

1. **Choice of Law.** Parties to transactions or contracts with Sentient Lasers, LLC (“Sentient”), and such contracts themselves, shall be governed by and construed in accordance with the laws of the State of Utah, including the Utah Uniform Commercial Code, without reference to its conflicts of laws principles, and with express, intentional waiver of objections to *in personam* jurisdiction in the federal or state courts of the State of Utah.

2. **Extrajudicial Dispute Resolution.** Sentient and its counter-parties to all its transactions, agreements or contracts agree that private resolution without a jury trial, encourages broad enforcement of this extrajudicial dispute resolution policy, by which all counter-parties to a Sentient transaction or contract voluntarily agree. The Parties agree that any dispute, controversy, or claim (contractual or otherwise) arising out of, relating to, or in connection with any contract to which Sentient is a signatory, including but not limited to issues regarding the notice, formation, consideration, applicability, who is bound, breach, termination, validity or enforceability thereof, shall be submitted for strictly confidential arbitration, unless Sentient proceeds under paragraph 5 hereof.

2(a). **Credit Card Chargebacks.** Any Buyer of a good or service from Sentient hereby expressly waives its rights to attempt or effect any chargeback on any credit card. It is the express, present intent of the Buyer never to make a credit card chargeback to resolve any dispute arising hereunder. Specifically, the Buyer hereby agrees that any claim, dispute or request that otherwise might or could support a credit card chargeback in favor of Buyer, but for this paragraph, shall be a dispute expressly and exclusively subject to and governed by this Paragraph. Buyer agrees its sole remedy for what might otherwise be a chargeback dispute, shall be to submit the matter for an online, maximum of 2-hour mediation with JAMS Endispute Online Mediation, as described here: <https://www.jamsadr.com/endispute/> and in the following FAQ: <https://www.jamsadr.com/files/Uploads/Documents/JAMSconnect/Endispute-FAQ.pdf>. If the matter is not resolved in the 2-hour mediation, the matter shall go to arbitration. The Parties specifically acknowledge that but for this Paragraph 2(a), neither Party would undertake any transaction, contract or business relationship with the other Party. The Buyer agrees that, notwithstanding this paragraph, if it nevertheless submits a dispute for a credit card chargeback, Sentient shall be entitled to submit this paragraph and any related contract with the Buyer to any subsequent Merchant Service Provider or chargeback arbiter (including an arbitrator), and this paragraph and Sentient’s contract with Buyer shall be a dispositive, absolute and complete defense by Sentient to any chargeback in favor of Buyer. Buyer further agrees that if it submits a chargeback request notwithstanding this express waiver of such right, then enforceable in Sentient’s sole option and discretion under Paragraph 3 or 5 hereunder, Buyer shall become immediately liable to Sentient for the minimum sum of \$5,000 USD or twice the Total Purchase Price under its contract with Sentient or the sum attempted in the chargeback, whichever is greater, and further, shall operate as a repudiation, material breach of contract, and a complete defense of any claim against Sentient by Buyer. An award or judgment in favor of Sentient because of a credit card chargeback shall include reasonable attorneys’ fees to have obtained the award or judgment, Sentient’s standard internal administrative dispute management cost of \$3,500, or external costs incurred to enforce the award or judgment, and interest at the rate of 18% per annum as pre-award interest, prejudgment interest, and post-judgment interest, until such award shall be satisfied and released.

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2(b). Social Media Moratorium. Pertaining to any contract for sale to a Buyer by Sentient, a purchase by Sentient or a BDPP, or any other contract between Sentient and any other contractual counterpart, the Parties reaffirm that they are each UCC Merchants, and any contract between a counter-party and Sentient represents a non-consumer, strictly business-to-business transaction. Therefore, the Parties agree social media or any other type of online postings about one another are inappropriate for the non-consumer, business-to-business transactions to which the Parties are signatories, and specifically that social media is inappropriate for dispute resolution, even if meant as constructive criticism, or even for commentary of any kind that seeks no direct action by, or no resolution with or from, the other Party. The Parties specifically acknowledge that but for this Paragraph 2(b), neither Party would undertake any transaction, contract or business relationship with the other Party. Both Parties agree that if either threatens to make, or actually does make any online post about the other Party, notwithstanding the Parties' agreement to refrain from doing so, then the first-to-threaten or first-to-post Party shall become immediately liable to the other for a minimum of \$15,000 USD, or twice the Total Purchase Price hereunder, whichever is greater, for each threatened or actual online post on any one or different websites, online platforms or fora, enforceable at Sentient's sole option and discretion, pursuant to Paragraph 3 or 5 hereunder. Violation of this Paragraph 2(b) by either party shall constitute a non-curable repudiation and anticipatory breach of any agreement between the Parties, (regardless if a threat is not acted upon or if the violative post is later removed), which violation shall entitle the non-threatening or non-posting Party to all applicable remedies, enforceable if Sentient is the not the first-to-post party, at Sentient's sole option without action pursuant to Paragraph 5 hereof, including but not limited to a complete defense to any claim of any kind by the other. An online post in response to a post by the first-to-post Party is not a violation hereof. An award or judgment in favor of Sentient because of a social media post in violation hereof, shall include reasonable attorneys' fees to have obtained the award or judgment, Sentient's standard internal administrative dispute management cost of \$3,500, or external costs incurred to enforce the award or judgment, and interest at the rate of 18% per annum as pre-award interest, prejudgment interest, and post-judgment interest, until such award shall be satisfied and released.

3. Arbitration. With the sole exception of judicial enforcement of an arbitration award, the Parties to an arbitration pursuant to this paragraph agree, as conclusively determined by the signatories to any contract between Sentient and a counter-party, that no court shall have any jurisdiction over any matter of substantive or procedural arbitrability.

a. "Party," Defined. For purposes of this arbitration clause and agreement, "Party" shall mean the entity (e.g., corporation, limited liability company, partnership, joint venture or person) identified as the Party, Parties or counter-party to a Sentient contract; and, the signature hereon of an authorized representative of a Party or Parties shall be conclusively presumed to bind and intend to bind as signatories to this arbitration clause, either and both Party's directors, managers, officers, members, shareholders, partners, employees, agents, representatives, successors, assigns, heirs or privies.

b. Arbitrability and Governing Law. All questions of arbitrability shall be the sole province of one arbitrator. The arbitration shall be governed by the Federal Arbitration Act (only to the extent not inconsistent with the substantive and procedural provisions of the FAA). The arbitrator will not be bound by rulings in other arbitrations involving Sentient Lasers. While the Parties do adopt Utah's public policy favoring extrajudicial dispute resolution, e.g., arbitration, the Parties specifically agree that this Agreement is not subject to the Revised Uni-

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form Arbitration Act (RUAA) as codified in UTAH CODE ANN. §§ 78-31a-101 through 131, except that no Party to an arbitration must be represented by counsel, and the Parties do not waive the non-waivable provisions of the RUAA. Section 78-31a-127(2) shall apply for the sole purpose of entering judgment on an arbitration award.

c. Scope and Rules. Parties agree that any dispute, controversy, or claim arising out of, relating to, or in connection with any contract with Sentient and a counter-party, including but not limited to issues regarding whether an agent, officer or director, or any other privy of a signatory is bound hereto depending on the facts or circumstances, the formation, consideration, applicability, breach, termination, validity or enforceability thereof, shall be administered, determined and resolved in strict confidence kept by the parties, and by the International Center for Dispute Resolution (ICDR.org), in accordance with ICDR rules and its Expedited Procedures, found here: https://www.icdr.org/sites/default/files/document_repository/ICDR_Rules.pdf, at page 33. The arbitration shall be decided by one arbitrator, without dispositive motions or oral hearings, and on written submissions and/or permitted evidentiary submissions, only. Discovery, if permitted by the Arbitrator, shall be limited to five (5) document requests per Party, with no depositions of parties or non-parties. The formal seat of the arbitration regardless whether conducted only on written submissions and documents, shall be Park City, Utah. The arbitration award shall be final and binding on the Parties, and the parties shall undertake to carry out any award without delay. Judgment upon the award may be entered by the U.S. District Court in Salt Lake City, a State Court of Utah, or any court having jurisdiction of the award or having jurisdiction over the relevant Parties or the Parties' assets. An award or judgment in favor of Sentient shall include reasonable attorneys' fees to have obtained the award or judgment, for confirmation of the award to judgment, its standard internal administrative dispute management cost for an arbitration of \$6,000, or external costs incurred to enforce the award or judgment, and interest at the rate of 18% per annum as pre-award interest, prejudgment interest, and post judgment interest, until such award shall be satisfied and released.

d. Settlement. During the arbitration, the amount of any settlement offer made by either Party may not be disclosed to the arbitrator until after the arbitrator makes a final decision and award (if any). If Sentient's counter-party is awarded less money than the last written settlement amount offered by Sentient Lasers (either what Sentient offered to accept or to pay) before the arbitrator was appointed, the counter-party will automatically owe Sentient as part of the award, Sentient's filing fee for the arbitration, 100% of the portion of the arbitrator's fee paid or owed by Sentient, Sentient's standard internal administrative dispute management cost of \$6,000, reasonable outside attorney's fees incurred during the arbitration proceedings or for post-award enforcement, if any, and 1.5% interest per month, compounded annually on all of such sums, until the award is fully satisfied or released by Sentient.

e. Confidentiality. The Parties agree the fact and substance of any arbitration shall be and remain confidential, even post-award, except for enforcement purposes, and each party may disclose matters regarding the arbitration, in confidence, to their respective attorneys, accountants, auditors, and insurance providers. The arbitrator shall enter orders as appropriate in order to protect the Parties' trade secrets or confidential information. The parties agree to maintain either Party's trade secrets or proprietary business information as confidential and to protect the confidentiality of any other information (such as private customer information) that is legally protected from disclosure or protected because of this paragraph.

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4. **Replevin.** Without regard for amount in controversy, and on satisfaction of statutory grounds, Sentient shall have the absolute right to pursue possessory claims to goods in a Buyer's possession by Writ of Replevin, without any obligation to mediate or arbitrate.

5. **Utah Code §§ 78B-5-205 and 78B-23-102, Utah Rule of Civil Procedure 58a.** Especially, but not limited to, when a party violates paragraph 2(a) or 2(b), Sentient may enforce any claim, including for repudiation, anticipatory or actual breach of contract, by confessing judgment against the breaching party in the State or Federal Court of Utah, or in any jurisdiction outside Utah, if pursuant to and as prescribed by such other jurisdiction's laws, without reference to its conflict of law principles. Pursuant to Utah Rule of Civil Procedure 58(a), or such analogous requirement in another jurisdiction, Sentient's contractual counterpart and putative defendant hereby verifies its intent before a default giving rise to an action, to permit Sentient to confess judgment as plaintiff. Such judgment by confession may be entered without action, either for money due or to become due or to secure any person against contingent liability on behalf of the defendant, or both, and specifically for, as applicable, the Total Purchase Price of a Buyer(s)' Sales Agreement, a Seller(s)' Purchase Agreement, or the total of all monthly installments under a BDPP, which installments shall be accelerated, but in the case of *prima facie* proof and sworn affidavit or declaration by Sentient of a violation of paragraph 2(a) or 2(b), then as prescribed in paragraph 2(a) or (b), without credit for prior payment by defendant on a partially performed contract with Sentient, and in all cases together with Sentient's standard internal administrative disputed management costs as an uncontested element of damage, as stated in paragraphs 2(a) or 2(b). Execution shall issue and enforcement of judgment shall proceed on entry of judgment, with waiver error, right to appeal, of statutory debtor's exemptions, homestead rights and the like, or as otherwise prescribed by law. Post-Judgment interest at 1.5% per month and ensuing reasonable attorneys' fees, and any other enforcement costs, shall continue to accrue until satisfaction and release of judgment, all with or without declaration, without prior notice, without stay of execution or stay of garnishments, release of liens or cessation of levies, and with release of all procedural errors and the continuing right to issue multiple executions forthwith. A judgment debtor contesting entry or the amount of judgment shall do so within 30 calendar days of notice of entry of judgment or shall be forever barred.

As its exclusive forum and method to contest entry, amount of, and enforcement of judgment, at its sole expense the judgment debtor shall commence arbitration in the ICDR under its Expedited Rules on written submission pursuant to Paragraph 3 above, and as Claimant shall seek to open the judgment and defend on the merits. Claimant shall first demonstrate a meritorious defense by clear and convincing evidence by way of Affidavit under Utah Code 78-B-5, or Declaration under Utah Code 78B-18a Part 1, that establish a genuine issue of material fact under URCP 56(c)(4). Sentient shall have the opportunity to dispute such defense, also on written submission. Any defense that the judgment is void based on an alleged lack of the court's personal jurisdiction to have entered the judgment is hereby waived, given the submission to and intentional waiver of objection to the Utah court's personal jurisdiction in Paragraph 1 above. If the arbitrator opens the judgment on clear and convincing evidence of a meritorious defense, it shall be without prejudice to Sentient. Claimant shall then file an Article E-2 Statement. Sentient shall respond as Respondent by Answering Statement, and the arbitration shall proceed. If Claimant seeks to stay execution, it shall do so within the 30 days of notice of entry of judgment, but not later than the date it commences arbitration to open the judgment. Claimant shall post cash securi-

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ty or bond for the judgment amount; otherwise enforcement and interest accrual may continue pending a final award in the arbitration.

6. **Attorneys' Fees and Administrative or other Costs**. The counter-party to a Sentient contract shall reimburse Sentient for all costs and expenses Sentient incurs (including but not limited to expert witness fees, actual attorneys' fees, or enforcement costs) to defend an alleged tort, breach of contract or to enforce any contractual right, including but not limited to recovery of damages for breach of contract, to collect any amounts due Sentient under the terms and conditions of a Sentient contract, or to enforce an arbitration award or judgment. Regardless whether Sentient has outside counsel or in-house agent and/or a non-attorney represent it in a credit card chargeback or social media dispute, mediation or arbitration, Sentient shall recover from its counterparty as an uncontested element of damage, reasonable attorneys' fees and cost incurred to have outside counsel review and/or help Sentient prepare material for or to engage in such proceeding, as if outside counsel were of record in such mediation or arbitration.

7. **Advice of Counsel**. Contractual counterparts of Sentient hereby knowingly, voluntarily, and intelligently affirm that with their signature, initials, e-signatures, or ink signatures on any and all of Sentient's agreements, general terms and conditions, this Dispute Resolution Policy, or other written polices, that they have had ample opportunity to consult or not consult legal counsel in connection with any and all of their dealings, transactions, agreement or contracts with Sentient and have deliberately and knowingly signed this document and any other Sentient policy or its terms and conditions, with the intent that this Dispute Resolution Policy and such other policies and its terms and conditions shall, collectively, become expressly incorporated terms and conditions of any contract such Party has with Sentient.

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