

PRIVI PROGRAM ADDENDUM

PatientFi, LLC

This *PRIVI Program Addendum* (“Addendum”) sets forth the rights and obligations of the Provider with regard to the PRIVI Program offered by Privi, LLC, an Affiliate of PatientFi, to Providers in addition to the Services offered through PatientFi under the Master Provider Agreement executed between the Provider and PatientFi. This Addendum is made pursuant and in addition to all rights, obligations, representations, warranties, and covenants contained in the Master Provider Agreement to which this Addendum is incorporated by reference. All references to PatientFi within this Addendum include its Affiliates, further including but not limited to Privi, LLC, as defined in the Master Provider Agreement.

(1) THE PRIVI SYSTEM.

PatientFi through its affiliate, PRIVI, has developed an additional cloud-based tool and web-based system through which participating healthcare providers may offer various payment options to patients (the “*PRIVI System*”). PRIVI is a membership platform that enables Providers to offer their Members a way to pay over time for a Treatment Plan via recurring monthly membership payments. PRIVI offers a comprehensive set of tools and features for Providers to customize the Treatment Plan experience including membership incentives, scheduling, automatic appointment reminders, and much more all from the PRIVI System. Providers will receive funds upfront in full for the Treatment Plans their Members select and the Members also receive access to a mobile enabled portal to review their Treatment Plans, appointments, payment history, educational content and other resources.

The Parties’ rights and obligations regarding the use of the PRIVI System are subject to all rights and obligations applicable to the provision and use of the PRIVI System as described in the Master Provider Agreement. In exchange for the Provider’s agreement to the terms of the Master Provider Agreement and this Addendum and payment of amounts required hereunder, including the Program Fee described herein, PatientFi hereby grants, and the Provider hereby accepts, a non-transferable, non-exclusive license (without right to sublicense), to use the PRIVI System for the sole and limited purpose of providing payment options to its patients as set forth in this Addendum and will provide the services described in the Master Provider Agreement and this Addendum according to the terms and conditions state therein (the “*Service*” or the “*Services*”). PatientFi will provide access to the PRIVI System to Provider and its patients to access options to pay for treatment plans, which may include: (A) available Services; and (B) a method to make payments toward future Procedures, treatments, and products. To be eligible for such payment options, patients must agree to the PRIVI Membership Agreement. Through the PRIVI Membership enrollment process, PatientFi will evaluate the patient for potential eligibility for available Services and/or other payment methods. Once enrolled in the PRIVI Membership Program, patients may access the types and the scheduled dates and frequency of Procedures, treatments, and products (collectively, the “*Treatment Plan*”) and the total costs of the Treatment Plan determined by the Provider and Patient.

(2) PRICING SCHEDULE.

The amounts below represent the fees and charges the Provider must pay for access to and use of the PRIVI System (the “*Program Fees*”) which may be updated from time to time at PatientFi’s discretion pursuant to Section 33 of the Master Provider Agreement.

Program Fees:

- (a) Upon execution of this Addendum, the Provider shall make monthly service fee payments of \$399.00 per month for access to the PRIVI System. A 10% discount will be applied to the monthly service fees if paid annually in one payment.
- (b) The Provider shall make monthly member fee payments of \$4.99 per Patient that agrees to the PRIVI Membership Agreement and enrolls in the PRIVI Membership Program (the “*Member*”).
- (c) The Provider shall pay a discount rate of 3.99% of any transaction amount a Member approves on the PRIVI System.
- (d) The Program Fee payments can be paid monthly or yearly through the subscription method identified by the Provider in **Exhibit A** of this Agreement.

(3) AGREEMENT FOR PAYMENT OF TREATMENT PLANS BY PATIENTS.

The Provider appoints and designates PatientFi as a limited purpose agent for and attorney-in-fact of the Provider, solely for the purpose of receiving amounts owed with respect to Treatment Plans from Patients and then remitting or applying such amounts as agreed or directed by the Provider.

(4) PATIENT CONTRACT PURCHASE APPROVALS.

In accordance with procedures PRIVI and PatientFi implement from time to time under the Master Provider Agreement and this Addendum, the Provider may submit information through the System or through the PRIVI System as directed by PatientFi for PatientFi's review with respect to any Application for which the Provider seeks Approval. PatientFi will promptly process and review each Application and communicate any Approval or declination of an application. A Purchase Approval Period of 120 calendar days applies to the initial Purchase Approval decision by PatientFi. For any Subsequent Approval decision made by PatientFi, the Purchase Approval Period equals the days that remain in the existing and unexpired Purchase Approval Period. Each Party agrees not to obtain or use medical information, as defined by the federal FCRA and its implementing regulations, about any Patient to determine the Patient's eligibility or continued eligibility for credit, except to the extent and in the manner authorized by the FCRA and other applicable laws.

(5) CONDITIONS TO PURCHASE OF PATIENT CONTRACTS.

Any Patient Contract purchased by and assigned to PatientFi or its affiliates from the Provider is subject to the conditions described in this Section. The Patient must be the individual identified as the Applicant in the Approval. The Treatment Plan must have been completed and unconditionally accepted by Patient, as reflected on a properly completed and signed Completion Certificate submitted to PatientFi before expiration of the Purchase Approval Period, except that PatientFi may waive this condition at any time in its sole discretion. Each representation, warranty, and covenant made by the Provider in the Master Provider Agreement, including this Addendum, must be true and correct. No Default of the Master Provider Agreement, including this Addendum, by the Provider must have occurred and no Patient complaints, disputes or claims of any nature whatsoever must have occurred, except those that have been fully and finally resolved. PatientFi reserves the right to suspend the purchase of any additional Patient Contracts while any complaints, disputes or claims of any nature whatsoever are unresolved. Each Patient Contract must be fully and properly completed on a form provided by PatientFi and enforceable against Patient.

If the Provider has authorized use of the PRIVI System and assignment of user credentials and passwords to a Provider employee or representative, the Provider agrees that (i) submissions and assignments of a Patient Contract by such Provider employees and representatives are binding and effective as Assignments of a Patient Contract by the Provider; and (ii) PatientFi may rely on instructions given by any such Provider employees and representatives until the Provider confirms that PatientFi has received and had a reasonable opportunity to act on the Provider's instructions to cancel the authority of any such employee or representative to use the System and/or the PRIVI System. Where such conditions have been met, PatientFi may in its discretion take a complete and irrevocable Assignment of a Patient Contract, subject only to the Provider's Payment Obligations under Section 9 of this Addendum and to PatientFi's rights and remedies in the event of default under Section 18 of the Master Provider Agreement and Section 10 of this Addendum, after PatientFi delivers the Purchase Amount to the Provider.

(6) THE PROVIDER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

To induce PatientFi to enter into the Master Provider Agreement, including this Addendum, and to purchase a Patient Contract subject to the then current Program Fee Schedule and Contract Purchase Schedule, the Provider makes the following continuing representations, warranties and covenants with respect to each Patient Contract tendered to PatientFi for purchase:

- (a) Unless otherwise agreed to by the patient, Provider will not increase the cost of any Procedure, treatment, and/or product reflected in a Treatment Plan on or before the dates reflected within the Treatment Plan for such Procedure, treatment, and/or product, and will perform and/or provide each Procedure, treatment, and/or product on the dates scheduled within the Treatment Plan.
- (b) Provider has performed and/or provided each Procedure, treatment, and/or product as stated within the Treatment Plan and confirmed in the Completion Certificate provided to PatientFi.
- (c) Before making any request for Program financing, the Provider requested, inspected, and retained a copy of an approved form of unexpired government-issued identification from each individual associated with a request for Program financing (either by requesting and inspecting: (A) a state-issued driver's license (preferred) or other

form of state-issued identification card that includes a photograph; (B) a U.S. passport; (C) U.S. military identification; (D) tribal identification; (E) a non-U.S. passport issued by an identified country of issuance, with a corresponding number; (F) a government-issued alien identification card; or (G) a government-issued visa travel document that includes a photograph). Based on this inspection, the Provider did not identify, nor should it have identified, any discrepancy between the photograph and other identifying information displayed on an approved form of government-issued identification with the appearance and other identifying information of any such Patient. If the Provider identified any discrepancy between the physical appearance and identifying information of any such Patient and their approved form of government-issued identification, the Provider did not assist or allow any such individual to request and obtain Program financing and the Provider promptly notified PatientFi about any such determination made by the Provider.

(d) All material information contained in the Application was provided by the Patient, and the Patient indicated his or her intent that the Provider submit the Application on Patient's behalf. The Provider has in its possession and will hold for PatientFi, or deliver to it promptly upon request during the term of the Patient Contract and for six (6) months after its termination, any permit(s) required to be obtained in connection with the Treatment Plan and all other documents and information relating to the Treatment Plan customarily maintained by the Provider or required of it to comply with applicable law (the "**Transaction Documents**").

(e) If a Patient Contract is a Subsequent Contract, the Provider and Patient each intended, when such Subsequent Contract was executed, for such Subsequent Contract to supersede any and all previously executed Patient Contract financing the purchase of any treatments or services financed by any such Subsequent Contract.

(f) No employee or other representative of the Provider has made any statement or representation to Patient that conflicts with any term or provision in the Patient Contract. Each of the Patient Contracts and Transaction Documents is genuine and has been properly completed and executed by the Provider and/or Patient to the extent required by applicable law, the Master Provider Agreement, including this Addendum, and PatientFi. The persons signing the Patient Contract as Patient will be the primary beneficiaries of the Treatment Plan corresponding to such Patient Contract. The signatures of the Provider, its employees, Patients and makers or endorers of the Patient Contract are genuine and authorized and such individuals and/or business entities have the capacity and/or authority to enter into such Patient Contract. All actions taken by an employee or representative who is authorized to use the System by the Provider are actions authorized by the Provider for purposes of the Master Provider Agreement, including this Addendum, and such actions are authorized by and binding on the Provider. The Provider appoints PatientFi and any of its designated officers, employees, or agents, as the Provider's duly authorized attorney-in fact, with full power of substitution, for the limited purpose of signing the name of the Provider and any of its duly authorized officers, employees, or agents as a counterparty to any Patient Contract already signed by a Patient and any joint obligor, and then submitted by or on behalf of the Provider through the System.

(g) The cash price of the Treatment Plan shown on the Patient Contract is the "cash price" of such Treatment Plan as defined by applicable law and the price charged by the Provider for substantially similar Treatment Plan in cash transactions. The amount of any down payment disclosed in each Patient Contract was in fact received by the Provider in the agreed upon form from the Patient. The Provider has not imposed on the Patient, whether in the form of an increase in the price of the Treatment Plan, a fee, a surcharge, or otherwise, any additional cost as a result of Patient's application for or use of the Patient Contract. The Patient has no claims or defenses, or potential claims or defenses, against the Provider that may be potentially asserted as affirmative defenses or set-offs against any claim asserted by PatientFi in attempting to collect under the Patient Contract.

(h) In entering into the Patient Contract assigned pursuant to the Master Provider Agreement, including this Addendum, the Provider has fully complied with and not violated any applicable laws, including without limitation those that prohibit unfair, deceptive or abusive acts or Providers; those that relate to the confidentiality and security of information about Patients; and those that relate to extensions of credit evidenced by a Patient Contract. The Provider has answered all Patient questions about the Patient Contract fully and accurately and in conformity with the training materials provided by PatientFi. The Provider has fully complied with and not violated any federal or state fair lending laws that prohibit discriminatory credit Providers on the basis of race, color, religion, national origin, sex, marital status, age (provided the credit applicant has the capacity to contract under state law), the receipt of income from a public assistance program, the exercise of rights under the federal Consumer Protection Act, any type of handicap, and/or familial status. The Provider has not engaged and does not engage in any act that might form the basis of a claim or demand under federal or state law or regulation for any potential actual damages, punitive damages, penalties, fines or other relief that may be assessed for improper credit acts or Providers.

- (i) The Provider will not offer for sale to PatientFi any Patient Contract for a Patient who is, or is an immediate family member of, an owner, directors, officers, members, managers, representatives of the Provider. This provision does not apply to Provider employees or family members of Provider employees who do not have any ownership interest in the Provider.
- (j) All required registrations, licenses, certifications, surety bonds, security deposits, and insurance required by applicable law in any location where located and where required to originate Patient Contracts and complete all obligations as contemplated within the Master Provider Agreement, including this Addendum.

(7) PROCEDURE FOR SALE OF PATIENT CONTRACTS.

When each condition in Section 4 of this Addendum has been satisfied for a Patient Contract and each representation, warranty, and covenant in Section 8 of the Master Provider Agreement and Section 5 this Addendum, is true and correct as to such Patient Contract, the Provider shall deliver the Patient Contract, the fully completed and signed Application, the fully completed and signed Completion Certificate, and the fully completed and signed Assignment (the “**Contract Documents**”) to PatientFi in a manner designated by PatientFi (including, without limitation, by use of the System). If, after review of the Contract Documents, PatientFi in its sole discretion finds the Contract Documents are in order and have been completed and presented in accordance with procedures prescribed from time to time by PatientFi, and so long as the Provider is not in default of the Master Provider Agreement, including this Addendum, PatientFi shall cause the Provider to be paid the Purchase Amount by electronically transferring such funds to an account designated by the Provider. Notwithstanding anything to the contrary stated on any Patient Contract or Assignment (including without limitation any recourse or nonrecourse assignment provisions), the Provider acknowledges all Patient Contracts that PatientFi purchases from the Provider shall be subject to the terms and conditions in the Master Provider Agreement, and that in the event of any conflict between this Master Provider Agreement and any Assignment or Patient Contract, the terms of the Master Provider Agreement, including this Addendum, shall prevail.

(8) DELIVERY OF PAYMENTS FROM PATIENT.

This Section applies only when the Provider itself receives payments from a Patient that are due under a Patient Contract after its Assignment to PatientFi. If the Provider receives any payment from a Patient on a Patient Contract on or after the date of its Assignment to PatientFi, the Provider agrees to hold such payment in trust for PatientFi and immediately remit it to PatientFi in the form in which such payment was received. The Provider irrevocably appoints PatientFi as the Provider's limited purpose attorney-in-fact, with full power of substitution, to endorse without recourse the Provider's name on any such checks made payable to the Provider as payment under a Patient Contract after its Assignment to PatientFi.

(9) THE PROVIDER'S PAYMENT OBLIGATIONS.

(a) If any payment due under a Patient Contract is not made when due and Patient asserts a claim that relates to the Treatment Plan (including if the Treatment Plan was not received altogether, was not accurately received as intended or was not received on the date as planned) or the accuracy of the Amount Financed shown in the Patient Contract for the Treatment Plan, then the Provider shall repurchase such Patient Contract without recourse from PatientFi, unless PatientFi determines, in its sole discretion and after reasonable investigation, that any such claim is groundless or asserted in bad faith. PatientFi shall be under no obligation to conduct such an investigation and may demand that the Provider repurchase the Patient Contract based solely upon the Patient's assertion of the defense or counterclaim. The Provider shall complete any such repurchase within 10 calendar days of PatientFi's notification to the Provider for an amount equal to the unpaid balance of the Amount Financed.

(b) If PatientFi determines that a Patient Contract has been incorrectly, improperly, or fraudulently completed or executed, or that a document to be delivered or action to be taken by the Provider under this Addendum or any Patient Contract was incorrect or incomplete, and PatientFi requests the Provider to take any lawful remedial action with respect thereto (including in appropriate cases obtaining a replacement or corrected Patient Contract or other document), the Provider shall, within 10 calendar days of PatientFi's notification to the Provider, either comply with such request or repurchase any such Patient Contract without recourse to PatientFi for an amount equal to the unpaid balance of the Amount Financed.

(c) Regardless of any contributory action, inaction, negligence or liability by PatientFi and regardless of whether any judgment or other judicial or other determination has been made in connection therewith, the Provider agrees to save, indemnify and hold PatientFi harmless to the full extent of any and all liabilities, settlements, fines, penalties, judgments, awards, fees (including but not limited to attorney's fees), expenses and/or costs which may be incurred or expended by PatientFi in connection with any claim (including any counterclaim or holder in due

course allegation), demand, administrative proceeding, arbitral proceeding or lawsuit of any nature whatsoever ("**Repurchase Claim**"), which may be directed to or asserted or brought against PatientFi or to which PatientFi may be made a party arising directly or indirectly out of: (i) disclosures made in a Patient Contract about the date on which the Treatment Plan was actually performed or provided and the accuracy of the Amount Financed shown in the Patient Contract for the Treatment Plan; and (ii) any alleged or actual fraud or intentional misrepresentations made or allegedly made by any employee or representative of the Provider. PatientFi shall be entitled to engage separate counsel of PatientFi's choice, to control and determine without the Provider's consent all aspects of the conduct, defense, and/or settlement of the matter, and to be promptly reimbursed by the Provider within 15 calendar days of demand for all amounts incurred or expended by PatientFi in connection therewith.

(d) Upon the occurrence of a Repurchase Claim, PatientFi may, in its sole discretion, require the Provider to repurchase the Patient Contract relating to such Repurchase Claim. Such repurchase shall be made within 10 calendar days of PatientFi's notification to the Provider for an amount equal to the unpaid balance of the Amount Financed.

(e) The Provider shall satisfy any Payment Obligation by (i) delivering to PatientFi a cashier's check or money order in the full amount of such Payment Obligation to an address designated by PatientFi, (ii) initiating an ACH credit entry to an account designated by PatientFi pursuant to a separate authorization, or (iii) authorizing PatientFi to initiate an ACH debit entry of an account designated by the Provider pursuant to a separate authorization. The Provider agrees that its Payment Obligations, on and after the date it becomes due and payable to PatientFi, may be satisfied by PatientFi deducting any amounts due under the Master Provider Agreement, including this Addendum, from any amounts payable by PatientFi under the Master Provider Agreement, including this Addendum, and/or by PatientFi initiating ACH debit entries to any deposit account designated by the Provider pursuant to a separate authorization, until the Provider's Payment Obligation to PatientFi is fully paid and satisfied. The Provider may revoke and cancel any prior authorization for PatientFi to initiate ACH debit entries to the Provider's designated deposit account only to the extent and in the manner described in the Provider's ACH payment authorization to PatientFi.

(f) Except as otherwise provided in the Master Provider Agreement and in any applicable Assignment, PatientFi's purchase of any Patient Contract from the Provider shall be without recourse to the Provider.

(10) EVENTS OF DEFAULT.

In addition to the events of default described in Section 17 of the Master Provider Agreement, if the Provider exercises or attempts to exercise any rights as a creditor under a Patient Contract other than as expressly provided herein, the Provider shall be in default of the Master Provider Agreement, including this Addendum. Further, in the event PatientFi determines, in its sole discretion, that the Provider's Patient Contracts are experiencing an excessive amount of chargebacks or attempted chargebacks, in addition to any other remedies available to PatientFi under the Master Provider Agreement, including this Addendum, PatientFi may terminate the Provider's access to the System or Program or may impose any terms and conditions on the Provider that PatientFi deems appropriate. Any determination by PatientFi that the Provider is experiencing an excessive amount of chargebacks shall be deemed an event of default under Section 17 of the Master Provider Agreement and shall be subject to the remedies provided for an event of default. In addition to all rights and remedies described in Section 18 of the Master Provider Agreement, such PatientFi rights and remedies in the event of default by the Provider shall include: (i) requiring the Provider to repurchase from PatientFi, at an amount equal to the unpaid balance of the Amount Financed, any Patient Contract under conditions established by the Master Provider Agreement, including this Addendum; and (ii) exercising any or all of its rights and remedies against the Provider's interest in any Patient Contract, under any other agreement between the Provider and PatientFi, or as otherwise available to PatientFi at law or in equity without notice to the Provider except as required by law.

(11) TERM AND TERMINATION.

Notwithstanding the termination rights described in Section 13 of the Master Provider Agreement, any termination notice given while there are Patient Contracts outstanding will serve only to terminate the Provider's right to access the System and/or the PRIVI System and submit new Applications for credit in connection with the Program. All other provisions shall remain in effect until such time as the Provider no longer has any Patient Contract in the Program. Such termination under Section 13 of the Master Provider Agreement shall not release the Provider from any obligations of payment or performance under the Master Provider Agreement for any Patient Contract not paid in full or repurchased by the Provider prior to termination, including any Payment Obligation owed to PatientFi by the Provider that may arise after termination, nor shall termination of this Master

Provider Agreement cancel or limit the exercise by PatientFi of rights and remedies authorized by this Master Provider Agreement and/or by applicable law. These Term and Termination rights and obligations under the Addendum are in addition to the Term and Termination rights and obligations under Section 13 of the Master Provider Agreement.

The Program Fees for the Addendum term shall begin as of the date the Provider signs this Addendum and continue in full force and effect for a period of one (1) year (the "Initial Term"), unless earlier terminated in accordance with this Section or Section 13 of the Master Provider Agreement. The Addendum and Program Fees shall be renewed for successive terms of 12 months each (each a "Renewal Term") without further action by the Parties unless any Party provides written notice of its intention not to renew to the other party not less than sixty (60) days prior to the end of the then-current term. The Initial Term and any renewal Terms shall be collectively referred to as the "Term."

(12) DEFINITIONS.

Capitalized terms used in this Addendum and not otherwise defined herein or in the Master Provider Agreement have the meanings given to them below:

(a) "**Amount Financed**" means the dollar amount of the Treatment Plan that Patient agrees to finance and purchase from the Provider, properly disclosed as such in a given Patient Contract.

(b) "**Application Approval**" means approval by PatientFi, in its sole discretion, of an Application.

(c) "**Application Approval Period**" means the period of time following PatientFi's notification of a given Approval to the Provider during which Application Approval will remain valid.

(d) "**Approval**" means the combined RIC Application Approval and Purchase Approval that results from an RIC Application.

(e) "**Approval Amount**" means the dollar amount corresponding to a given Approval.

(f) "**Assignment**" means the sale, transfer and assignment by the Provider to PatientFi of a Patient Contract.

(g) "**Contract Documents**" means those documents and instruments that must be delivered to PatientFi in connection with each Patient Contract under Section 6(b) of this Addendum and such other documents as PatientFi may require.

(h) "**Contract Purchase Schedule**" means the current schedule of Purchase Amounts, Purchase Discount Rates and other terms set forth in such schedule and published by PatientFi for purchasing from the Provider a Patient Contract, as may be amended from time to time by PatientFi in its sole discretion pursuant to Section 33 of the Master Provider Agreement and as made available to the Provider through the System.

(i) "**Maximum Amount Financed**" means a dollar amount equal to the Approval Amount most recently communicated to the Provider by PatientFi.

(j) "**Minimum Amount Financed**" means a dollar amount equal to the minimum financing amount of a RIC that PatientFi establishes from time to time and communicates before or with Approval of any such RIC.

(k) "**Patient Contract**" or "**RIC**" means a consumer purpose retail installment contract executed by the Provider and a Patient, including a promise to pay by the Patient and disclosure statement, on a form generated through the Program, that results from an Approval which will allow the PatientFi to direct funds to cover the costs of the treatment to the Provider upfront.

(l) "**Purchase Amount**" means the dollar amount at which PatientFi agrees to purchase a Patient Contract from the Provider, equaling the Amount Financed *minus* the amount of the corresponding Purchase Discount Rate.

(m) "**Purchase Approval**" means the agreement by PatientFi to purchase a Patient Contract resulting from a given Approval, subject to the terms and conditions of this Addendum.

(n) "**Purchase Approval Period**" means the period of time following PatientFi's notification of a given Approval to the Provider during which Purchase Approval will remain valid.

(o) "**Purchase Discount Rate**" means a percentage of the Amount Financed used to calculate the Purchase Amount, as disclosed on the Contract Purchase Schedule.

(p) "**RIC Applicant**" means an Applicant seeking to purchase a Procedure, treatment and/or product under a Treatment Plan from the Provider and finance all or any portion of the purchase price under a Patient Contract

(q) "**Subsequent Application**" means any Application submitted by a RIC Applicant during the Purchase Approval Period.

Exhibit A
Service Fee Billing Options

I. Annual Subscription (10% Discount)

- Please bill us at the annual rate for access to the PRIVI System and receive a 10% discount.
Annual Rate: One (1) payment of \$4,788.00 – 10% discount = **\$4,309.20 total**.

II. Monthly Subscription

- Please bill us at the monthly rate for access to the PRIVI System.
Monthly Rate: \$399.00 per month, for twelve (12) months (**\$4,788.00 total**).

We will bill you by charging the amount you select above via ACH to the account information you have on file with PatientFi or another payment method you select (if available).

Please note, your selection above only applies to the monthly service fee. You will be billed separately for the monthly member fee.