

Diagnosics
D i r e c t

Medical Supplies
Specializing in Gloves

Mike Memo
Account Manager

cell: 330-502-2772
sales@diagnosticsdirectinc.com

117 North Ave Youngstown, OH 44502

www.diagnosticsdirectinc.com

phone: 330-746-4807 800-814-5452
fax: 330-746-3909

DIAGNOSTICS DIRECT, INC

12/26/2017

Dear Dr. Bedich,

Please find enclosed the signed agreement and two extra copies. We appreciate the opportunity to work with you. Thank you for your trust in our ability to supply your members with products and to contract with CPDS. If you need to contact me for any reason, please do so directly on my mobile number, (330)505-2772 or my email of sales@diagnosticsdirectinc.com.

Sincerely,



Mike Memo

President

Diagnos

tics
Direct, Inc.

Medical Supplies

117 NORTH AVE
YOUNGSTOWN, OH
44502

PHONE 330-746-4807 or 800-814-5452
FAX 330-746-3909 or 800-880-7235

Group Discount Program Agreement

This Group Discount Program Agreement (this "Agreement") is made and shall be effective on January 1, 2018 (the "Effective Date"), by and between the Corydon Palmer Dental Society., (hereinafter referred to as "CPDS"), and Diagnostics Direct Inc., an Ohio corporation ("Diagnostics Direct").

The CPDS and Diagnostics Direct agree as follows:

1. Diagnostics Direct Responsibilities.

1.1 CPDS Member Price. Diagnostics Direct will offer any CPDS member or subscriber to special pricing on its Glove Products and other products listed on Diagnostics Direct company website including specified shipping and handling charges, as set forth in Exhibit A (order form) throughout the term of this Agreement. CPDS will receive 20% off discount and an additional 5% of order total will go to CPDS.

1.1.1 Diagnostics Direct will create a customized order form, set forth in Exhibit A, whereby CPDS members can take advantage of this preferred rate.

1.1.2 Diagnostics Direct will accept CPDS members' orders for Glove Products and other products listed on company website via email, fax, phone, or website.

1.2 CPDS Royalty. Diagnostics Direct will pay a royalty to the CPDS in the amount equal to five (5) percent of the paid gross sales generated from CPDS members during the term of the Agreement.

1.2.1 Direct Diagnostics will make royalty payments to CPDS on a quarterly basis, no later than thirty (30) days after the end of each quarter.

1.2.2 Diagnostics Direct's customers may be identified as CPDS members through use of the customized order form attached as Exhibit A or via other means of self-identification by the customer.

1.2.3 Diagnostics Direct will contact any new customer placing an initial order during the term of the Agreement and ask about the customer's membership status with the CPDS. Records documenting these contacts will be available to CPDS upon request.

1.3

1.4 Information for CPDS Communications with Members. Upon CPDS's request, Diagnostics Direct will provide in writing any information or language needed to assist CPDS in preparing communications to its members regarding this Group Discount Arrangement with CPDS.

1.5 Audit. Diagnostics Direct grants the CPDS or its agent the right to enter Diagnostics Direct's premises during regular business hours upon reasonable prior written notice for the sole purpose of examining Diagnostics Direct's records relating to its sales pursuant to this Agreement.

2. CPDS Responsibilities.

2.1 CPDS Website. The CPDS will list Diagnostics Direct on the "Benefits, Services & Discounts" page of the CPDS website and in all other areas where CPDS Group Discount Program Associates are listed.

2.2 Email and mail to CPDS Members. CPDS will provide emails and or mailing addresses of current members to allow Diagnostics Direct to utilize for the duration of the agreement to all of its current members upon the board's approval. These list will only be used for marketing, correspondence and updating information on the availability of the CPDS preferred pricing for Diagnostics Direct's Glove Products and listed products on the Diagnostics Direct's website.

2.3

2.4 Hyperlink of Diagnostics Direct Website. CPDS will have the option to place a hyper-link to the Diagnostics Direct website (www.diagnosticsdirectinc.com) on the CPDS website for the duration of this Agreement.

3. Term and Termination.

3.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force through December 31, 2018. This Agreement may be renewed for a successive twelve (12)-month term upon mutual agreement of the parties. Diagnostics Direct representatives will meet with CPDS Executive Committee every two years to review agreement.

3.2 Termination. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party.

3.3 Termination for Breach. Either party has the right to terminate this Agreement upon written notice to the other party in the event that the other party commits a material breach of this Agreement which breach has not been cured or corrected within thirty (30) days following written notice thereof given by the non-breaching party. Neither Diagnostics Direct nor CPDS will be liable to the other for any indirect, special, punitive or consequential damages (including, without limitation, lost profits or lost data) arising out of this agreement.

3.4 Effect of Termination. Upon and after the termination or expiration of this Agreement for any reason (the "Termination Date"): (i) neither party shall have the right to display the other party's name or logo on its website or in its promotional materials, and (ii) all payments that have accrued prior to the Termination Date will be payable in full within thirty (30) days thereof.

4. General Provisions.

4.1 Press Releases and Communications Regarding Group Discount Arrangement. Either party may issue an initial press release or similar communication announcing this Group Discount Arrangement upon execution of this Agreement. The party writing the press release will provide the other party with a draft copy of the press release for review and approval. The party reviewing the release will employ its best efforts to provide the submitting party with timely feedback on the release, and approval will not be unreasonably withheld. Once language describing the Group Discount Partnership has been approved by Diagnostics Direct and CPDS, either party may use this language in future communications to the public or to its members/customers without re-submitting said language to the other party for approval. However, if the party wishes to use

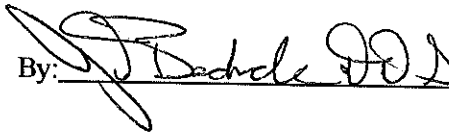
different or additional language to describe the Group Discount Partnership, it must submit that new language to the other party for review and approval.

- 4.2 Logos. Upon request and approval, either party may use the logo of the other party in conjunction with this promotion, and for so long as it endures, in the same manner as they employ the logos of their other business partners.
- 4.3 Entire Agreement/No Modification/Counterparts. This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth in this Agreement and supersedes all previous written or oral agreements and representations. This Agreement may be modified only in a writing that expressly references this Agreement and is executed by both of the parties to this Agreement. This Agreement may be executed in several counterparts (any of which may be via facsimile signature), all of which taken together will constitute one single agreement between the parties.
- 4.4 Binding Intent/Assignment. The provisions of this Agreement will be binding upon and inure the benefit of the successors and assignees of the parties. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other party's prior written consent, except that either party may assign this Agreement in its entirety in the event of a merger, corporate reorganization or a sale of all or substantially all of the assets of the assigning party without obtaining the other party's consent.
- 4.5 Severability. If any provision in this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect provided the original intent of the parties can be fulfilled.
- 4.6 Governing Law. The Agreement is made and executed in Youngstown, OH and shall be construed in accordance with Ohio law.
- 4.7 Independent Entities. The parties have entered into this Agreement solely as independent entities. Nothing in this Agreement will be construed as creating an agency relationship, ownership, joint venture, or any similar relationship between the parties. Both parties agree that they will have no right or authority at any time to make any representation or commitment on behalf of the other party, except as expressly authorized by the other party in writing.
- 4.8 Mutual Indemnity. Each party shall defend, indemnify and hold harmless the other from and against damages, liability and costs (including reasonable attorneys' fees) directly caused by the negligent actions or willful misconduct of the indemnifying party, its employees or agents in connection with this Agreement. However, neither party shall be responsible for any damages or liability resulting, in whole or in part, from the negligence or willful misconduct of the other.
- 4.9 Notices. Any notices required to be given hereunder by either party may be effected by (a) personal delivery thereof, (b) U.S. certified or registered mail, postage prepaid, (c) recognized overnight commercial carrier, or (d) facsimile. Notices will be sent to the parties at the addresses appearing beneath their signatures hereafter or to such other place as the respective parties may designate in writing. Royalty payments and quarterly reports submitted to the CPDS will be sent to the attention of Finance, with an electronic copy to be sent to CPDS Member Services. All other notices submitted to the CPDS will be sent to the attention of CPDS General Counsel.

Group Discount Program Agreement

Corydon Palmer Dental Society

Diagnostics Direct Inc.

By:  Bedich DDS

By: Michael Memo

Name: Joseph D. Bedich DDS

Name: Michael Memo

Title: President 2017 Corydon Palmer
Dental Society

Title: Pres.

Date: 12/20/17

Date: 12/26/17

Address: 481 South High Street
Cortland, Ohio 44410

Address: 117 North Avp.
Youngstown, OH 44502

Fax: 330 637-8958

Fax: 330 746 3909

Phone: 330 637-7971

Phone: 330 746 4807

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Group Discount Program Agreement

Corydon Palmer Dental Society

Diagnostics Direct Inc.

By: 

By: Michael Memo

Name: Joseph D Bedich DDS

Name: Michael Memo

Title: President 2017 Corydon Palmer
Dental Society

Title: Pres.

Date: 12/20/17

Date: 12/26/17

Address: 481 South High Street
Cortland, Ohio 44410

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