



Loyalty Rewards Program Enrollment Form

Welcome to Midland Scientifics Loyalty Rewards Program! A program designed to reward you for purchasing with us. This program offers you an extensive list of spectacular prizes for simply purchasing your laboratory products from us.

| APPLICANT INFORMATION | | |
|--|-------------------|----------|
| Company Name | | Date |
| MSI Customer Number | | |
| Participant's Contact Name | | |
| Contact's Title | Contact's Phone # | Fax # |
| Contact's Email Address | | |
| Company's Ship To Address | | |
| City | State | Zip Code |
| * Return the completed and signed (See Page 3) Enrollment Form to loyalty@midlandsci.com * | | |

TERMS AND CONDITIONS

General Conditions:

1. Membership and benefits in the Loyalty Reward Program (the "Program") are offered to eligible active customers who have been accepted into the Program ("Participants") at the discretion of Midland Scientific, Inc., a Nebraska corporation ("Midland Scientific"). Midland Scientific has the right to terminate the Program (or any Participant's enrollment in the Program) or to change its terms and conditions, rules, policies, procedures, and conditions of participation ("Program Rules"), benefits, prizes, conditions of participation or point levels, in whole or part, at any time, with or without notice, even though changes may affect the redemption value of the points or certificates already accumulated by a Participant. Upon such termination, all obligations under these Terms and Conditions shall immediately cease, except that the section below titled "Miscellaneous" shall survive termination.
 - a. Eligibility for the Program limited to active Midland Scientific customers, as determined by Midland Scientific in its discretion. Loyalty rewards points are awarded to the individual person or legal entity identified as the "customer" on the account with Midland Scientific (and not to any individual employed by or otherwise associated with a company identified as the customer).
 - b. Resellers and current/future customers on a corporate or special pricing contract are ineligible for the Program. Midland Scientific reserves the right to refuse to accept any applicant into the Program.
 - c. In order to apply for enrollment in the Program, an applicant must complete and sign the Loyalty Reward Program Registration Form ("Registration Form"). By signing the Registration Form, the applicant is accepting and agreeing to be bound by these Terms and Conditions. If the Registration Form is not completed in its entirety, the application will be void and the applicant will not be allowed to participate in the Program. The address on the Registration Form must match the customer "ship to" address of the Midland Scientific customer account (No other address will be accepted).

d. Loyalty reward points ("Points") can be accrued under the Program only after the Registration Form is completed and accepted. Points are accrued at the rate of 1 Point for every \$200 spent OR 2 Points for every \$200 spent on MSI Brand Products. Spend is determined on a cumulative basis and not on a per order basis.

e. Enrollment into the Program does not violate any of the company's policies, rules, or laws that the customer is employed for.

Account Activity & Expiration:

2. Midland Scientific reserves the right to audit any and all Program and Customer accounts at any time to ensure compliance with the Program Rules, without notice to the Participant. In the event that an audit reveals discrepancies or possible violations, including but not limited to late payments, past due invoices, and delinquent accounts with outstanding balances, Midland Scientific may delay or cancel the processing of prize redemption requests, withhold statements or suspend the Program account of a Participant pending completion of payments and/or correction of the violations.

a. A Participant's account will automatically become inactive when there is no purchase with Midland Scientific for a period of 12 consecutive months or if the Participant declares bankruptcy. In addition, an account may be declared inactive if the account becomes significantly in arrears in its payments, as determined by Midland Scientific in its discretion, or is turned over to collections. An inactive account will be terminated and all Points will be forfeited.

b. A Participant's account may be temporarily suspended if the Participant has past due invoices, is delinquent, has an outstanding unpaid balance or other disputed issues (such as an unreturned item, or in possession of demonstration equipment)

c. Unredeemed Points expire 24 months from the date of issue unless otherwise forfeited as described above.

Point Accrual and Redemption:

3. Each Participant shall be responsible for knowing and understanding the Program Rules and the balance of Points in the Participant's account. Midland Scientific reserves the right to change these Terms and Conditions and the Program Rules at any time, and Participant's continued participation in the Program shall constitute acceptance of those changes. Midland Scientific will attempt to advise active Participants of various matters of interest that materially impact the Program, through such means as account summaries, emails, and its website but Midland Scientific shall have no liability for any failure to do so. Midland Scientific will not be responsible for correspondence lost or delayed in the mail or failure by any other delivery mechanisms. Each Participant shall be responsible promptly advising Midland Scientific of any change to its account.

a. In the event the Participant is a company with multiple locations or cost centers, Points will accumulate only at the "ship to" or cost center level (or individual level for a private party) and cannot be accumulated at a single corporate level. Points are assigned to the Participant company (customer) and not to any one individual who is employed by the company. However, the Points will be associated with an individual at the company "ship to" location who is labeled the Participant's contact person. The Participant's contact person must be an individual and designated on the Registration Form. Points cannot be claimed without an individual assigned to the account. An account will become inactive if there is no individual assigned to the account as the Participant's contact person. If the individual who is assigned as the Participant's contact person needs to be changed at any time, Midland Scientific must be notified of the change. If Midland Scientific is not notified of the change the account will become inactive. See section 2A regarding inactive accounts. Points remain with the Participant company's ship-to address and not the individual who is the Participant's contact

person. Points cannot be traded, transferred, sold or otherwise conveyed to another ship-to or cost center or individual. Points are redeemed on behalf of the Participant by the individual who is the Participant's contact person.

b. Prizes must be shipped to the address on the Registration form and will not be shipped to any other address.

4. Points have no value and cannot be exchanged for cash. Points may expire or be cancelled under certain circumstances. Midland Scientific reserves the right to change the prizes or point level requirements at any time. Prizes can only be redeemed by the Participant's contact person. Prizes are sent to the attention of the Participant's contact person to the address specified on the Registration Form. Expect 4-6 weeks for delivery of the prize. Midland Scientific cannot be held responsible for any delay in delivery of prizes.

5. Midland Scientific reserves the right to make bonus points and promotional offers selectively available to certain Participants at any time based on point activity, specific industries, Program participation, or other factors determined at Midland Scientific's sole discretion.

Miscellaneous:

These Terms and Conditions set forth the entire agreement between the parties relating to this subject matter and supersede all other communications between Midland Scientific and any applicant or Participant. It is the responsibility of the Participant and Participant's contact person to determine if participation in this program is allowed by the Participant's company policy and or rule or law. This program is void in places prohibited by rule or law. These Terms and Conditions may be modified only by Midland Scientific by written or electronic amendment. The Program and these Terms and Conditions will be governed by the laws of the State of Nebraska, and any action brought in connection with the Program shall be brought solely and exclusively in state or federal courts located in Douglas County, Nebraska. The parties irrevocably consent to the sole and exclusive jurisdiction of such courts and waive any objections to venue or jurisdiction. The parties desire to facilitate certain transactions related to these Terms and Conditions by exchanging documents, records and signatures electronically or by utilizing electronic agents. The use of electronic facilities or agents shall be in accordance with procedures established by Midland Scientific and governed by the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Nebraska.

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SIGNATURE

I have verified that enrollment into the Loyalty Rewards Program does not violate any of my company's policies, rules, or laws. I have read and agree to the Terms and Conditions.

Signature

Date

Return the completed and signed Enrollment Form to loyalty@midlandsci.com

*People you trust. **Values you count on.***