

**MEMBER VOLUME AGREEMENT TIER 3**

Date: \_\_\_\_\_

The Procter & Gamble Distributing LLC (“P&G”) agrees to offer volume discount prices on cases of P&G product that are ordered by \_\_\_\_\_ (“Dental Group”).

Dental Group hereby agrees to purchase a minimum of \$50,000 of P&G products during the twelve (12) month period beginning on the date this Agreement is signed (the Effective Date) and ending 12 months after the Effective Date (the “Term”). This agreement, unless otherwise specified, will automatically renew. Any Dental Group office added or deleted during the Term will have its products purchased during the remaining months of the Term count toward the Dental Group’s total minimum purchase volume for the Term. In the event that Dental Group fails to purchase \$50,000 worth of P&G products during the Term, Dental Group will not be eligible to receive the volume discount in the subsequent 12 month period. P&G reserves the right to discontinue the volume discount prices at any time. Product pricing and availability is subject to change without notice.

P&G reserves the right to limit quantities ordered to the amount reasonably necessary for distribution to your patients and/or clients. The products ordered, other than Crest Whitestrips and Oral-B Premium Power Brushes (Oral-B Professional Care Smart Series, Sonic Complete and Pulsonic), are not intended for re-sale. By purchasing products other than Crest Whitestrips and Oral-B Premium Power Brushes, you agree that you will only provide these products as free samples to your patients and/or clients or for in-office use.

Crest Whitestrips and Oral-B Premium Power Toothbrushes are intended only for direct distribution by dentists to their patients, who will be the ultimate users of these products. By purchasing Crest Professional Whitestrips and/or Oral-B Premium Power Toothbrushes, you agree that you will only sell Crest Whitestrips and Oral-B Premium Power Brushes to patients under your care, and not to any other non-patient or third party, including but not limited to retail outlets or on the Internet for further re-sale. You agree to advise us at 1-800-543-2577 of any attempts to purchase Crest Whitestrips or Oral-B Premium Power Toothbrushes for further re-sale. You also agree to notify P&G if you are involved with or are aware of another party selling P&G products purchased with a professional or volume discount on the Internet or outside of these terms and conditions.

Dental Group must complete subsequent pages of this agreement, providing P&G with a complete list of Ship To and Bill To locations. Should any of this information change, it is the responsibility of the Dental Group to notify P&G promptly in writing. Please direct all changes to **pgdentalgroups.im@pg.com**.

Please indicate your agreement to the above terms by signing below. This agreement will become effective on the date indicated above. Please fax back to: 800-201-1840.

For: \_\_\_\_\_  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

For: The Procter & Gamble Distributing LLC.  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please list all office locations where product may be shipped, along with billing locations:

Shipping Address

Billing Address

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