UNDERSTANDING YOUR AGREEMENT

This addendum reflects the final pricing for your aligners.

Below you will see an addendum to your original agreement. The reason we are sending you an addendum is to update the terms and conditions of your SmilePay™ program as required by regulations. The terms and conditions of the original agreement were modified based on either a change in your finance amount, the date of your first payment or the account you are using to pay your monthly payments. We want you to understand your agreement and are happy to help by answering any questions you may have. Feel free to contact us should you need further information at (877) 874-3877 or support@healthcarefinancedirect.com..

Remember you can always save by paying your account in full and you can change your payment method by visiting our customer portal at https://customer.healthcarefinancedirect.com.

ADDENDUM TO RETAIL INSTALLMENT CONTRACT

Patient/Borrower Information

First Name	Last Name	MI
Bert	Mahoney	

The purpose of this Addendum is to modify one or more terms or conditions of the RETAIL INSTALLMENT CREDIT SALE CONTRACT dated September 15, 2021

Creditor: SmileDirectClub 414 Union St. Suite 800 Nashville TN 37219

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The total dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $250.00
22.43%	407.97	1,600.00	2,007.97	2,257.97

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
23	83.66	November 12, 2021
1	83.79	October 12, 2023

Itemization of the Amount Financed of $1,600.00

$1,600.00 Cash Price of Services

TERMS AND CONDITIONS

On this date of October 6, 2021, for valuable consideration received, the undersigned Buyer and/or Co-Buyer (hereinafter collectively referred to as "Buyer"), jointly and severally unconditionally promise(s) to pay for services provided by SmileDirectClub ("Provider") on behalf of its affiliates the sum of $1,600.00, plus a finance charge at an annual rate of 22.45%. Payments are made to **Healthcare Finance Direct, LLC** ("HFD") as payment processor for SmileDirectClub. Your payment will appear on your statement as HFD-SmileDirectClub.

Monthly Payment Using Bank Account

Depository Institution:_____ ABA Routing Number: _____

Account Number: _____

Monthly Payment Using Card

Card Type: ☒ Credit ☐ Debit ☐ HSA/FSA Card Number: XXXXXXXXXXXX1814

Name on the Card: Bert Mahoney

Healthcare Finance Direct, LLC
1201 24th Street, Suite B-200 Bakersfield, CA 93301
(877) 874-3877 / (661) 466-5333 (fax)

smile DIRECT CLUB

HEALTHCARE FINANCE DIRECT LLC.

ORIGINAL CONTRACT

Below is your original retail installment contract. The addendum above supersedes information in agreement below. Please see addendum above for payment plan details.

Feel free to contact us should you need further information at (877) 874-3877 or support@healthcarefinancedirect.com..

RETAIL INSTALLMENT CREDIT SALE CONTRACT

This is a consumer credit transaction –Subject to State Regulation

Buyer Copy

Buyer Information

First Name	Last Name	MI
Bert	Mahoney	

Present Address	City	State	Zip
5025 THACHER RD	OJAI	CA	93023-8304

Primary Phone Number	Work Number	Date of Birth
18057983430		May 1, 1969

Social Security Number	E-mail Address
***-**-	bert.mahoney@gmail.com

Co-Buyer Information (If Applicable)

First Name	Last Name	MI

Present Address	City	State	Zip

Primary Phone Number	Work Number	Date of Birth

Social Security Number	E-mail Address
***-**-	

Creditor: SmileDirectClub 414 Union St Suite 800 Nashville TN 37219

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The total dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 250.00
22.43%	$ 434.65	$ 1,700.00	$ 2,134.65	$ 2,384.65

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
23	$ 88.95	October 22, 2021
1	$ 88.80	September 22, 2023

Late Fee: If a payment is late, you will be charged a fee of $25.

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, required repayments in full before the scheduled date, and prepayment refunds and penalties.

Itemization of the Amount Financed of $ 1,700.00

$ 1,700.00 Cash Price of Services

Please review the Terms and Conditions prior to signing.

TERMS AND CONDITIONS

On this date of September 15, 2021, for valuable consideration received, the undersigned Buyer and/or Co-Buyer (hereinafter collectively referred to as "Buyer"), jointly and severally unconditionally promise(s) to pay for services provided by SmileDirectClub **("Provider")** on behalf of its affiliates the sum of $ 1,700.00 plus a finance charge at an annual rate of 22.45 %. Payments are made to **Healthcare Finance Direct, LLC** ("HFD") as payment processor for Provider.

Monthly Payment Amounts. Buyer understands and agrees that he/she shall make monthly payments according to the payment schedule above.

Relationship of Parties. Buyer acknowledges and agrees that HFD is not a lender but rather the payment processing service provider of Provider.

Account Service Fees.

BM _____ (Buyer Initials) _____ (Co-Buyer Initials)

Late Fee. In the event that a payment due under this Contract is not made within fifteen (15) days of the scheduled Payment Date, as set forth herein, the Buyer shall pay a late fee of $25.

BM _____ (Buyer Initials) _____ (Co-Buyer Initials)

Returned Item Fee. In the event that a check or other form of payment is returned for insufficient funds, or for any other reason, HFD will charge the Buyer a returned item fee of $25.

Monthly Statements. Buyer agrees that he/she will not receive a monthly statement, payments will be made via automatic withdrawal from Buyer's bank account, debit card or credit card, and these withdrawals will appear on Buyer's bank, debit card or credit card statement. Written statements of Buyer's account balance can be provided upon written request.

Changes to this Contract. Any changes to this Contract, other than the amount owed, must be approved by and between the Buyer and Provider and submitted to HFD in writing by Provider. No oral modifications will be effective or accepted. If there is a reduction to the amount owed under this Contract, this will be made solely by notifying the Buyer of the reduction. If there is an increase to the amount owed under this Contract, this will be made by obtaining the written consent of the Buyer and Provider using the Addendum form. It may take as many as 5 days for such changes to take effect. While modifications are being processed, the Buyer will remain responsible for any charges under this Contract.

Assignment. Buyer agrees that he/she shall not assign or transfer his/her rights or obligations under this Contract. Buyer agrees that Provider may assign its rights under this Contract at any time and any assignment shall be binding and inure to the benefit of all of the respective legal representatives, successors and assigns.

Notice to the Assignee. The assignee receiving or acquiring this Contract shall be subject, under equal conditions, to any claim or defense that the Buyer may initiate against the Creditor. The assignee of the Contract shall be entitled to file against the Creditor all the claims and defenses that the Buyer may raise against the Creditor of the goods and the services.

No Prepayment Penalty. Buyer understands that the obligations under this Contract may be prepaid in whole or in part at any time, without premium or penalty. Buyer may contact HFD at 877-874-3877 or 1201 24th Street, Suite #B-200, Bakersfield CA, 93301, to obtain a current statement of the balance that is due and owing.

Default by Buyer. Subject to any requirements or restrictions of applicable law: (i) the breach of any term of this Contract by Buyer, (ii) the cancellation of Buyer's automatic monthly payment authorization and failure to substitute another form of payment, or (iii) the failure to make any payment in full or on a timely basis as required herein, shall constitute a default. Upon such default the entire unpaid balance shall become immediately due and payable; Buyer agrees to pay all costs and expenses incurred by HFD and/or Provider as the result of such default, including costs and expenses of collection (including without limitation the costs of HFD servicing on behalf of Provider) and reasonable attorneys' fees.

Governing Law. The validity, interpretation, and enforcement of this Contract and its terms and conditions shall be interpreted and governed under the laws of the State of California

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

I/We have reviewed the Terms and Conditions of this Contract. I/we understand that I/we am/are responsible for payment of any and all obligations under this Contract, and agree to the Terms and Conditions of this Contract.

Buyer Signature: Bert Mahoney Date: September 15, 2021

Co-Buyer Signature:_____ Date: _____, _____

Monthly Payment Using Bank Account

Buyer authorizes HFD to initiate debit entries via the Automated Clearing House ("ACH") network or Debit Card for the checking account or savings account at the bank that Buyer has provided on this form. This authorization permits HFD on behalf of Provider to charge the Monthly Payment Owed, any late fees, or returned item fees, as reflected on this Contract. Buyer understands that Buyer has a right to receive written notice of all varying transfers at least 10 days before the scheduled date of transfer. However, by signing below Buyer agrees that Buyer will only receive such notice if a transferred amount will be more than 25% greater than the amount of the immediately preceding transfer. Buyer also authorizes HFD to resubmit any failed debit entry up to two (2) additional times prior to the next payment date. The authorization for debit entries shall remain in effect until Buyer has canceled it. To stop a payment, Buyer must contact HFD in time for HFD to receive the request 7 business days or more before the payment is scheduled to be made. If Buyer calls, HFD may also require Buyer to put Buyer's request in writing and get it to HFD within 14 days after Buyer's call. Buyer understands and acknowledges that Buyer may terminate this authorization by notifying HFD in such time and manner as to afford HFD and the bank specified below a reasonable opportunity to act on it. Buyer understands and agrees that, in the event of any returned item or failed debit entry, HFD will charge Buyer a Returned Item Fee of $25 on his/her next monthly payment, in addition to a Late Fee of $25. For any returned item, HFD will also have the right to charge fees from the additional account listed below. Buyer also understands that his/her bank may charge a fee for a returned item.

Depository Institution:_____ ABA Routing Number: _____

Account Number: _____ Account Number: _____

Account Type: ☐ Checking ☐ Savings

Debit Card Type: ☐ Visa ☐ MasterCard Card Number: _____

Name on the Card: Bert Mahoney

Monthly Payment Using Credit Card

Buyer authorizes HFD on behalf of Providerto directly charge the Monthly Payment owed, any late fees, or returned item fees on the credit card Buyer has provided. This authorization will remain in effect until Buyer has canceled it. Buyer understands and agrees that, in the event of any returned item or failed debit entry, HFD will charge Buyer a Returned Item Fee of $25 on his/her next monthly payment, in addition to a Late Fee of $25. For any returned item, HFD will also have the right to charge fees from any additional account listed above. Buyer also understands that his/her credit card company may charge a fee for a returned item.

Credit Card Type: ☐ Visa ☐ MasterCard ☐ Discover ☐ AMEX Account Number: XXXXXXXXXXXX1814

Name on the Card: Bert Mahoney

You must ACCEPT below to authorize automatic ongoing payments.

Buyer Signature: Bert Mahoney Date: September 15, 2021

Co-Buyer Signature:_____ Date: _____, _____