

AUTHORIZED DISTRIBUTOR OF RECORD (ADR) AGREEMENT

This Agreement hereby represents the ongoing relationship between the supplier named below (“Supplier”) and Patterson Companies, Inc. and its affiliates, including Patterson Dental Holdings, Inc. Patterson Dental Supply, Inc. and Patterson Logistics Services, Inc., hereinafter referred to as DISTRIBUTOR, to establish and designate Distributor as an Authorized Distributor of Record (ADR) as set forth in the Prescription Drug Marketing Act (PDMA) of 1987 as well as in the implementing federal regulations found at 21 CFR Part 203. Distributor hereafter agrees to comply with all applicable state and federal laws to ensure continued status of this relationship.

To further meet the requirements of the PDMA, please forward with the signed agreement an attachment with a list of the specific products that Patterson is authorized to distribute or a statement that the wholesale distributor is an ADR for the manufacturer’s entire product line. Specific products should be identified by the pharmaceutical name, dosage form, and strength of the drug and the NDC number.

Check the box that applies:

- The Distributor is the ADR for Supplier’s entire product line.
- The Distributor is the ADR for the products listed on the attachment.

This agreement shall be valid from the date of dual execution until termination by either party on ninety (90) days written notice. This agreement shall not abridge, supplant, modify, or in any way alter any other pre-existing distribution agreement or any future agreements that may, from time to time, be executed in the furtherance of the business relationship between Supplier and Patterson.

This agreement confers no rights upon Distributor other than to designate Distributor as an Authorized Distributor of Record for Supplier. This agreement is not intended to be, nor shall it be, interpreted as a sales agreement or any other type of agreement other than to represent an “ongoing relationship” within the meaning set forth in 21 CFR Part 203.3(u).

By affixing my signature below, I do hereby acknowledge and represent that I have read this Agreement in its entirety, that I understand its terms, that I am duly authorized to bind my organization to the requirements detailed in the above Agreement and that I agree to ensure that my organization will adhere to such requirement for the duration herein stated.

Authorized Distributor of Record: Patterson Companies, Inc. and its Affiliated Companies

Authorized Signature: _____

Print Name: _____ Date: _____

Supplier: _____

Authorized Signature: _____

Print Name: _____ Date: _____