

HNA DENTAL DISCOUNT PLAN MEMBERSHIP TERMS AND CONDITIONS

1. PURPOSE

This agreement is between Health Networks of America, LLC, Dental Discount Plan ("DDP") ("HNA"), a Nevada corporation and the Professional Corporation, Individual member or Reimbursement participant ("DDP MEMBER"). Any active DDP MEMBER agrees to participate in the HNA Exclusive Provider Organization that will allow for use of the Dental Discount Fees set forth by HNA.

2. RESPONSIBILITIES OF HEALTH NETWORKS OF AMERICA

1. HNA will establish and manage a provider network whose purpose is to provide professional dental services that has been thoroughly contracted to abide by the Dental Discount Plan.
- I. *Provider Support:* HNA will, to the best of its ability, assist any members in addressing any applicable issues as they pertain to the DDP.
- II. *Hold Harmless:* HNA shall indemnify and hold harmless Provider against any and all claims, litigation, judgments, settlements, penalties, and expenses arising out of, or in connection with the services to be provided by HNA under this Agreement to the extent they are not attributable to the negligence or willful misconduct of Provider.
- III. *HNA Dental Discount Plan Fee Schedule: Member understands this is not an insurance plan.* DDP Members will agree to pay the set discount fees set by HNA at the time of treatment.

3. MEMBERSHIP PLAN

- a. **INDIVIDUAL PLUS CHILDREN:** Enrollee agrees this plan is valid for enrollee. Dependent children up to age 26 are included. An electronic card with enrollee's name and plan type will be available to you for provider's eligibility verification.
- b. **INDIVIDUAL PLUS SPOUSE AND CHILDREN:** Enrollee agrees this plan is valid for all immediate family members. This includes legal dependent(s) and spouse ONLY. An electronic card with enrollee's name and plan type will be available to you for provider's eligibility verification.

4. TERM OF AGREEMENT

1. *Term of Agreement:* This Agreement shall be effective as of the date specified when executed by a duly authorized officer of HNA. The Agreement shall be in effect for one (1) year, and shall be renewed automatically at the end of one (1) year, unless cancellation is requested in writing and sent to HNA headquarters, or through email.

5. MISCELLANEOUS PROVISIONS

- a. *Assignment:* Neither this Agreement nor any rights, privileges, or obligations hereunder, shall be assigned or transferred by Provider, by operation of law or otherwise, without prior written consent of HNA. Any change of ownership interest in Provider shall be deemed an assignment of this Agreement, requiring the prior written consent of HNA. HNA may assign its rights and obligations hereunder.
- b. *Severability:* If any provision of this Agreement shall be declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.
- c. *Notice:* Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified United States mail, return receipt requested, postage prepaid, to the parties set forth immediately following:
- d. *Interpretation:* HNA shall have full charge of the operation and management of this Agreement. HNA maintains discretionary authority to interpret the terms and provisions of this Agreement. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect.
- e. *Governing Law:* This Agreement shall be governed and construed under the laws in the State of Nevada.
- f. *Waiver:* A waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- g. *Headings and Gender:* Headings are solely for convenience and shall not be used in interpreting the text of this Agreement. The masculine gender used throughout this Agreement is for convenience and applies to both masculine and feminine genders, as well as business entities, and shall not be used in interpreting the text of this Agreement.
- h. *Entire Agreement:* The written terms of this Agreement forms the entire Agreement between the parties, and no other representations of any kind, whether written or oral, shall be binding upon the parties.

Renewal Conditions:

By joining a plan, you are authorizing Health Networks of America ("HNA") to bill your credit card or checking account for the plan you have selected. This charge shall renew until you notify Health Networks of America in writing of its cancellation. By purchasing the membership, you indicate you have read the terms and conditions of the plan. This plan will automatically renew at the end of your membership term, and your credit card or bank account will be automatically charged or drafted for the appropriate amount. If you have selected

a monthly draft plan, then your credit card or checking account will be debited for the chosen amount on the date of the initial purchase every month thereafter.

Termination Conditions:

Health Networks of America reserves the right to terminate plan members from its plan for any reason, including non-payment. If Health Networks of America terminates the plan or your membership for a reason other than non-payment, you will receive a pro-rata refund of your membership fees.

Cancellation Conditions:

You have the right to cancel within the first 30 days after receipt of membership materials and receive a full refund, less the processing fee. If for any reason during this time period you are dissatisfied with the plan and wish to cancel and obtain a refund, you must submit a written cancellation request. Health Networks of America will accept cancellation requests at any time and will stop collecting membership fees in a reasonable amount of time, but no later than 30 days after receiving a cancellation notice. Send a cancellation request with your name and member number to Enrollment Services, Health Networks of America, 6127 S. Rainbow Blvd. Ste. 100 Las Vegas, NV 89118 or fax to 702-243-2893. You may also submit cancellation requests by email: enrollment@HNAmerica.com. When you cancel, you will continue to have access to the plan for the remainder of the period for which you have paid; your membership will terminate at the end of that period.

For more assistance you may call 1-877-335-7526 or email us at admin@hnamerica.com

Complaint Procedure:

If you would like to file a complaint regarding your plan membership, you must submit your complaint in writing to: Health Networks of America, 6127 S. Rainbow Blvd. Ste. 100 Las Vegas, NV 89118. You have the right to request an appeal if you are dissatisfied with the complaint resolution. After completing the complaint resolution process, if you remain dissatisfied you may contact your state insurance department or consumer affairs division.