

CLASSIC SMILE ALIGNERS

APPROVAL TERMS AND CONDITIONS

THESE APPROVAL TERMS AND CONDITIONS ("TERMS") ARE FOR ALL ARGEN CLEAR ALIGNERS ORDERED BY YOU ("YOU," "YOUR") FROM THE KEY DENTAL AESTHETICS, LLC "KDA". THESE TERMS CONSTITUTE A CONTRACT BETWEEN YOU AND KDA WITH RESPECT TO ALL TREATMENT DESIGNS FOR, AND THE MANUFACTURE OF, ALL CLEAR ALIGNERS FROM THE TREATMENT DESIGNS YOU APPROVE (COLLECTIVELY, "ALIGNERS"). BY SIGNING BELOW YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THESE TERMS WITH RESPECT TO ALL ORDERS FOR ALIGNERS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT SIGN BELOW AND WILL NOT BE ABLE TO APPROVE ANY PROPOSED TREATMENT DESIGNS FOR, OR OBTAIN ANY, ALIGNERS.

1. YOU HEREBY REPRESENT, WARRANT AND AGREE THAT:

- a. You have the right, power, legal capacity and authority to execute and perform Your obligations under these Terms;
- b. You are a medical dental professional duly licensed to practice dentistry in each state where You provide professional dental services and are in good standing with the medical board of such state or its equivalent;
- c. You have all licenses, registrations, permits, accreditations, and approvals required and issued by all applicable governmental bodies and other necessary authorizations required by all laws applicable to the practice of dentistry and are not in violation of any said permitting or licensing requirements;
- d. You are in compliance with all applicable Federal and state laws related to the practice of dentistry, including without limitation laws related to health care services and HIPAA, and any injunctions, judgments, orders, decrees, rulings, or other restrictions of any governmental body applicable to You;
- e. You shall, at all times while providing services or medical dental advice with respect to Aligners, comply with all applicable laws, all rules and regulations of the medical board of Your state(s) of practice or equivalent and the American Dental Association Principles of Ethics and Code of Professional Conduct and equivalent state associations;
- f. Prior to delivering Aligners to any patient (each a "Patient"), You shall ensure that each Patient executes the Patient Terms and Conditions provided to you; and
- g. You shall retain in Your records the executed Patient Terms and Conditions for at least the minimum duration required by applicable law and shall promptly, upon request by KDA or the Argen Corporation ("Argen"), provide copies of the executed Patient Terms and Conditions.

2. YOU HEREBY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT:

- a. The third party design bureau employed by KDA ("Design Bureau") is only willing to release Aligner proposed treatment designs for manufacture if You accept and execute these Terms and is relying on Your acceptance and execution of these Terms in order to release Aligner proposed treatment designs for manufacture;
- b. Argen is only willing to manufacture Aligners if You accept and execute these Terms and is relying on Your acceptance and execution of these Terms and is relying on Your acceptance of these Terms in order to manufacture Aligners for You;

- c. You are solely responsible for obtaining and maintaining, at Your own expense, all approvals, including without limitation licenses and permits, as may be required to create, or have created, the proposed treatment design and prescribe and sell Aligners, and for keeping all such approvals in full force and effect;
- d. Neither the Design Bureau, Lab nor Argen (a) is a provider of medical, dental, or any other health care services, or (b) practices medicine, dentistry, or gives any medical advice;
- e. You shall review and approve the proposed treatment design using your independent medical judgment and You shall be solely responsible for providing medical services to each Patient relating to Aligners, including without limitation determining the diagnosis and appropriate treatment options for Patient and informing Patient of the general and specific risks associated with using Aligners;
- f. The determination of medical or feasibility of the proposed treatment design and suitability of Aligners manufactured pursuant to such treatment designs with respect to each Patient, compliance with all applicable medical and dental standards for prescriptions to use Aligners, and compliance with all applicable Federal and state laws regulating the design and use of Aligners is Your sole responsibility; and
- g. Once You provide your approval for an Aligner proposed treatment design, such design will be used to manufacture applicable Aligners. **NONE OF LAB, DESIGN BUREAU OR ARGEN IS RESPONSIBLE FOR THE ACCURACY OR INACCURACY IN ANY PROPOSED TREATMENT DESIGN YOU APPROVE. YOU SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY AND QUALITY OF EACH PROPOSED TREATMENT DESIGN YOU APPROVE, AND THE RESULTS OF ALL RELIANCE ON AND USE OF SUCH INFORMATION OR ON ANY OR FOR ANY OF THE UNDERLYING IMPRESSIONS, DENTAL SCANS OR SCAN MODELS.**

3. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN OR IN ANY OTHER WRITING, IN NO EVENT SHALL LAB, DESIGN BUREAU, ARGEN, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AND EMPLOYEES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO, OR OTHERWISE ARISING IN CONNECTION WITH ANY PROPOSED TREATMENT DESIGN YOU APPROVE OR THE MANUFACTURE, SALE AND SUPPLY OF ANY ALIGNERS. IN ADDITION, IN NO EVENT SHALL ANY OF THE FOREGOING BE LIABLE FOR ANY LIABILITY, LOSSES AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, THOSE RELATED TO COST OF REPAIRING ALIGNERS AND LOSS OF USE OF ALIGNERS, ARISING FROM OR RELATED TO ANY PROPOSED TREATMENT DESIGN YOU APPROVE OR THE USE, MISUSE OR REPAIR OF ALIGNERS, NOR SHALL ANY OF THE FOREGOING BE LIABLE TO INDEMNIFY YOU, YOUR AFFILIATES, AND YOUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND CUSTOMERS, FOR ANY CLAIMS FOR ANY OF THE FOREGOING. FURTHER, IN NO EVENT WILL THE AGGREGATE LIABILITY OF ALL OF THE FOREGOING TO YOU EXCEED THE PURCHASE PRICE FOR THE SPECIFIC ALIGNERS GIVING RISE TO THE ACTION. ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS MUST BE COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED THE DATE OF SHIPMENT OR COMPLETION OF THE APPLICABLE ALIGNERS, WHICHEVER EXPIRES FIRST.

4. These Terms, and your orders for Aligners, embody the entire agreement between You and KDA regarding the subject matter hereof and supersedes any other agreements and arrangements, whether in written or oral form, regarding the subject matter hereof. These Terms may not be amended, extended or supplemented in any manner whatsoever except by the express written agreement executed by duly authorized corporate officers of both parties. These Terms shall be governed by the laws of the State of California. In the event a dispute arises regarding the subject matter of these Terms, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in addition to damages and any other relief to which it is entitled. Argen and the Design Bureau shall each be a third party beneficiary of these Terms and the agreement hereunder and entitled to all rights, disclaimers and privileges hereunder.

BY SIGNING BELOW YOU INDICATE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT OF THESE TERMS.

KEY DENTAL AESTHETICS, LLC:

DENTAL PROFESSIONAL:

(Signature)

(Signature)

(Name and Title)

(Name and Title)