

Standard *Terms*

The terms that are the same on every XpoNential engagement.
Your engagement letter carries the scope, the fee, and the term.
Where the two disagree, the engagement letter wins.

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These Standard Terms apply to every engagement letter, statement of work, and election that references them by version number. “We,” “us,” and “XpoNential” mean XpoNential Management LLC. “You” and “Client” mean the party that signed the engagement letter. “Services” means the work described in that letter.

Read the engagement letter first. It carries the scope, the fee, and the term. This document carries everything that is the same on every engagement. Where the two disagree, the engagement letter wins.

01 The relationship

1.1 Independent contractor. We are an independent contractor. This is not a partnership, joint venture, employment relationship, agency, fiduciary relationship, or ownership or DSO structure, and no equity or membership interest of any kind is created.

1.2 No clinical control. We do not practice dentistry and will not interfere with the professional judgment of any licensed dentist. All clinical decisions, diagnoses, treatment plans, and standards of care remain solely with the licensed clinicians you employ or engage.

1.3 Your decisions. You retain final authority over hiring and termination, compensation, clinical protocols, fee schedules, payer participation, financing and debt, and every binding contract. We will not execute a binding commitment on your behalf unless you authorize it in writing for that specific action.

1.4 Not licensed professionals. We are not a law firm, accounting firm, appraisal firm, insurance agency, broker-dealer, investment adviser, or business or real estate brokerage. Nothing we provide is legal, tax, accounting, insurance, appraisal, securities, or investment advice. Templates, sample language, checklists, coordination with counsel, and implementation support are administrative and operational support only. Except as described in Section 1.5, you are responsible for engaging and relying on your own licensed professionals.

1.5 Counsel we engage for you. Some engagements include legal work performed by outside counsel we engage on your behalf. Where that is the case, counsel represents you and not XpoNential, their engagement runs between you and them, and no attorney-client relationship is created between you and us. Counsel’s fee is paid from our engagement fee only where the engagement letter says so, and the scope of that included work is stated there. If you would rather use your own attorney, we work with them instead and our fee does not change.

1.6 No custody of funds. In transaction engagements we do not take custody or possession of funds, securities, or transaction proceeds at any time, and we do not act as escrow agent. Funds move directly between the parties and their banks, escrow agents, or counsel. This Section does not limit accounts payable, payroll, or bill-pay services performed under a management engagement where you have authorized them in writing.

1.7 No guaranteed results. We do not guarantee outcomes. Results depend on your execution, staffing stability, payer mix, fee schedules, clinical decisions, market conditions, and your willingness to implement what we recommend.

1.8 Fair market value and compliance savings. Our fees are intended to approximate fair market value for the management and administrative services we actually perform. They are not a share of clinical revenue, they confer no ownership or membership interest, and they are not payment for patient referrals. If any fee component would conflict with applicable law or professional rules in your state, including corporate practice of dentistry, fee-splitting, or anti-kickback rules, that component converts to a fixed fee of equivalent value that complies with those rules, and the rest of the agreement stays in force. Neither party may use this Section to avoid paying for work actually performed.

1.9 Insurance. We maintain commercial general liability and professional liability (errors and omissions) coverage appropriate to the Services and will provide a certificate of insurance on request.

02 What you owe us to do the work

2.1 Access. You will provide access to the systems reasonably necessary to perform, including practice management reporting, accounting, payroll, banking reporting, call tracking, and marketing dashboards, within ten business days of request.

2.2 Approvals. You will approve or reject decisions requiring your sign-off within five business days unless we agree otherwise in writing.

2.3 Accuracy. You are responsible for the completeness and accuracy of the data in your systems. We do not audit, verify, or attest to it, and our work product is only as reliable as the inputs.

2.4 If you miss. If you miss a deadline in this Section and it materially affects a deliverable, we will document the dependency, extend the affected timeline by the same number of days, and remain in good standing on that deliverable. Repeated or extended failure to provide access is a material breach.

03 Money

3.1 Invoicing and payment. Recurring fees are invoiced by the fifth business day of the month for that month and are due on the tenth. Fixed fees are due as stated in the engagement letter. Payment is by ACH auto-draft or approved card on file, and you will sign the authorization we provide.

3.2 Disputes. Notify us within ten business days of an invoice you dispute, describing the basis in reasonable detail. Undisputed amounts stay due on time and we will resolve the disputed portion in good faith.

3.3 Late payment. Amounts more than ten days past due accrue interest at 1.5% per month, or the maximum permitted by law if lower. If any undisputed amount is more than thirty days past due, we may suspend the Services on five business days' written notice until it is paid. Suspension does not extend the term, reduce fees, or count as our breach.

3.4 Pass-through costs. Ad and media spend, platform and software subscriptions, filing and government fees, and third party professional fees are yours and are paid directly by you or reimbursed at cost, unless the engagement letter expressly states that a specific cost is included in our fee.

3.5 Annual adjustment. On each anniversary we may adjust recurring fees by no more than ten percent of the then-current amount, on at least thirty days' prior written notice. If you do not accept the adjustment, you may terminate effective on the anniversary by giving notice within that thirty day window.

3.6 Performance incentives. Where an engagement letter includes performance incentives, each one is a fixed dollar amount tied to a specific operating benchmark agreed in writing before the measurement period begins. Incentives are set in advance, do not vary with the volume or value of clinical services, patient visits, or referrals, and are not a share of practice revenue or profit. Each benchmark is measured on its own. Once an incentive is earned and paid it is final, with no reconciliation, clawback, or offset against any other period. If a benchmark is not met, nothing is owed for it and nothing carries forward. You may review the underlying calculation and supporting schedules at any time.

3.7 Percentage-based fees. Where an engagement letter or election prices a service as a percentage of collections, the percentage applies to commercial and self-pay collections. For practices with substantial revenue from Medicare, Medicaid, CHIP, or other federal healthcare programs, that service converts to a flat monthly fee set at fair market value for the work performed, quoted at election.

3.8 Taxes. Fees are exclusive of any applicable sales, use, or similar taxes, which are your responsibility.

04 Term, termination, and what survives

4.1 Notice. Termination and non-renewal notices must be in writing. Email to the addresses on the engagement letter counts.

4.2 For cause. Either party may terminate immediately on written notice if the other materially breaches and fails to cure within thirty days of notice, or becomes insolvent, files for bankruptcy, or ceases operations.

4.3 Effect. You owe undisputed fees earned through the termination date. Fixed fees for work already begun are earned and non-refundable. We will provide up to ten hours of reasonable transition cooperation at no charge during the notice period. Anything beyond that is quoted separately.

4.4 Your data. Within thirty days after termination, at your written request, we will return your data in a commercially reasonable format or confirm its deletion, other than copies retained in routine backups or required by law. We will not withhold your data as leverage in a fee dispute.

4.5 Survival. These survive termination: payment obligations, any success or tail fee stated in the engagement letter, confidentiality, intellectual property and license terms, non-solicitation, limitation of liability, indemnification, and dispute resolution.

05 Confidentiality

5.1 Mutual. Each party will keep the other's non-public information confidential and use it only to perform this engagement. This does not cover information that is public through no fault of the receiving party, was already lawfully known, is lawfully received from a third party, or is independently developed.

5.2 Permitted disclosure. Either party may share confidential information with employees, contractors, vendors, and professional advisors who need to know and are bound by comparable obligations, and as required by law or court order with prompt notice where legally permitted.

5.3 Protected health information. If we handle protected health information, the Business Associate Agreement we sign separately governs that information and controls over this Section to the extent they conflict.

06 Intellectual property

6.1 Yours. You keep all right, title, and interest in your pre-existing materials, data, branding, and content.

6.2 Ours. We keep all right, title, and interest in our methodologies, templates, playbooks, workflows, dashboards, models, checklists, training content, know-how, and tools, including improvements.

6.3 Your license. For deliverables we prepare for you and pay for in full, you receive a perpetual, non-exclusive, non-transferable, royalty-free license to use them for your own internal business operations at the enrolled practices. That license does not end when the engagement ends. Access to our hosted platforms, dashboards, and learning systems ends with the engagement.

6.4 Restrictions. You will not sell, sublicense, publish, or distribute our materials to any third party other than your own professional advisors under confidentiality, use them to build or operate a competing management or consulting platform, or provide management or consulting services to other practices using them.

6.5 Feedback. We may use your feedback and suggestions without restriction or obligation.

07 Non-solicitation

7.1 Our people. During the engagement and for twelve months after, you will not directly solicit for employment or engagement any employee, contractor, or subcontractor of ours who performed Services for you. Responding to a general job posting that was not targeted at that person is not a breach.

7.2 If it happens. If you hire such a person in breach of this Section, you will pay us a placement fee equal to the lesser of thirty percent of that person's first-year total compensation or our actual documented cost to recruit, train, and replace them, due within thirty days of their start date. The parties agree this is a reasonable estimate of a loss that is difficult to quantify in advance, is proportionate to the harm, and is not a penalty. This Section restricts targeted solicitation only. It does not restrict where any individual may work, and it does not apply to anyone who was terminated by us or who responds to a general posting.

08 Liability

8.1 No consequential damages. Neither party is liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits, lost goodwill, or business interruption, even if advised of the possibility.

8.2 Cap. Except for fraud or willful misconduct, our total aggregate liability arising out of or related to an engagement will not exceed the total fees you actually paid us under that engagement in the twelve months before the event giving rise to the claim, or for a fixed-fee engagement, the fee paid for it.

8.3 Time limit. Any claim must be brought within one year after the cause of action accrues.

09 Indemnification

9.1 By you. You will indemnify, defend, and hold us and our officers, managers, employees, and contractors harmless from third party claims, damages, liabilities, penalties, and costs, including reasonable attorney fees, arising from your clinical care and clinical decisions, your employment practices and HR decisions, your failure to comply with applicable law including dental board, billing, coding, payer, privacy, and employment requirements, your materials, data, or instructions, or any allegation that your operations caused patient harm.

9.2 By us. We will indemnify, defend, and hold you harmless from third party claims, damages, liabilities, and costs, including reasonable attorney fees, arising from our gross negligence or willful misconduct in performing the Services.

9.3 Procedure. The indemnified party will promptly notify the other, allow it to control the defense and settlement subject to reasonable consent where non-monetary obligations are imposed, and cooperate reasonably.

10 Disputes

10.1 Talk first. Before filing anything, the parties will escalate the dispute to a principal on each side and negotiate in good faith for thirty days.

10.2 Mediation, then arbitration. If that fails, the parties will mediate in Denver, Colorado, sharing the mediator's cost. If mediation fails, the dispute will be resolved by binding arbitration in Denver, Colorado, before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award may be entered in any court of competent jurisdiction.

10.3 Carve-outs. Sections 10.1 and 10.2 do not apply to:

- a an action to collect undisputed fees, which either party may file directly in the courts of Douglas County, Colorado;
- b a request for injunctive or equitable relief to protect confidential information or intellectual property; or
- c a claim within the jurisdictional limit of small claims court.

Arbitration is for substantive disputes, not for unpaid invoices.

10.4 Fees. The prevailing party in any arbitration or proceeding to enforce these terms is entitled to recover its reasonable attorney fees, arbitration fees, and costs.

10.5 Jury waiver. To the extent any matter proceeds in court, both parties knowingly waive trial by jury.

10.6 Governing law. Colorado law governs, without regard to its conflict of laws rules. Venue for any court proceeding is Douglas County, Colorado.

11 General

11.1 Order of precedence. If documents conflict, this is the order: a signed amendment, then the statement of work, then the engagement letter, then these Standard Terms.

11.2 Version lock. The version of these Standard Terms referenced in your engagement letter is fixed for that engagement. We may publish later versions, but a later version does not apply to you unless you sign an amendment adopting it, or you sign a new engagement letter that references it. Every published version stays permanently available at its own URL.

11.3 Amendments. Amendments must be in writing and signed by both parties. Email confirmation is enough for operational elections that do not change legal terms, such as adding or releasing an add-on or approving a statement of work. It is not enough to change fees, term, termination, confidentiality, intellectual property, liability, or dispute terms.

11.4 Entire agreement. The engagement letter, any statement of work or election, and these Standard Terms are the entire agreement on their subject matter and supersede all prior proposals, marketing materials, and understandings, written or oral. Nothing in a flyer, proposal, deck, or conversation creates an obligation unless it appears in a signed document.

11.5 Electronic acceptance and record. Electronic signatures and checkbox acceptance are binding under the federal E-SIGN Act and the Colorado Uniform Electronic Transactions Act. Before acceptance you are shown a working link to the referenced version and must affirmatively check the box. It is never pre-checked. We retain a permanent record of the version accepted, the date and time, the acceptance method, and a copy of the exact document presented, and we will provide that record to you on request at any time.

11.6 No third-party beneficiaries. This agreement is for the benefit of the parties only. No employee, patient, vendor, lender, or other third party has any right to enforce it.

11.7 Assignment. Neither party may assign without the other's written consent, except that either party may assign to a successor in a merger, reorganization, or sale of substantially all assets on written notice.

11.8 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control. Payment obligations are not excused.

11.9 Severability and waiver. If a provision is unenforceable, the rest stays in effect and the provision is narrowed to the extent needed to make it enforceable. A waiver is effective only in writing and only for the instance given.

11.10 Notices. Notices go to the addresses on the engagement letter. Email is sufficient and is effective on the business day sent.

11.11 Publicity. Neither party will use the other's name or logo publicly without written consent, except that we may identify you privately as a client to a prospective client under confidentiality.