



Equipment Purchase Agreement

This Agreement, made this day, as noted on the Site and in the electronic invoice by and between SL Chandler, LLC d/b/a Smile Labs ("Seller") and the customer as noted on the Site and the electronic invoice ("Buyer") (Collectively Seller and Buyer may be referred to herein as "Parties") sets forth the terms and conditions on which Seller and Buyer shall deal with one another with respect to Buyer's purchase of: (1) Seller's teeth whitening products and equipment; and (2) the use of Seller's licenses, copyrights, proprietary materials, and intellectual property. Most transactions in connection with this Agreement will be completed on the telephone or online at www.mysmilelabs.com (the "Site").

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto mutually agree to the following terms and conditions:

1. Definitions.

1.01 "Agreement" means and includes: (1) this Equipment Purchase Agreement; (2) the terms and conditions of the "Website Terms and Conditions" that Buyer agreed to on the Site; (3) the Site "Privacy Policy;" and (4) the Site "Terms of Use." Thus, any time that this document refers to the "Agreement," the terms and conditions of the Website Terms and Conditions, the Privacy Policy, and the Terms of Use are included and incorporated therein.

1.02 "Entire Agreement" means and includes the terms and conditions of: (1) this Equipment Purchase Agreement; (2) the terms and conditions of the "Website Terms and Conditions" that Buyer agreed to on the Site; (3) the Site "Privacy Policy;" and (4) the Site "Terms of Use."

1.04 "Products" means teeth whitening supplies and equipment; all items listed on the invoice described as "Thanks for your order email" attached hereto; proprietary, copyright, and trademark items including, but not limited to the SmileLABS trade name, logo(s), website(s), slogan(s), and marketing material(s).

2. **Authorization.** Seller hereby agrees to sell to Buyer teeth whitening products and equipment and hereby authorizes Buyer to use, with some limitations and conditions, the "Smile Labs System" (including its logo, name, and other proprietary and intellectual property items) for marketing and advertising.

3. **Payment.** Upon execution of this Agreement, Buyer shall pay Seller the amount as outlined in the electronic invoice from the Site USD ("Payment") and agrees to the other covenants herein as sufficient consideration for items or package(s) which includes the Products as defined herein as well as the items outlined in the "Thanks for your order email" and electronic invoice attached to this Agreement.

4. **Authorization to Process Electronic Payment(s).** Buyer authorizes Seller to process an initial payment today in the amount outlined above on Buyer's credit card, card number as entered on the Site, ("Electronic Payment Data"). Buyer represents and warrants as follows:

- (a) the Electronic Payment Data supplied is true, correct, and complete;
- (b) Buyer is authorized to make purchases with this credit card and account;
- (c) the charges incurred by Buyer will be honored by the Buyer's credit card company;
- (d) Buyer shall pay for any charges incurred by Buyer.

Buyer authorizes Seller to place Buyer's Electronic Payment Data on account and may use Buyer's Electronic Payment Data for payment as directed by Buyer for subsequent orders placed on Buyer's account either online at www.mysmilelabs.com or by telephone. Seller shall not be responsible for any unauthorized orders made to Buyer's account. Buyer shall be responsible for payment of all charges incurred on Buyer's account. Buyer agrees to keep his or her Smile Labs' account information (for example Username and Password) confidential and to notify Seller within 24 hours of any unauthorized orders or use of Buyer's account.

5. Buyer's Shipping Address and Required Notice for Damaged or Missing Items in Shipment. Seller will ship Products to Buyer upon receipt of Payment and acceptance of this Agreement. All Products will be shipped via a carrier chosen at the discretion of the Seller ("Carrier") to the address provided to by the Buyer on the Site (as noted on the electronic invoice) for shipment. A tracking number shall be emailed to Buyer within 48 hours directly from the Carrier. The Carrier shall require an authorized signature at the time of delivery. Any delivery issues such as, but not limited to, missing items or damaged goods for any Products as outlined herein or in Exhibit A must be submitted in writing to Seller at sales@mysmilolabs.com within five (5) days of the Shipment arrival date as noted by Carrier. Six (6) days after the Shipment has been delivered, Seller's obligations regarding Shipment shall be deemed complete and fulfilled.

5.01 Seller shall not be liable in any respect for failure to ship or for delay in shipment of Products pursuant to accepted orders where such failure or delay shall have been due wholly or in part to shortage or curtailment of material, labor, transportation, or utility services, or to any labor or production difficulty in Seller's plants or those of its suppliers, or to any cause beyond Seller's control or without Seller's fault or negligence, and Seller shall not be liable for shipping products over routes or by means of transportation other than as specified by Buyer.

5.02 Title to and risk of loss of Products shall pass to Buyer on Seller's placing such Products in the custody of a Carrier for shipment to Buyer.

5.03 Seller shall in no event have any responsibility for any damage caused to the Products during shipment. It shall be the sole responsibility of Buyer to file any appropriate claims for reimbursement with the Carrier.

6. Exclusive Territory (Conditional). Seller will not sell or distribute Products to any other person or entity in zip code(s) as outlined in the above Order Instructions/Comments as "Exclusive Zip Codes;" ("Exclusive Territory") in exchange for Buyer's purchase of the package listed in paragraph 3, above; however, the right to an Exclusive Territory is conditional on Buyer fulfilling all the terms of this Agreement. The right to an Exclusive Territory forfeits immediately and without notice if Buyer violates or breaches any of the terms of this Agreement. Buyer agrees not to operate, sell, distribute, use or dispense any Product outside of Buyer's Exclusive Territory. If Buyer finds that another person or entity authorized to use the Smile Labs name is encroaching on Buyer's Exclusive Territory, Seller shall have no liability whatever in contract, tort, or otherwise to Buyer for the encroachment. Buyer shall notify Seller immediately of the encroachment. Seller will thereafter provide written notice to the person or entity doing the encroaching that they must cease and desist operating in Buyer's Exclusive Territory. Thereafter, Seller shall have no other obligations towards Buyer regarding the encroachment.

7. Minimum Purchase Requirement. Buyer must purchase a minimum of one case of 36 whitening kits every 60 days starting from the date of this Agreement ("Minimum Order"). If Buyer fails to purchase this Minimum Order, the Exclusive Territory shall be automatically forfeited without notice.

8. Non-Disclosure. Buyer hereby agrees that he or she will never, either while this Agreement is in effect or after its expiration or termination, disclose to anyone Seller's customer(s), list(s), trade secrets, suppliers, methods, training, sales organization, employees, owners, operators, vendors, price list, marketing methods or other confidential material obtained in connection with this business relationship between the Parties. Buyer agrees to take reasonable security measures to prevent accidental disclosure or espionage.

9. Exclusivity and Non-Competition. As a material inducement to Seller, Buyer acknowledges and agrees that Buyer does not have any experience in the teeth whitening industry and Seller is going to dispense valuable trade knowledge/secrets and training to Buyer. Accordingly, Buyer promises and agrees to exclusively purchase teeth whitening supplies, equipment, packages, and products from Seller for a period of one (1) year starting from the date of execution of this Agreement. At all times that this Agreement remains in full force and effect and has not expired or terminated, Buyer further promises and agrees not to: (a) buy any teeth whitening supplies, equipment, packages and products obtained from any competing teeth whitening business; or (b) sell any teeth whitening supplies, equipment, packages and products obtained from another teeth whitening company; and (c) compete with Seller in any way while this Agreement remains in effect. Finally, for a period of one (1) year from the expiration or termination of this Agreement, Buyer agrees not to compete with Seller within the United States of America. Competition means owning, working for, selling to, consulting for, and buying for or from any business that manufactures, markets, or sells teeth whitening products, equipment, and/or packages

10. Limited and Conditional Use of Intellectual Property. The trade name "SmileLABS" or "Smile Labs," its logo(s), website(s), slogan(s), marketing material(s), mark(s), copy, research, product packaging, and all other proprietary material ("Intellectual Property") remain the sole property of the Seller through the United States and Internationally. The Seller hereby grants Buyer limited and conditional use of the Intellectual Property in exchange for the Buyer exclusively purchasing all teeth whitening equipment, supplies, packages, and products from Seller and only if Buyer is in full compliance with all the terms of this Agreement. Buyer agrees not to use the name "SmileLAB(S)" or "Smile Lab(s)" in the name of the legal

entity established by Buyer. All of Buyer's signs and advertising materials must set forth the name of the Buyer's legal entity. Buyer, however, is authorized to claim on its signs and advertising materials that they are an "Authorized Dealer" of "SmileLABS or Smile Labs" products.

10.01 Seller's Right to Terminate Without Cause. Buyer agrees to discontinue use of any and all Intellectual Property immediately upon demand by Seller, with or without cause and in Seller's absolute and sole discretion. Furthermore, upon termination of this Agreement for any reason, Buyer shall remove all signs and displays relating to Seller's Intellectual Property; and, in the event of Buyer's failure to do so, Seller may itself remove such article and material at Buyer's expense.

10.02 No Right to Use of Intellectual Property Upon Breach. Upon breach of this Agreement by Buyer, Buyer agrees to immediately discontinue use of any and all Intellectual Property. Buyer further agrees to notify Seller within three (3) days of any violation of this Agreement.

11. Non-Disparagement. Buyer covenants and agrees that he or she will not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) that are disparaging, deleterious or damaging to the integrity, reputation or good will of the Seller or its respective management or products and services.

12. Liquidated Damages. Buyer shall be liable to pay liquidated damages to Seller of no less than \$25,000.00 for each breach of the covenants and/or conditions outlined in paragraphs 8, 9, 10, 10.01, 10.02, 11 or 25 of this Equipment Purchase Agreement.

13. Buyer as Independent Contractor. Buyer will act as an independent contractor under the terms of this Agreement and not as an agent or legal representative of Seller for any purpose, and Buyer has no right or authority to assume or create any obligation of any kind, express or implied, on behalf of Seller to Buyer's customers or to any other person. Nothing in this Agreement shall be construed to be a partnership.

14. Automatic Renewal. This Agreement will automatically renew every year from the date this Agreement is signed unless and until Buyer submits its desire to terminate this Agreement thirty (30) days prior to the expiration of the 1 year term and all other subsequent terms.

15. Termination. Seller may terminate this Agreement by giving Buyer written notice, effective immediately, in Seller's sole and absolute discretion and without cause. Buyer shall not have the option of terminating this Agreement prior to the expiration of 1 year after execution of this Agreement.

16. Warranty. The teeth whitening accelerator light(s) ("Accelerator") have a 1-year warranty from the date of execution of this Agreement. If a part on the Accelerator is deemed defective through the absolute and sole discretion of Seller, only the defective part will be replaced. This warranty does not cover any damage caused by Buyer's improper use, improper storage and/or transport, mishandling, abuse, alteration or modification of the Accelerator. Buyer shall be responsible for all shipping and handling charges to return the defective part(s) and ship new warranted part(s). Buyer agrees to cooperate with Seller in returning the defective part(s), providing photograph(s), and description(s) of all issues and defects at Buyer's expense.

16.01 THERE SHALL BE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS OR ANY OTHER OBLIGATION ON THE PART OF SELLER WITH RESPECT TO ANY OF THE PRODUCTS EXCEPT THE WARRANTY OR WARRANTIES EXTENDED PURSUANT TO THIS SECTION.

16.02 In any event and notwithstanding anything in this Agreement to the contrary, Seller's liability under any warranty shall be discharged by replacing or repairing any part or parts that may prove defective under normal and proper use, within the effective period of the warranty, if shown to be defective by proper evidence submitted to Seller. Seller shall have no liability whatever for any incidental or consequential damages.

17. Buyer's Independent Due Diligence. All information provided to the Buyer from the Seller during the discovery process was done on a best-effort basis. Accordingly, Buyer acknowledges and agrees that Buyer is not has not been induced nor is Buyer relying on any oral or written information such as, but not limited to, Product descriptions, claims, advertisements, earnings claims, website, webinar, emails, references, phone conversations, or any other information from Seller in determining to enter this Agreement and provide Payment other than what is set forth here in this Agreement. All products are sold new and therefore have never been used, but it is the sole responsibility of Buyer, at Buyer's discretion, to inspect all Products prior to entering this Agreement and providing Payment. Accordingly, Buyer shall solely rely on Buyer's own

knowledge, independent due diligence, third-party information, personal and third-party inspection of the Products, to determine applicable uses, efficacy, limitations, legality, and regulatory within local, state, and federal law ("Independent Due Diligence"). If the Buyer chooses not to do adequate Independent Due Diligence the Buyer does so at his or her own risk and Buyer agrees to assume all liability and purchase Products sight unseen and shall accept Products as is. Due to the hygienic nature of the Product, Seller cannot re-sell returned Product and therefore shall not accept returns. All sales are final. Any and all exceptions are outlined in the aforementioned Warranty paragraph.

18. Indemnification. Buyer agrees to hold harmless, indemnify, and forever discharge Seller from any and all liability and damages arising from any adverse actions against Buyer or Seller initiated by any federal and state regulators, consumers, and other person(s) or entities relating to the use, sale, and distribution of Products by Buyer.

19. Waiver. Failure of either party at any time to require performance by the other party of any provision of this Agreement shall not be deemed to be a continuing waiver of that provision or a waiver of any other provision of this Agreement.

20. Governing Law. The performance of this Agreement shall in all respects be governed by the laws of the State of Arizona.

21. Entire Agreement. This Equipment Purchase Agreement includes and incorporates by reference the terms and conditions of the Website Terms and Conditions, the Privacy Policy and the Terms of Use from the Site. See Section 1.01, above. This Equipment Purchase Agreement, the Website Terms and Conditions, the website "Privacy Policy," and the website "Terms of Use" constitute the Entire Agreement oral or otherwise between Seller and Buyer, and supersede any and all prior contemporaneous agreements, representations, descriptions, warranties, and understandings with respect to the goods, services and information provided by or through the Site or through Seller. Accordingly, this Entire Agreement can only be changed in writing. Buyer agrees to review the Entire Agreement prior to purchasing any Product and Buyer's purchase of any Product and/or Buyer's execution of this Agreement shall be deemed acceptance of the Entire Agreement.

22. Prevailing Instrument. In the event of a conflict in the terms and conditions of this Equipment Purchase Agreement with the terms and conditions of the Website Terms and Conditions that Buyer agreed to on the Site; or the Site Privacy Policy; or the Site Terms of Use this Equipment Purchase Agreement shall prevail.

23. Copyright. The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters related to the Site, printed marketing material, all media, prints, pdfs, presentations, photographs, forms, and text ("Content") are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and the copying, redistribution, use or publication by a Buyer of any such Content or any part of the Site is prohibited.

24. Editing, Deleting, and Modification. Seller reserves the right at its sole discretion to edit or delete any information or content appearing on the Site and to remove any goods and services for sale. Seller may modify or discontinue or revise any or all aspects of the Site in its sole discretion and without prior notice.

25. Good Will. Buyer will use reasonable efforts to protect, maintain and promote the name "Smile Labs" and its distinguishing characteristics, and the other marks. Buyer will not engage in conduct (or allow employees, representatives, or customers to engage in conduct) which is unlawful or damaging to the good will or public image of Seller.

26. Opportunity to Contemplate and Seek Counsel for this Agreement and the Retail Customer Purchase Agreement. Seller does not warrant or represent the enforceability of the Retail Customer Purchase Agreement identified in Exhibit A ("Retail Agreement") and Buyer should seek independent legal counsel licensed in the applicable State to ensure the Retail Agreement is enforceable according to local, state, and federal law. Both Buyer and Seller agree that they have had at least seven (7) days to read the Agreement and the Retail Agreement and seek independent legal counsel regarding its contents and construction.

27. Consent to Jurisdiction and Venue Exclusively in Maricopa County, Arizona. Buyer and Seller agree that any and all actions or proceedings that may arise in connection with this Agreement shall be tried and litigated exclusively in Arizona State or Federal courts located in Maricopa County, Arizona. The aforementioned choice of forum and venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than Maricopa County, Arizona. The Parties hereto waive any right either may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph. The Parties hereto stipulate that the State and Federal courts located in Maricopa County, Arizona shall have jurisdiction and venue over each of them for the purpose of litigating

any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, and postage prepaid to the addresses as set forth in the heading of this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgments and may be enforced in other jurisdictions in any manner provided by law.

28. Attorneys' Fees. In any litigation, arbitration, or other proceeding by which the Buyer or Seller seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, court costs, and expenses incurred.

28. Miscellaneous.

28.1 Severability. If any covenant or provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any statute, rule of law, or public policy, then all other conditions and provisions of this Agreement shall remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other unless expressly stated in this Agreement.

28.2 Disclaimers. No party has any authority to make any representation or promise on behalf of either party not contained herein, and this Agreement has not been executed by either party based upon any such representation or promise not contained herein. Without limitation, no representation or guarantee has been or is made by Seller to Buyer that Buyer will be successful in the teeth whitening industry or that Buyer will earn any specified amount. Seller herein is supplying teeth whitening Products to Buyer for Buyer to sell on the retail market. It is specifically understood and recognized that Buyer's success is speculative in nature and depends to a substantial degree upon Buyer's abilities, efforts, as well as upon economic conditions and many other factors.