business operations.

12. General Provisions

- This Agreement constitutes the entire understanding between DSN and Vendor regarding participation in the Preferred Vendor Program and supersedes all prior discussions or agreements.
- Any amendments must be made in writing and signed by both parties.
- This Agreement will be governed by the laws of the State of Arizona, without regard to conflict of law principles.
- By submitting the DSN Vendor Application, Vendor acknowledges that it has read, understood, and agrees to be bound by the terms of this Agreement, effective as of the date of application approval by DSN