



LOUSEBUSTER™ 
™ LARADA • SCIENCES

LouseBuster™ Purchase Agreement

This LouseBuster™ Purchase Agreement (the “Agreement”) is a legal agreement between you and Larada Sciences, Inc. (“Larada”), which governs the use of the LouseBuster™ device (“LouseBuster™”) you are purchasing. By executing this Agreement, you agree to be legally bound by the terms of this Agreement. If you violate the terms set forth below, Larada will be entitled to exercise its rights and remedies as set forth herein,

1. Definitions.

- (a) “Applicator Kit” shall mean the disposable applicator tip and other items (added thereto from time to time by Larada) intended for one-time use on a single client and thereafter discarded.
- (b) “Governmental Authority” shall mean any domestic or foreign national, state or municipal government or multinational body (including, without limitation, the U.S. Government, any international governments and the governments or authorities of each state or province within the territory or jurisdiction thereof), any subdivision, agency, commission, or authority thereof, and any quasi-governmental or private body exercising any regulatory or taxing authority thereunder.
- (c) “Operator” shall mean any Person who operates the LouseBuster™ device.
- (d) “Purchaser” shall mean any Person who owns a LouseBuster™ device.
- (e) “Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, association, unincorporated organization, other entity or governmental agency.
- (f) “Products” shall mean the LouseBuster™, related accessories and replacement parts, the disposable Applicator Kits (and each individual component thereof) used in connection with each treatment using the LouseBuster™ device, and the personal care products and other items that are offered by Larada “Training Program” shall mean Larada’s authorized training program that educates, trains, and certifies Operators, including all instructional presentations, videos, tests, manuals, printed materials, web-based training, and the content described therein.

2. Execution of LouseBuster™ Purchase Agreement.

This Agreement must be executed by any Purchaser prior to purchasing a LouseBuster™ device.

3. Certified Operators Only and Only in Institutional Environment.

You agree not to administer, or allow any Person to administer, LouseBuster™ treatments unless you hold, or such Person holds, an active LouseBuster™ Certified Operator Certificate issued by, and in good standing with, Larada. LouseBuster™ Certified Operator Certificates may only be obtained by successfully completing Larada's Training Program and signing a LouseBuster Certified Operator™ Agreement. You also agree to use this device only in your institutional environment (school, camp, public health office etc) and not to use it as a private supplier/ business providing treatments for individuals outside your organization for a fee.

4. No Re-Use of Applicator Kits.

Each Applicator Kit shall be used once and discarded. You agree not to re-use, nor allow any Person to re-use, any component of an Applicator Kit.

5. Treatment Standards.

You shall provide, or ensure that each Operator provides, treatments in strict adherence to the methods, procedures and quality standards taught in Larada's Training Program and provided within the LouseBuster™ Operator's Manual.

6. Regulated Medical Device.

You acknowledge that the LouseBuster™ is a regulated medical device, and you agree to comply, and cause all Operators to comply, with the regulatory requirements of any Governmental Authority applicable to the LouseBuster™.

7. No Use of Parts Other than Products sold by Larada.

You agree not to use, or permit the use of, any parts or components in connection with the operation of the LouseBuster™, other than the Products offered by Larada

8. Audits.

In order to ensure your compliance with the terms of this Agreement, you agree

- (a) that Larada or its duly authorized representatives shall have the right, at Larada's expense, to inspect without advance notice, at reasonable times during normal business hours, each LouseBuster™ device in your possession, any Products in your possession and all or any portion of your records with regard to

- (i) the use of the LouseBuster™ or other Products, and

- (ii) your compliance with this Agreement.
- (b) upon request, to submit to Larada or its duly authorized representative a digital, date-stamped photograph of the back of each LouseBuster™ device within your possession, that clearly shows the serial number of the device and the number of hours on the hour meter.
- (c) to cooperate with Larada or its representatives in good faith to facilitate the foregoing right of audit and inspection.

9. Complaint Reporting .

You must immediately report and forward all Complaints to Larada Sciences' Customer Service department. "Complaints" include any communication from any source, including you, that allege deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a Larada Sciences product.

10. Transfer.

You may permanently transfer ownership and possession of the LouseBuster™ to any Person, provided that you notify Larada prior to the date of such transfer, and provided that, prior to any use of the LouseBuster™, the transferee executes a LouseBuster™ Purchase Agreement in the form currently in use by Larada.

11. Term

This Agreement will become effective upon your execution below and shall continue in effect for so long as you operate or possess the LouseBuster™; however, Larada may terminate this Agreement without notice if you breach any of its provisions.

12. Governing Laws.

This Agreement is governed by the laws of the State of Utah, USA, without regard to any choice of law provision that would require the application of the law of any other jurisdiction.

13. Arbitration.

Any disputes arising under this Agreement or connected herewith shall solely and exclusively be settled by an arbitration to be conducted by one arbitrator in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. If the parties to the dispute are unable to agree on a single arbitrator, then such binding arbitration shall be conducted before a panel of three (3) arbitrators that shall be comprised of one (1) arbitrator designated by each party and a third arbitrator designated by the two (2) arbitrators selected by the parties. Unless the parties to the dispute agree otherwise, the arbitration proceedings shall take place in Salt Lake City, State of Utah, USA, and the arbitrator(s) shall apply the law of the State of Utah, USA, to all issues in dispute. All arbitration proceedings hereunder shall be conducted in the

English language. The findings of the arbitrator(s) shall be final and binding on the parties. Judgment may be entered in any court of appropriate jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce that award may elect. In the event of any breach of any of the provisions of this Agreement which would cause immediate and irreparable injury to Larada, Larada shall be entitled to seek injunctive relief and any or all other remedies applicable at law or in equity in any court of applicable jurisdiction.

14. Illegality.

If any of the provisions of this Agreement shall be declared illegal or unenforceable in whole or in part, such provisions shall be severable and independent from the other provisions of this Agreement, and the validity of the other provisions and of the entire Agreement shall not be affected.

15. BREACH.

IN THE EVENT LARADA BECOMES AWARE THAT YOU HAVE VIOLATED ANY OF THE TERMS OF THIS AGREEMENT, LARADA SHALL CANCEL YOUR CERTIFIED OPERATOR LICENSE WHICH WILL RESULT IN THE LOSS OF YOUR RIGHT TO USE ANY LOUSEBUSTER™ DEVICE. THIS REMEDY SHALL BE IN ADDITION TO ANY AND ALL OTHER RIGHTS AND REMEDIES AVAILABLE TO LARADA UNDER APPLICABLE LAW.

(signature page follows)

The undersigned hereby executes and agrees to the terms and conditions set forth in this LouseBuster™ Purchase Agreement as of the date set forth below.

Dated this ___ day of _____, 20__.

Signature: _____

Print Name: _____

Organization: _____

Address: _____

Telephone: _____

Email Address of Purchaser: _____

Serial
Number: _____

Serial
Number: _____

Serial
Number: _____

Serial
Number: _____

Upon execution of this Agreement, a copy must be sent to Larada at the following street address, fax number, or email address:

Larada Sciences, Inc.
350 West 800 North, Suite 203
Salt Lake City, UT 84103 U.S.A.
Attn: Larry D. Rigby
Fax: (801) 355-5423 or
Scan and send: purchase@laradasciences.com

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