

DERMDASH PLATFORM SERVICES AGREEMENT

THE DERMDASH PLATFORM SERVICES AGREEMENT (the “Agreement”) is effective as of the electronic stamped date on the submitted application (the “Effective Date”), by and between DermDash Inc., a California corporation, with its principal place of business located at 2825 Santa Monica Blvd, #303A, Santa Monica, California 90404 (“Company”) and the registering Physician/Medical Practice (“Physician” and “Medical Practice”).

RECITALS

WHEREAS, Physician is a medical doctor licensed to practice medicine or osteopathic medicine in the State that he/she holds license to practice medicine.

WHEREAS, Physician possesses the experience, knowledge, and skills required for the provision of the Services (as defined below); and

WHEREAS, Company operates a website, Apple application and Android application (collectively the “DermDash Platform”), which allows authorized End Users (as defined below) to seek price information about Services offered by Physician, to view Offers (defined below) and to purchase Vouchers (defined below) for any Services; and

WHEREAS, Company desires to contract with Physician to make the DermDash Platform available for Physician and desires to become a limited payment agent for Physician.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

ARTICLE I.

1.1 Services Provided by Physician. Physician shall provide services to Company’s End Users, including but not limited to cosmetic procedures, cosmetic services, and cosmetic products (collectively referred to as the “Services”). Physician shall provide Company all required information to list the Services on the DermDash Platform. All Services shall be performed outside of the DermDash Platform at Physician’s respective medical office. Physician agrees that Physician shall solely be the issuer of any Vouchers that are offered on the DermDash Platform which are redeemed for Services.

1.2 Qualifications and Requirements.

- (a) Physician represents and warrants that he/she is licensed, qualified, and competent to render the Services during the term of this Agreement. Physician represents and warrants that he or she (i) is licensed to practice medicine or osteopathic medicine in the State that he/she holds license to practice medicine, (ii) shall abide by all rules and regulations of Company and Company’s administrative staff, (iii) shall

provide the Services in accordance with all applicable state, federal and local laws and regulations.

- (b) Physician shall provide the Services commensurate with the applicable standard of care.

- 1.3 Practice of Medicine. Company maintains legal relationships with physicians and other practitioners that comply with all federal and state laws including, but not limited to, state laws applicable to the practice of medicine and all corporate practice of medicine and fee splitting prohibitions. Company will not hold itself out as providing and shall not provide any services which can be characterized as the practice of medicine under state or federal laws. Physician agrees that the Services provided under this agreement which constitute the practice of medicine shall be provided solely by Physician.
- 1.4 Services Provided by Company. Company shall make available the DermDash Platform so that Physician may list any Services provided. For the purposes of this Agreement, the relationship between Company and Physician is that of a limited payment agent. Physician agrees that Company shall act as a payment agent to manage and collect payments, remit refunds to End Users, and adjust any payments. Both the Physician and Company agree that no other agency relationship is formed between Company and Physician. Except as expressly provided in this Agreement, neither party may bind the other party or hold themselves out to be a representative of the other party. In addition to this Agreement, Physician shall be required to enter into the DermDash Terms of Service (“TOS”) with Company and access to the Platform shall be offered in accordance with the TOS. There are currently no fees to access the DermDash Platform; however, Company reserves the right to charge such fees in the future.
- 1.5 Pricing and Compensation. The Physician shall provide pricing information for any Services offered by Physician and such Services shall be displayed to the End User as an Offer (the “Offer”) on the DermDash Platform. The End User has the ability to purchase the Offer through the DermDash Platform, such action will be referred to as a “Voucher”. For any Voucher’s purchased by any End Users, Company shall receive a payment of 18% (eighteen percent) of the total transaction value of such Voucher (“Company Fee”). Physician shall receive the remaining fee of 82% (eighty-two percent) minus any additional processing fees or taxes as deducted by Company (“Physician Fee”).
- 1.6 Fee Increase. Company reserves the right to change the Company Fee at any time during the duration of this Agreement and/or pass down promotional discounts to the Physicians, as required. In the event of a fee increase or other fee introduction, Company shall notify Physician of such fee increase or change in fees and Physician must accept such fee increase before continuing to use the DermDash Platform.
- 1.7 Payment to Physician. Once Company has received payment for any Vouchers by an End User, Company may hold such Voucher payments for a reasonable period of time before disbursing the Physician Fee to Physician. Physician shall receive the Physician Fee in US dollars minus any deductions in the manner as described or as agreed upon by the parties. In the event of (1) a dispute between Physician and an End User who has

purchased a Voucher from such Physician, or (2) a dispute between Physician and Company, Physician agrees that Company may withhold all Physician Fee's until such dispute is resolved.

- 1.8 Refunds. Physician agrees that for any Vouchers purchased by any End Users, Company shall have the sole discretion in granting any refunds requested by an End User. In the event of a refund, Company may deduct the refund from any Physician Fees or invoice Physician for the outstanding refunded amount and Physician agrees to pay such invoiced fees no later than five (5) business days after receipt of such invoice.
- 1.9 Chargebacks. In the event of a chargeback by an End User, Physician agrees that all chargeback fees may be deducted from any incoming Physician Fees that are owed to Physician. Where no Physician Fees may be deducted, Company may invoice the outstanding chargeback fees and Physician agrees to pay such invoiced fees no later than five (5) business days after receipt of such invoice.
- 1.10 Taxes. In order for Company to comply with US tax laws, Physician may be required to submit W-9 forms or other tax documents. Physician agrees to comply with any requests to submit any tax documentation, as requested by Company. Physician agrees that DermDash Platform cannot and will not provide Physician with any tax advice, any such questions should be directed to Physician's tax attorney or other tax professional.
- 1.11 Term. This Agreement shall remain in full force and effect for an initial term (the "Initial Term") of one (1) year from the Effective Date hereof and ending just prior to 12:00 midnight on the last day of the Initial Term unless earlier terminated as set forth herein (the "Initial Term"). Thereafter, this Agreement will automatically renew for two (2) additional one-year terms (the "Renewal Terms"). The Initial Term and any Renewal Term(s) of this Agreement may be referred to collectively as the "Term." The parties may agree to extend the Agreement for additional terms upon written mutual agreement.
- 1.12 Termination.
 - (a) Immediate Termination. This Agreement shall terminate immediately and automatically: (i) upon the date of death of the Physician; (ii) upon loss or suspension of Physician's license to practice medicine in the state that he/she holds license to practice medicine; (iii) upon Company reasonably determining that Physician is jeopardizing the health or welfare of any End User; (iv) upon Physician's conviction for the commission of any felony; (v) upon Physician's willful failure to perform the Services as required herein; (vi) upon material breach of any provision of this Agreement.
 - (b) Termination without Cause. Either party shall have the right to terminate this Agreement without cause upon not less than thirty (30) days' prior written notice to the other party.
 - (c) Termination upon Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of the parties.

- (d) Notice of Termination. If either party wishes to terminate this Agreement they shall provide Notice (defined below) to the other party in accordance with this Agreement. Upon Notice, Company may immediately suspend or terminate Physician's access to the DermDash Platform.
- 1.13 Effect of Termination. In the event that this Agreement is terminated for any reason as set forth herein, all obligations of either party shall cease on the date of such termination, except as expressly provided otherwise; provided however, that nothing contained herein shall relieve Company of the obligation to pay for the Services rendered prior to the date of termination or shall relieve the parties of obligations expressly made to extend beyond the term of this Agreement.

ARTICLE II.

- 2.1 Disclaimer. COMPANY DOES NOT WARRANT THAT THE DERMDASH PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS, PROFITS, OR GAINS THAT MAY BE OBTAINED FROM THE USE OF THE DERMDASH PLATFORM OR OTHER RESULTS GENERATED VIA THE DERMDASH PLATFORM WILL BE ACCURATE OR COMPLETE. IT IS THE RESPONSIBILITY OF PHYSICIAN TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE DERMDASH PLATFORM AND ALL SERVICES PROVIDED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE DERMDASH PLATFORM AND ANY SERVICES PROVIDED BY COMPANY ARE PROVIDED "AS IS" AND "ALL FAULTS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 2.2 Indemnification. Physician agrees to indemnify and defend Company and its directors, officers, employees, agents, members, vendors, affiliates, or contractors against any liabilities, including reasonable attorneys' fees and court fees and disbursements, which arise from or related to Physician's use of the DermDash Platform or any Services offered by Physician to any End Users. Additionally, Physician agrees to indemnify Company for its failure to abide by this Agreement and for any reasons as listed within the Terms of Service. In the event of indemnification, Company shall promptly notify Physician in writing and shall have the right to select legal counsel and control settlement.
- 2.3 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE COMPANY, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR

INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR PROFITS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING NEGLIGENCE); OR (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL. PHYSICIAN'S USE OF THE DERMDASH PLATFORM IS CONTINGENT ON HIS OR HER AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. WHERE LEGALLY PERMITTED, DERMDASH'S LIABILITY IN CONNECTION WITH COMPANY'S USE OF THE DERMDASH PLATFORM OR ANY SERVICES PROVIDED BY DERMDASH SHALL NOT EXCEED ONE-HUNDRED USD OR THE TOTAL AMOUNT PAID BY COMPANY TO PHYSICIAN DURING THE SIX MONTHS PRECEDING THE BRINGING OF ANY CLAIM, WHICHEVER IS GREATER..

ARTICLE III.

- 3.1 Confidential and Proprietary Information. During the Term of this Agreement, Physician shall have access to Company's confidential and proprietary information as defined below. Physician recognizes and acknowledges that all of Company's confidential and proprietary information shall remain confidential and shall remain the sole property of Company. For purposes of this Agreement, the terms "confidential and proprietary information" shall include, without limitation, Company's trademarks, service marks, user lists, user records (including those generated by Physician for Company), computer programs, business strategies for developing new user and new physician relationships, cost data, patents, trade secrets, know-how and other proprietary processes, and such proprietary information included in Company policies, as they may now exist or may be developed during the Term. Physician shall not, during or after the Term of this Agreement, in whole or in part, disclose such confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall Physician make use of any such property for Physician's own purposes or for the benefit of any person, firm, corporation or other entity (except Company) under any circumstances during or after the Term of this Agreement; provided, however, that after the Term of this Agreement these restrictions shall not apply to secrets, know-how and processes which are then generally known to the public, (provided that the Physician was not responsible, directly or indirectly, for such secrets, know-how or processes entering the public without Company's consent).
- 3.2 Compliance with Applicable Laws, Regulations, and Standards. Physician represents and warrants that Physician's performance under this Agreement shall fully comply with all applicable federal, state, and local statutes, rules, regulations, accreditation standards, and applicable standards of other professional organizations, and that it shall be deemed a material breach of the Agreement by Physician if Physician shall fail to comply with this representation and warranty. Company may immediately terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement upon Notice of a material breach as provided in this Section. Specifically, but not by way of limitation, Physician represents and warrants that performance under this Agreement shall comply with all applicable statutes, rules, regulations, accreditation

standards, and other applicable standards of: the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, as all of these may be amended from time to time; and all other rules and regulations established by Company applicable to performance of the Services under this Agreement.

- 3.3 Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered, emailed (read receipt required) or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Company: DERMDASH INC.
2825 Santa Monica Blvd., Suite 303A
Santa Monica, CA 90404
Attn:
Email:

Physician: _____

Email: _____

or to such other address, and to the attention of such other persons or officers as either party may designate by advance written notice.

- 3.4 Governing Law and Dispute Resolution. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that (1) any claim, dispute, or controversy Company and Physician have arising out of, relating to, or connected in any way with this Agreement shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA (“Rules and Procedures”); (2) the claim or dispute must be brought within one (1) year of the first date of the event giving rise to such action and the arbitration shall be held in Los Angeles, California, or at such other location as may be mutually agreed upon by the parties; (3) the arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (4) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the parties’ individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (5) both parties will bear their own costs of representation and filing for the dispute; and (6) with the exception of subpart (4) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise

conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (4) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither End User nor DermDash Inc. shall be entitled to arbitrate their dispute. Where this provision is found void both parties agree to settle any claims in a court of competent jurisdiction located within Los Angeles County, CA.

- 3.5 Assignment. Neither party may transfer, assign or otherwise convey its rights or obligations under this Agreement without the written consent of the other party, and any attempt to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be void; provided, however, that nothing herein shall prohibit Company from transferring any of its rights or obligations hereunder to another corporation or entity affiliated with Company, or an entity Company controls, is controlled by or is under common control with, or as a part of a reorganization of Company or any of its affiliates.
- 3.6 Waiver. The waiver by either party of a violation of any provision of this Agreement shall not operate as or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 3.7 Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability hereof shall not effect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. Furthermore, it is the parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.
- 3.8 Amendments. No change, modification, supplement or addition to any part of this Agreement, including this paragraph, shall be binding on Company unless it is in writing and signed by both parties.
- 3.9 Third Party Rights. This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of, and shall not be construed to confer any benefit upon, any other person or entity including, but not limited to any End Users.
- 3.10 Headings. Headings are provided solely for the convenience of the parties and shall not be used to interpret or construe its provisions.
- 3.11 Entire Agreement. This Agreement along with the DermDash Terms of Service supersedes all previous contracts or agreements and constitutes the entire agreement between the parties as to the subject matter herein. Where the DermDash Terms of Service and this Agreement conflict, Physician agrees that Company shall have the discretion in choosing which provisions control. Physician and Company shall be entitled to no other benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect and no

changes and/or additions to this Agreement shall be recognized unless incorporated herein by Agreement. Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely upon the representations and Agreements contained in this Agreement and not others.

- 3.12 Mutual Negotiations. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.
- 3.13 Authorization. Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of its respective entity and that this Agreement is binding upon said entity in accordance with this Agreement's terms. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.
- 3.14 Force Majeure. Neither party shall be liable to the other for any acts of God, governmental orders or restrictions, terrorism, riot, fire, flood or other natural disaster ("Force Majeure Event"), that prevents a party (the "Nonperforming Party"), in whole or in part, from: (i) performing its obligations under this Agreement; or (ii) satisfying any conditions to such party's obligations under this Agreement, where the unforeseen Force Majeure Event is beyond the reasonable control of and not the fault of the Nonperforming Party and the Nonperforming Party has been unable to avoid or overcome the Force Majeure Event by the exercise of due diligence. A Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds. The party claiming to be affected by the Force Majeure Event shall provide immediate notice to the other party setting forth the particulars of the Force
- 3.15 Marketing. Physician agrees that Company may use Physician's name and likeness in future marketing or promotional materials and Physician agrees to reasonably cooperate with Company to serve as a reference upon request.
- 3.16 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, indemnification, warranty disclaimers, and limitations of liability.

[signature page follows]

NOW THEREFORE, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

DERMDASH INC.

Signature: Ben Behnam

Name: Ben Behnam MD

Title: CEO and President

Date: 03/24/2016

**PHYSICIAN and/or MEDICAL
PRACTICE**

BY CHECKING "ACCEPT" AND SIGNING THE ELECTRONIC SIGNATURE, YOU AGREE THAT YOU ARE THE LEGAL REPRESENTATIVE FOR THE PHYSICIAN AND MEDICAL PRACTICE AND THAT YOU HAVE READ AND AGREE TO THE ABOVE SERVICE AGREEMENT. THE AGREEMENT IS BINDING AS OF TODAY'S DATE, WHICH IS ELECTRONICALLY TIME STAMPED WHEN THE APPLICATION IS SUBMITTED.

