

LICENSE AGREEMENT

This license agreement ("Agreement"), is effective the 04__ day of _December_____, 2017, is between Consumer Laser Products, Inc., a Utah Corporation (Licensor) and Exlites International Holdings, Inc., a New Mexico Corporation ("Licensee") as follows:

1. RECITALS

(a) Licensor represents and warrants, to the best of its knowledge with respect to the product set out on attachment D (the Product), that it has all distribution, intellectual property rights and sales rights in and to all such product, without limitation;

(b) Licensee represents and warrants that it, or its employees, are experienced in the marketing, distribution and sales of products similar to the Products;

(c) Licensee desires to market, sell and distribute such product within the United States of America (the Territory); and

(d) Licensor desires to grant to Licensee an exclusive license to market, sell and distribute the Product set out within the Territory; and Licensee desires to acquire such an exclusive license to market, sell and distribute the Product within the Territory.

THEREFORE, the parties agree as follows:

2. GRANT OF LICENSE

(a) Licensed Products. Upon the terms and conditions set forth below, Licensor grants to Licensee and Licensee accepts the exclusive right to distribute, within the Territory, being the United States of America, the Product.

(b) Term. The license granted shall commence upon the date of this Agreement and shall terminate automatically ten (10) years from the date of this Agreement (the "Term") or upon the expiration of any written renewal or extension signed by both parties. In the event that Licensee desires to extend the term of the License, it shall notify Licensee of its desire to extend the license no later than ninety (90) days before the expiration of the ten year term. At the time that Licensee receives a request for extension of time, Licensee shall extend the License at the same terms which new applicants are granted licenses, except that the renewing Licensee shall not be required to pay a new license fee for the territory.

(c) Minimum Performance: As a minimum performance standard, Licensee agrees and Licensee requires that Licensee shall sell a minimum number of units of the product as set out on Attachment A.

(d) Consequences of Failure to Achieve Minimum Performance: In the event that Licensee does not meet the minimum performance set forth above in any calendar quarter, Licensee shall discuss with Licensor the reasons which Licensee identifies as preventing such minimum performance. The parties shall then establish goals, parameters, programs and methods for Licensee to achieve the above minimum performance standard, and Licensee shall have three months (not necessarily confined to a specific calendar quarter) in which to meet the minimum performance standard. If after the conclusion of the three

month grace period, Licensee does not meet the minimum performance standard, Licensee may, within its own sound discretion and business judgment, terminate Licensee and all rights of Licensee to sell the Products of Licensee.

(e) Price of License: Licensee shall pay to Licensee a one time license fee of ten dollars and other good and valuable consideration for the exclusive right to market, distribute and sell the Products in the Territory.

3. RESERVATION OF RIGHTS

Licensor reserves all rights to Products not specifically granted to Licensee within this document

4. ROYALTIES, PRICING, REPORTS, WIRES AND BRAND INTEGRITY

(a) No Royalty Payments. Licensee shall pay no royalties to Licensee from the sale of any Product. Licensee's sales and pricing policies shall reasonably optimize maximum availability of the Product in the Territory while avoiding deep discounts, liquidation, close-outs, over-production, "market flooding" or other disparaging pricing and related production practices which would reasonably constitute "dumping" as the term is generally understood in the consumer products industry, unless specifically agreed to in advance and in writing by Licensee.

(b) Pricing: Licensee shall not sell the Products for less than the minimum or maximum prices set forth on Attachment B unless the parties agree to such change in writing.

(c) Reports: For informational purposes only, Licensee shall provide to Licensor monthly reports regarding the volume of sales of each Product; gross receipts; payment of all sales, use, excise, license and income taxes; and such other reasonable information which Licensee determines is necessary to evaluate the efficiency, accountability and profitability of Licensee's operations.

(d) Currency and Wire Payment. All payments for Products purchased shall be made in United States Dollars, shall be computed at the exchange rate published by the Wall Street Journal as of the last business day of the month preceding the month for which payment is made and shall be made by bank wire pursuant to the wire instructions set forth on Attachment C:

5. LICENSEE TITLE, GOODWILL and BRAND INTEGRITY

(a) General: Licensor represents and warrants to the best of its knowledge with respect to the Products and associated patents and trademark rights (Intellectual Products), that Licensor is the owner and controller of all right, title and interest in and to the Products and all associated Intellectual Products. Licensor further agrees that it shall not, during the term of this license or at any time thereafter, dispute or contest directly or indirectly, or do or cause to be done any act which in any way contests, impairs or tends to impair Licensor's exclusive rights and title to the Products, or the validity thereof or the validity of this Agreement, and shall not assist others in so doing. Licensor represents and warrants that it has all necessary rights to grant to Licensee the rights contemplated hereby free of any encumbrances whatsoever and that such grant shall not infringe on the rights of any other party.

(b) Representations of Ownership, etc. Licensee shall not in any manner represent that it has any ownership in the Products, or in any trademarks or copyrights included in the Products (or registrations), but may, only during the term of this license, and only if Licensee has complied with all laws and

registration requirements (other than registration requirements of which Licensor has no actual knowledge) within the Territory. Licensee shall not register or attempt to register any copyright or trademark in the Products, in its own name or that of any third party, nor shall it assist any third party in doing so.

(c) Brand Integrity: Licensee understands, agrees and covenants to undertake all reasonable steps to preserve the brand integrity of Licensed Products, and agrees to diligently review all local newspapers, televised news reports and circulars to keep aware of any negative campaigns regarding any of the Products. In the event that negative campaigns or reports are discovered, Licensee shall immediately contact Licensor so that Licensor and Licensee shall be able to immediately create a strategy to counter the negative campaign, either locally, regionally or nationally.

6. PROTECTION OF RIGHTS-INCLUDING PATENTS, COPYRIGHTS AND TRADEMARKS

(a) General. Licensee shall cooperate reasonably and in good faith with Licensor, at Licensor's expense for the purpose of Licensor securing and preserving Licensee's (or any grantor of Licensee) rights in and to the Products.

(b) Customer Complaints. Licensee shall, in connection with its duty to use the Products so as to promote the continuing goodwill of Licensee, give attention to legitimate customer complaints brought regarding the product in connection with the Products or other materials using the Products. The parties shall give one another prompt notice of all complaints which might affect the good standing of the Products or the reputation of the parties and also of all complaints that might result in legal action between the parties and any third party, and reasonably cooperate to maintain and achieve as good a reputation for the Products as possible.

7. INFRINGEMENT, INDEMNIFICATION AND INSURANCE

(a) Infringement of Products. Each party shall promptly notify the other party, in writing, of any imitations or infringements of the Products which may come to such party's attention. Licensor shall have the sole right to determine whether any demand, suit or other action shall be taken on account of or with reference to any such infringements or imitations, and Licensee shall not institute any suit or take any action on account of any such infringements or imitations without first obtaining the written consent of Licensor to do so. Nothing stated here shall be construed as imposing any obligation upon Licensor or Licensee to take action against any alleged infringer.

(b) Infringement of Other Rights. In its use of the Products, or any element or portion thereof, Licensee shall exercise reasonable care, and shall cooperate fully with Licensor, to avoid infringing any rights found to be owned by others in the Territory. Upon receiving written notice alleging the existence or possible existence of rights held by others which may be infringed by the use of any element or portion of the Products under this Agreement, each party shall promptly notify the other party in writing.

(c) Indemnification of Licensor. Licensee shall defend, indemnify and hold Licensor and its parents, subsidiaries, and associated and affiliated companies, harmless of, from and against any charges, suits, actual damages, costs, expenses (including reasonable attorneys' fees), judgments, penalties, claims, liabilities or losses of any kind or nature whatsoever, which may be sustained or suffered by or secured against Licensor based upon or arising out of any actual or alleged patent, trademark or copyright infringement arising out of the use by Licensee of the Products as authorized in this Agreement, or any other actual or alleged unauthorized action of Licensee, including a breach by Licensee of its representations or warranties or other term of this Agreement, provided that prompt notice is given to Licensee of any such claims or suits (but failure to give such notice shall relieve Licensee of its obligations under this subsection only to the extent that such failure is prejudicial to Licensee) and provided further that

Licensee shall have the option to undertake and conduct the defense and/or settlement of any such claims or suits against third parties and that Licensor reasonably cooperates with Licensee in the defense of any such claims or suits and Licensor acts reasonably to mitigate any damages. No settlement of any such claims or suits involving more than the payment of money by Licensor shall be made without the prior written consent of Licensee (which consent shall not be unreasonably withheld). In no event shall Licensee be liable for punitive or exemplary damages, nor for lost profits.

(d) Licensor does not warrant any present or future commercial value of the Products.

(e) Indemnification of Licensee. Licensor shall defend, indemnify and hold Licensee and its parents, subsidiaries, and associated and affiliated companies, harmless of, from and against any charges, suits, actual damages, costs, expenses (including reasonable attorneys' fees), judgments, penalties, claims, liabilities or losses of any kind or nature whatsoever, which may be sustained or suffered by or secured against Licensee in connection with the Products, or based upon or arising out of any actual or alleged unauthorized use of any patent, trade secret, process, idea, method or device, or any copyright or trademark, other than under this license, or the packaging, distribution, promotion, sale or exploitation of the Products, any actual or alleged defect in the Products or their packaging, whether latent or patent, including failure of the Products or their packaging, distribution, promotion, sale or exploitation to meet any Federal, State or local, or other applicable laws or standards; or any other actual or alleged unauthorized action of Licensee, including a breach by Licensee of any of its representations or warranties or other term of this Agreement, provided that prompt notice is given to Licensor of any such claims or suits (but failure to give such notice shall relieve Licensor of its obligations under this subsection only to the extent that such failure is prejudicial to Licensor) and provided further that: Licensor shall have the option to undertake and conduct the defense and/or settlement of any such claims or suits against third parties and that Licensee reasonably cooperates with Licensor in the defense of any such claims or suits and Licensee acts to reasonably to mitigate any damages. No settlement of any such claims or suits involving more than the payment of money by Licensee shall be made without the prior written consent of Licensor (which consent shall not be unreasonably withheld). In no event shall Licensor be liable for punitive or exemplary damages, nor for lost profits.

(f) Insurance. Licensee shall obtain at its own expense and maintain during the Term of this Agreement and for three (3) years thereafter, general liability insurance including advertising, blanket contractual, product liability coverages. "Licensee" shall also include the agents, employees, assignees of Licensee, and their respective officers, directors, agents and employees, This provision shall survive the termination or expiration of this Agreement.

8. PROMOTION and DISTRIBUTION

Licensee shall have the right, but shall not be under any obligation, to use the Products so as to give the Products, Licensee, Licensee and/or programs connected with the Products full and favorable prominence and publicity.

Distribution. Licensee shall diligently and continuously use reasonable efforts, as determined in Licensee's business judgment, in the Territory and during the Term of this license, to sell the Products, to make and maintain adequate arrangements for the distribution of the Products, and to promote and expand its sales. Licensee shall not sell or distribute the Products on a consignment basis. Licensee shall also have the right to distribute and sell the Products on local home shopping television programs provided Licensee's prior written approval of the dates for the shows, and the Licensee products to be featured is obtained so that Licensor may avoid any conflicts with any other scheduled home shopping television shows featuring the products. Failure to submit for prior written approval the dates of the show or the products shall be considered a matter for Dispute Resolution.

9. DISPUTE RESOLUTION

(a) In the event of failure by Licensee to abide by the terms of this License, Licensor shall notify Licensee in writing of the specific breach of this License, shall set forth the steps Licensor requires to rectify the breach and shall give Licensee twenty (20) days from the receipt of the writing to cure the breach. In the event that Licensee does not cure the breach pursuant to the specific terms set forth by Licensor, then the parties shall make every reasonable attempt to resolve the issues between the parties. However, if Licensee does not perform or cure the breach as set forth, the parties shall submit the dispute to binding arbitration with one Arbitrator pursuant to the Rules of the American Arbitration Association. Time shall be of the essence. The decision of the Arbitrator shall be final and shall be enforceable as a final judgment in a court of competent jurisdiction.

10. TERMINATION:

(a) TERMINATION AT CONCLUSION OF TERM: This License shall expire of its own terms ten (10) years from the date of this document unless otherwise extended. If the Licensee, through excusable negligence, fails to indicate to Licensor its desire to extend this License within ninety (90) days before the expiration of the License as a result of the running of the ten year term, and Licensee desires to renew the License, Licensor shall extend to Licensee the right to renew the license. However, in the event that Licensor sends to Licensee a written reminder of the right to renew the License and Licensee does not timely respond to the written reminder to renew the License, then Licensor shall have no obligation whatsoever to renew the License upon the expiration of the ten year term.

(b) TERMINATION FOR CAUSE: In the event that Licensee misrepresents any facts to Licensee regarding its operations, marketing, financial status, the payment of taxes, leases, permits or its engagement or participation in illegal activities, including the laundering of money, then Licensor may terminate this License upon ten days written notice.

(c) TERMINATION WITHOUT CAUSE BY LICENSEE: In the event that Licensee does not desire to carry on the business of the license, Licensee shall give ninety (90) days written notice to Licensor of its intention to discontinue operating under the license provided by this agreement. Licensee shall be bound by all the terms and conditions of this License, and shall cooperate with Licensor in the smooth transition to operations by a new Licensee. Licensee shall sell all of its inventory to the new Licensee, or to Licensor, and shall not sell any Products at a price less than the minimum price set forth on Attachment A.

10. OBLIGATIONS ON EXPIRATION OR TERMINATION

(a) Reversion of Right. Promptly upon the expiration or termination of this license for any cause whatsoever, all the rights granted to Licensee shall cease and revert to Licensor, who shall be free to license others to use any or all of the rights for the Products effective on and after such date of expiration or termination. Upon such termination, Licensor shall have the exclusive right to purchase from Licensee all unsold Products at the price which Licensee paid Licensor, including taxes and shipping costs. To this end, Licensee will be deemed to have automatically assigned to Licensor upon such expiration or termination, all patent, copyright, trademark and service mark rights, equities, good will, titles and other rights in or to the Products and all adaptations, compilations, modifications, translations and versions. Each party shall, upon the expiration or termination of this license, execute any instruments reasonably requested by the other party to accomplish or confirm the foregoing. Any such assignment shall be without consideration other than the mutual covenants and considerations of this Agreement. In addition, upon and after such expiration or termination of this

license for whatever reasons, Licensee shall forthwith refrain from further use of the Products or Licensor's name, or any further reference to any of them, direct or indirect, or of anything reasonably deemed by Licensor to be similar to the Products.

11. REMEDIES UPON BREACH

(a) NO LIMITATION OF REMEDIES: No remedies provided shall limit any other remedies available under this Agreement or otherwise, provided that the Dispute Resolution process is complied with wherever applicable.

(b) Use after Termination: Licensee acknowledges that its failure to cease the use of the Products or to cease sale or distribution of the Products at the termination or expiration of this license, except as expressly provided, will result in immediate and irreparable damage to Licensor and to the rights of any subsequent licensee. Licensee acknowledges and admits that there is no adequate remedy at law for such failure, and Licensee agrees that in the event of such failure, Licensee may be entitled to injunctive relief and such other and further relief as any court with jurisdiction may deem just and proper.

(c) Interest, Damages and Cost. In the event Licensee shall default in the payment of monies required to be paid to Licensor, in addition to any remedies which Licensor may have at law or in equity to recover any such monies as may be due and owing, Licensor shall be entitled to receive from Licensee interest on such monies as may be owing from the date of default at a rate equal to three percent (3%) above the prime lending rate charged by Zions First National Bank located in the State of Utah on the date of default.

12. GENERAL PROVISIONS:

(a) Integrity of Agreement. This Agreement contains the entire agreement and understanding of the parties. No warranties, representations, understandings, inducements, promises, guarantees, agreements or conditions, express or implied have been made or shall be enforceable by either party concerning the subject matter or any relationship between the parties. Nothing shall be deemed an express or implied warranty on the part of Licensor that efforts to gain patent, copyright, trademark or service mark registration will be successful, or that the Products have or will in the future have any commercial value, and it is understood that no liability shall attach to Licensor for any failure to secure such registration, nor shall there be any modification for such reason.

(b) Relationship Between the Parties. The relationship between the parties is that of licensor and licensee, and this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Except as may be expressly provided, neither party may be held for the acts either of omission or commission of the other party, and neither party is authorized to or has the power to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

(c) Force Majeure. Licensor and Licensee shall be released from their obligations and this license shall terminate with respect to the Territory as to which governmental regulations or other causes arising out of a state of national emergency render performance impossible for a period of more than ninety (90) days, and provided that one party informs the other in writing of such causes and its desire to be released.

(d) Mailing Addresses. All notices, reports and statements to be given and all payments to be

made hereunder, shall be given or made by hand delivery, email, first class, Registered or Certified mail, or Federal Express or any overnight delivery service providing notice of receipt at the address of Licensee set forth above with notice to Licensee to the attention of Licensor at: Consumer Laser Products
299 South Main Street Suite #1300
Salt Lake City, Ut 84111

and to the attention of Licensee at: Exlites Holdings International, Inc.
Wells Fargo Building Suite # 1300
Salt Lake City, Utah 84111

(e) Construction and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah applying to contracts fully executed and performed in Utah. With respect to any provisions of this Agreement that provide for relief in court, each party agrees to submit to exclusive jurisdiction in the courts (both Federal and State) of Utah for any action brought by Licensor or Licensee hereunder, to bring no action in any other Court, and each party further agrees to accept service of process by registered mail at its above written address. The titles and headings of the sections, subsections and other divisions of this Agreement are inserted merely for convenience and identification and shall not be used or relied upon in connection with the construction or interpretation of this Agreement.

(f) No Waiver. None of the provisions of this document shall be deemed to be waived or modified, nor shall they be renewed, extended, altered, changed or modified in any respect except by an express agreement in writing duly executed by the party against whom enforcement of such waiver or modification is sought.

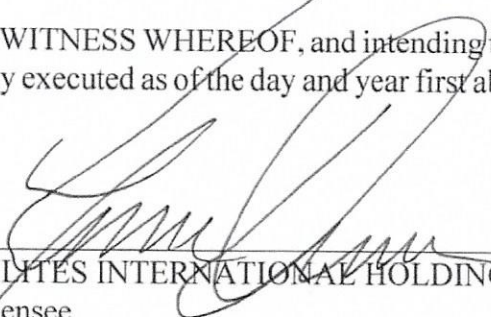
(g) Ethics. Each party agrees that no part of the consideration paid pursuant to this Agreement shall be offered, paid or payable, directly or indirectly, to any governmental official, political party or official thereof, or any candidate for political office, for the purpose of influencing any act or decision of such person or party or inducing such person or party to use his, hers or its influence to affect or influence any act or decision of any national, state or local government or instrumentality. For the purposes of this Section (i), the term "governmental official" shall include any officer or employee of a national, state or local government, or any department, agency or instrumentality, or any person acting in an official capacity of or on behalf of such government or department, agency or instrumentality.

(h) Prevailing Languages. In the event of any conflict of interpretation between this Agreement and any translation, the original English version shall prevail.

(i) Confidentiality. This Agreement and the contents constitute a confidential business relationship between the parties. Each party acknowledges that significant irreparable damage could be done to the other party should the terms of this Agreement as well as any technical, financial, customer, personnel, and/or other business information in written, graphic, oral, visual or other tangible or intangible forms, financial statements and other financial data, specifications, patent applications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports, and samples of a party (together, "Confidential Information") become public knowledge. Each party agrees that it will not

other party at least fifteen(15) days (or, if less than 15 days, as much time as is possible under the time constraints imposed by the applicable legal process) prior to disclosing the information. Additionally, the parties agree that Confidential Information shall not be used by the receiving party for any purpose other than as expressly provided.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this instrument to be duly executed as of the day and year first above written.


EXLITES INTERNATIONAL HOLDINGS, INC.
Licensee

By: Kevin O'CONNOR


CONSUMER LASER PRODUCTS, INC.
Licensor

By: 