

Six Month Smiles® PERMISSION AGREEMENT



SIX MONTH SMILES®
Straight Teeth. Less Time.

I, _____

residing at, _____,

agree as follow:

1. Grant of Permission. I hereby authorize my dentist, _____, DDS (my dentist) to disclose to Six Month Smiles®, and its directors, officers, and employees (collectively, "6MS"), and to duplicate and provide copies to 6MS of, all dental records, documents, and other information concerning my treatment by my Dentist, including, but not limited to, all consultation, treatment, and therapy notes, photographs, slides, X-rays, correspondence, evaluations, examination data, and prescriptions for medication. I also hereby authorize my Dentist to communicate orally to 6MS any and all information concerning my treatment, including my history and therapeutic information, that 6MS may request and that my Dentist may determine to be appropriate. I hereby grant my permission to 6MS to publish and use, in any format and media, (i) my image and visual likeness (my "Likeness"), and (ii) information disclosed by my Dentist to 6MS about my physical condition, treatment, and care (my "Medical Information") as part of 6MS's education and marketing materials (the "Works"). I acknowledge and agree that I am not being paid any compensation or other consideration for the authorizations that I am granting and the permissions that I am giving in this document.

2. HIPAA Authorization. I am signing this document as a Valid Authorization under Section 164.508 of the Privacy Rule, 45 CFR §§160 and 164, promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), P.L. 104-91. I authorize 6MS to use my Medical Information for for-profit educational and marketing purposes, and to incorporate my Medical Information into the Works, including related commercial, educational, and marketing materials. I understand that I may revoke this Valid Authorization at any time by written instrument signed by me and delivered to my Dentist and 6MS. I acknowledge that my provision of this Valid Authorization is not, and was not, a condition of my dental treatment and health care.

3. Ownership. I acknowledge and agree that 6MS is the owner of all Works and that I have no ownership interest in any of them or in any related commercial, educational, or marketing materials.

4. Release of Claims. I release 6MS from all claims for invasion of privacy, right to publicity, copyright infringement, defamation or any other cause of action arising out of 6MS's use of my Likeness or Medical Information in any Work.

5. Limitation. 6MS shall not use or disclose my name, email address, postal mailing address, or home/mobile telephone number. I place no limitation on either my Dentist's disclosure or 6MS's use of my history, treatment, or therapeutic information; provided, however, that 6MS shall not use my Likeness or Medical Information for any criminal or illegal purposes or in a manner inconsistent with community standards of decency.

I have signed this document on _____, _____, _____.
Day Month Year

Signature

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