

GREEN SHIELD CANADA STUDENT DENTAL DISCOUNT NETWORK PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into between Green Shield Canada ("GSC"), with principal offices located at 8677 Anchor Drive, Windsor, Ontario N8N 5G1, and the Provider whose signature and principal place of business address appears on the last page of this Agreement.

WHEREAS, GSC, on behalf of its Client, wants to establish a Student Dental Discount Network with the Provider, and the Provider wishes to provide professional services in accordance with the terms of this Agreement.

IT IS HEREBY MUTUALLY AGREED by GSC and the Provider as follows:

I PROVISION OF SERVICES

To comply with all laws relating to furnishing professional services to plan members and maintain in effect all licenses, registrations, permits and other governmental approvals which may from time to time be necessary for that purpose;

To maintain a record (financial, administrative and otherwise) of all services provided to any and all plan members, and to observe and be bound by the Regulations of GSC communicated from time to time;

GSC will perform its customary audit and benefit utilization reviews.

II SUBMISSION OF CLAIMS

The Provider covenants and agrees to submit all Claims to GSC as soon as reasonably possible after the service is performed and further agrees that by the submission of Claims to GSC from time to time (either directly by the Provider or by any data processing service or computer technique on behalf of the Provider, and whether or not signed by the Provider) all such Claims, when submitted, shall be authentic and accurate, and shall be in accordance with the level of benefits and Eligible Fee Amounts authorized from time to time by GSC pursuant to its Regulations hereto, or otherwise.

It is recognized that plan members may request services of the Provider which are not Covered Services and which are, therefore, the responsibility of and payable by the plan member.

In order for Dentists to qualify for this network, the Dentist agrees to submit claims to GSC and GSC will directly reimburse the Dentist.

By signing this Agreement, the Dentist acknowledges that the terms apply to all services rendered regardless of provider location.

III PAYMENT SCHEDULE

The following chart outlines the maximum discounts that will apply. The actual discount will depend on the plan design in effect with the intent that the discount will be used to reduce the student's out-of-pocket expenses.

| Dental Benefits | Student's copay reduced by: |
|---|-----------------------------------|
| Basic Preventive and Diagnostic Services including: exams, x-rays, preventive scaling and cleaning, polishing, fluoride, oral hygiene instruction | Up to 30% |
| Other Basic Services including: fillings, extractions, oral surgery | Up to 20% |
| Endodontic treatments including: root canal treatments Periodontic treatments including: perio scaling, root planing, occlusal equilibration | Up to 20% |
| Major Restorative Services including: crowns, bridges, posts, dentures | Up to 20% |

GSC payment/student payment percentages are based on the Dental Fee Guide as outlined in the student association's benefit booklet and according to the terms of the contract.

IV PAYMENT OF CLAIMS

Dentist agrees to accept the GSC reimbursement as payment in full for covered services and not to bill the plan member for other than applicable deductibles, coinsurance, or amounts exceeding contractual maximums.

If GSC receives a pay plan member claim, and the Provider was a participating dentist, the claim will not pay, the plan member will be directed back to the Provider.

V NOTIFICATION OF PARTICIPATION

Students will be informed of participating Dentists, including name and location, on the GSC Student Centre website (greenshield.ca/StudentCentre) that is updated from time-to-time.

VI TERM, TERMINATION AND REMOVAL

This Agreement shall be effective upon the date when it is signed by GSC (the "Effective Date") and shall continue until it has been terminated in accordance with the terms hereof..

This Agreement may be terminated by either party hereto upon giving 30 days written notice to the other party, in which case termination will be effective upon the expiry of such 30 day period.

Written notice of termination from this Participation Agreement applies to all provider locations. The written notice may be sent to GSC by mail, email (provider.records@greenshield.ca) or fax 519.739.6537.

VII NON-LIABILITY OF GSC

The Provider shall indemnify and hold harmless GSC from any loss, liabilities, claims, damages, costs or expenses (including reasonable lawyers' fees and expenses) in connection with any claims, suits, actions or proceedings arising out of or in any way connected with any acts or omissions on the part of the Provider, or any breach of the terms hereof or default in its obligations hereunder or pursuant hereto, or any negligence, fraud, recklessness or unlawful act on the part of the Provider.

VIII AMENDMENT

Except any modification by GSC of the Eligible Fee Amounts including any such amount set forth in the Guidelines hereto, or as otherwise provided herein, all modifications of the Agreement shall be in writing and signed by both parties. GSC's Eligible Fee Amount may be amended unilaterally by GSC in its discretion at any time. Furthermore, this Agreement may be amended unilaterally by GSC in order to ensure compliance with any provincial or federal laws or regulations or to comply with GSC's Regulations from time to time.

IN WITNESS HEREOF, the parties have executed this Agreement.

| Green Shield Canada | Provider |
|------------------------------------|----------------------|
| 8677 Anchor Drive | |
| Windsor, Ontario N8N 5G1 | |
| Attn: Provider Records | |
| Ву: | _Ву: |
| Date: | _Date: |
| | |
| | Print Name and Title |
| Principle Address: | |
| | |
| E-Mail Address: | |
| Unique Identification Number (UIN) | |