

## FINANCE PROGRAM AGREEMENT FOR PARTICIPATING PROFESSIONALS

Synchrony Bank, located at 170 Election Road, Suite 125, Draper, Utah 84020-6425 (“Bank”) has established a credit program for customers and patients of health care professionals and retailers that participate in programs offered by Bank. This Finance Program Agreement for Participating Professionals (the “Agreement”) governs the open-end private label and general purpose credit card and installment loan program(s) that Bank will provide to Professional (collectively, the “Program”). Under the Program, patients/customers of health care professionals and retailers who have applied to Bank and been approved for participation in the Program (each, a “Professional”) may finance the purchase of goods and services sold by Professional on credit extended by Bank on the CareCredit credit card (the “CareCredit Card”) general purpose credit cards (the “General Purpose Cards”) and via installment loans, in each case, subject to the terms and conditions of this Agreement, including mandatory arbitration of disputes between Bank and Professional instead of class actions or jury trials. Capitalized terms that are not defined in the body of the Agreement are defined in Section 13.

If Professional is a new participant in the Program, this Agreement is effective upon Bank’s approval of Professional’s application to participate in the Program. If Professional is an existing participant under the Program, this Agreement will be effective when Professional submits a transaction financed on an Account, or an application for credit under the Program, to or through Bank for processing fifteen (15) days or more after receipt of this Agreement (or Bank’s having made this Agreement available to Professional, including on a website designated by Bank), and, once effective, its terms will apply to new transactions processed by Professional and to any continuing obligations regarding transactions processed under any predecessor agreement replaced hereby. The date of effectiveness as described in this paragraph is the “Effective Date.”

### TERMS AND CONDITIONS

#### 1. Banks Obligations. Bank agrees to:

- a. Provide the Program to finance the sale of Professional’s goods and services in compliance with all Applicable Law. Bank will be responsible for establishing, and updating from time to time, Accountholder terms and credit criteria, including establishing credit lines for open-end Accounts, authorizing open-end purchases, and assigning loan amounts for closed-end/installment Accounts.
- b. Provide a point-of-sale process for Professional to use to enter applicant information for new Accounts and Charge Transaction Data for authorization and processing.
- c. Provide to Professional operating procedures which will set forth instructions on how to process applications (or Credit Agreements, as applicable), submit and process transactions under the Program, and any separate instructions applicable to the Program (collectively, the “Operating Guide”). Bank may update the Operating Guide from time to time in its discretion. Professional acknowledges that it received a copy of the Operating Guide.
- d. Provide to Professional the approved forms of credit disclosures (credit applications, terms, privacy policies and for closed-end/installment transactions, Credit Agreement terms) and updates as they are published.
- e. Inform Professional of any Accountholder dispute requiring support from Professional to resolve.
- f. From time to time, make available pricing sheets that specify the Professional Fee Percentages applicable to the credit offerings available through the Program, as well as any other fees applicable to Professional’s participation in the

Program and any rebate or participation percentages available to Professionals. Bank may modify the pricing schedule under the Program in its discretion by notifying Professional (either through the online system used by Professional for the Program or otherwise in writing, which may be electronic). Such new prices will be applicable to Professional as of the effective date established by Bank.

#### 2. Program, POS and Transaction Processing Requirements. Professional agrees to:

- a. Participate in the Program in accordance with this Agreement and the Operating Guide (and other bulletins provided to Professional by Bank) and comply and cause any third-party service providers or agents that it appoints to comply with all Applicable Law.
- b. Accept and process credit applications for the Program and credit transactions from clients/patients only for personal, family or household purposes and in accordance with this Agreement, the Operating Guide and written instructions and such other procedures as Bank may from time to time prescribe (e.g., ensure that requested fields are completely filled out, verify identification, provide required terms and disclosures etc.), without discrimination of any kind.
- c. Not process credit applications under the Program from clients/patients who are under duress (clients/patients who are under general sedation, in extreme discomfort, or heavily medicated are deemed to be under duress). If Professional is a Licensee in the State of California as defined in Section 654.3 of the California Business and Professions Code, then Professional will not submit applications on behalf of its patients or clients.

d. Actively promote the Program on its website and any physical store locations, and ensure that all in-store advertising, application processing, and transaction processing complies with Bank guidance on in-store advertising and processing.

e. Process transactions under the Program without discrimination of any kind.

f. Process only bona fide charges and credits and transmit them to Bank in the required format.

g. Only submit transactions authorized by the Accountholder (which may be via a click-through process) for each charge included in the Charge Transaction Data.

h. Properly code all charges subject to a promotional credit offering and make any corrections necessary in the event of mistakes and disputes regarding such promotions.

i. Only use disclosures (or the applicable Credit Agreement for closed-end/installment loans), including Promotional Disclosures, in connection with the Program that were provided to Professional, or approved in writing, by Bank (and only the latest version of the disclosures and Credit Agreements), and refrain from modifying any approved disclosures, Credit Agreements, or other forms without Bank's prior written consent.

j. Obtain an authorization code from Bank on all transactions prior to submission, and call Bank's voice authorization facility prior to completion of a transaction in any case involving suspicious or unusual circumstances, including those in which the signature on a sales slip does not match the signature on a Program Card.

k. Designate a person to interact with Bank's account manager and oversee all aspects of Professional's participation in the Program.

l. Only process (1) a charge for services rendered or goods delivered, or (2) a charge where Professional provides reasonable disclosure to Accountholder and the services are (i) orthodontic services or custom products ordered by an Accountholder, (ii) intended to be completed and are completed within 30 days of the charge, or (iii) for out-of-pocket costs incurred by the Professional in anticipation of providing services (such as costs for labs, sedation, equipment, operating room/surgical center booking, anesthesia, etc.) within 30 days of the applicable charge. Bank will have the right to chargeback such advance charges if (x) reasonable disclosure is not given to Accountholder and the Accountholder elects not to complete the service, or (y) the anticipated services are not actually provided or the costs are not actually incurred within 30 days (or other applicable timeframe) of the processing of such charges, unless Bank has agreed in writing to permit a longer period for services to be delivered, in which case such longer period will apply.

m. In connection with any return or exchange of merchandise or services originally charged to any Account, issue an Account credit (and not give cash), and include the credit in the next day's transmission of Charge Transaction Data.

n. Not submit to Bank any transactions taken over the telephone unless the parties have established agreed upon processes for telephone transactions.

o. Not implement any employee incentive program that is related to the Program without Bank's approval with respect to compliance with Bank policies for such incentive programs.

p. Not permit to be charged to Accounts (A) the sale of any goods or services sold at a liquidation or "going-out-of-business" sale or that are sold by a third party; (B) any cash advance, cash substitutes or script, or goods or services not listed in the applicable invoice or receipt; (C) any amounts previously owed by the Accountholder to the Professional; (D) any amounts previously owed by the Accountholder to the Professional that have entered late stage collections (e.g., 90 days from initial customer billing); or (E) extended warranties (excluding manufacturer's warranties included in the purchase price), service contracts, gift certificates, stored value cards (or reloads), or any other future service or delivery obligation, without Bank's prior written consent. Professional may, however, without Bank's prior written consent, allow the use of Accounts to finance the sale of any extended warranty whose performance is fully insured by a Bank-approved, third party insurance carrier.

q. Not require any Accountholder to (i) pay, or charge to an Account, any part of any charge assessed by Bank to Professional, including by requiring the purchase of additional goods or services, or (ii) pay any additional fee or finance charge in connection with a transaction charged to an Account.

r. Cooperate in the resolution of any Accountholder disputes; respond within 20 days to any dispute forwarded to Professional from Bank, and; forward to Bank promptly after receipt by Professional copies of any communication relating to an Account or the Program received from any person, entity or governmental authority.

s. Provide to Bank, upon request, financial statements and information in a form reasonably requested by Bank. Additionally, Professional will provide Bank with information of any change of control involving Professional, or any change in Professional's name, business structure or form, principal office, or state of incorporation, at least twenty (20) days before the change occurs, or if not allowed prior to the change because of limits in Applicable Law, as soon after the change as reasonably possible. Professional represents and warrants that all information provided to Bank as part of the Program or in connection with Bank's review of Professional's participation in the Program is accurate in all material respects.

t. Submit all purchases made from Professional by Accountholders using their General Purpose Cards to Bank for settlement. If, however, any such purchase is submitted to Professional's bankcard processor, Bank will have the right to apply the Professional Fee applicable to a particular credit promotion then available under the Program. In such case, Bank will also provide the Accountholder of the General Purpose Card with the applicable credit promotion.

u. To the extent Professional uses text messages or other electronic communications to Accountholders to solicit payment for the sale of goods or services, ensure that such communications are sent with proper consent from recipients of such communications and in compliance with Applicable Law.

v. Not (i) process any charge for more than the sale price of the goods or services and, if customary in Professional's industry, any gratuity added to the sale price by the Accountholder (provided that Professional will include in the transaction amount any taxes imposed by law (such taxes will not be separately collected)), (ii) set a dollar amount above or below which Professional refuses to honor otherwise valid Program Cards, or (iii) process any transaction that represents collection of a dishonored check.

w. If Professional is a hospital or health system with a patient assistance or financial assistance program, evaluate all patients for Professional's assistance program and offer the Program to patients only with respect to amounts remaining after the application of any relief from such assistance program.

## 2A. Internet Transactions.

a. **Internet Applications.** During the Term, Professional and Bank may mutually agree to accept CareCredit Card or installment loan applications that are submitted to Bank via a link that is placed on Professional's website ("Internet Applications"). If the parties agree to permit Internet Applications, Professional will maintain an advertisement in a prominent position on the home page of its website encouraging Professional's customers to open an Account. The advertisement will contain an imbedded link to a webpage hosted by Bank or Bank's agent (the "Bank Website") containing an on-line application for a CareCredit Card or an installment loan, as applicable. The link contained in such advertisement will link directly to the Bank Website with no intermediate links. Prior to Professional adding the advertisement to its website, Professional will obtain Bank's prior written consent on the placement and design of the advertisement, such consent not to be unreasonably withheld. The advertisement must not be placed in close proximity to a competing finance offer. Professional will not collect application information via its website or through any other electronic channel.

b. **Internet Purchases/Promotional Disclosures.** During the Term, Professional and Bank may mutually agree to accept purchases transacted through Professional's website ("Internet Purchases"). If Professional and Bank agree to allow Internet Purchases, Professional will ensure that its processes for obtaining any Accountholder signatures comply with Applicable Law, including the Electronic Signatures in Global National Commerce Act (ESIGN). Without limiting the foregoing, Professional will cause all authorizations processed through the internet and all Internet Purchases to be separately tagged with a unique store of sale number. Professional will also develop, maintain, and operate its website so that all Internet Purchases processed through the website will be transmitted and accepted on a secure basis which ensures, among other things, that such information cannot be altered, viewed or captured by an unauthorized party. In the case of any purchase by an Accountholder made through the internet using a credit-based promotion, Professional will be responsible for (i) providing the credit promotion disclosures (the "Promotional Disclosures") applicable to any purchase (whether the purchase is to be made at the time of an application for credit or otherwise), (ii) establishing whether the Accountholder is willing to consent to the receipt of the Promotional Disclosures electronically ("E-Consent"), and, if so, obtaining a recordable record of the consent, (iii) obtaining such Accountholder's consent to the terms set forth in the Promotional Disclosures ("Promotional Terms Consent"), and (iv) retaining the evidence of the E-Consent and Promotional Terms Consent for at least twenty-five (25) months and thereafter continuously unless after retaining such evidence for the twenty-five (25) month period Professional offers to send such evidence to Bank and Bank authorizes Professional to destroy them instead. Notwithstanding the foregoing, if Professional uses E-Consent and Promotional Terms Consent processes that are hosted by Bank, Professional will not be required to retain the evidence of E-Consent and Promotional Terms Consent, as applicable, required by paragraph (iv) of this Section. The form, content, and placement of Promotional Disclosures and E-Consent language will be subject to the reasonable approval of Bank.

c. **Online Acceptance Program.** Unless Professional has elected not to participate in Bank's online acceptance program ("Online Acceptance") and for so long thereafter as Bank makes the Online Acceptance program available, the following terms and conditions will apply to Professional's receipt and acceptance of a payment made by Bank to Professional pursuant to the Online Acceptance program (such payments are referred to as "Online Payments"):

i. Solely with respect to Professional's receipt and acceptance of an Online Payment, as a matter of clarification, any contrary provisions within the following Sections of this Agreement will be deemed not to apply to such Online Payment: Section 2.f (with respect to bona fide sales), Section 2.j (no authorization code will be required from Professional in connection with an Online Payment), Section 3.a (with respect to Professional's obligation to submit Charge Transaction

Data), Section 2.p(C) (with respect to the acceptance of payment for prior charges).

ii. Professional acknowledges and agrees that (x) the Professional Fees set forth on Bank's pricing schedule referred to in Section 1.f will apply to Online Payments (y) the Accountholder may select a promotional credit offer from the then-available promotional credit offers under the Program to apply to such Accountholder's Online Payment (and the requirements of Section 2.h will not apply in such case), and (z) Professional will pay the corresponding Professional Fee in accordance with this Agreement;

iii. Bank's chargeback rights under Sections 5(j) and (k) will not apply solely with respect to Professional's receipt and acceptance of an Online Payment;

iv. For clarity, Section 2.m will apply to any credits resulting from an Online Payment (e.g., if the amount of the Online Payment exceeds the amount Accountholder owes Professional) and, for clarity, will be credited to the Accountholder's Account and Professional will not provide the Accountholder with a cash credit;

v. With respect to each Online Payment Bank transfers to Professional, Bank will notify Professional (an "Online Payment Notice") (1) that Bank has transferred an Online Payment to Professional's ACH Account referred to in Section 3.b, (2) of the amount of such Online Payment (and any corresponding Professional Fee), (3) of the identity of the applicable patient and/or Accountholder, and (4) of such other information with respect to such Online Payment as Bank otherwise determines; and

vi. Within two (2) business days after receiving an Online Payment Notice, Professional will post such Online Payment to the applicable patient and/or Accountholder's account with Professional and reduce, on a dollar for dollar basis, the outstanding amount such patient and/or Accountholder owes Professional by the amount of such Online Payment (without giving effect to any Professional Fee Bank has deducted from such Online Payment).

d. **Termination of Internet Function.** Professional and Bank will each have the right upon not less than fifteen (15) days written notice to the other party, to discontinue submitting, accepting or processing Internet Applications and/or Internet Purchases, as applicable; provided that Bank may suspend the acceptance of Internet Application and/or Internet Purchases immediately if Professional breaches this Agreement, if the suspension is required by Applicable Law, or if Bank decides to suspend the acceptance of Internet Application and/or Internet Purchases for risk or safety and soundness reasons.

e. **Copies of Screen Shots.** Initially, and before and after any changes to the application or internet promotional purchase processes implemented by Professional, Professional

will create a record of all screen shots related to the online application and promotional purchase processes ("Credit-Related Screen Shots"). The record will include copies of any E-Consent disclosures, credit decision communications, promotional disclosures, and receipts of promotions offered and obtained. Professional will maintain records of the Credit-Related Screen Shots for at least 25 months and thereafter continuously unless after retaining such Credit-Related Screen Shots for the twenty-five (25) month period Professional offers to send such evidence to Bank and Bank authorizes Professional to destroy them instead. Professional will provide copies of the Credit-Related Screen Shots to Bank upon request.

f. **Upgraded Process.** From time to time, Bank may develop one or more upgraded processes related to Internet transactions, including, without limitation, the acceptance of Internet Applications, delivery of the content of Promotional Disclosures to Professional, and/or the settlement of Internet Purchases (each, an "Upgraded Process"). Professional will use commercially reasonable efforts to implement any Upgraded Process within 90 days from the date of notice from Bank (which may be made by email) of an Upgraded Process.

g. **Remedies.** Subject to subsection (c), if Bank informs Professional (which may be done in writing, by email, or by telephone) of any errors in the online application and/or promotional purchase processes, including, without limitation, inaccurate disclosures on receipts, Professional will correct the error(s) within 24 hours. Professional also acknowledges that it will be liable for any losses incurred by Bank as a result of errors attributable to Professional, including, without limitation, the costs to remedy any errors and the costs to respond to regulator and consumer complaints. Bank will have the right to disable any online application links, or Professional's ability to offer credit promotions for online transaction, immediately upon becoming aware of any errors in the online application and/or promotional purchase process, as applicable.

### 3. Settlement Process/Payment for Charges.

a. Professional will transmit to Bank, promptly, but in any event, no longer than two (2) business days (or five (5) business days for installment loans) after the transaction date, complete information about all charges and credits to open-end Accounts and, as applicable in the case of closed-end Accounts, the Credit Agreement accepted by Bank (collectively, "Charge Transaction Data") occurring since the immediately previous transmission, as provided in the Operating Guide. Upon receipt of the Charge Transaction Data and any required documents, and provided Professional is not in default under this Agreement, Bank will deposit to a bank account designated by Professional the total amount of all charges and accepted Credit Agreements reflected in the Charge Transaction Data, less the total of (i) any credits reflected in the Charge Transaction Data, (ii) any amounts being charged back to Professional, (iii) any Professional Fees, which Bank may choose

to deduct on a daily or monthly basis, in its discretion (and corrections to any Professional Fees based on erroneous information submitted by Professional), unless the parties mutually agree that Bank will separately debit Professional for Professional Fees, and (iv) at Bank's option, any other amounts which may be owed to Bank or to any of Bank's affiliates, by Professional, or by any of Professional's affiliates, or under any other agreement or merchant number between Bank and Professional. If at any time, the amount Bank owes Professional is less than the amount Professional owes Bank (without regard to any Reserve Account), Professional agrees to pay Bank the net difference.

b. Professional hereby authorizes Bank to initiate ACH credits and debits to Professional's designated bank account for purposes of settling transactions hereunder, and making necessary adjustments and initiating payments due to Bank from Professional hereunder. Professional is solely liable for all fees and costs associated with such ACH Account and for all overdrafts. Bank will not be liable for any delays in receipt of funds or errors in ACH Account entries caused by third parties. Notwithstanding any other provision of this Agreement, Bank will have the right to net, setoff or recoup any amounts due to it under this Agreement against any amounts owing to Professional under this Agreement.

c. If Bank determines in its sole discretion that Professional's financial condition has deteriorated, if Professional breaches this Agreement, or if Bank experiences an unusual volume or nature of disputes or chargebacks, returns or credits relating to charges submitted by Professional (based on Bank's experience with Professional and other professionals or providers in the same or similar practice areas), then Bank may withhold from the settlement payments otherwise due Professional an amount Bank deems necessary to fund a non-interest bearing reserve account (the "Reserve Account"). Bank will be the sole owner of the Reserve Account, and may (but need not) debit the Reserve Account from time to time to satisfy any amounts owed by Professional to Bank. However, Bank will return to Professional any amounts remaining in the Reserve Account no later than one year after termination of Professional's participation in the Program (the "Final Liquidation Date").

#### 4. Compliance Obligations.

a. Access; Cooperation. Professional will permit Bank, and hereby authorizes Bank, to audit and monitor the administration and promotion of the Program through anonymous requests to open or utilize Accounts and by other means. In addition, Professional will permit Bank's representatives or its regulators to visit Professional's locations, and the relevant locations of its Third Party Vendors during normal business hours with reasonable advance notice and provide access to Professional (and Third Party Vendor) records relating to the Program to Bank or Bank's regulators to the extent access is requested by Bank or Bank's regulators. Professional further agrees to cooperate with Bank to ensure

ongoing security and protection of applicant and Accountholder data and to ensure that the Program complies in all respects with all Applicable Law. Professional will, and will cause its vendors, agents and subcontractors to, make changes recommended by Bank or Bank's regulators with regard to data security and compliance with all Applicable Law.

b. Advertising. Professional will ensure that credit-related advertising and other disclosures or processes applicable to the Program created by Professional comply with Applicable Law. Professional will (A) as directed by Bank, either (i) submit any credit-related advertising and disclosures applicable to the Program for prior review by Bank (pursuant to a review process developed by Bank and incorporated in the Operating Guide, as the same may be updated from time to time on a prospective basis upon at least 30 days prior written notice to Professional), or, (ii) follow the most current versions of advertising templates provided to Professional by Bank, and, in either case, (B) use the Bank-approved advertising, templates, and other disclosures or processes in the manner directed by Bank. If Bank informs Professional (which may be done in writing, by email, or by telephone) of any errors or compliance violations in Professional's credit-related advertising or disclosures, Professional will correct the error(s)/violation(s) as soon as possible, but in no event later than 5 business days.

c. POS and Transaction Process. Professional will ensure that its point-of-sale (POS) processes and systems comply with all Applicable Law, including any and all compliance and regulatory requirements communicated to Professional by Bank. Professional will provide reasonable assistance to Bank so that Bank may, in its discretion, review Professional's transaction processes or sample transactions to ensure compliance with Applicable Law and the Operating Guide. Professional will address, within a time period reasonably acceptable to Bank, any deficiency in Professional's processes or systems that results or would result in any transaction or the Program failing to be in full compliance with all applicable requirements. Without limiting Bank's rights under this Agreement, Bank may, at Bank's sole discretion, suspend or modify Professional's ability to offer promotions under the Program until any deficiencies are corrected. Professional will notify Bank of any changes to its transaction process with as much advance notice as is reasonably practicable; provided that the notice will be at least 60 days in advance of any process change implementation that could be reasonably expected to impact the Program. Professional will also remediate, or will reimburse Bank for Bank's remediation of, any transactions that were not handled by Professional in accordance with Bank guidance and Applicable Law, regardless of whether Bank reviews Professional's POS process or communicates specific requirements to Professional.

d. Payments on Accounts. At all locations, Professional will make available to Accountholders the address to be used for payment toward Account balances to be made directly to Bank. If an Accountholder inadvertently sends a payment on

Account to Bank in the name of Professional, Professional agrees that Bank may sign and endorse Professional's name upon such payment to apply it to the applicable Account. Professional may not accept payment on an Account made by or on behalf of the applicable Accountholder to Professional, for the benefit of Bank, at any of Professional's locations unless the parties agree in writing on the terms and conditions of Professional's acceptance of onsite payments. For any purchase financed under the Program that Professional knows to be subject to an insurance claim, Professional will (A) at the time of purchase, either (i) notify Accountholder that Professional will assign all purchase-related insurance proceeds it receives directly to Bank to be applied toward the Accountholder's Account, or (ii) instruct the applicable insurance company to pay the Accountholder directly, and (B) within 10 days of receipt of any insurance proceeds (or such other period of time agreed upon in writing between the parties), assign and forward such proceeds to Bank and notify the Accountholder of such assignment.

e. Recordkeeping. For at least 25 months, Professional will retain copies of all charge and credit slips, all Charge Transaction Data, including any Credit Agreements, submitted to Bank, and in the case of secured installment loans, detailed sales invoices, and, if applicable, electronic evidence of each applicant's consent to the electronic delivery of Promotional Disclosures and of the Accountholder's consent to the terms of the Promotional Disclosures. In addition, Professional will retain copies of original completed applications (if collected by Professional) for at least 25 months and thereafter continuously unless after retaining the documents for the 25 month period Professional offers to ship the documents to Bank and Bank authorizes Professional to destroy them instead.

f. Obligations Subject to Law. All obligations of either party hereunder will be subject to all Applicable Law and either party may take any actions that it in good faith believes are required by then Applicable Law or the direction of any regulatory authority or, in Bank's case, to prevent the occurrence of an "unsafe or unsound" banking practice (as defined in 12 U.S.C. § 1818).

g. Return Policy. Professional will maintain fair (as reasonably determined by Bank) and legally compliant refund, return and exchange policies, which are designed and reasonably expected to be easily understood by the average customer (it being agreed that any return policy that precludes reimbursement under any circumstances for services not rendered is deemed unreasonable) and Professional will ensure the refunds and returns are processed promptly and that any material restriction or limitation is clearly and conspicuously disclosed to customers in one or more documents signed by the customer and that such disclosure appears near the customer signature area of such documents.

h. Training. Professional will train its personnel in accordance with this Agreement and any training materials and standards provided by Bank, or at Bank's option, permit Bank

to conduct training of Professional personnel, so as to be able to properly fulfill its responsibilities under the Program.

i. Prohibition on Illegal Gambling. Professional will not knowingly permit any Account to be used to place, receive, or otherwise transmit a bet or wager by any means which involves the use, at least in part, of the internet where the bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made.

j. Subcontractors. Except as otherwise provided in this Agreement and subject to other applicable provisions of this Agreement, in fulfilling its obligations under this Agreement, either party may use its Affiliates, third-party service providers or agents to perform activities or obligations under this Agreement. The applicable party will be responsible for activities or obligations performed by such Affiliates, third-party service providers or agents to the same extent the party would be responsible if it performed such activities or obligations itself, and will ensure that each such Affiliate, third-party service provider or agent has appropriate controls in place to properly perform such functions and to adhere to all standards and limitations set forth herein.

k. Transparency Principles. Professional will comply with the Transparency Principles set forth in Schedule 4 of this Agreement.

**5. Chargeback Rights of Bank**. Bank will bear all Accountholder credit losses. However, Bank may charge back to Professional the entire amount of any transaction when any of the following occurs:

a. The Accountholder disputes the charge, if Bank has given Professional an opportunity to respond and Bank determines that the Accountholder's dispute is valid.

b. The Accountholder refuses to pay, based on an assertion of a dispute about the quality of the merchandise or services purchased from, or any act or omission by Professional, including any alleged breach of warranty provided by or through Professional.

c. The charge(s) are incurred on an Account opened upon submission of a Defective Application.

d. The charge or transaction does not fully comply with any of (1) this Agreement (any other representations, warranties or covenants set forth herein), (2) the Operating Guide, or (3) Applicable Law.

e. The charge is disputed, and Professional cannot supply a copy of the underlying signed sales receipt, the signed Account application, or other documents required in accordance with this Agreement, the Operating Guide or Bank within seven (7) days of Bank's request.

f. Bank determines that (1) any charge does not represent a bona fide sale (including without limitation fraud arising from fraudulent activities of Professional's employees) by Professional, or involved acts of fraud by any party, or (2) Professional did not obtain an authorization/approval code as provided for in Section 2.j.

g. The goods or services purchased have not been delivered, provided or shipped.

h. The Accountholder alleges that the Professional provided false or misleading information (e.g., incorrect information about credit promotions).

i. Any credit is submitted where there is no corresponding charge transaction.

j. Any disputed or fraudulent charge or credit relates to a transaction where the Accountholder was not physically present at Professional's location (e.g., by telephone or via Internet).

k. Any disputed or fraudulent charge or credit relates to a transaction where a holder of a CareCredit Card or General Purpose Card did not physically present the credit card (or other approved manifestation of an Account provided by Bank) or Professional failed to obtain a physical imprint or electronic record of the CareCredit Card or General Purpose Card (Professional acknowledges that, under these circumstances, the fact that an authorization/ approval code was obtained does not mean that a particular transaction is in fact a valid or undisputed transaction entered into by the actual Accountholder or an authorized user of the CareCredit Card or General Purpose Card, as applicable).

l. The transaction was submitted to Bank more than thirty (30) days after it occurred or after Professional is no longer an authorized participant in the applicable Program provider network.

m. The transaction (x) relates to a credit application that was processed while the Accountholder was under duress, or (y) was for treatment/procedures involving non-vet emergency room or chronic care.

If Bank determines, in its sole discretion, that Professional is receiving an excessive amount of chargebacks or attempted chargebacks, in addition to Bank's other remedies under this Agreement, Bank may (1) review Professional's internal procedures relating to the Program and notify Professional of new procedures Professional should adopt in order to avoid future chargebacks; and/or (2) notify Professional of the imposition of a charge (or a new rate with respect to such a charge for processing chargebacks).

Professional has full liability for the amount of any Charge Transaction Data for which Professional's ACH Account has been provisionally credited and which is thereafter the subject

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of a chargeback. Professional may not resubmit transactions financed under the Program under any circumstances.

**6. Presentment Warranties.** Each time Professional submits Charge Transaction Data, it makes the following warranties:

a. All purchases included in the Charge Transaction Data constitute bona fide, arms-length sales by Professional of the products or services described therein in the ordinary course of Professional's business and in compliance with this Agreement; Professional has delivered all the products and fully performed all the services covered by the Charge Transaction Data to the Accountholder's satisfaction;

b. The amounts included in the Charge Transaction Data did not involve a cash advance or products or services not listed in the applicable sales invoice; only products sold directly by Professional are included in the Charge Transaction Data; the amounts represent the entire purchase price of the products and services identified in the Charge Transaction Data other than a bona fide down payment or deposit either financed on a general purpose credit card or paid in cash;

c. The products and services covered by the Charge Transaction Data were sold by Professional to Accountholders; and were sold in compliance with all Applicable Law;

d. Each Account has been authorized, created and submitted by Professional in accordance with this Agreement and the Operating Guide;

e. There are no other agreements between Professional and any Accountholder with respect to any Account and/or the underlying purchased product(s), except any bona fide and reasonable extended warranties permitted under this Agreement; and

f. The Charge Transaction Data does not include (i) any line of products or services not offered for sale to Accountholders by Professional as of the Effective Date unless Bank has given its written consent to Professional authorizing the financing of the purchases of such products or under the Program; and (ii) any line of products or services identified as not available for financing under the Program in the Operating Guide.

g. That each sale with respect to which Bank extends credit under an Account will have been generated from a direct sale by Professional and not from a third party.

**7. Indemnification; Limitation of Liability.**

a. Professional agrees to indemnify, defend and hold harmless Bank and its affiliates, officers, directors, employees, and agents from any losses, liabilities, and damages of any and every kind (including, without limitation, any costs, expenses or reasonable attorneys' fees incurred by any indemnified party), to the extent arising out of any claim, complaint, or chargeback

(i) made or claimed by an Accountholder with respect to any sale made by, or Charge Transaction Data submitted by, Professional, (ii) made or claimed by any person or entity with respect to the treatment provided or the products or services sold or provided by Professional, or the advertising or promotion involving such treatment, products or services; (iii) caused by Professional's noncompliance, or noncompliance by third-party service providers or agents appointed by Professional, with the terms or covenants of this Agreement or with any provision of Applicable Law, including without limitation, the failure of any representation, warranty or covenant made by Professional to be true and correct when made or deemed made, (iv) caused by Professional's failure to comply in any material respect with the terms of the Operating Guide; (v) caused by any voluntary or involuntary bankruptcy or insolvency proceeding by or against Professional, (vi) the acquisition by Professional from Bank, in connection with a charge or credit to an Account, of an Accountholder's Account number by telephone or by some other means, (vii) caused by circumstances relating to Professional that create harm to or loss of goodwill to Bank.

b. Bank agrees to indemnify, defend and hold harmless Professional and its affiliates, officers, directors, employees, and agents from any losses, liabilities, and damages of any and every kind (including, without limitation, any costs, expenses or reasonable attorneys' fees incurred by any indemnified party) to the extent arising out of any claim or complaint based on (i) the failure of Bank's accountholder terms and conditions or Privacy Policy to comply with Applicable Law; (ii) an applicant's claim that Bank wrongfully declined his or her credit application; or (iii) Bank's material breach of this Agreement.

c. The indemnity provided under this Section will survive the termination of this Agreement.

d. **No Consequential Damages.** Except with respect to indemnification of third party claims, and confidentiality/security obligations, set forth herein, (i) in no event will either party be liable to the other for any special, incidental or consequential damages arising from such other party's actions under this Agreement, and (ii) both parties waive any claim for punitive damages arising from the other party's actions under this Agreement.

## 8. Termination.

a. The term of this Agreement begins on the Effective Date and will continue until it is terminated by either party (i) pursuant to this Section 8, or (ii) for any reason, by providing at least fifteen (15) days' advance written notice (such period from the Effective Date through the effective date of termination, the "Term").

b. Bank may terminate or suspend (partially (e.g., in the case of a failure to complete training for a particular aspect of the Program) or completely) Professional's participation in the Program, and this Agreement, at any time with no prior written

notice to Professional, if (i) Professional breaches this Agreement or any agreement between Professional and an affiliate of Bank, (ii) Bank determines that (x) Professional's financial condition has deteriorated or Professional otherwise ceases to meet Bank's Professional underwriting criteria, or (y) there are an excessive number of disputes between Professional and Accountholders, (iii) Professional is no longer a participant in Synchrony's Health & Wellness provider network, (iv) Professional undergoes a change of control, (v) Professional or any person owning or controlling Professional's business is or becomes listed in the MATCH file (Member Alert to Control High-Risk merchants) maintained by Visa and MasterCard, (vi) Bank determines that circumstances relating to Professional have or could create harm to or loss of goodwill to Bank, or (vii) Professional fails to complete training related to the Program required by Bank, or (viii) Professional does not submit Charge Transaction Data or a credit application for a period of twenty-four (24) months or longer. Bank may also terminate this Agreement or Professional's participation in the Program, without cause upon fifteen (15) days written notice to Professional. Professional may terminate this Agreement without cause on fifteen (15) days' prior written notice to Bank. This Agreement will automatically terminate if a petition in bankruptcy is filed involving Professional. Professional acknowledges that if Bank terminates this Agreement for cause, Bank may place Professional on the MATCH File (or any similar or successor reporting service) and Professional will indemnify and hold Bank harmless as a result of such placement.

**9. Effect of Termination; Survival.** Notwithstanding termination by either party (A) the terms of this Agreement will continue to apply to any Accounts established or transactions occurring, prior to the effective termination or expiration date (by way of example, settlement, returns, submission of credits, and processing of chargebacks), (B) the provisions of Sections 3.c (Reserve), 4.d (Payments on Accounts), 4.e (Recordkeeping), 7 (Indemnification; Limitation of Liability), 8.b (Effect of Termination; Survival), 10.a (Ownership; Intellectual Property), 11 (Privacy and Confidentiality), 12 (Miscellaneous) and 13 (Defined Terms) will survive, and (C) Bank may continue to use the Professional Marks for purposes of liquidating, transferring, selling, administering or collecting Accounts. For sake of clarity, Bank will not be required to complete any transaction(s) after termination or expiration of this Agreement even if an authorization was obtained prior to termination or expiration. Upon expiration or earlier termination of this Agreement, Bank will have the right, in addition to and without waiving any other rights it may have under the terms of this Agreement or Applicable Law, to liquidate the Accounts in any lawful manner which may be expeditious or economically advantageous to Bank, including, without limitation, the issuance of a replacement or substitute credit card, transferring or selling the Accounts to any person or soliciting the affected Accountholders to transfer or convert balances to other credit vehicles. For open-end/revolving programs, Bank may continue to provide the Program following the expiration or termination hereof as Bank reasonably deems necessary or desirable to



effect any transfer, conversion or substitution of the Accounts; provided, that the continuation will in no circumstances exceed six (6) months. Bank may use the Professional Marks through the Final Liquidation Date to communicate with Accountholders in connection with any liquidation, conversion, substitution or sale. In no event will Bank be required to replace any Cards that were issued prior to the end of the Term.

#### **10. Ownership; Intellectual Property:**

a. Professional acknowledges that Bank owns all Accounts, and all information concerning Accountholders, applicants and Accounts obtained in connection with the Program (collectively, “Accountholder Information”), and that Professional has no ownership rights therein. The parties acknowledge that Accountholder Information, which documents the relationship between individual clients/patients and Bank, is not considered “Protected Health Information”, as that term is defined in federal health care privacy regulations. Accordingly, Professional will not represent itself as the owner of, or the creditor on, any Account or Accountholder Information. Notwithstanding the foregoing, if Professional is a “Covered Entity” as defined by 45 C.F.R. § 160.103 and uses Bank’s Quickscreen functionality, it acknowledges that such usage will be covered by the included Quickscreen Business Associate Agreement. As a precaution, to confirm Bank’s ownership of Accounts and related documentation, Professional hereby grants to Bank a first priority continuing security interest in any right, title or interest that Professional may now have or may hereafter be deemed to have in the Accounts and related documentation, and in the Reserve Account. Professional authorizes Bank to prepare and file any documentation required to evidence and enforce this security interest, including UCC financing statements, and will sign any related documentation requested by Bank, including without limitation, any intercreditor agreements necessary to ensure that none of Professional’s other creditors asserts any claim on the Accounts, the Reserve Account or any related documentation.

b. Professional grants to Bank the right and license to use the Professional Marks (A) during the Term in connection with the Bank’s establishment, marketing, administration and servicing of the Program (including any network aspects of the Program) and as otherwise used by Bank in the ordinary course of business, and (B) during any wind-down or conversion of the Program following termination of this Agreement, and in the case of either (A) or (B), through the Final Liquidation Date. Professional agrees to promptly notify Bank if any changes are made to the Professional Marks so that Bank may adjust the Program materials at the next convenient opportunity to Bank. If the Program uses physical cards, Professional will pay the actual and reasonable expenses of Bank if Professional does not allow Bank to exhaust its existing supply of card plastics or requires a forced reissuance of plastics. Bank will use the Professional Marks in accordance with the reasonable written instructions provided to Bank by Professional. Bank is not

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acquiring any right, title or interest in the Professional Marks, and Bank will not take any action inconsistent with the Professional’s ownership of the Professional Marks. Professional represents and warrants to Bank that it or its affiliate owns the Professional Marks, that Professional has the right to grant the foregoing license and that Bank’s use of Professional Marks as authorized in this Agreement will not infringe the rights of any third party.

c. Without the prior written consent of Bank, Professional may not use Bank’s (or any affiliate thereof) names or any related marks, logos or similar proprietary designations; provided, that Professional may use Bank’s business name, in the nominative sense, in connection with any credit disclosure verbiage included in any advertising of the Program. If Bank consents to a use other than in the nominative sense, Professional must comply with all guidelines provided to Professional by Bank from time to time, including as set forth on a website designated by Bank applicable to such use.

d. Each of Professional and its affiliates and Bank and its affiliates will own exclusively all technology owned by such party at the time that the technology is provided for use in establishing, developing or administering the Program, all changes made by such party with respect thereto, and any new technology created by such party in connection therewith (in the case of Professional and its affiliates, the “Professional Technology”, and in the case of Bank and its affiliates, the “Bank Technology”). Each of Professional and Bank grant to the other and its respective affiliates a non-exclusive, royalty-free, fully paid up, non-assignable, non-sublicensable, worldwide right and license to use the Professional Technology or Bank Technology, as applicable, to the extent necessary or convenient to comply with the licensee’s obligations under the Agreement. This license will expire at the end of the Term (including any wind-down period under Section 9). Upon the expiration of this license, each licensee party will return to the licensor party (or, at the licensor party’s option, destroy) the licensor’s technology then in the licensee’s possession or control. Neither party will have any right to reverse engineer, decompile or disassemble the technology licensed to it hereunder. The limited licenses granted under this Section are AS IS and without any express or implied warranty of any kind. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH LICENSING PARTY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, AGAINST INTERFERENCE OF ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF REASONABLE EFFORT AND LACK OF NEGLIGENCE.

#### **11. Privacy and Confidentiality.**

a. Professional and Bank will only use, maintain and/or disclose Accountholder Information in compliance with all applicable privacy and security laws and with the policies set forth in this Section and related disclosures made by Bank (collectively, the “Bank Privacy Disclosures”), and each will

ensure that persons to whom it transfers Accountholder Information do the same. Professional acknowledges that it is subject to the reuse and redisclosure provisions of the Gramm Leach Bliley Act (the “Gramm Leach Bliley Act” as defined in Title V, Subtitle A of 15 U.S.C. 6801 et seq. (as it may be amended from time to time) and the implementing privacy and security regulations issued pursuant to the Gramm Leach Bliley Act (as the same may be amended from time to time)), and that it will ensure that Accountholder Information received from Bank under the “private label exception” found in the Gramm Leach Bliley Act is used only in connection with the Program and for no other purpose.

b. Professional and Bank will each establish and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Accountholder Information. These safeguards will be designed to protect the security, confidentiality and integrity of Accountholder Information, ensure against any anticipated threats or hazards to its security and integrity, and protect against unauthorized access to or use of Accountholder Information or associated records which could result in substantial harm or inconvenience to any Accountholder or applicant.

c. Prior to engaging any third party vendor that would receive or have access to any Accountholder Information (a “Third Party Vendor”), Professional will (A) notify Bank of its intention to engage the Third Party Vendor, (B) ensure that the Third Party Vendor has sufficient controls in place to comply with clauses (a) and (b) of this Section, and (C) ensure that the employees of the Third Party Vendor who will be responsible for fulfilling Professional’s obligations under the Program have been trained sufficiently so as to be able to properly fulfill Professional’s responsibilities under this Section. Professional and Bank will each ensure that any third party, including a Third Party Vendor, to whom it transfers or discloses Accountholder Information signs a written contract with the transferor in which the third party agrees to (i) restrict its use of Accountholder Information to the use specified in the written contract; (ii) to comply with all Applicable Law (including, without limitation, privacy and security laws and the reuse and redisclosure provisions of the Gramm Leach Bliley Act) and the Bank Privacy Disclosures, and (iii) implement and maintain appropriate safeguards as stated in paragraph (b) above. Professional agrees to transfer or make available to Third Party Vendors only such Accountholder Information as is reasonably necessary to carry out the contemplated task and will ensure that no Third Party Vendor commingles Accountholder Information with any other information (unless approved by Bank in writing). Professional will be responsible for each Third Party Vendor’s compliance with the provisions of this Section, and the services provided by the Third Party Vendor related to the Program or this Agreement, notwithstanding that Bank, and not Professional, may have provided the applicable Accountholder Information to the Third Party Vendor on Professional’s behalf.

d. Professional will notify Bank within twenty-four (24) hours upon discovery or notification of any actual, suspected, potential or threatened Security Breach. Professional agrees to take action immediately, at its own expense, to identify and eradicate any further Security Breach and carry out any recovery necessary to remedy any impact of such Security Breach. Professional will also provide Bank with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person, and any other information Bank may reasonably request concerning such affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available. Professional will also carry out any recovery actions and notify, at its expense, all affected persons as required by Applicable Law or by Bank. The foregoing does not relieve Professional of any notice or other obligations it may have under the law. The content of any filings, communications, notices, press releases, or reports related to any Security Breach (“Notices”) must first be approved by Bank prior to any publication or communication thereof to any third party. Professional will pay for or reimburse Bank for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of Notices; any such costs, losses, and expenses will not in any way be limited under this Agreement.

e. Professional and Bank, respectively, will use reasonable measures designed to properly dispose of all records containing personally identifiable information relating to Accountholders, whether in paper, electronic, or other form, including adhering to policies and procedures that require the destruction or erasure of electronic media containing personally identifiable information so that the information cannot practicably be read or reconstructed.

f. Professional acknowledges that Bank may suspend or terminate the transfer of Accountholder Information to a Third Party Vendor at any time upon notice to Professional if Bank determines that (A) the Third Party Vendor is failing to comply in all material respects with (i) the terms of this Section, or (ii) Applicable Law, or (B) allowing the Third Party Vendor to continue to receive or have access to Accountholder Information, including in connection with processing Internet Purchases, is likely to result in reputational or business harm to Bank.

g. All material and information supplied by one party to the other party under this Agreement, including, but not limited to, information concerning a party’s marketing plans, objectives or financial results (“Confidential Information”), is confidential and proprietary. The terms of this Agreement are the Confidential Information of Bank. Information owned by a party will not be deemed Confidential Information of the other party. Confidential Information will be used by each party solely in the performance of its obligations and exercise of its rights pursuant to this Agreement. Each party will receive Confidential Information from the other party in confidence and will not disclose the Confidential Information to any third

party, except (A) as contemplated under this Agreement; (B) as may be agreed upon in writing by the party providing the Confidential Information; (C) in the case of Bank to an affiliate of Bank; (D) to the extent necessary, in exercising or enforcing its rights; or (E) as required by Applicable Law. Each party will use its reasonable best efforts to ensure that its respective officers, employees, and agents take such action as will be necessary or advisable to preserve and protect the confidentiality of Confidential Information. Upon written request after the Final Liquidation Date, each party will destroy or return to the party providing the Confidential Information all the Confidential Information in its possession or control. Confidential Information will not include information in the public domain and information lawfully obtained from a third party. Notwithstanding the foregoing, if Professional is obligated to file periodic reports with the Securities and Exchange Commission, or with any stock exchange, government agency, or court, then Professional will have the right to file a copy of this Agreement with the applicable exchange, government agency, or court to the extent necessary, in Professional's reasonable opinion, to comply with any Applicable Law (including any reporting requirement of the Securities Exchange Commission), or any listing requirement of any stock exchange, including NASDAQ, applicable to Professional; provided, that Professional will (i) notify Bank in writing not less than thirty (30) days prior to any filing of this Agreement, (ii) redact the terms of this Agreement as Bank may reasonably request prior to any the filing, and (iii) file a confidential treatment request reasonably acceptable to Bank with respect to the redacted document as part of any filing. Notwithstanding anything in the foregoing to the contrary, Bank may disclose Confidential Information of Professional to Bank's regulator, without notice to Professional, to the extent required to comply with any regulatory review of the Bank's business. Bank may also share information about its relationship with Professional with other financial institutions, credit associations (such as Dun & Bradstreet), trade associations or any bankcard association or the Discover Network.

## 12. Miscellaneous.

a. General. Each party must conduct its business and perform its obligations under this Agreement in compliance with all Applicable Law. Any notice will be effective upon personal delivery, delivery by a nationally recognized courier, or mailing by certified mail, return receipt requested. Notices must be delivered or sent, in the case of Bank to the address set forth in the preamble above, or, in the case of Professional, to the address set forth in its Professional application, or in either case to such other address as a party may provide by notice. In addition, notice to Bank must also be sent to Synchrony, 777 Long Ridge Road, Stamford, CT 06902 Attn: General Counsel. Professional may not assign this Agreement, or its rights or obligations hereunder without the prior written consent of Bank. Bank may, without Professional's consent, assign this Agreement to an affiliate or to any entity that acquires the portion of Bank's business that operates the

Program, or transfer or securitize all or any portion of the Accounts or any related rights or interests therein. Each party agrees to execute all documents and instruments and to do all things as the other party may reasonably request in order to give effect to and to consummate the transactions contemplated by this Agreement. There are no third party beneficiaries of this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral (including any RFP or similar document and any Card Acceptance Agreement for Participating Professionals), with respect to the subject matter of this Agreement. For clarity, this Agreement will not supersede any other type of agreement between Bank and Professional, including any agreement through which Bank provides network-branded bankcard processing to Professional. If any provision of this Agreement is found to be invalid or unenforceable, all other provisions will be enforced and construed as if the invalid provision were never a part of this Agreement. The failure to enforce any provision of this Agreement will not be considered a waiver. This Agreement may be executed in counterparts, but may only be amended in writing. The parties waive all right to trial by jury in any litigation. The relationship between Professional and Bank is not one of partners, joint venturers, principal and agent, or employer and employee and nothing herein or with respect to the Program will be deemed to create any such relationship.

b. Amendment. This Agreement may be amended (or a new agreement substituted for it) by Bank by sending a notice of amendment to Professional or publishing the amended Agreement on the online portal, and Professional's submission of Charge Transaction Data to Bank after the stated effective date will constitute Professional's agreement to the amendment. Unless an amendment expressly states otherwise, the amendment will be effective as to all Accounts whether established or incurred before or after the effective date of such amendment.

c. Governing Law and Arbitration. This Agreement will be interpreted in accordance with the substantive law, not including conflicts of law principles, of the State of Utah. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be finally settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the "Rules") in effect on the date of the commencement of the arbitration, and applying the substantive law of the State of Utah, without reference to its laws relating to conflicts of law. The arbitration will be conducted in the County of New York, State of New York by a sole arbitrator appointed pursuant to the Rules. The arbitrator(s) will deliver a reasoned written decision with respect to the dispute to each party, who will promptly act in accordance therewith. The prevailing party will be entitled to recover its reasonable costs relating to that aspect of its claim

or defense on which it prevails, including reasonable attorneys' fees and costs, and any opposing costs awards will be offset. The award of the arbitrator will be final and binding on the parties, and judgment may be entered on the award and enforced by any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive relief or other provisional remedies in aid of arbitration from a court of competent jurisdiction in the event that such action is reasonably necessary (e.g., a Breach of Security). Each party hereby irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 12.a for any proceeding commenced under this Section 12.c. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES AGREES THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

### 13. Defined Terms.

"Account" means the consumer credit relationship established by Bank under the Program, including though a revolving credit account or an installment credit account (and the related cardholder agreement or Credit Agreement, respectively), and all amounts owed thereunder. For sake of clarity, an "Account" will include any Account issued by Bank and used to finance a transaction with Professional.

"Accountholder" means any natural person who has established an Account.

"Accountholder Information" is defined in Section 10.a.

"Agreement" is defined in the preamble.

"Applicable Law" means all federal, state and local statutes, codes, ordinances, regulations, laws (including laws relating to fair lending and unfair, deceptive or abusive acts or practices), published regulatory guidelines and regulatory interpretations, judicial or administrative orders and interpretations, and regulatory guidance provided to Bank by its regulators, including regulations and regulatory guidance pertaining to bank safety and soundness, orders or directives and examination report comments. For clarity, Applicable Law includes Title V of the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 and regulations promulgated under that Act, the California Consumer Privacy Act, or other federal, state, and local laws, rules, regulations, and ordinances governing the privacy and security of Accountholder Information.

"Bank" is defined in the preamble.

"Bank Privacy Disclosures" is defined in Section 11.a.

"Bank Technology" is defined in Section 10.d.

"Card" means the physical or digital credit card issued (or other form of card or access device mutually agreed upon by the parties) by Bank under the Program, as well as any other credit cards issued by Bank and identified to Professional in advance by Bank.

"Charge Transaction Data" is defined in Section 3.a.

"Confidential Information" is defined in Section 11.g.

"Credit Agreement" means the closed end credit agreement between Bank and each Accountholder pursuant to which such Accountholder may make a purchase financed on installment credit provided by Bank together with any modifications or amendments which may be made to such agreement, as well as any related notes.

"CareCredit Card" is defined in the preamble.

"Credit-Related Screen Shots" is defined in Section 2A.e.

"Defective Application" means any credit application submitted by Professional where: (i) Professional has falsified the application in any respect; (ii) Professional knows or reasonably should have known that the application contains false information; (iii) any information on the physical application does not match the information transmitted to Bank; (iv) the identification or verification requirements have not been satisfied; (v) any other required procedures have not been met; or (vi) that otherwise does not meet all of the requirements of Section 2 or the Operating Guide.

"E-Consent" is defined in Section 2A.b.

"Effective Date" is defined in the preamble.

"Final Liquidation Date" is defined in Section 3.c.

"General Purpose Cards" is defined in the preamble.

"Gramm Leach Bliley Act" is defined in Section 11.a.

"Internet Applications" is defined in Section 2A.a.

"Internet Purchases" is defined in Section 2A.b.

"Online Payment Notice" is defined in Section 2A.c.

"Online Payments" is defined in Section 2A.c.

"Online Acceptance" is defined in Section 2A.c.

"Operating Guide" is defined in Section 1.a.

“Professional” is defined in the preamble.

“Professional Fee” means the applicable Professional Fee Percentage, multiplied by the amount of the charge or Credit Agreement, as applicable.

“Professional Fee Percentage” means the percentage set by Bank used in calculating the Professional Fee payable in connection with each submission by Professional to Bank of Charge Transaction Data pertaining to a promotional or non-promotional purchase.

“Professional Marks” means the trademarks, trade names, logos and service marks of Professional and any related or derivative marks, trade styles or logos.

“Professional Technology” is defined in Section 10.d.

“Program” is defined in the opening paragraph on page 1. The parties acknowledge that this Agreement may cover one or more programs offered by Bank (such as an installment program and a revolving program).

“Promotional Disclosures” is defined in Section 2A.b.

“Promotional Terms Consent” is defined in Section 2A.b.

“Reserve Account” is defined in Section 3.c.

“Rules” is defined in Section 12.c.

“Security Breach” means any event or circumstances that involves unauthorized access, use, or acquisition of data that compromises the confidentiality, integrity or availability of any record containing personally identifiable information relating to an Accountholder maintained, processed, hosted or transmitted by Professional or its subcontractors, or the loss or inability to account for any medium or equipment containing such information in an unencrypted state or any other circumstances as defined in any applicable local law.

“Term” is defined in Section 8.

“Third Party Vendor” is defined in Section 11.c.

“Upgraded Process” is defined in Section 2A.f.

**Schedule 4**  
**Transparency Principles**

Synchrony Bank promotes full transparency and disclosure to all applicants for its healthcare financing program (the “**Program**”). To ensure that applicants are aware of several key attributes of the Program, you hereby agree as follows:

- 1) You will ensure that those personnel in your office who discuss the Program with applicants (e.g., in office/store or via telephone) take and pass training offered by Synchrony Bank. Helpful training materials including videos, self-paced courses and pre-recorded webinars can be found online in Provider Center:  
<https://www.carecreditprovidercenter.com/portal/newWindowAction?scoid=246>.
- 2) You must retain each Program applicant’s signature page for no less than 25 months from the date of the application. Failure to keep and, upon request, produce these documents to Synchrony Bank may expose your office to an automatic chargeback upon consumer dispute.
- 3) You will follow the Synchrony approved advertising templates, and other disclosures or processes in the manner directed by Synchrony in creating or distributing advertising about the Program.
- 4) You, your staff, and all promotional materials must inform Program applicants about the different special financing options available to them and how these promotions work BEFORE choosing which option to use for their specific purchase. Consumers who want to learn more about deferred interest or waived interest promotions should be referred to materials provided by Synchrony. You must disclose the following information to each customer that is using special financing options:
  - Credit issued under the Program is extended by Synchrony Bank and not by their healthcare provider/retailer (e.g. the Program is NOT an in-house credit program).
  - The length of the applicable promotion/loan term and interest rate;
  - Whether the promotion expires and if so, what happens upon expiration;
  - Required payments during the promotional period;
  - The CareCredit credit card is NOT an interest-free credit card. For deferred interest promotions made on a CareCredit credit card, interest accrues on the outstanding promotional balance during the promotional period from the date of the transaction. Finance charges can be avoided ONLY IF the promotional balance is paid off prior to the end of the promotional period. Please refer consumers to Synchrony-provided information if they are interested in receiving more information;
  - For waived interest promotions on an installment loan, monthly payments are set up to fully pay off the loan over the fixed full term, not over the promotional period. Interest charged will be waived ONLY IF the customer pays an amount equal to the financed amount prior to the expiration of the promotional period.
- 5) Program accounts should only be charged for those costs incurred or services actually rendered within 30 days of the charge. Additional services may be billed as you provide them to the consumer. These requirements do not apply to charges for orthodontic services or custom products ordered by the consumer. Additionally, services may be rendered or products may be delivered within a period of time longer than 30 days following charges on an Account for specific industries as communicated in writing to you by Synchrony Bank.
- 6) You agree to respond to inquiries from Synchrony Bank regarding consumer complaints and/or disputes within the time frame specified with each request.
- 7) You will advise customers of your policy regarding returns/refunds. Your refund policy must be reasonable and fair in Synchrony Bank’s sole discretion.
- 8) These program guidelines are designed to provide transparency for patients and customers using the Program. Synchrony Bank reserves the right to monitor your adherence to these and other policies. Professionals who violate these policies will be subject to chargebacks as well as to termination.