

Membership Agreement

This Agreement is made as of August _____, 2018, by and between 24 C.E.D.O., Inc., a Florida for profit corporation (hereinafter the "Company"), and _____ (hereinafter "MEMBER").

RECITALS

WHEREAS, MEMBER is a Florida [-], who provides medical services to patients in the State of Florida and agrees to become a MEMBER of the Company in order for its patients to receive emergency dental services in the State of Florida;

WHEREAS, The Company is a Florida for profit corporation organized pursuant to the laws of the State of Florida that provides a modern support internet application that connects clients to its network of independent dentist partners and for a flat monthly fee grants its members the right of having a certified Dentist in the State of Florida provide dental emergency services at the members' specific location;

WHEREAS, the Company is not in the business of owning or operating a dental practice, a dental insurance company or a dental referral service. However, the Company employs, as independent contractors, dental professionals duly licensed in the state of Florida to provide emergency dental services to its members;

WHEREAS, MEMBER desires to enter into a business relationship with the Company in order for its patients to receive dental emergency services as set forth herein.

NOW, THEREFORE in consideration of the mutual agreements, covenants, terms and conditions contained herein, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto, intending to become legally bound, hereby agree as follows:

TERMS AND CONDITIONS

- 1.1 **Engagement.** MEMBER enters into this Agreement with the Company and the Company shall render emergency dental services to MEMBER in accordance with Schedule 1.1. Member agrees to provide the Company a detailed list of all of its clients every 15th day of the month starting in September 2018, until the termination of this Agreement. Under no circumstances shall MEMBER look to the Company as his employer, or as a partner, agent or principal.
- 1.2 **Membership Fee.** In consideration of the-provision of dental emergency services pursuant to this Agreement, MEMBER shall pay the Company a membership fee of _____ for delivering the services set forth in Schedule 1.1. The Services shall be rendered by duly licensed dental professionals in the State of Florida and

not by the Company. This Membership Fee was bargained for at arms-length and is to be considered at fair market value.

- 1.3 **Business Arrangement.** Member shall be registered at the location specified in the Services Questionnaire, attached hereto as Schedule 1.3. Member shall provide access to the Company's Dental partner and dental assistant in order for the emergency dental services to be rendered in accordance with the Company's policies and procedures attached hereto as Schedule 1.1.
- 1.4 **Services Not in Violation of the Law.** The services under this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any State or Federal law. Services are not offered, or are not provided in exchange for favorable consideration in obtaining or maintaining the business of the Company outside of this Membership Agreement in violation of §456.016(1), Florida Statute, §465.023(1)(c), Florida Statute, any other Florida Statute, Administrative Code, or Federal law.
- 1.5 **Non-Discrimination.** In providing services under this Agreement, the parties will not discriminate on the basis of race, color, sex, age, religion, national origin, handicap or payment source.
- 1.6 **Non-Disclosure.** Unless otherwise required by law, MEMBER shall not, without obtaining the prior written consent of the Company, disclose information relating to the business methods, business policies, procedures, techniques, or trade secrets, or other knowledge or processes of or developed by the Company or its affiliates, or any other confidential information relating to or dealing with the past, current or future business operations, activities or affairs of the Company or its affiliates ("Confidential Information") to persons other than appropriate executives or personnel of the Company.
- 1.7 **No Violation.** The Company warrants that the performance of the Services under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards in the industry. The Company shall comply with all applicable laws, rules, and regulations in the course of delivering the Services. MEMBER warrants that the transaction contemplated herein is not being offered or to be provided in exchange for favorable consideration in obtaining or maintaining the business of the Company in any other transaction not contemplated by this Agreement.
- 1.8 **Confidentiality.** MEMBER acknowledges that in connection with the business arrangement with the Company, MEMBER may acquire and make use of confidential information and trade secrets (the "Confidential Information") of the Company including internal memoranda, reports, patient lists, software and other materials or records of a

proprietary nature. In order to protect the Confidential Information, MEMBER agrees that it shall not, during the Term and for so long as any such Confidential Information may remain confidential, secret or otherwise wholly or partially protectable, use such information except in connection with his employment by the Company or divulge the Confidential Information to any third party, unless the Company consents in writing to such use or divulgence or MEMBER is under a legal duty to make such use or divulgence and MEMBER informs the Company of such duty.

- 1.9 **Intellectual Property.** All records, business plans, financial statements, member, subscriber and provider lists, manuals, memoranda, lists, research and development plans, Intellectual Property (as defined below) and other property delivered to or compiled by MEMBER that pertain to the business of any member of the Company shall be and remain the property of the Company and be subject at all times to its discretion and control. For the purpose of this Agreement, “***Intellectual Property***” shall mean patents, copyrights, trademarks, trade dress, trade secrets, other such rights, and any applications.
- 1.10 **Term.** The Initial Term of this Agreement shall be commenced as of the Effective Date and continue in full force and effect for one (1) year (three-hundred and sixty-five (365) days), unless terminated earlier in accordance with Section 1.12 hereof. Unless terminated upon ninety (90) days written notice prior to the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year (three-hundred and sixty-five (365) days) Renewal Terms.
- 1.11 **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual, written and signed consent of the Parties. Termination shall be effective on the termination date identified in the written consent, which shall be no sooner than the expiration of ninety (90) days following the date of the signed mutual written consent. “Termination Date” means the date this Agreement terminates. Termination upon Mutual Consent shall occur.
- 1.12 **Termination Without Cause.** Notwithstanding the above, either party may terminate this Agreement without cause upon at least ninety (90) days prior written notice.
- 1.13 **Amendment.** No amendment, revocation, change or modification of this Agreement shall be valid unless it is in writing and signed by the Parties. There shall be no waiver to this provision by any action of the parties or the failure to take such action under this Agreement.

- 1.14 **No Inducement to Refer.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and Federal and state self-referral laws and regulations. Each of the parties expressly represents, warrants and covenants that no payment shall be made at any time, directly or indirectly, by either party to any physician or other person or entity as an inducement or remuneration for the referral of a patient and neither party shall take any action in violation of any State, Federal, or local laws, rules or regulations, including, without limitation to 42 U.S.C. 1395u(b)(6) (prohibition against assignment of Medicare payments); 42 U.S.C. 1395nn (prohibition against certain referrals); 42 U.S.C. 1396a(32) (prohibition against assignment of Medicaid payments); 42 U.S.C. 1396h(a) (making false statements or representations in application of Medicaid payments); 42 U.S.C. 1396h(d) (illegal patient admittance and retention practices); 42 U.S.C. 1320a-7b(a) (making or causing to be made false statements or representations; §456.053 et seq., Florida Statutes (the Florida Patient Self-Referral Act of 1992); §458.331(1)(i), Florida Statutes (medical practice act split-fee position); and §456.052, Florida Statutes (disclosure of financial interest by practitioners), as any of the foregoing may be amended from time to time. The foregoing covenants constitute a material inducement for each party to enter into this Agreement. Notwithstanding any unanticipated effect of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.
- 1.15 **Entire Agreement.** This Agreement contains a complete statement of all the terms agreed upon by the Parties and supersedes any previous agreements and understandings (whether written or oral) between the Parties. All exhibits and schedules attached to this Agreement are deemed part of this Agreement.
- 1.16 **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Florida, provided, however, that the conflict of laws principles of the State of Florida shall not be construed to apply the laws of another state.
- 1.17 **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when (a) delivered personally; (b) deposited in the United States mail, postage prepaid; (c) sent registered or certified mail, return requested; or (d) sent via a nationally recognized overnight courier or delivery service to the Parties at the addresses below.

[-]

24 C.E.D.O., Inc.
Att: Rodolfo Yafar
20725 NE 16th Avenue
Suite A-12
Miami, Florida 33179
Email: info@24cedo.com

With a copy to:
Juan C. Santos, Esquire, LL.M.
Chapman Law Group
1001 Brickell Bay Drive, Suite 1716
Miami, Florida 33131
Fax: (248) 644-6324
Email: JSantos@chapmanlawgroup.com

- 1.18 **Severability**. If a court decides a provision of this Agreement is invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 1.19 **Dispute Resolution. Definition of Dispute**. Any controversy or claim, whether based on contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement (the "Dispute"), shall be resolved solely in accordance with the terms of this Section; provided, however, for purposes of this Agreement the term "Dispute" shall not include: (i) claims of Physician for compensation, and (ii) claims of the Company for injunctive and other equitable relief for breach by Physician of Physician's covenants regarding soliciting patients or employees of the Company and/or the unauthorized taking, use and/or disclosure of trade secrets or Confidential Information, as to which the Company may seek and obtain relief from a court of competent jurisdiction.
- 1.19.1 **Mediation**. If the Dispute cannot be settled by good faith negotiation between the parties, the parties shall submit the Dispute to nonbinding mediation. If complete Agreement cannot be reached within thirty calendar (30) days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with the provisions of Sections 19.5.3 and 19.5.4 hereof. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 15, not state law, will govern the arbitrability of all Disputes. Each party will bear its own attorney's fees associated with the mediation.
- 1.19.2 **Arbitration**. A single arbitrator who is knowledgeable of the Company's type of business or in commercial matters will conduct the arbitration. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The arbitrator will not have authority to limit, expand or otherwise modify the terms of this Agreement. The prevailing party shall be

entitled to receive its attorneys' fees, costs and expenses associated with the arbitration.

1.19.3 **Rules of Conduct for Mediation and Arbitration.** The mediation and, if necessary, the arbitration will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm selected by the parties, or if the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration under the then current rules and supervision of the American Health Lawyers Association Dispute Resolution Service. The parties and their representatives shall hold the existence, content and result of the mediation and arbitration in confidence.

1.19.4 **Limit on Discovery and Punitive Damages.** The mediator shall not consider, and the arbitrator shall not be empowered to award punitive damages. There shall be no discovery during the mediation process. If an arbitration is necessary, no discovery shall be conducted except by Agreement of the parties or after approval by the arbitrator, who shall attempt to minimize the burden of discovery.

1.20 **Waiver.** No failure by a Party to insist upon the strict performance of any term or condition of this Agreement shall constitute a waiver of any breach of such term or condition on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

1.21 **Construction.** The headings set forth in this Agreement are for convenience only and shall have no bearing whatsoever on the interpretation of this Agreement. Whenever the terms or context of this Agreement require or provide, the gender of all words herein will include the masculine, feminine, and neuter, and the number of words herein will include the singular and plural.

1.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The signature of any party to this Agreement may be delivered by fax or other electronic transmission, and such a delivery of the signature of any party shall have the same force and effect as the delivery of the original signature of such party.

1.23 **No Assignment; Binding Effect.** Neither this Agreement nor any right, interest, or obligation hereunder may be assigned (by operation of law or otherwise) by any party without the prior written consent of the other party and any attempt to do so will be void.

IN WITNESS WHEREOF, the Parties hereby execute and deliver this Agreement on the last date written below.

24 C.E.D.O., INC.

“MEMBER”

/s/ _____

/s/ _____

Print Name: Rodolfo Yafar _____

Name: [-]

Title: Chief Executive Officer

Date: _____

Date: _____

SCHEDULE 1.1

- See attachment hereto.

SCHEDULE 1.3

- See attachment hereto.

**SCHEDULE 1.1 OF
MEMBERSHIP AGREEMENT
POLICIES AND PROCEDURES
BETWEEN 24 CEDO, INC.
AND
[-]**

Section 1

Section 1.A

“Role of 24Cedo”

24Cedo clarifies that it is solely an application & web-based service that connects clients to our network of independent dentist partners. In no way is 24Cedo a type of insurance or a dental practice of any kind. Further information on 24Cedo’s limitations of liability & remedies are described in the disclaimer, under the section heading “Limitation of Liability and Remedies”.

Section 1.B

“Dentist Partner & Dental Assistant”

Section 1.B.I

“Dentist Partner”

The Dentist Partner is considered as an independent contractor for 24Cedo, as described in **Section 1.C**, and as such is not considered as an employee of 24Cedo. All Dentist Partners are authorized to act at their discretion when conducting Emergency Dental services as described in **section 2.A**, with regards to Intraoral Urgencies listed in **Section 2.D**.

Section 1.B.II

“Dental Assistant”

The Dental Assistant is, like the Dentist Partner, an independent contractor as described in **Section 1.C**, and not a 24Cedo employee. When necessary, they will accompany the Dentist Partner to the facilities to assist in the Dental Services described in **Section 2.A**.

Section 1.C

“Relationship between App, Dentist Partner, & Client”

24Cedo is described as an app service, and is in no way a dental office of any kind. The Dentist Partner is described as an independent contractor, and the client is described as the recipient of services through 24Cedo with its Dentist Partners.

Section 1.C.I

“24Cedo App.”

24Cedo’s app is the platform through which a client may gain access to a network of Dentist Partners, with which they may schedule emergency dental services. This app is in no way considered as a Dental Office, Dental Insurance, or a Dental Referral Service.

Section 1.C.II

“Dentist Partners relationship with 24Cedo & the App”

The Dentist Partner, which will be registered to the app, as described in **Section 2.C.I**, is an independent contractor that is contracted to operate the 24Cedo Emergency Dental Service. This Dentist Partner will answer requests through the application, where they will then be transported from wherever they may be at the time of answering, to the destination input into the app by the client.

Section 1.C.III

“Client relationship with the 24Cedo App”

The client, having read through the disclaimer and having properly filed their information through the app or in contract, may use the app or phone to contact 24Cedo for the purpose of making use of 24Cedo Emergency Dental Services through our network of Dentist Partners.

Section 2

“Dental Services, Procedures, & Authorizations”

Section 2.A

“Dental Services”

The Dental services provided by the Dentist Partner, and the Dental Assistant (When applicable), cover any and all Intraoral Urgencies described in Section 2.D. Any and all services rendered are conducted at the discretion of the Dentist Partner and Dental Assistant (When applicable), with equipment available to them at time of visit.

Section 2.B

“24Cedo & Client Relationship for Emergency Dental Service procedures”

The client facility will be registered at the address location specified by the client in the “Services Questionnaire” attached in the Membership Agreement as Schedule 1.3.

Per authorization 2.C.I, when applicable, the 24Cedo Transport vehicle must be authorized to enter through the facilities main guard gate. The address location, in particular its main front door, will be where the Dentist Partner, with Dental Assistant (When applicable), will be taken to, by the 24Cedo transport. The client facility must have adequate parking for the 24Cedo Transport vehicle but does not require a specified space for parking. A representative of the facility, with proper identification, must be present at the main entrance of the facility, upon arrival of the 24Cedo transport vehicle. Upon arrival, the 24Cedo Dentist Partner, with Dental Assistant (When applicable), must identify themselves to the facility representative as being a Dentist Partner, with Dental Assistant (When applicable), with 24Cedo, and likewise the facility representative must identify themselves as a representative of the facility.

Please reference Section 3.A for if no representative is present at the facility entrance. Once the Facility Representative and the Dentist Partner, with Dental Assistant (When applicable), have identified themselves to each other, the Dentist Partner, with Dental Assistant (When applicable), must ask for permission to enter the facility.

Per authorization 2.C.II, once consent is provided by the facility representative, the Dentist Partner, with Dental Assistant (When applicable), may enter into the facility, under guidance and supervision of the facility representative. Upon reaching the threshold of the patient &/or residence private or shared room, per authorization 2.C.III, the Dentist Partner, and Dental Assistant (When applicable), must be announced by the facility representative, before entering into the private or shared room. Upon entrance to patient's room, the Dentist Partner, with Dental Assistant (When applicable), is to introduce themselves to the patient/resident, before the service is to be provided.

Per section 3.D, all patients or residents must have an informed consent form for emergency dental services signed at initiation of services. If the patient or resident has been registered as incompetent or unable to sign, per section 3.C, no consent form is necessary.

Per section 3.B., the Dentist Partner, and Dental Assistant (When applicable), reserve the right to terminate treatment if they feel unsafe at any time, at which point 24Cedo must be notified. Upon completion of services, the Dentist Partner, and Dental Assistant (When applicable), will create a detailed accounting of services provided, to be given to the facility representative. Once documentation has been provided, services are considered as completed, at which point the Dentist Partner, and Dental Assistant (When applicable), will be escorted by the facility representative out of the facility, and back to the 24Cedo Transport vehicle.

Section 2.C

“Dental Service Authorizations”

Client authorizes the Dentist Partner, and Dental Assistant (When applicable, and as described in Section 1.B.I, and Section 1.B.II), the privileges described in Section 2.C.I through 2.C.IV.

Section 2.C.I

“Authorization for Vehicle to enter facility”

Section 2.C.I authorizes all 24Cedo transport vehicles to enter facilities where there are gates present. This authorization requires that the facility add the 24Cedo Vehicle to a pass list, so that they may expedite the process of emergency dental services. A “pass list” is any documentation for allowing emergency & government vehicles immediate entry into a facility without need for sign in. This authorization can be disregarded by any facility that does not have a front gate of any kind.

Section 2.C.II

“Authorization for Facility Entrance”

Section 2.C.II authorizes the 24Cedo Dentist Partner & Dental Assistant (When applicable) to enter into the facility through the front entrance, with the verbal acceptance of the facility representative. This authorization allows for the Dentist Partner, with the Dental Assistant (When Applicable) to enter the facility without legal ramifications. This authorization comes in the form of a verbal consent for entrance by the facility representative, when the Dentist Partner, and Dental Assistant when applicable, asks for permission to enter.

Section 2.C.III

“Authorization for entrance into patient/Resident private or shared room”

Section 2.C.III authorizes the 24Cedo Dentist Partner, and Dental Assistant (When applicable), to enter into the private or shared room of a resident or patient for the purpose of the emergency dental services, described in [Section 2.A](#), that have been requested either by the patient or on behalf of the patient by the legal guardian, executor, or otherwise.

Section 2.C.IV

“Authorization to conduct Dental Services”

Section 2.C.IV authorizes the 24Cedo Dentist Partner, and Dental Assistant (When Applicable), to conduct the emergency services for intraoral urgencies described in [Section 2.D](#). This authorization comes with required consent from the patient, per [Section 3.D](#), or pre-existing consent described in [Section 3.C](#).

Section 2.D

“Intraoral Urgencies covered by 24 Cedo”

24 Cedo defines intraoral urgencies for emergency Dental services as the following:

| | |
|---|--|
| Odontogenic pain | Periodontal Abscess |
| Hypersensitivity of dentin or cementum | Necrotizing Ulcerative Gingivitis or Periodontitis |
| Pulpal Hyperemia | Herpes Simplex Infection |
| Acute pulpitis | Aphthous Ulcers |
| Acute Suppurative Pulpitis | Burns |
| Coronal Fracture (‘fractured/cracked tooth syndrome’) | Postoperative Emergencies |
| Non-Vital pulp with periapical inflammation | Odontogenic Infections |
| Acute Periapical Disease (alveolar abscess) | Maxillofacial Trauma |
| Maxillary Sinusitis with referred pain to teeth | Dentoalveolar Trauma |
| Dental Pain of other origin | Acute Condylar Dislocation |
| | Acute Myofascial Pain |

Section 3.A.

“No Show’s”

If no facility representative is present at the main entrance, the Dentist Partner will contact 24Cedo, who will in turn contact the client to verify address and presence of representative. The Dentist Partner will wait a maximum of 15 minutes, there after it is at the discretion of the Dentist Partner if they will terminate the visit or continue waiting for an additional 5 minutes. After the additional five minutes, 24Cedo will terminate the visit.

Section 3.B.

“Unsafe environment”

If at any point during the Dentist Partners Visit, with the Dental Assistant (When applicable), the Dentist Partner and the Dental Assistant (When applicable) reserve the right to terminate the visit if they feel the environment is unsafe, or otherwise feel that the visit may be highly problematic. At such point, 24Cedo must be notified immediately.

Section 3.C.

“Incompetence or unable to sign”

There may be instances where the recipient of 24Cedo services is not legally able sign a Dental Service Consent form. In such instances, prior to service beginning for the facility, it will be the facilities responsibility to acquire for and provide to 24Cedo, Emergency Dental Service consent forms for each patient and/or resident covered in the Service Contract.

IN WITNESS WHEREOF, Member agrees to abide by the Company’s Policies and Procedures set forth above.

Acknowledge And

Agreed By:

MEMBER

/s/ _____

Name: [-]

Date: _____