



Informed Consent and Agreement for the Invisalign® Patient

Notice to treating office: This form is to be signed by your Invisalign® patients prior to treatment and kept for your records it should not be sent to Align Technology, Inc.

Patient's Informed Consent and Agreement Regarding Invisalign® Orthodontic Treatment

Your doctor has recommended the Invisalign® system for your orthodontic treatment. Although orthodontic treatment can lead to healthy teeth and provide important benefits, such as an attractive smile, you should also be aware that orthodontic treatment (including orthodontic treatment with Invisalign® aligners) has limitations and potential risks that you should consider before undergoing treatment.

Device Description

Invisalign® aligners, developed by Align Technology, Inc. ("Align") consist of a series of clear plastic, removable appliances that move your teeth in small increments. Invisalign® products combine your doctor's diagnosis and prescription with sophisticated computer graphics technology to develop a treatment plan which specifies the desired movements of your teeth during the course of your treatment. Upon approval of a treatment plan developed by your doctor, a series of customized Invisalign® aligners are produced specifically for your treatment.

Procedure

You will undergo a routine orthodontic pre-treatment examination including x-rays and photographs. Your doctor will take

impressions of your teeth and send them, along with a prescription to the Align laboratory. Align technicians will follow your doctor's prescription to create a ClinCheck® software model of your prescribed treatment. Upon approval of the ClinCheck treatment plan by your doctor, Align will produce and mail a series of customized aligners to your doctor.

The total number of aligners will vary depending on the complexity of your doctor's prescription. The aligners will be individually numbered and will be dispensed to you by your doctor with specific instructions for use. Unless otherwise instructed by your doctor, you should wear your aligners for approximately 20 to 22 hours per day, removing them only to eat, brush and floss. As directed by your doctor, you will switch to the next aligner in the series every two to three weeks. Treatment duration varies depending on the complexity of your doctor's prescription.

You should follow up with your doctor at a minimum of every 6 to 8 weeks. Some patients may require bonded aesthetic attachments and/or elastics on their teeth during treatment to facilitate specific dental movements. Patients may require additional refinement after the initial series of aligners.

Benefits

- Invisalign® aligners offer an esthetic alternative to conventional braces.
- Aligners are nearly invisible so many people won't realize you are in treatment.

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- Tooth movement can be visualized through the ClinCheck® software.
- Aligners allow for normal brushing and flossing tasks that are generally impaired by conventional braces.
- Aligners do not have the metal wires or brackets associated with conventional braces.
- The wearing of aligners may improve oral hygiene habits during treatments.
- Periodontal patients may notice improved dental health during treatment.

Risks and Inconveniences

Like other orthodontic treatments, the use of Invisalign® product(s) may involve some of the risks outlined below:

- (i) Failure to wear the appliances for the required number of hours per day, not using the products as directed by your doctor, missing appointments, and atypically shaped teeth can lengthen the treatment time and affect the ability to achieve the desired results;
- (ii) Dental tenderness may be experienced after switching to the next aligner in the series;
- (iii) Gums, cheeks and lips may be scratched or irritated;
- (iv) Teeth may shift position after treatment. Faithful wearing of retainers at the end of treatment should reduce this tendency;
- (v) Tooth decay, periodontal disease, inflammation of the gums or permanent markings (e.g. decalcification) may occur if patients consume foods or beverages containing sugar, do not brush and floss their teeth properly before wearing the Invisalign® products, or do not use proper oral hygiene and preventative maintenance;
- (vi) The aligners may temporarily affect speech and may result in a lisp, although any speech impediment caused by the Invisalign® products should disappear within one or two weeks;
- (vii) Health of the bone and gums which support the teeth may be impaired or aggravated;
- (viii) Oral surgery may be necessary to correct crowding or severe jaw imbalances that are present prior to wearing the Invisalign® product. If oral surgery is required, risks associated

with anesthesia and proper healing must be taken into account prior to treatment;

(ix) A tooth that has been previously traumatized, or significantly restored may be aggravated. In rare instances the useful life of the tooth may be reduced, the tooth may require additional dental treatment such as endodontic and/or additional restorative work and the tooth may be lost;

(x) Existing dental restorations (e.g. crowns) may become dislodged and require re-cementation or in some instances, replacement;

(xi) The length of the roots of the teeth may be shortened during orthodontic treatment and may become a threat to the useful life of teeth;

(xii) General medical conditions and use of medications can affect orthodontic treatment;

(xiii) Product breakage has a higher probability in cases with multiple missing teeth;

(xiv) Orthodontic appliances or parts thereof may be accidentally swallowed or aspirated;

(xv) In rare instances, problems may also occur in the jaw joint, causing joint pain, headaches or ear problems;

(xvi) Allergic reactions may occur;

(xvii) Teeth that are not at least partially covered by the aligner may undergo supraeruption;

(xiii) Short clinical crowns can pose appliance retention issues and inhibit tooth movement;

(xix) Teeth may require interproximal recontouring or slenderizing in order to create space to allow tooth movement to occur; and

(xx) Attachments may be bonded to one or more teeth during the course of treatment.

Informed Consent

I have been given adequate time to read and have read the preceding information describing orthodontic treatment with Invisalign® aligners. I understand the benefits, risks and inconveniences associated with treatment. I have been sufficiently informed and have had the opportunity to ask questions and discuss concerns about orthodontic treatment with Invisalign® products with my doctor from whom I intend to receive treat-

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ment. I understand that I should only use the Invisalign® products after consultation and prescription from an Invisalign® certified doctor, and I hereby consent to orthodontic treatment with Invisalign® products that have been prescribed by my doctor. Due to the fact that orthodontics is not an exact science, I acknowledge that my doctor and Align Technology, Inc. (“Align”) have not and cannot make any guarantees or assurances concerning the outcome of my treatment. I understand that Align is not a provider of medical, dental or health care services and does not and cannot practice medicine, dentistry or give medical advice. No assurances or guarantees of any kind have been made to me by my doctor or Align, its representatives, successors, assigns, and agents concerning any specific outcome of my treatment.

I authorize my doctor to release my medical records, including, but not be limited to, radiographs (x-rays), reports, charts, medical history, photographs, findings, plaster models or impressions of teeth, prescriptions, diagnosis, medical testing, test results, billing, and other treatment records in my doctor’s possession (“Medical Records”) (i) to other licensed dentists or orthodontists and organizations employing licensed dentists and orthodontists and to Align, its representatives, employees, successors, assigns, and agents for the purposes of investigating and reviewing my medical history as it pertains to orthodontic treatment with product(s) from Align and (ii) for educational and research purposes.

I understand that use of my Medical Records may result in disclosure of my “individually identifiable health information” as defined by the Health Insurance Portability and Accountability Act (“hipaa”). I hereby consent to the disclosure(s) as set forth above. I will not, nor shall anyone on my behalf seek legal, equitable or monetary damages or remedies for such disclosure. I acknowledge that use of my Medical Records is without compensation and that I will not nor shall anyone on my behalf have any right of approval, claim of compensation, or seek or obtain legal, equitable or monetary damages or remedies arising out of any use such that comply with the terms of this Consent. A photostatic copy of this Consent shall be considered as effective and valid as an original. I have read, understand and agree to the terms set forth in this Consent as indicated by my signature below.

Signature

Print Name

Address

City/State/Zip

Date

Witness

Print Name

Signature of Parent/Guardian

If signatory is under 21, the parent or Legal Guardian must also sign to signify agreement.

Use of my personal Data

By signing this form, I _____ release Dr. _____ from his obligation to treat medical records confidentially for the purpose of the treatment. The above named doctor may (for the purpose of the treatment) forward my medical data (in particular dental x-rays, impressions, intra- and extra-oral photos and bite registration) and the treatment plan, which includes my personal data, to Align Technology, BV, Arlandaweg 161, 1043 HS Amsterdam, The Netherlands and to Align Technology Inc., 881 Martin Avenue, Santa Clara, CA 95050, USA (www.invisalign.com).

Patient Signature

Date

Align Technology, BV and Align Technology Inc. undertake to protect the data in compliance with the mandatory regulations for medical data and only to use the data for the treatment and related purposes. The data may only be disclosed to third parties in the course of the treatment if that third party is obliged to treat medical records confidentially like a medical doctor or if I have explicitly consented to such disclosure.

I am aware that Align Technology Inc. has its place of business in the US and is therefore not subject to the data protection regulations of the European Union or other European countries and therefore different regulations apply with regard to the protection of personal data compared to the European Union and other European countries.

Align Technology Inc. and its employees are however subject to the same obligations of secrecy that doctors in the US have to comply with.

I finally consent to the use of my orthodontic records for purposes of orthodontic consultations, educational and research purposes, and publication in professional journals. This consent is valid only however if neither my name, nor my address, nor other information are disclosed which would identify me as an individual.

I have consented voluntarily and can revoke my consent by notice to the above named companies and the above named doctor at any time - partially or completely - with effect for the future. If this right of revocation is exercised, however, the continuation or the beginning of the treatment may become impossible.

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