



McLaren USA, Inc.

Thank you for your interest in becoming a Distributor
for McLaren USA, Inc.!

Non-Exclusive Distributorship Agreement

Please print out and complete the attached agreement.

After affixing distributor signature, mail completed agreement
to:

McLaren USA, Inc.
3535 NW 58th, Suite 600
Oklahoma City, Oklahoma
73112

Upon your acceptance into the McLaren USA, Inc Distributor
Program, you will receive a countersigned copy of the
agreement in the mail and Username/Password to access our
Distributor Website.

If you are not accepted as a distributor, you will receive
notification that we were not able to accept you into our
Distributor Program at this time.



McLaren USA, Inc.

NON-EXCLUSIVE DISTRIBUTORSHIP AGREEMENT

THIS NON-EXCLUSIVE DISTRIBUTORSHIP AGREEMENT ("Agreement") is made as of _____ (date), by and between McLAREN USA, INC., with an address of 3535 N.W. 58th Street, Suite 600, Oklahoma City, Oklahoma 73112 ("Manufacturer") and _____ ("Distributor").

Manufacturer desires to appoint Distributor, and Distributor desires to accept appointment as a distributor of Manufacturer's products as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, the parties agree as follows:

1. Appointment of Distributor

1.1 Upon the terms and conditions of this Agreement, Manufacturer hereby appoints Distributor as an authorized non-exclusive distributor of Manufacturer's line of Photonic Therapy® torches, and treatment and educational materials, and Distributor hereby accepts such appointment. In such capacity, Distributor will purchase Photonic Therapy® Products from Manufacturer and will contribute its continuing best efforts to the promotion and sale of such Products.

1.2 Manufacturer reserves the right to take the following actions with respect to this distribution: (i) to appoint or be represented by other or additional distributors; (ii) to make sales directly to any or all customers of the same and/or other Company products, and (iii) to sell exclusively, on a direct basis, to certain types of customers or specific accounts which Company may, in its sole discretion, designate from time to time in accordance with then current Company policies.

1.3 A current list of Manufacturer's Photonic Therapy® Products is attached as Exhibit A; however, Manufacturer shall have the right at any time to introduce new Photonic Therapy® Products, discontinue the manufacture or sale of any of its Photonic Therapy® Products and make changes in the design or construction of any of such Products without incurring any obligation or liability whatsoever. Manufacturer will give Distributor thirty (30) days prior notice of any discontinuance of a Photonic Therapy® Product.

2. Terms of Purchase

2.1 Ordering of Photonic Therapy® Products:

All orders for Photonic Therapy® Products placed by Distributor shall be in writing or by fax or e-mail. (A telephone request to purchase, or to modify an existing order, shall not be considered an order unless and until followed up in writing.) All orders shall be subject to acceptance by Manufacturer at Oklahoma City, Oklahoma.

2.2 Prices. Distributor shall purchase Photonic Therapy® Products at the prices in effect at the time of order. Prices as of this date will be included in the Manufacturer's Photonic Therapy® Products Information Kit to be supplied upon approval of Distributor. Manufacturer may implement price changes at any time during the term of this Agreement upon thirty (30) days prior written notice thereof to Distributor.

2.3 Delivery All products shall be shipped FOB Manufacturer's plant, with title and risk of loss passing at such point. Manufacturer agrees to properly pack all items for shipment. Risk of loss due to damage or destruction of Manufacturer's Products shall be borne by Distributor after delivery to the carrier for shipment. Manufacturer will select the shipper unless Distributor requests a reasonable alternative.

2.4 Payment. Manufacturer shall invoice Distributor for the Photonic Therapy® Products at the time of shipment and Distributor shall pay invoices by credit card at time of invoicing unless otherwise approved by Manufacturer prior to shipment.

2.5 Warranty. In the event that any of Manufacturer's Photonic Therapy® Products are proved to Manufacturer's satisfaction to have been defective at time of sale to Distributor, Manufacturer will make an appropriate adjustment in the original sales price of such product or, at Manufacturer's election, replace the defective product. Manufacturer shall provide to Distributor information with respect to Manufacturer's limited warranty extended to the original consumer of Manufacturer's Products. There will be a three (3) year warranty on all Photonic Therapy Torches sold by McLaren USA, Inc. This warranty does not apply to defects not caused by Manufacturer (for example, accidents or abuse while in Distributor's possession). Manufacturer shall not have any liability of any kind under this warranty unless Distributor gives Manufacturer notice of its claim within thirty (30) days after the date Distributor knows or should know of its claim.

3. Advertising Policies.

3.1 General Advertising. Manufacturer will cooperate with Distributor in providing for continuous and effective advertising and promotion of Manufacturer's Products, and Distributor agrees at Distributor's expense to participate in, actively promote and faithfully comply with the terms and conditions of such cooperative advertising and merchandising programs as Manufacturer may establish and offer to Distributor from time to time. Nothing herein shall prevent Distributor from independently advertising and marketing the Manufacturer's Products, provided the form and content of the advertising or marketing materials are approved by Manufacturer in advance.

3.2 Use of Manufacturer's Name and Trademarks. Distributor shall have the right hereunder to represent that it is "an Authorized Distributor of McLaren USA, Inc. Products." Distributor may not use in any other way, authorize or permit the use of, the "McLaren USA, Inc." name, or any trademark or trade name owned by Manufacturer, as part of its firm, corporate or business name without express permission from Manufacturer. Distributor shall not contest the right of Manufacturer to exclusive use of any trademark or logo used or claimed by Manufacturer. Distributor may, subject to

Manufacturer's policies regarding reproduction of same, utilize Manufacturer's name, trademarks or logos in advertising on stationery, marketing media, and business cards. Distributor may not use the McLaren USA, Inc. name in any other sales promotion other than those associated with sales of McLaren USA, Inc. Products or those designated by McLaren USA, Inc.

4. Duties of Distributor.

4.1 Sales Activities. Distributor agrees to use its best efforts vigorously and actively to promote the sale of Manufacturer's Photonic Therapy® Products.

4.2 Minimum Purchase. Distributor agrees to purchase at least three (3) Photonic Therapy® Kits at the signing of this Agreement and at least ten (10) Photonic Therapy® Kits by the end of the first term and each term thereafter.

4.3 Competing Products. Distributor shall not, directly or indirectly, promote, advertise, manufacture, market, distribute or sell Photonic Therapy torches or educational material from companies or individuals in competition with McLaren USA, Inc.

4.4 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by conditions beyond that party's reasonable control and occurring without its fault or negligence, including, but not limited to, market conditions; natural disasters such as earthquakes, fires, and floods; war, acts of terrorism, riots and civil disturbances; and failure of suppliers, subcontractors, and carriers, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

4.5 Records of Sales. Distributor shall forward to Manufacturer record of all sales on a quarterly basis, including product ordered and serial number of product sold, in addition to name, address and phone number of customer receiving product.

5. Duties of Manufacturer.

Manufacturer will employ its best efforts to fill Distributor's orders promptly on acceptance, but reserves the right to allot available inventories among distributors at its discretion. Except for Manufacturer's products that are defective at the time of sales to Distributor, Manufacturer shall not be obligated to accept any of Manufacturer's Products that are returned. In the event such returns are accepted, Manufacturer may impose a reasonable restocking charge.

6. Distributor Remedies.

If Manufacturer, for any reason whatsoever, fails or is unable to deliver any Photonic Therapy® Products ordered by Distributor, Distributor's sole and exclusive remedy shall be the recovery of the purchase price, if any, paid by Distributor to Manufacturer for such Products. Manufacturer shall not incur any liability whatsoever for any delay in the Product delivery to the designated delivery location. In no event shall Manufacturer be

liable for any incidental, consequential or other damages arising out of any failure to deliver any Photonic Therapy® Products to Distributor or any delay in the delivery thereof.

7. Term and Termination.

7.1 Term. The initial term shall be for one (1) year, after which Distributor performance shall be evaluated by Manufacturer and Manufacturer shall determine eligibility to continue as an authorized Distributor. Manufacturer shall notify Distributor of eligibility determination with either a Distributor Renewal Notice, or Notice of Distributor Cancellation. Unless earlier terminated as provided below, the term of this renewal agreement shall commence upon notification of approval by Manufacturer and shall continue until one year from the date of notification. At the end of the renewal term, the Agreement shall continue in force for additional one-year terms until terminated by either party on at least 90 days prior notice.

7.2 Amended Agreements. Manufacturer may terminate at any time by written notice given to Distributor not less than ninety (90) days prior to the effective date of such notice in the event Manufacturer decides to terminate all outstanding distributor agreements for Manufacturer's Products and to offer a new or amended form of distributor agreement.

7.3 Termination. Manufacturer may terminate this Agreement upon notice to Distributor, upon any of the following events:

- Failure of Distributor to fulfill or perform any one of the duties, obligations or responsibilities of Distributor in this Agreement, which failure is not cured with notice from Manufacturer;
- Any assignment or attempted assignment by Distributor of any interest in this agreement or delegation of Distributors obligations without Manufacturer's written consent;
- Any sale, transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise, of any material interest in the direct or indirect ownership or any change in the management of Distributor;
- Failure of Distributor for any reason to function in the ordinary course of business;
- Conviction in a court of competent jurisdiction of Distributor, or a manager, partner, principal officer or major stockholder of Distributor for any violation of law tending, in Manufacturer's opinion, to affect adversely the operation or business of Distributor or the good name, goodwill, or reputation of Manufacturer, products of Manufacturer, or Distributor; or
- Submission by Distributor to Manufacturer of false or fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Manufacturer.

7.4 Voluntary Termination. Either party may terminate this Agreement in its entirety at any time during the term hereof, with or without cause, by giving to the other party thirty (90) days prior written notice of termination.

7.5 Obligations on Termination. On termination of this Agreement, Distributor shall cease to be an authorized distributor of Manufacturer and:

- All amounts owing by Distributor to Manufacturer shall, notwithstanding prior terms of sale, become immediately due and payable;
- All unshipped orders shall be cancelled without liability of either party to the other;
- All products will be final sales once the purchase is final. The Manufacturer will not buy back any products from Distributor nor will Manufacturer re-stock items for Distributor;
- Neither party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or good will of Manufacturer or Distributor or for any other reason whatsoever growing out of such termination.

8. Notices.

Any notices required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

If to Manufacturer:

McLaren USA, Inc.
3535 NW 58th Street, Ste. 600
Oklahoma City, Oklahoma 73112

If to Distributor:

_____ (Distributor Name)

_____ (Distributor Address)

9. General.

9.1 Waiver. Failure of either party at any time to require performance by the other party of any provision hereof shall not be deemed to be a continuing waiver of that provision, or a waiver of its rights under any other provision of this Agreement, regardless of whether such provision is of the same or a similar nature.

9.2 Complete Agreement. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, among the

parties to this Agreement with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by all of the parties hereto.

9.3 Applicable Law, Jurisdiction, and Venue. This Agreement shall be construed under, and governed by, the laws of the State of Oklahoma.

9.4 Severability. If any provision of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provisions, and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby.

9.5 Assignment. This Agreement may not be transferred or assigned in whole or in part by operation of law or otherwise by Distributor without the prior written consent of Manufacturer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

Manufacturer Authorized Signature

Distributor Authorized Signature

Manufacturer Signature Date

Distributor Signature Date

McLaren USA, Inc.

Print Distributor Name

3535 NW 58th, Suite 600
Oklahoma City, Oklahoma 73112

Distributor Address

1-866-887-0131

Distributor Phone

Note: Upon approval by Manufacturer, one copy of this signed agreement shall be forwarded to Distributor and Manufacturer shall keep one copy on file.