

Northeast Veterinary Network, LLC

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Participation Agreement for Members

Northeast Veterinary Network, LLC has established for Pet Owners a quality veterinary benefit program with reduced rates. (The term "Member", as hereinafter used in this Agreement, shall include the pet owner at enrolled household. Each member has entered into an Agreement with the plan to receive the benefits conferred by membership in the plan.

THIS AGREEMENT is made and entered into by and between the undersigned member, (hereinafter referred to as the "Member"), and Northeast Veterinary Network, LLC, (hereinafter referred to as "NVN"), a New York Limited Liability Company, incorporated under the laws of the State of New York and duly authorized to do business in the State of New York.

1. PURPOSE OF AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which members have access to reduced network rates for veterinary services provided by participating NVN veterinarians as shown on NVN's web site.

2. SCHEDULE OF RATES AND PROCEDURES

NVN's schedule of veterinary rates and procedures, as posted on NVN website, is subject to modification from time to time. The "Regional Fee" is representative of the usual and customary fee (UCR) charged by private practice veterinarians in the New York City Metro Area contacted by NVN. Regional fees may be expressed as average fees or a range of fees. "Network" fees are the fees actually paid by NVN members, subject to rate schedule footnotes regarding fee variation and fee ranges. NVN participating veterinarians agree to offer MEMBERS the lower of the NVN network fee or the veterinarian's usual fee for services rendered.

3. PARTICIPATING PROVIDERS

NVN's objective is to offer MEMBERS access to quality veterinary care at reduced member rates, at all times. If additional providers are posted on NVN website, NVN members will also have access to pet products and services at reduced member rates.

To locate a Provider, Members can view the list of Veterinarians and other providers, if applicable, posted on the NVN website or contact NVN by phone. The Member is welcome to nominate any veterinarian licensed in NY State, or other state(s) in which

NVN may be lawfully operating, and NVN will be glad to contact that veterinarian regarding possible appointment as a NVN participating veterinarian.

NVN is not, in any way, involved in the practice of Veterinary Medicine or the operation of Participating Veterinary offices. NVN cannot be held responsible for any problems or issues that may arise between our members and participating veterinarians, or members of the veterinarian's staff, or other providers. Our role is limited to the enrollment of providers of pet products and services, and duly licensed veterinarians in the State of New York, and to post and support data shown in our detailed schedules of Professional Rates and Procedures for the benefit of our members and the mutual reference of our members and participating veterinarians.

5. ENROLLMENT, MEMBERSHIP and PAYMENT

Enrollment for all members will be done via NVN website. During the first SIX MONTHS of membership, there will be a flat membership fee of \$18. to include an unlimited number of household pets during the six month trial period. The member has immediate access to all participating veterinarians and all veterinary services, including exams, vaccinations, treatment of emergencies, spay, neuter, dental care, and all medical conditions. All reduced veterinary fees and services are listed on NVN web site.

If the member is not satisfied with NVN during first 90 days of membership, NVN will, upon member request, refund trial membership payment of \$18. minus a combined service and enrollment fee of \$10., with net refund of \$8.00.

At the end of SIX MONTH trial membership period, a member may continue membership at regular semi-annual rates posted on NVN website.

All NVN membership fees will be paid by PayPal or similar automated payment processor, by mutual consent of NVN and all members. Per paragraph (6) below, all fees and commissions paid by NVN to members or others entitled to NVN fees and commissions will be paid by PayPal.

6. MEMBER ENROLLMENT FEE, COMMISSIONS, and PayPal.

In paragraph (5) above, by enrollment fee we refer to the amount of \$5.00 which is a portion of membership fee that may be paid by NVN to an individual or entity, properly enrolled per NVN guidelines, for referral of a new NVN member who enrolls at NVN web site and pays membership fee for initial period. In addition to this enrollment fee, NVN will also pay to referring individual or entity, properly enrolled per NVN guidelines, a commission of 20% based upon membership fees received by NVN for each new member referred. Commissions will remain payable as long as both the (referred member) and the (referring member) maintain membership in NVN.

NVN will pay enrollment fee and/or 20% commission to a variety of individuals and entities including, but not limited to: NVN members, Pet rescue organizations, Providers of Pet services, including Groomers, Boarding Facilities, Trainers, and vendors of Pet

supplies, Veterinary clinics, including all eligible employees, owners and professional staff members, and agents and brokers.

Important Note: we make enrollment fees and commissions available to NVN veterinarians, among others, as additional compensation for offering reduced veterinary fees. Should there be a question about conflict of interest, it should be noted that once enrolled, an NVN member may freely choose to use the services of ANY participating NVN veterinarian.

7. VERIFICATION of MEMBER Enrollment:

To be eligible for network Member reduced rates, the Member shall be required to show the provider or veterinarian his/her membership card (sent by email to all members) or other proof of membership. The Provider shall have the right to verify the MEMBER's status in the Network before offering reduced NVN fees. Verification can be done at the NVN website or by phone or email with NVN.

8. INDEPENDENT ORGANIZATION:

NVN is an independent organization that does not practice veterinary medicine. All professional and financial arrangements for veterinary services are between MEMBER, acting as an individual and NVN participating veterinarian, acting as an independent professional.

NVN does not become involved, beyond posting the schedule of veterinary rates and procedures published on the NVN website, with professional services, or payment for same. NVN participating veterinarians agree to offer MEMBERS the lower of the network fee posted on NVN web site, or the veterinarian's usual fee for services rendered.

NVN shall endeavor to manage and update the list of Network Veterinary and other Providers. A list of Providers will be posted on the NVN website and members may request updates or clarification of the provider list at any time by phone or email.

It is understood and agreed that this Agreement shall not be interpreted as creating any partnership or joint venture relationship by, between or among NVN, the Providers, the Members or personnel providing Veterinary Services on behalf of Providers.

9. REDUCED RATES for veterinary services provided pursuant to this agreement do not constitute any form of veterinary or health insurance, and NVN is not regulated by any governmental insurance department or insurance agency. It is understood and agreed that this agreement shall not be interpreted as creating any insurance relationship by, between or among the NVN, the Providers, the Members, or personnel providing veterinary Services on behalf of the Providers.

10. The VETERINARY SERVICE PROVIDERS and all other providers posted on NVN web site shall be solely responsible for billing and collecting payment from the MEMBERS in connection with all products and services including all and Veterinary

Services. NVN shall not have any role whatsoever in underwriting, collecting charges, adjusting, or settling claims among MEMBERS or the Providers in connection with Veterinary Services.

11. HOLD HARMLESS: MEMBER will indemnify and hold NVN harmless for any legal action, injury and/or loss, real or perceived arising out of his/her membership in NVN, including but not limited to the professional services received from NVN participating veterinarians.

12. MEMBER HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE NVN and all branches thereof, its directors, officers, employees, and agents from all liability to MEMBER, his/her personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefor on account of injury to the person or property or resulting in death of MEMBER, whether caused by the negligence of NVN or otherwise while MEMBER is receiving professional services or care from any VETERINARIAN affiliated with NVN.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, INDEMNITY, and HOLD HARMLESS AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

13. COMMUNICATION: MEMBER authorizes NVN to communicate periodically with MEMBER via fax, phone, U.S. mail, e-mail or other conventional communication means to perform NVN administrative functions and to notify member of changes, options or promotional information related strictly to NVN. Member authorizes NVN to communicate with participating veterinarian office regarding membership status verification. NVN never collects or distributes confidential member information for any reason.

14. ASSIGNMENT: This AGREEMENT is intended to provide reduced rate veterinary services to the MEMBER, and cannot be assigned or transferred by MEMBER to anyone.

15. WAIVER: A waiver of any breach of this AGREEMENT or of any of the terms or conditions by either party shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions. No waiver shall be valid or binding unless it is in writing and signed by the parties.

16. NOTICES: All written notices shall be deemed to have been made at the time of posting and shall be sent to the following addresses set forth below.

17. ENTIRE CONTRACT: This AGREEMENT embodies the entire understanding of the parties and may be amended only in writing.

18. SEVERABILITY AND CHOICE OF LAW: If any one or more of the provisions of

this AGREEMENT should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The laws of the State of New York shall govern this AGREEMENT.

19. ELECTRONIC SIGNATURE: MEMBER indicates his/her agreement with terms and conditions of this document by electronic (I Agree) confirmation statement attached hereunto. Electronic Signature Agreement confirms that by signing any agreement on this site, he/she is signing the Agreement electronically. MEMBER agrees his/her electronic signature is the legal equivalent of his/her manual signature on the Agreement. By signing the agreement, MEMBER consents to be legally bound by the Agreement's terms and conditions.