



Opalescence[®]
tooth whitening systems



ULTRADENT PRODUCTS, INC.
AUTHORIZED DISTRIBUTOR POLICY
Effective Date: February 15, 2021

This Ultradent Products, Inc. Authorized Distributor Policy (“Distributor Policy”) is issued by Ultradent Products, Inc. (“Ultradent”) and applies to Authorized Distributors of Opalescence products (“Product(s)”) in the United States of America. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and Ultradent. By purchasing Products from Ultradent or one of Ultradent’s Authorized Brokers for resale to Authorized Retailers and/or Authorized Dental Clinicians (as defined below), you (“Distributor”) agree to adhere to the following terms. Until such status is otherwise revoked by Ultradent in Ultradent’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” Ultradent may review Distributor’s activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

1. **Authorized Customers.**

(a) Distributor is authorized to sell Products purchased from Ultradent to Authorized Retailers and/or Authorized Dental Clinicians only.

(b) An “Authorized Retailer” is an individual or business entity that:

- (i) purchases Products from Ultradent or an Ultradent Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and abides by the Ultradent Products, Inc. Authorized Retailer Policy (“Retailer Policy”); and
- (iii) has not had its Authorized Retailer status revoked by Ultradent or been identified by Ultradent as ineligible to become an Authorized Retailer.

(c) An “Authorized Dental Clinician” is an individual or business entity that:

- (i) purchases Products from Ultradent or an Ultradent Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) if an individual, is a dental clinician with a licensure/certification (if required by law) in good standing, and if a business entity, has a dental clinician as an owner, member, operator, manager, director, or similar authority involved with the sales of the Products;
- (iii) has received and abides by the Ultradent Products, Inc. Authorized Dental Clinician (“Dental Clinician Policy”); and
- (iv) has not had its Authorized Dental Clinician status revoked by Ultradent or been identified by Ultradent as ineligible to become an Authorized Dental Clinician.

(d) If any customer or prospective customer of Distributor is not yet an Authorized Retailer or Authorized Dental Clinician, Distributor shall immediately provide the Retailer Policy or the Dental Clinician Policy, as applicable to that prospective customer, to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Retailer Policy or Dental Clinician Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Retailer or Authorized Dental Clinician, as applicable to that customer, unless and until Ultradent revokes such status. Authorized Retailers and Authorized Dental Clinicians are determined by Ultradent in its sole discretion.

(e) Notwithstanding anything to the contrary in this Distributor Policy, Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to Amazon, Walmart, Target, or Groupon.

(f) **Distributor shall not sell Products to End Users without Ultradent's prior written consent.** An "End User" is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party.

(g) Distributor shall cease or suspend sales to any customer promptly upon request of Ultradent.

(h) Distributor shall not sell, ship, invoice, or promote the Products outside the United States of America or to anyone Distributor knows or has reason to know intends to ship the Products outside of the United States of America without Ultradent's prior written consent.

(i) Distributor shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Retailer or Authorized Dental Clinician customers as requested by Ultradent from time to time.

2. **Online Sales.** Distributor shall not offer for sale or sell the Products on or through any Publicly Accessible Website without the prior written consent of Ultradent.

(a) A "Publicly Accessible Website" is a website, online marketplace mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party online marketplace websites, including, but not limited to, Amazon, eBay, Walmart Marketplace, Target+, are Publicly Accessible Websites. Sales on these websites are prohibited without Ultradent's prior written consent.**

(c) A website operated by Distributor to facilitate orders from Authorized Retailers or Authorized Dental Clinicians that requires the Authorized Retailer or Authorized Dental Clinician to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between Ultradent and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by Ultradent to sell the Products on a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** Distributor shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Ultradent. Distributor shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Distributor's business and/or (b) related to the marketing and sale of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Ultradent or the Products. Distributor shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Distributor shall comply with the Ultradent Products, Inc. Product Care, Customer Service, and Other Quality Controls attached as Exhibit A, as Ultradent may amend from time to time.

5. **Intellectual Property.**

(a) Distributor acknowledges and agrees that Ultradent owns all proprietary rights in and to the Opalescence brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Ultradent IP"). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Ultradent IP solely for purposes of marketing and selling the Products as set forth

herein. This license will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the Ultradent IP shall inure solely to the benefit of Ultradent.

(b) Distributor's use of the Ultradent IP shall be in accordance with any guidelines that may be provided by Ultradent from time to time, and must be commercially reasonable as to the size, placement, and other manners of use. Ultradent reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the Ultradent IP at any time, without limitation. In marketing the Products, Distributor shall only use images of Products either supplied by or authorized by Ultradent and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Distributor shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Ultradent product name or any trademark owned by or licensed to Ultradent, nor a misspelling or confusingly similar variation of any Ultradent product name or any trademark owned by or licensed to Ultradent.

6. **Termination.** Ultradent reserves the right to terminate Distributor's status as an Authorized Distributor with written or electronic notice. Upon termination of a Distributor's status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of Products or has any affiliation whatsoever with Ultradent; and (iii) using all Ultradent IP.

7. **Modification.** Ultradent reserves the right to update, amend, or modify this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the Ultradent IP, or use of any other information or materials provided by Ultradent to Distributor will be deemed Distributor's acceptance of the amendments.

EXHIBIT A
ULTRADENT PRODUCTS, INC.
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Ultradent regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels or in any SDS sheets as may be made available to Retailer. (SDS sheets are currently made available at: <https://www.ultradent.com/resources/safety-data-sheets>.) Store Products in a cool, dry, clean place away from direct sunlight and excessive heat, and where directed on the product labeling, refrigerate the products in accordance with the instructions thereon.
2. Although repackaging of multi-pack Products into single-pack Products is permitted, the sale of single-syringe or single-use Products is prohibited. Products must in all other respects be sold in their original packaging. Relabeling of the Products or other alterations to Products or their packaging is not permitted. Any other change to the packaging prior to sale requires the prior written consent of Ultradent.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, lot code, or other identifying information on Products or their packaging. Do not dilute Products.
4. Do not resell any Product that has been returned opened.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Ultradent.
6. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired. Destroy or dispose of expired Products in accordance with instructions provided by Ultradent and applicable law.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and safe and proper use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly. Product instructions are currently made available at: <https://www.ultradent.com/resources/product-instructions>. Product allergen information is currently made available at: <https://www.ultradent.com/resources/product-allergens>.
8. Cooperate with Ultradent with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with Ultradent with respect to any Product recall or other consumer safety information dissemination efforts.
10. Report to Ultradent any customer complaint or adverse claim regarding the Products and assist Ultradent in investigating any such complaints or adverse claims.
11. Cooperate with Ultradent in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.