

To enroll in the LVI Smile Branding Campaign, please provide the information requested below:

Name: _____
 Practice Name: _____
 Street Address: _____
 City: _____
 State _____ Country: _____ Zip: _____
 Phone: _____ Fax: _____
 E-mail: _____ Website: _____

INITIAL ENROLLEE: I would like to enroll in the LVI Smile Branding Campaign. I, the undersigned, agree to pay LVI \$9,900 in 12 equal monthly installments of \$825 each, to participate in the LVI Smile Branding Campaign. I understand that, if I would like to pay the entire enrollment fee in advance, LVI will offer me a discounted enrollment fee of \$9,000.

Upon signing and returning this registration form, I will have knowingly agreed to become a participant in the LVI Smile Branding Campaign that commenced on the April 1 next preceding the date of my enrollment. I understand that each LVI Smile Branding Campaign runs for twelve (12) months, from April 1 of each year to the following March 31. I further understand that (i) the initial term of my enrollment in the LVI Smile Branding Campaign will last for twelve (12) months (the "Initial Contract Year"), (ii) my participation may straddle more than one annual campaign, and (iii) my enrollment shall be effective as of the first day of the second month commencing after LVI receives my enrollment form, unless LVI receives my enrollment form not later than 15th day of a month, in which event my enrollment shall be effective as of the first day of the first month commencing after LVI receives my enrollment form. I understand that LVI will send me written confirmation of the effective date of my enrollment, which is hereinafter called the "Effective Date."

Initial Enrollee Check one of the following:

- Enclosed is my check for \$9,000 payable to b2d Marketing, LLC.
- Please charge a one-time fee of \$9,000 to the credit card listed below.
- Please charge \$825 per month for the next 12 months to the credit card listed below.

RENEWAL ENROLLEE: I agree to pay LVI \$6,600, in 12 equal monthly installments of \$550 each, for each automatic renewal of my participation in the LVI Smile Branding Campaign. I understand that, if I would like to pay the entire annual renewal fee for any Contract Year in advance, LVI will offer me a discounted annual renewal fee of \$6,000.

Renewal Check one of the following:

- Upon each anniversary of the Effective Date, please charge a one-time fee of \$6,000 to the credit card listed below.
- During each 12-month automatic renewal of my participation in the LVI Smile Branding Campaign, please charge \$550.00 per month to the credit card listed below.

I acknowledge and agree that, even though I may terminate my participation in the LVI Smile Branding Campaign, my enrollment/renewal fees will not be refunded in whole or in part at any time for any reason.

AUTOMATIC RENEWAL: I understand and acknowledge that my participation in the LVI Smile Branding Campaign will be automatically renewed for successive 12-month periods ("Contract Years"), each commencing on an anniversary of the Effective Date, unless and until I notify LVI, in the manner provided below, of my desire to terminate my participation in the LVI Smile Branding Campaign.

I agree that (i) I may terminate my participation in the LVI Smile Branding Campaign only by giving at least ninety (90) days' written notice to b2d Marketing of my desire to terminate, and (ii) the termination of my participation will be effective as of the anniversary of the Effective Date occurring on, or next following, the expiration of that 90-day notice period.

OPTIONAL CREDIT LINE: LVI is pleased to offer an additional payment option from Wachovia Financing. This line of credit is available to doctors in select states. Please refer to the accompanying credit application/form for further details and submit the completed Wachovia application/form with this enrollment form if you are seeking a line of credit.

I acknowledge and understand that, as a participating dentist in the LVI Smile Branding Campaign, I may be offered, at any time and from time to time, special premium branding services or products that I will be able to purchase or reject in my sole and absolute discretion. I further acknowledge and understand that my enrollment/renewal fees do not entitle me to receive any such premium services or products on a complimentary or reduced rate basis, but I will have to pay the full price established by LVI, in its sole and absolute discretion, for any such premium services or products that I may choose to purchase.

Credit Card: VISA MasterCard American Express Discover

Account Number: _____ Exp. Date: _____ 3 or 4 Digit Code: _____

Signature: _____ Date: _____

PLEASE RETURN TO B2D MARKETING

By Mail: b2d Marketing
 12360 Lake City Way
 5th Floor
 Seattle, WA 98125
 Attn: Noah Barry
 T: (888) 584-3636

By Fax: (800) 276-7149



YOUR ENROLLMENT IN THE LVI SMILE BRANDING CAMPAIGN IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, AND ALL APPLICABLE LAWS. BY ENROLLING IN THE BRANDING CAMPAIGN YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THE FOLLOWING TERMS:

1. FEES; PAYMENTS

LVI may, effective as of the beginning of any Contract Year, increase, by not more than twenty percent (20%), the renewal fee payable by you for your continuing participation in the Branding Campaign. Any such increase will be effective only if LVI gives you written notice of such increase at least one hundred and twenty (120) days in advance of the Contract Year for which such increase is first intended to be effective. In addition, any such increase will be effective only if LVI applies the same increase to all other Branding Campaign participants.

If any amount payable by credit card is not received by LVI when due, LVI may require you to pay (i) a \$50 penalty for the declined credit card charge, (ii) interest on the delinquent amount from the date such amount was due until the date on which it is paid at a rate equal to the lesser of 18% per year or the highest rate permitted by the applicable law, and (iii) all costs and expenses (including attorneys fees and expenses) incurred by LVI in collecting such amount.

2. CONFIDENTIAL INFORMATION

Through your participation in the Branding Campaign, you may receive or have access to, certain confidential or proprietary information belonging to LVI, including, but not limited to, technology, methods, processes and other information (collectively, "Confidential Information").

You shall not at any time, whether before or after the termination of your enrollment in the Branding Campaign, (i) sell, license, transfer or otherwise make available to any person any Confidential Information, (ii) use any Confidential Information for any purpose other than your participation in the Branding Campaign, or (iii) reproduce or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to you or is required by applicable law. All Confidential Information shall at all times remain the personal property of LVI and all documents, electronic media and other tangible items containing or relating to any Confidential Information shall be delivered to LVI immediately upon a request therefor by LVI.

3. DISCLAIMER

THE BRANDING CAMPAIGN IS MADE AVAILABLE TO YOU "AS IS" AND WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, LVI DOES NOT WARRANT OR REPRESENT THAT YOU WILL REALIZE ANY SPECIFIC REVENUES, PROFITS, OR OTHER BENEFITS OR RESULTS THROUGH THE BRANDING CAMPAIGN.

4. LIMITATION ON LIABILITY

IN NO EVENT WILL LVI BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND MAXIMUM LIABILITY OF LVI FOR ALL DIRECT DAMAGES TO YOU SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO LVI DURING THE MOST RECENT TWELVE (12) MONTHS.

5. TERMINATION AND MODIFICATION

LVI may at any time terminate or modify the Branding Campaign, upon thirty (30) days notice to you, without any liability to you for such termination or modification.

6. INDEPENDENT CONTRACTORS

You and LVI are independent contractors and not agents of the other for any purpose. Neither you nor LVI may act for the other or incur any indebtedness, liability, or obligation on behalf of the other.

7. DISPUTES

You and LVI will attempt in good faith to resolve any dispute relating to the Branding Campaign. If any attempt to resolve such a dispute is unsuccessful, you and LVI may submit such dispute only to a federal or state court located in Clark County, Nevada. You consent to each court located in the Clark County, Nevada being a proper venue for such dispute and waive any right to object to its status as a proper venue by reason of being an inconvenient or otherwise inappropriate forum. Any claim against LVI arising from these Terms and Conditions shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy of any other party. The parties hereby waive trial by jury in connection with any action or suit under these Terms and Conditions or otherwise arising out of your participation in the Branding Campaign.

8. MISCELLANEOUS

These Terms and Conditions (i) may be amended by LVI at any time by written notice to you, and your continued enrollment in the Branding Campaign will conclusively demonstrate your acceptance of those changes, (ii) inure to the benefit of and are binding upon you and LVI and each party's successors and assigns, except that you may not assign any of your obligations under the Branding Campaign without first obtaining the written consent of LVI, (iii) shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Nevada, without regard to principles of conflict of laws, and (iv) constitute the entire agreement between you and LVI with respect to the subject matter herein, and supersede all prior oral and written proposals, representations, understandings and agreements.

If any provision of these Terms and Conditions is held to be void, invalid or inoperative, the remaining provisions of these Terms and Conditions shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties.

LVI's failure, in any instance, to exercise any of its rights under these Terms and Conditions will not constitute a general waiver of such or any other rights hereunder. The rights and remedies of LVI under these Terms and Conditions and any other applicable agreement between you and LVI shall be cumulative, and the exercise of any such right or remedy shall not limit LVI's right to exercise any other right or remedy in any instance.

