



## EQUITY PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_. day of \_\_\_\_\_, 2022, by and between **Health Guardian Oral Care Inc.**, ("Seller") and \_\_\_\_\_ ("Purchaser");

WHEREAS, the Seller is the issuer of the Preferred Stock of Health Guardian Oral Care Inc., ("Company"), a Delaware C Corporation, which Company has authorized Preferred Stock units of 1,500 units, representing the entire units, of which 1.00% shall equal 15 units of Stock (the "Stock"), which shall be the amount contemplated by Purchaser, and \_\_\_\_\_% which is to be purchased through this Agreement; and

WHEREAS, the Purchaser desires to purchase said Units of Stock and the Seller desires to issue said Units of Stock, upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, both Purchaser and Seller acknowledge that Seller is in the process of completing its premarket business plan phase, with our flossing line protected with our patent pending 16403447 FILED MAY 3, 2019;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and in order to consummate the purchase and the sale of the Company's Equity aforementioned, it is hereby agreed as follows:

1. **PURCHASE AND SALE:** Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall issue to the Purchaser certificates representing the Units of Stock, and the Purchaser shall purchase from the Seller the Units of Stock in consideration of the purchase price set forth in this Agreement. The certificates representing the Units of Stock shall be duly issued to Purchaser. The closing of the transactions contemplated by this Agreement ("Closing"), shall be held in \_\_\_\_\_ on \_\_\_\_\_ at the offices of the Purchaser, or such other place, date and time as the parties hereto may otherwise agree.

2. **AMOUNT AND PAYMENT OF PURCHASE PRICE.** The total consideration and method of payment thereof are fully set out in Exhibit "A" attached hereto and made a part hereof.

3. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby warrants and represents:

(a) **Organization and Standing.** Company is a C Corp. duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to carry on its business as it is now being conducted.

(b) **Restrictions on Equity.** i) The Seller is not a party to any agreement, written or oral, creating rights in respect to the Company's equity in any third person or relating to the voting of the Company's equity that would limit, hinder or disallow this transaction. ii) Seller is the lawful issuer of the Units of Stock, free and clear of all security interests, liens, encumbrances, equities and other charges and iii) There are no existing warrants, options, other equity purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the Units of Stock, nor are there any securities convertible into such equity, other than those described herein.

4. **REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER.** Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Company which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.



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5. TRANSFER OF UNITS OF STOCK. The parties understand and recognize that Purchaser shall have the right to sell, transfer and assign the units at the discretion of the purchaser provided that such sale, transfer or assignment is approved by the Board of Directors of Seller to ensure no conflicts exist in the process and that adequate sales, transference and/or assignment practices are followed.

6. GENERAL PROVISIONS (a) Entire Agreement. This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction in the State of Delaware. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_

\_\_\_\_\_

Individually

By: \_\_\_\_\_

Michael Bauman

Founder & CEO, **Health Guardian Oral Care, Inc.**



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### EXHIBIT "A"

#### AMOUNT AND PAYMENT OF PURCHASE PRICE

**(a) Consideration.** As total consideration for the purchase and sale of the Units of Stock, pursuant to this Agreement, the Purchaser has paid to the Seller the sum of \_\_\_\_\_ **Thousand Dollars (\$ \_\_\_\_\_)** such total consideration to be referred to in this Agreement as the "Purchase Price".

**(b) Payment.** The Purchase Price shall be paid as follows:

1. The sum of \$ \_\_\_\_\_ has been delivered to Seller prior to the execution of this Agreement the Purchaser will receive \_\_\_\_\_ Units of Stock, or \_\_\_\_\_ of the issued equity of Seller as of the date of this Agreement.