

# RELY ON US Supplier Competition

March 21-25, 2017

Cologne, Germany



## Think you have the hottest product or service in the Dental Market?

Enter the **Rely On Us Supplier Competition** and pitch us your best idea!

Show us your best (and we do mean best) proposal related to the dental market for your chance to win a one-on-one meeting with Henry Schein's Business Development Team and a potential distribution deal with Henry Schein!

Suppliers should submit detailed proposals and relevant materials to [suppliercompetition@henryschein.com](mailto:suppliercompetition@henryschein.com) by February 24, 2017. Selected suppliers will be invited to the Supplier Competition by March 10, 2017. If you are selected to enter the Supplier Competition, we will review your pitch for consistency, market adoption, profitability, and other key attributes. Winners of the Supplier Competition will win a one-on-one review session with Henry Schein's Business Development Team, who will listen to your pitch and can help activate your product within the Henry Schein distribution network. Successful submitters may be awarded a distribution deal with Henry Schein, Inc. (subject to agreement on all relevant terms and conditions)\*.

### ABOUT HENRY SCHEIN, INC.

Henry Schein, Inc. is the world's largest provider of health care products and services to office-based dental, animal health, and medical practitioners. The Company also serves dental laboratories, government and institutional health care clinics, and other alternate care sites. A FORTUNE 500® Company and a member of the S&P 500® and NASDAQ 100® Indices, Henry Schein employs more than 19,000 Team Schein Members, and has operations or affiliates in 33 countries.

#### Terms and Conditions\*

This competition is sponsored by Henry Schein, Inc. and is open to all commercial dental suppliers. Supplier must send the completed proposal submission to [suppliercompetition@henryschein.com](mailto:suppliercompetition@henryschein.com) by February 24, 2017. Selected suppliers will be invited to the Supplier Competition by March 10, 2017. Suppliers must sign an Idea Submission Agreement with Henry Schein Inc. for their submissions to be considered. Upon invitation to the Supplier Competition, select suppliers will be invited to present their proposal in detail to a group of Henry Schein global business leaders. After the conclusion of Supplier Competition, winning suppliers will be notified and presented with an invitation to discuss their proposal in a one-on-one meeting with Henry Schein's Business Development team. The grand prize winner(s) may win a distribution deal if Henry Schein, Inc. deems applicable according to business need.

Submitter understands that Henry Schein is under no obligation to consider or use the Submission or any part thereof, and Henry Schein is not obligated to provide Submitter with any explanation regarding Henry Schein's decision not to consider or use the Submission, or to return or preserve the Submission or any materials included in the Submission.

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## Supplier Competition



**SUPPLIER PROPOSAL SUBMISSION** • Email to [suppliercompetition@henryschein.com](mailto:suppliercompetition@henryschein.com)

DEADLINE FOR SUBMISSION IS **FEBRUARY 24, 2017.**

Suppliers will be invited to the Supplier Competition by **March 10, 2017.**

Today's Date:

SUPPLIER INFORMATION	
Main Contact:	Company Address:
Company Name:	
Phone Number:	

PRODUCT AND MARKETING PROPOSAL (PLEASE ATTACH RELEVANT INFORMATION)	
Product Name:	Current Distribution: <input type="checkbox"/> Direct <input type="checkbox"/> Non-Direct <input type="checkbox"/> Not Launched
Product Description:	Geographic Sales Location (where do you see your product being sold?) Germany, Europe, U.S. etc. <b>Please be specific.</b>
Description of marketing proposal and impact to the marketplace. Please explain the product/service, associated benefit(s), and the projection of sales in 1-3 years.	
Please explain how you believe distribution through Henry Schein will impact your business.	
What regulatory approvals exist for the product you have?	
What claims can you make that are approved from a regulatory perspective?	

### CHECKLIST

- Marketing proposal attached
- Proof of any required regulatory approval/compliance attached
- Signed Idea Submission Agreement
- Emailed submission to [suppliercompetition@henryschein.com](mailto:suppliercompetition@henryschein.com) by February 24, 2017

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### Idea Submission Agreement

This Idea Submission Agreement is between Henry Schein, Inc. and the party executing this Submission Agreement where indicated below (“Submitter”).

Submitter wants to submit to Henry Schein, Inc. (together with its affiliated entities referred to as “Henry Schein”) a proposal regarding the potential distribution of products or services for dental practices (the “Submission”). Submitter and Henry Schein hereby agree that the Submission is subject to the following terms and conditions:

- 1. Submission Only Includes Non-Confidential Information.** Submitter represents that only non-confidential information is included in its Submission. All information disclosed to Henry Schein in the Submission is considered as non-confidential public information, except with respect to Submitter’s IP Rights (as defined in Paragraph 4 below). This agreement applies to any material included in Submitter’s original Submission and anything Submitter may later disclose to Henry Schein.
- 2. No Obligation to Pursue Submission or Return Submission Materials.** Submitter understands that Henry Schein is under no obligation to consider or use the Submission or any part thereof, and Henry Schein is not obligated to provide Submitter with any explanation regarding Henry Schein’s decision not to consider or use the Submission, or to return or preserve the Submission or any materials included in the Submission.
- 3. Confidentiality Agreement.** If Henry Schein and Submitter agree that there is a need to discuss or disclose confidential information, then they shall enter into a written confidentiality agreement. Submitter accepts that Henry Schein will only treat information as confidential if the information is covered by a confidentiality agreement signed by Submitter and Henry Schein prior to the time when it is disclosed.
- 4. IP Rights.** Any material or information contained in the Submission is only protected to the extent such protection exists under any valid patent or trademark registration (collectively, “IP Rights”). Submitter understands that the protection it has for information included in its Submission is limited to the scope of Submitter’s IP Rights.
- 5. Similar Products and Services.** Submitter acknowledges that Henry Schein may have developed or will develop (or that Henry Schein may have had or will have suggested or submitted to it by other third parties) potential products, services, and/or ideas similar to those contained in the Submission. Submitter understands that this agreement and any confidentiality agreement with Henry Schein will not prevent Henry Schein from designing, developing, testing, evaluating, using, or commercializing any such similar products, services, and or ideas.
- 6. Representations of Submitter.** Submitter represents that he or she (i) is an individual 18 years of age or older (or if Submitter is a corporate entity, all shareholders, members and/or equity participants in Submitter are 18 years of age or older); (ii) is legally free to make this Submission; (iii) owns all rights and interest in and to the Submission; and (iv) has not relied and will not rely on any representations or statements by any employee or representative of Henry Schein which are inconsistent with this agreement. The Submitter also represents that the Submission is an original idea of Submitter and no other person is owed or entitled to any current or future compensation or has any rights with respect to the Submission, including any rights that would arise as a result of Henry Schein’s testing, evaluating, using, or commercializing the Submission.
- 7. Applicable Law.** This agreement is governed by German law without reference to conflict of laws principles.
- 8. Arbitration.** All disputes arising in connection with this Agreement or its validity shall be finally settled by one arbitrator in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. Place of arbitration shall be Frankfurt/Main.

Accepted and Agreed:

#### SUBMITTER:

##### IF SUBMITTER IS A CORPORATE ENTITY:

Name of corporate entity: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name of Signatory: \_\_\_\_\_  
Date: \_\_\_\_\_

##### IF SUBMITTER IS AN INDIVIDUAL:

Signature: \_\_\_\_\_  
Name of Signatory: \_\_\_\_\_  
Date: \_\_\_\_\_

#### HENRY SCHEIN, INC.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_