



Opalescence®  
tooth whitening systems



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

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

1. **Authorized Customers.** Retailer is authorized to sell Products only to End Users. An “End User” is a 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. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, or promote the Products outside the United States of America without Ultradent’s prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Retailer in Retailer’s legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, Target+); and
- (iii) is operated in compliance with the terms and conditions set forth in the Ultradent Products, Inc. Online Sales Guidelines, attached as Exhibit A, as Ultradent may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Ultradent.**

(c) Ultradent reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Ultradent and Retailer regarding the sale of the Products online.

3. **Sales Practices.** Retailer 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. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Ultradent. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer’s business and/or (b) related to the marketing and sale of the Products. Retailer 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. Retailer shall not advertise Products not carried in inventory.

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

5. **Intellectual Property.**

(a) Retailer 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”). Retailer 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 Retailer’s status as an Authorized Retailer. All goodwill arising from Retailer’s use of the Ultradent IP shall inure solely to the benefit of Ultradent.

(b) Retailer’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, Retailer’s use or intended use of the Ultradent IP at any time, without limitation. In marketing the Products, Retailer 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) Retailer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Ultradent product name or trademark, nor a misspelling or confusingly similar variation of any Ultradent product name or trademark.

6. **Termination.** Ultradent reserves the right to terminate Retailer’s status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer’s status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Ultradent 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 Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Retailer’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 Retailer will be deemed Retailer’s acceptance of the amendments.

**EXHIBIT A**  
**ULTRADENT PRODUCTS, INC.**  
**ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Ultradent or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Ultradent's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to Ultradent for review upon request. Retailer agrees to cooperate with Ultradent in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Ultradent.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Retailer shall ensure that any third-party logistics provider engaged by Retailer to store inventory or fulfill orders for the Products is aware of and complies with all product quality controls and customer service standards described herein or otherwise conveyed to Retailer by Ultradent. Retailer shall ensure that any such third-party logistics provider stores Retailer's inventory of Products separately from any Products owned by any third party. Upon request by Ultradent, Retailer shall disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and shall cooperate with Ultradent in investigating any concerns related to the Products that may relate to Retailer's use of a third-party logistics provider. Under no circumstances shall Retailer permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than Retailer's.

**EXHIBIT B**  
**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 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.