



TERMS & CONDITIONS

Clear Aligner Education (**CAE**) scope of clinical consulting services and HIPPA Compliance Agreement, Terms and Conditions

1) Scope of Consulting Services. Consultant shall provide the following consulting services to the Company (collectively the “Services”):

a) CAE is a company providing services as a consultant to a licensed dentist only. CAE consulting service is a tool to be used by the licensed dentist only as part of that professional’s complete diagnosis and treatment of a patient. A proposed treatment plan from CAE is NOT a complete diagnosis and is not a replacement for any portion of the diagnosis and treatment that would be performed by a licensed dentist. Results that may be achieved by using all or any portion of CAE will depend on examination and diagnosis of the particulars of the individual case. Without limiting the generality of foregoing disclaimer, results from the use of a proposed treatment plan will vary, and throughout the course of treatment, the licensed dentist must closely follow the progress of treatment.

CAE DOES NOT WARRANT THE ACCURACY OF ANY TREATMENT PLAN OFFERED PURSUANT TO THIS REQUEST AND MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO AND SERVICES THAT ARE COVERED BY THIS CONTRACT. CAE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS OR SERVICES THAT ARE COVERED BY THIS CONTRACT.

c) The licensed dentist bears all responsibility for any diagnosis and treatment as well as all responsibility for the results from such diagnosis and /or treatment.

d) No liability shall result from any delay in performance or non-performance, except delay in payment as provided for herein.

e) The products and or service provided by CAE pursuant to this agreement are being provided specifically based upon the representations made to CAE that the user of the services is a licensed dentist who is qualified in that he or she has the requisite knowledge of experience to utilize the services properly in the development of a complete diagnosis and treatment plan.

** Invisalign users will submit their records into the Invisalign Doctor Site (IDS) and provide CAE the user name and password for access..*

** * For use with any other clear aligner brands, the doctor will provide CAE access to the software using the doctors access or submit records using the orthodontic record submission portal through the CAE website after payment has been made.*

Services

A) **Bronze** - CAE will log into your IDS* and evaluate your patients records and by email respond with pre-submission advice that will allow you to decide if you should proceed with this case based on your level of experience.

B) **Silver** - CAE will log into your IDS* and make CAE preferred optimized adjustments on your patients clincheck and make request to the Align technician to have your case set up to order. You will get an email from CAE notifying you that your case is ready for approval. This applies to one submitted clincheck per case. You are responsible for the submission to Align to manufacture.

C) **Gold** - CAE will log into your IDS* and make CAE preferred optimized adjustments on your patients clincheck and make request to the Align technician to have your case set up to order. You will get an email from CAE notifying you that your case is ready for approval. PLUS an emailed video explaining the optimize changes to the clincheck from CAE. This applies to one submitted clincheck per case. You are responsible for the submission to Align to manufacture.

D) **Platinum** - CAE will be your coach from start to finish. You will receive assistance in diagnosis, treatment planning, pre-submission clincheck set ups, assistance with refinement clinchecks during this patients treatment and retainer recommendation. With the Platinum level service you will submit your patients records and submit your patient to the Invisalign Doctor Site (IDS).

CAE will review your patients records and IDS clincheck. This applies to all submitted clinchecks per case. You are responsible for the submission to Align to manufacture. included: One 15 minute video call to discuss the case, potential red flags and the sequence of treatment. Clincheck set up with an emailed video explaining the optimized changes to the clincheck. Email alerting you that the case is ready for approval. Clincheck assist for refinements for this patient. Retainer recommendations. Email availability for questions throughout the case.

2) Fees. The Fees for the Services described in Section 1 herein above shall be a one-time fee of \$79 per Bronze, \$185 per Silver, \$225 per Gold, and \$495 per Platinum Service, payable in advance.

3) Term and Termination. It is the intention of the parties hereto that the Services and Additional Services provided shall be on a case by case basis. Either party may terminate this Agreement at any time upon notice to the other party. In the event Consultant terminates this Agreement prior to providing all of the Services, Consultant shall refund the Fees paid to the Consultant pursuant to Section 2 of this Agreement.

4) Independent Contractor Relationship. Consultant is an independent contractor and is not an employee, servant, partner or joint venturer of Company. Company shall determine the work to be done by Consultant, but Consultant shall determine the legal means by which it accomplishes the work specified by Company. Company is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes Consultant; moreover, Consultant shall indemnify Company for any claims of taxes owed on sums paid to Consultant. Neither Consultant nor its employees shall be entitled to receive any benefits which employees of Company are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Company.

5) Indemnification. Company does hereby agree to defend, indemnify and hold harmless Consultant and its trustees, officers, employees, directors, agents, contractors, and servants from any and all claims and liabilities of any type or nature whatsoever arising out of any act, omission or negligence by Company, its officers, employees, directors, agents, contractors, or servants which may now or hereafter arise out of or result from or in any way be related to the provision of services pursuant to this Agreement.

6) Confidential Information. Consultant understands and agrees that it shall receive and contribute to the Company's Confidential Information. Consultant shall keep secret all such Confidential Information and will not make known the same to any person, firm, or corporation without first obtaining the written consent of Company. At any time Company may so request, Consultant shall turn over to Company all charts, notes, memoranda, notebooks, spreadsheets, databases or other documents made, compiled by, or delivered to it concerning any such Confidential Information, including copies thereof in its possession, it being agreed that the same and all information contained therein are and shall remain at all times the property of Company. The non-disclosure covenants and agreements contained in this section shall be continuing in nature, such that they shall continue to bind Consultant after the termination of its consulting relationship with Company. Consultant further acknowledges and

agrees that Company will suffer great loss and damage if, at any time, Consultant should disclose information about such business to anyone, and that it may be difficult or impossible to compute the amount of such loss or damages, thereby leaving Company without adequate legal remedy should Consultant violate the covenants of this Agreement. Consultant acknowledges that the covenants and conditions of this Agreement are reasonable and necessary for the protection of Company's business.

7) HIPAA Compliance; Business Associate Agreement. The parties hereto intend to comply with the Health Insurance Portability and Accountability Act ("HIPAA"). The parties acknowledge that Consultant is a "business associate" under HIPAA. The parties hereby agree as follows:

a) Definitions.

(I) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(II) Specific definitions:

A. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Clear Aligner Education & Lee Boyd DMD.

B. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Company

C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(b) Obligations and Activities of Business Associate. The Business Associate agrees to:

(I) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(II) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(III) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(IV) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(V) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(VI) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(VII) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(c) Permitted Uses and Disclosures by Business Associate.

(I) Business associate may only use or disclose protected health information as necessary to perform the Services and the Additional Services described in this Agreement.

(II) Business associate may use or disclose protected health information as required by law.

(III) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(IV) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

A. Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

B. Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Business associate may provide data aggregation services relating to the health care operations of the covered entity.

(d) Covered Entity's Privacy Practices and Restrictions. Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(e) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

(I) Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

(II) Destroy the remaining protected health information that the business associate still maintains in any form;

(III) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

(IV) Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out herein above; and

(V) Destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(VI) The obligations of business associate under this Section shall survive the termination of this Agreement.