

NuBrace

Pricing, Terms & Conditions for NuBrace*

Valid in United States and Canada

All prices in US dollars. Prices and terms subject to change by NuBrace without notice.

Treatment Options

NuBrace* Full **\$1,250** (For Clinical Assessment Doctors, first 2 patients will be @ \$750 /patient)

Price includes 12 pairs of aligners, lab slip assistance for every phase of treatment and shipping, for dual or single arch treatment.

NuBrace* Short **\$750**

Price includes 6 pairs of aligners, lab slip assistance for every phase of treatment and shipping, for dual or single arch treatment.

NuBrace Additional NuBrace (pair) **\$250**

Price includes 1 additional pair of aligners, lab slip assistance and shipping, for dual or single arch treatment.

NuBrace Teen* **\$1,450** (Patent Pending NuBrace Windows will enable NuBrace treatment for mixed dentition)

Price includes shipping and up to six (6) single arch replacement NuBrace.⁵

Additional Services

NuBrace Retainer (shipping not included)..... \$50

Replacement NuBrace (shipping not included). \$50

Final Retainers (4 new retainers over 12 months)

Dual Arch (shipping included)..... \$275

Single Arch (shipping included)..... \$185

Additional Impression(s) for Finito Retainers (shipping not Included)..... \$75

TERMS & OONDITIONS

INTRODUCTION

NuBrace, Inc. has developed a series of clear polymer, removable devices that either retain teeth or move teeth in small increments from their original state to a more ideal treated state. NuBrace has also developed Clinician's Lab Slip Request* software, a proprietary 3D computer application for tooth movement from the beginning stage to the final position on a monthly basis for an estimated one year period.

NuBrace trains doctors to use NuBrace products with an online seminar consisting of approximately 400 slides. After completing the necessary training, doctors can develop treatment plans for specific patients incorporating use of the NuBrace software to assist in creating a treatment plan. This plan is communicated to NuBrace by going on line and completing a Lab Slip based on the clinician's treatment plan. NuBrace also has "Lab Assistance" whereby NuBrace clinicians will give a treatment plan recommendation must be approved by the clinician by clicking on "Approved" prior to commencement of NuBrace aligner fabrications. Upon approval from the doctor, NuBrace will use the Clinician's Lab Slip Request treatment plan to develop one pair of aligners on a monthly basis per lab slip. The clinician has an option of modifying their lab slip on a monthly basis or to keep the same plan throughout the patient treatment. Hence, NuBrace Slogan is, "Dentist Exact Not Computer Projected."

The following terms and conditions are in effect as of the date of the receipt of your Order, as applicable, and will constitute an agreement between you ("Doctor*") and NuBrace (the "Agreement").

PRODUCT USE AND DOCTOR RESPONSIBILITY

NuBrace is not a provider of medical, dental or health care services and does not and cannot practice medicine, dentistry or give Medical advice. NuBrace will not initiate, edit or modify a patient's Clinician's Lab Slip Request treatment plan. NuBrace may from time to time provide information or recommendations to Doctor; however, NuBrace will not control or pressure Doctor in the exercise of Doctor's professional judgment. Decisions about treatment of a patient are to be made by Doctor, and Doctor is solely responsible for review and approval of Clinician's Lab Slip Request treatment plans to determine whether NuBrace products are appropriate for a specific patient, use or application, diagnosis & treatment of each patient and the resulting outcome. Some NuBrace product offerings incorporate default or preset treatment staging protocols which are accepted by the Doctor as part of his/her prescription when submitting an order to which these protocols apply. Information can be accessed via www.NuBrace.com and/or the NuBrace Doctor Site at time of order submission. It is within Doctor's sole discretion to implement any of NuBrace recommendations, including but not limited to proceeding with order submission.

Each order is subject to acceptance by NuBrace, and will become a binding contract only if accepted by NuBrace. NuBrace treatment options are only available to currently licensed orthodontists and dentists (Clinicians) that have passed the online seminar and maintained their customer standing. NuBrace may require Doctor to submit feedback regarding a patient's treatment with the NuBrace system upon case completion.

DESCRIPTION OF PRODUCTS AND SERVICES

NuBrace Services

NuBrace offers services containing factual advice and documentation for use by the doctors in creating or evaluating the effectiveness of a proposed Clinician's Lab Slip Request treatment plan. The services are not a substitute for dental or medical advice, and Doctor has the sole responsibility for evaluating whether a Clinician's Lab Slip Request treatment plan is appropriate for a specific patient.

If Doctor requires further guidance, treatment planning services may be available through independent third parties. NuBrace assumes no liability or responsibility for Clinician's Lab Slip Request treatment plans. It is a Doctor's responsibility to adhere to HIPAA laws and regulations.

NuBrace

The NuBrace may be used by a doctor to treat a patient's upper and/or lower arch. All NuBrace are manufactured to cover the teeth captured in the impression; however, the scope of the Clinician's Lab Slip Request treatment plan will vary depending on the treatment methodology and prescription submitted by Doctor. Replacement NuBrace may be ordered as needed if a NuBrace has been lost or damaged; however, additional fees may apply.

NuBrace Full

NuBrace's foundation treatment option straightens teeth with a series of removable, virtually invisible NuBrace that provides an opportunity to treat a full spectrum of patients.

NuBrace Short

A shorter-duration NuBrace treatment of ten (10) stages or less subject to specific clinical criteria for NuBrace as a precursor for pre-restorative work and treating minor crowding/spacing cases.

NuBrace Lab Assistance (For limited time, this is a free option to all NuBrace Clinicians for all their patients)

Allows the Clinician to get help on the lab slips and upon receipt and review the Clinician must approve prior to commencement of aligner fabrication. This additional built-in support is offered throughout the entire treatment process. Best suited for esthetically oriented treatments.

NuBrace Teen

A NuBrace treatment with special features that address the unique needs of non-adult comprehensive patients. May Only be purchased on-line through the NuBrace Doctor Site. The patent pending technology of using Windows in areas where there are mixed dentition permits loss of primary teeth to be replaced by permanent teeth. This may require additional impressions but no additional fees to the clinician.

NuBrace* Retainers

NuBrace retainers are similar in appearance to NuBrace; however the retainers are made of a thicker material and are designed to maintain the final position of the teeth. Retainers are fabricated based upon the NuBrace stage requested by the Doctor, and no final impression is necessary. May only be purchased on-line through the NuBrace Doctor Site for patients currently in treatment using NuBrace or having completed treatment with NuBrace products.

Finito™ Retainers may be ordered for patients' currently in treatment or having completed treatment using NuBrace or for non-NuBrace patients. Patients will receive a new retainer four (4) times during a twelve (12) month subscription. Doctor may choose a Clinician's Lab Slip Request stage or to submit a new impression(s) for use in manufacturing the retainer(s).

PAYMENT AND SHIPPING POLICIES

Payment

Upon Doctor's submission of lab slip recommendation or NuBrace lab slip recommendation, of the order for NuBrace or Finito retainers, all charges are non-refundable. The prices stated herein are in U.S. dollars and are only valid in the United States. Doctor represents that the NuBrace product(s) will only be used in the United States. Orders are subject to NuBrace current Pricing, Terms & Conditions for NuBrace as of the order receipt date. Receipt of an order after any change to the Pricing, Terms & Conditions for NuBrace shall constitute conclusive evidence of your Acceptance of those terms.

Payment for initial NuBrace is due from Doctor within sixty (60) days of invoice date. All other products and fees are due within thirty (30) days of invoice date. The invoice date is the day the product is shipped to the doctor. A packing slip is enclosed with each shipment and invoices will be mailed separately. Shipping, handling and sales tax charges will be added to invoices where applicable or required by law. Additional fees may apply if a shipping method is requested other than NuBrace standard shipping procedure. Any invoice or other outstanding balance not paid by the invoice due date may be subject to a finance charge of one and one half (1.5%) percent per month, or the maximum amount allowed by law.

NuBrace does not accept payments from patients, including payments in the patient's name forwarded by Doctor. When Doctor submits and approves a lab slip treatment plan, Doctor is the party responsible for payment to NuBrace. Prices and other terms and conditions are subject to change by NuBrace without prior notice.

Cancellation Fees For Products.

NuBrace Full, NuBrace Short, NuBrace Assist and NuBrace Teen cases cancelled before lab slip is approved by the Doctor will not incur any cancellation fees. However, assessment of cancellation fees and/or deactivation of NuBrace account status may occur if a Doctor has an unreasonably high case cancellation rate. In such instances, Doctor may be subject to fees or cancellations.

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For all products, full lab fees will be applied as cancellation fees if a NuBrace order is cancelled after acceptance of the Clinician's Lab Slip Request treatment plan by doctor, via (I) Clinician's Lab Slip Request treatment plan approval; this includes retainer and replacement NuBrace orders. The cancellation fee is due within 30 days of cancellation. No refunds are available if a Finito retainer order is cancelled during the twelve (12) month subscription period.

Shipping

NuBrace are manufactured and shipped to Doctor within approximately 10 business days of approval of the Clinician's Lab Slip Request treatment plan Replacement NuBrace or retainers will be shipped within approximately 5 business days of NuBrace receipt of a request. NuBrace will make reasonable efforts to contact Doctor within * days of order receipt if the order submission is not complete. Incomplete order submissions will result in delays in manufacturing & shipping of products. Terms of shipment are F.O.B. shipping point.

INCORPORATION OF AUXILIARY TECHNIQUES

The outcome of the following movements are less predictable than other movements; however, doctors experienced with the NuBrace product(s) are finding an increased degree of success with these movements, and many doctors have incorporated simple auxiliary techniques to help achieve the desired outcome by using supplemental buttons, elastics or other auxiliary appliances in combination with the NuBrace:

- Severe de-rotations of cylindrically shaped teeth
- Complex extrusions (particularly of posterior teeth, high canines, and in closure of anterior open bites)
- Large translations (often associated with bicuspid extractions)

Doctor is responsible for the treatment outcome and any additional costs of auxiliary treatment used to achieve a desired outcome with the NuBrace products.

Some clinical techniques are not compatible with NuBrace and should be discussed prior to commencement. For example NuBrace is not compatible simultaneously while patient is under orthodontic treatment with other conventional techniques using wires, brackets, removable and or fixed orthodontic techniques. Further, NuBrace should commence following completion of all dental restorations and periodontal treatments to optimize bone and dental health during NuBrace treatment.

RECORDS

Records submitted to NuBrace become the property of NuBrace and will not be returned to Doctor. Records such as impressions require inspection and may be deemed unacceptable by NuBrace. If deemed unacceptable, replacement records will be requested. Physical materials such as impressions and study models will only be maintained by NuBrace for a short time period and are discarded and/or archived at the discretion of NuBrace.

Doctor authorizes NuBrace to use records, including but not limited to, impressions, patient information, x-rays, photographs and plaster models for internal use, purposes of orthodontic or dental consultations, education and research purposes, publication in professional journals or use in professional collateral materials, provided that such use does not include disclosure of a specific name, patient id, address or other personal information which would have the effect of specifically identifying the doctor or the patient, unless the appropriate consents are obtained.

GENERAL RISKS

NuBrace recommends that each doctor confirm that each patient is dentally and periodontally stable prior to the start of treatment. The use of NuBrace product(s) or service(s) may involve some of the risks detailed below. Please note, many of the risks are general (for example, health and hygiene related risks) and can occur without any orthodontic treatment or are risks that are associated with other traditional orthodontic treatments:

- (i) Failure to wear the device for the required number of hours per day, not using the products as indicated, missing appointments, and atypically shaped teeth can lengthen the treatment time and affect ability to achieve the desired results;

- (ii) Dental tenderness may be experienced after switching to the next NuBrace in the series or to a new retainer;
- (iii) Gums, cheeks and lips may be scratched or irritated by the products;
- (iv) Teeth may shift position after treatment; however, faithful wearing of retainers at the end of treatment helps to reduce this tendency;
- (v) Tooth decay, periodontal disease, inflammation of the gums or permanent markings (e.g. decalcification) may occur if patients consume foods or beverages containing sugar or high acidic content without first removing the NuBrace or adequately rinsing the mouth before NuBrace reinserting the NuBrace, or do not brush and floss their teeth properly before wearing the products or fail to use proper oral hygiene and preventative maintenance;
- (vi) The products may temporarily affect speech and may result in a lisp, although any speech impediment associated with the products usually disappears within one or two weeks;
- (vii) Use of NuBrace or retainers may result in a temporary increase in salivation or dryness of mouth, symptoms which can be heightened by use of certain medications or medical conditions;
- (viii) Certain medical conditions and/or use of medications can affect orthodontic treatment;
- (ix) Health of the bone and gums which support the teeth may be affected;
- (x) If oral surgery is necessary, risks associated with anesthesia must be taken into account, and proper healing of tissue must be allowed prior to orthodontic treatment;
- (xi) A tooth that has been previously traumatized or significantly restored may be aggravated and may require additional dental treatment such as endodontic and/or additional restorative work;
- (xii) Existing dental restorations (e.g. crowns) may become dislodged or loosened and require re-cementation or in some instances, replacement;
- (xiii) Short clinical crowns can pose appliance retention issues and inhibit tooth movement;
- (xiv) The length of the roots of the teeth may be shortened during orthodontic treatment which may become a threat to the longevity of the teeth; (xv) Product breakage has a higher probability in cases with multiple missing teeth;
- (xvi) NuBrace, orthodontic appliances or parts thereof may be accidentally swallowed or aspirated, and these risks increase if NuBrace are cut or modified by Doctor;
- (xvii) In rare instances, problems may also occur in the temporomandibular joint (TMJ), causing joint pain, headaches or ear problems; and
- (xviii) In rare instances, allergic reactions may occur.

NUBRACE AND RETAINER WARRANTY

NUBRACE WARRANTS THAT THE NUBRACE RETAINERS AND FINITO RETAINERS ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN USED PROPERLY IN THE APPLICATIONS FOR WHICH THEY WERE INTENDED. FOR NUBRACE, THIS WARRANTY EXPIRES ON THE TREATMENT EXPIRATION DATE. FOR NUBRACE RETAINERS AND FINITO RETAINERS, THIS WARRANTY EXPIRES THREE (3) MONTHS AFTER SHIPMENT OF THE RETAINER.

ADDITIONALLY, NUBRACE WARRANTS THE FIT OF THE FIRST FINITO RETAINER SHIPPED FOR EACH PATIENT FOR A PERIOD OF THIRTY (30) DAYS FROM SHIPMENT. EXCEPT AS PROVIDED IN THIS SECTION, NUBRACE MAKES NO WARRANTY OF ANY KIND, WHETHER SHORT, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO NUBRACE PRODUCTS OR THE OUTCOME OF TREATMENT WITH SUCH PRODUCTS.

NUBRACE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY OTHER IMPLIED WARRANTIES. Where NuBrace (i) cannot exclude any Short or implied condition or warranty, or (ii) the NuBrace or retainer fails to conform to the warranty in this section, then NuBrace sole and exclusive liability and Doctor's sole and exclusive remedy is; (a) at the sole discretion of NuBrace, for goods, to (i) repair or replace the goods or (ii) pay the cost of having those goods repaired or replaced.

No representative, employee or agent of NuBrace is authorized to incur warranty obligations on behalf of NuBrace or modify the limitations set forth herein.

THESE WARRANTIES ARE VOID IF THE NUBRACE OR RETAINERS HAVE BEEN MISUSED, MODIFIED OR HAVE BEEN USED IN COMBINATION WITH OTHER THIRD PARTY PRODUCTS. NO WARRANTY IS MADE REGARDING THE OUTCOME OF ANY TREATMENT USING THE NUBRACE, RETAINERS, OR ANY COMBINATION OF NUBRACE PRODUCTS WITH THIRD PARTY PRODUCTS.

NuBrace or retainers covered under this warranty section may be resumed with a Return Material Authorization (RMA) number marked clearly on the outside of the package. The package should be addressed to the Returns Department, NuBrace, Inc., 435 N. Bedford Drive, Suite 406, Beverly Hills, CA 90210.

DOCTOR WARRANTY

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Doctor warrants and represents that (i) Doctor is licensed to practice dentistry and/or orthodontia in the location of and at the time treatment is provided; (ii) Doctor will not use NuBrace products if such license expires, is not valid, is revoked, suspended or otherwise jeopardized at any time during treatment with NuBrace products; (iii) Doctor's use of NuBrace products will be in accordance with generally accepted Business or medical standards and shall comply with NuBrace product or service specifications; (iv) Doctor has expertise, experience, and training to perform procedures associated or in conjunction with NuBrace treatment; (v) any use of NuBrace trademarks by Doctor will be only in connection with Doctor's provision of NuBrace products and will comply with the traditional Standards (vi) Doctor takes full responsibility and is directly and solely liable for using information obtained from the use of NuBrace products in the treatment of patients, including but not limited to, achieving a desired outcome or the decision to move forward with treatment; (vii) Doctor will regularly review the NuBrace Doctor Site to verify that Doctor is aware of any changes to Pricing, Terms & Conditions for NuBrace, to NuBrace Advertising Standards or the NuBrace Practice Marketing Catalog, and (viii) Doctor will provide, upon request, feedback regarding the status of a patient's treatment and the success of the NuBrace service or product, and NuBrace may use such information for promotional, education or other publication purposes.

LIABILITY

IN NO EVENT WILL NUBRACE TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LAW EXCEED THE SUM OF FEES PAID OR PAYABLE BY DOCTOR FOR SUCH NUBRACE PRODUCT. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT EXPAND SUCH LIMIT. IN NO EVENT WILL NUBRACE, ITS LICENSORS OR SUPPLIERS HAVE ANY DIRECT LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHER CAUSE OR THEORY WHATSOEVER (INCLUDING NEGLIGENCE, DELAY IN DELIVERY, INJURY TO REPUTATION, GOOD WILL ETC.), WHETHER OR NOT DOCTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO

EVENT WILL NUBRACE OR ANY OF ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS.

All claims against NuBrace, NuBrace employees, agents, contractors, officers or directors based on (i) the failure of NuBrace products to achieve a successful or desirable outcome or (ii) injury to a patient, either alone or in combination with other treatment appliances are hereby waived by Doctor.

INDEMNIFICATION

Doctor agrees to indemnify, defend and hold harmless NuBrace and its past, present and future officers, directors, stockholders, employees, agents, assigns, attorneys, contractors, service providers, licensors, insurers and successors in interest against and from any and all claims, causes of actions, damages, injuries, debts, liabilities, losses, obligations, payments, costs, expenses, demands, and other requests for relief, compensation or remuneration of any kind, description or nature whatsoever (collectively, "Losses"), related to, pertaining to or arising from (i) Doctor's breach of or failure to abide by any term of this Agreement, (ii) any incorrect information provided to NuBrace or any failure to timely provide NuBrace with any information it requests from Doctor, or Doctor's dental practice or (iii) NuBrace provision of or failure to provide goods to Doctor, unless such provision of or failure to provide such goods was due to NuBrace willful misconduct or gross negligence. This indemnity is a continuing obligation which shall survive the termination of any order or contract for NuBrace products.

TRADEMARK USAGE

Subject to the terms and conditions of this Agreement, and subject to the NuBrace Art & Advertising Standards, NuBrace grants to Doctor limited and personal (non-transferable or sub-licensable) permission to use the NUBRACE trademark and certain other NuBrace trademarks identified and approved for use in the NuBrace Art & Advertising Standards.. NuBrace trademarks may be used by Doctor only in connection with Doctor's provision of NuBrace products. Any use of NuBrace trademarks by Doctor must be pre-approved in writing by NuBrace (requests for pre-approval may be submitted to NuBrace. Doctor must review the NuBrace Art & Advertising Standards regularly, as these documents may be amended by NuBrace from time to time. Any use of NuBrace trademarks by Doctor and any associated goodwill inures to the benefit of NuBrace, and Doctor acknowledges that NuBrace remains the sole owner of all right, title and interest in the

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NuBrace trademarks. NuBrace has the right to monitor the quality of Doctor's services provided in connection with NuBrace trademarks and may in NuBrace sole discretion terminate Doctor's permission to use NuBrace trademarks at any time.

MARKETING

NuBrace may but is not required to include doctor in co-marketing or lead generating tools such as the "Find A Doctor" web based locator. NuBrace sole discretion over all aspects of the "Find A Doctor web based locator, including but not limited to, inclusion, designations, order of placement, and removal of doctors. By way of this Agreement Doctor authorizes NuBrace to send programs, training event & other sales & marketing programs to doctor's office via facsimile, e-mail, and other means unless doctor has indicated otherwise in writing to NuBrace.

FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, if such party makes reasonable efforts to perform, provided however, the inability of either party to meet financial obligations is Shortly excluded.

GOVERNING LAW

These terms and conditions shall be governed by, and construed and interpreted in accordance with the laws of the state of California without regard to its conflict of law principles. The federal and state courts within the state of California shall have exclusive jurisdiction to adjudicate any dispute arising out of these terms and conditions.

EXPORT

NuBrace Products purchased by Doctor under this Agreement may only be used by Doctor within the country of purchase and may not be exported or re-sold. Doctor agrees to comply with all export laws, restrictions, statutes, agreements and regulations (jointly "Laws") of the United States Government, its agencies, bureaus, and authorities. Doctor shall not provide, transfer, sell or otherwise make available the product or related technology in violation of any such Laws. Doctor agrees that such compliance shall apply to the export, deemed export and/or re-export of this product and shall include compliance with export restrictions applicable to Specially Designated Nationals, and any other restricted person or entity of the United States Government, including prohibition on export or re-export to embargoed or restricted countries. The product and related technology shall only be exported or re-exported for its intended commercial use and not for any prohibited use or to any prohibited end user. Doctor shall be fully and solely responsible and liable for any damages or punishment for any violation of any part of this paragraph.

INDEPENDENT CONTRACTORS

It is the mutual intent of the parties to this Agreement that Doctor, Doctor's employees, agents, and other representatives are not employees, agents, joint ventures, or partners of NuBrace. Nothing contained in this Agreement shall be interpreted or construed to create or establish an employment relationship between the parties. Neither party is granted any Short or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner whatsoever.

NO WAIVER

The failure of either party at any time to require performance by the other party of any provision will not affect in any way the full right to require such performance at any time thereafter.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

TERMINATION AND MODIFICATION

NuBrace reserves the right to cancel or modify this agreement, refuse an order for product, revoke the customer standing of a doctor, or remove a doctor from the "Find A Doctor" web based locator, for any reason at any time with or without notice.

Upon termination or revocation of customer standing for any reason, customer may no longer transact business with NuBrace nor promote NuBrace or its products and services. Any and all discounts and/or promotions lapse and are voided upon termination or revocation of customer standing. Later restoration or reinstatement of customer standing does not revive such discounts or promotions.

Without limiting the foregoing, reinstatement or restoration of customer standing after loss of customer standing shall be determined at NuBrace sole discretion, and NuBrace reserves the right to refuse or limit customer standing to a doctor whose account was previously revoked.

ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matters covered; and this Agreement supersedes all prior letters of intent, agreements, covenants, arrangements, communications, warranties or representations, whether oral or written, by any officer, employee, or representative of NuBrace relating thereto. This Agreement prevails over any conflicting or additional terms of any quote, order, invoice or other communication. This Agreement can only be modified by an authorized representative of NuBrace.

CLINICIAN PRINT NAME

CLINICIAN SIGNATURE

DATE