

INFORMED CONSENT AGREEMENT

Your dentist has recommended the SmileMate® system for the assessment of your dental, periodontal and orthodontic needs. Although dental treatments can lead to a healthier and more attractive smile, you should also be aware that any treatment have limitations and potential risks that you should consider before undergoing a treatment.

SERVICE DESCRIPTION

SmileMate® is an assessment tool in dental, periodontal and orthodontic care. The SmileMate® application enables a patient to submit records to a dentist using smartphones and a cheek retractor for the purpose of assessing their dental health and reviewing possible treatment options. With the help of the dentist, the SmileMate® application guides the patient through the process of taking the scans. When all images are taken, they are automatically uploaded to the SmileMate® doctor platform. In no way can SmileMate® replace the expertise of your dentist. Therefore, you still need to follow the recommendations of your dentist. Please be aware that SmileMate® does not provide any clinical diagnosis and is intended to be used under a dentist's care only. To discuss your treatment in detail, please talk to your dentist.

BENEFITS

Patients

- Objective and comprehensive assessment of their dental, periodontal and orthodontic needs
- Overview of possible treatment options

Dentists

- Comprehensive assessment their patient dental, periodontal and orthodontic needs
- Engagement tool to discuss possible treatment options with the patient

RISKS AND INCONVENIENCES

Like other dental assessments, the use of SmileMate® product(s) may involve some of the risks outlined below: (i) In rare instances, irritation may occur due to the cheek retractor wear; (ii) In rare instances, allergic reactions to the cheek retractor may occur; (iii) In certain instances, the upload of the records may not occur

PERSONAL DATA PROCESSING

SmileMate® takes the protection of the Patient's personal information very seriously. SmileMate® processes the following Patient's personal data:

Sensitive personal data

- First Name, Last Name, Age
- Email address, Phone number, Mailing address
- Type of device used by the Patient
- Device Id
- Pictures of the Patient's mouth

SmileMate® does not collect nor process the personal data from children under the age of 13, without the explicit consent from a parent or guardian.

SmileMate® processes the Patient's personal data for the following purposes:

- Perform the services described in the Service description
- Implement validation tests to ensure service continuity
- Improve the quality of service
- Implement clinical studies
- Develop new functionalities to increase the Patient's benefits in using SmileMate®

SmileMate® follows data minimization principles, and has set up the following measures:

- Pseudonymization and anonymization techniques whenever it is technically feasible
- Personal data access is restricted to the sole employees that need to access personal to perform the services described in the Service description. A regular review of access rights is performed by the IT department to ensure that.

SmileMate® has implemented state of the art IT security measures to protect the Patient's personal data, and regularly performs penetration tests to detect any breach vulnerability. In order to achieve the above-mentioned purposes, SmileMate® shares the Patient's personal data with the following third parties:

- Certified dentists and/or orthodontists
- Organizations that employ certified dentists and/or orthodontists
- Research centers
- Certified health data hosting companies
- Companies that use SmileMate®'s system

- Subsidiaries of SmileMate®
- Companies that provide processing tools to SmileMate®

In order to ensure that these transfers are done in the most secure way, SmileMate® verifies that these third parties have taken the necessary measures to comply with the data privacy legal requirements.

Some of these third parties may be located abroad or may host the Patient's data abroad. For these specific cross-border data transfers, SmileMate® is setting up specific data privacy contractual clauses with these third parties, to ensure that these third parties apply protective measures to the Patient's personal data that respect the Patient's country's legal requirements.

At anytime, the Patient can contact SmileMate® in order to exercise the following rights:

- Right to access to Patient's personal data
- Right to modify or erase the Patient's personal data, subject to the legal requirements applicable in the Patient's country
- Right to restrict to personal data processing
- Right to oppose to personal data processing
- Right to personal data portability

SmileMate® only keeps the Patient's personal data for the duration set by the legal requirements in force in the Patient's country.

INFORMED CONSENT

I have been given adequate time to read and have read the preceding information describing dental assessment using the SmileMate® system. I understand the benefits, risks, alternatives and inconveniences associated with the assessment as well as the option of not taking the assessment. I have been sufficiently informed and have had the opportunity to ask questions and discuss concerns about dental assessment using SmileMate® support with my dentist.

I acknowledge that my dentist and SmileMate® have not and cannot make any guarantees or assurances concerning the outcome of my assessment and treatment recommendations.

I understand that SmileMate® is not a provider of medical, dental or health care services and does not and cannot practice medicine, dentistry or give medical advice. No assurances or guarantees of any kind have been made to me by my dentist nor by SmileMate®.

I authorize my dentist to release my medical record and medical information in his/her possession: (i) to other licensed dentists/orthodontists and organizations employing licensed dentist/orthodontists and SmileMate®, its representatives, employees, successors, assigns, and agents for the purposes of providing a more accurate assessment and/or treatment recommendation. (ii) for educational and research purposes. I understand that use of my Medical Records may result in disclosure of my "individually identifiable health information" as defined by the Health Insurance Portability and Accountability Act ("HIPAA"). I hereby consent to the disclosure(s) as set forth above.

I will not, nor shall anyone on my behalf seek legal, equitable or monetary damages or remedies for such disclosure. I acknowledge that use of my Medical Records is without compensation and that I will not nor shall anyone on my behalf have any right of approval, claim of compensation, or seek or obtain legal, equitable or monetary damages or remedies arising out of any use such that comply with the terms of this Consent.

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