

## M.D. SCIENCE LAB, L.L.C. AUTHORIZED RETAILER AGREEMENT

This M.D. Science Lab, L.L.C. Authorized Retailer Agreement (the “**Agreement**”) is by and between M.D. Science Lab, L.L.C. (“**M.D. Science**”) and the undersigned Retailer (“**Retailer**,” “**you**,” “**your**”). (collectively the “**Parties**” and individually a “**Party**”), and is effective on the date that M.D. Science executes the Agreement (the “**Effective Date**”).

1. Appointment of Non-Exclusive Retailer. This Agreement authorizes Retailer to purchase M.D. Science Products (the “**Products**”) as a non-exclusive retailer for the purpose of marketing and selling the Products to end-user consumers located within the United States of America. Retailer shall not be deemed to be a legal representative or agent of M.D. Science. Retailer is not authorized to transact business, incur obligations (express or implied), or otherwise act in any manner in the name of, or on behalf of, M.D. Science, or to make any promise, warranty, or representation with respect to the Products or any other matter in the name of, or on behalf of, M.D. Science. Nothing in this Agreement shall be construed so as to conclude that Retailer and M.D. Science are employees or employers of one another, joint venturers, partners or anything other than independent of one another. Neither M.D. Science nor Retailer has the authority to bind the other nor to incur any obligations on behalf of the other with respect to third parties. M.D. Science reserves all rights to sell its Products to other customers, wherever located. Retailer may sell competing products and engage in other businesses.

2. Orders and Credit. Orders for Products made by Retailer shall be handled pursuant to M.D. Science’s then-current product order and distribution procedures. M.D. Science reserves the right to reject any order, in whole or in part, for any reason. Retailer shall provide M.D. Science with financial information necessary to establish credit limits and to demonstrate on-going creditworthiness when requested by M.D. Science.

3. Manner of Sale. Retailer shall sell the Products only as set forth herein. Sales in violation of these terms are strictly prohibited, are considered a material breach of this Agreement, and may result in M.D. Science’s termination of this Agreement with Retailer, in addition to all other available remedies. Furthermore, Products sold to unauthorized persons or through unauthorized channels shall not be eligible for certain services and benefits, including, wherever permitted by law, coverage under M.D. Science’s Product Guarantees.

(a) Retailer may sell Products solely to end users of the Products. Retailer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.

(b) Retailer shall not sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of M.D. Science. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other Retailers, or any other person Retailer knows or has reason to know intends to re-sell the Products.

(c) Retailer shall not sell, ship or invoice Products to customers outside of the United States of America or to anyone who Retailer knows or has reason to know intends to ship the Products outside of the United States of America without the prior written consent of M.D. Science.

(d) Retailer shall not market or offer for sale the Products on or through any website, including any third-party marketplace site such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, without the prior written consent of M.D. Science, which is granted solely through execution by M.D. Science of the Authorized Online Seller Agreement. Execution by M.D. Science of the Authorized Online Seller Agreement constitutes the only means of providing consent to sell the Products online. No M.D. Science employee or agent can authorize online sales through oral statements, other written agreement, or by any other means.

Violation of this paragraph is considered a material breach of this Agreement and may result in M.D. Science's termination of this Agreement with Retailer.

4. **WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY SECTION OF THE DOCUMENTS ACCOMPANYING THE PRODUCTS OR IN PRODUCT LITERATURE FURNISHED BY M.D. SCIENCE CONTAINING PRODUCT WARRANTIES, AS IN EFFECT FROM TIME TO TIME (THE "STATEMENT OF WARRANTY"), ALL M.D. SCIENCE PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND M.D. SCIENCE MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE OR KIND REGARDING THE PRODUCTS. M.D. SCIENCE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. M.D. SCIENCE'S SOLE OBLIGATION AND LIABILITY IN RESPECT OF ITS WARRANTY AS SET FORTH IN THE STATEMENT OF WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT PRODUCT AT ITS COST. M.D. SCIENCE SHALL NOT BE LIABLE TO RETAILER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

5. Product Storage and Handling. Retailer shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by M.D. Science from time to time.

6. Product Inspection. Promptly upon receipt of Products, Retailer shall promptly inspect the Products for damage, defect, or other non-conformance. If any defect is identified, Retailer must not offer the Product for sale and must promptly report the defect to M.D. Science at support@mdsciencelab.com.

7. Alterations Prohibited. Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Further, Retailer may not remove, translate, or modify the contents of any label or literature on or accompanying the Products.

8. Customer Service. Retailer and Retailer's sales personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient product knowledge to advise end-user customers on the selection, proper fit, and safe use of the Products. Retailer must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Retailer and Retailer's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of M.D. Science. Retailer agrees to cooperate fully with M.D. Science in any investigation or evaluation of such matters.

9. Recall, Expired Products and Consumer Safety. To ensure the safety and well-being of the end-users of the Products, Retailer shall cooperate with M.D. Science with respect to any Product recall or other consumer safety information dissemination efforts. Retailer shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Retailer shall not sell any Products that are past any expiration dates set forth on the packaging.

10. Consumer Confusion. Retailer shall not advertise, market, display, or demonstrate non-M.D. Science products together with the Products in a manner that would create the impression that the non-M.D. Science products are made by, endorsed by, or associated with M.D. Science.

11. Compliance with Applicable Laws. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products.

12. Intellectual Property. Retailer acknowledges and agrees that M.D. Science owns all proprietary rights in and to the M.D. Science Lab®, Swiss Navy®, MAX®, and BioXgenic® brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property (the “**M.D. Science IP**”). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the M.D. Science IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of this Agreement. M.D. Science reserves the right to review and approve, in its sole discretion, Retailer’s use or intended use of the M.D. Science IP at any time, without limitation. All goodwill arising from Retailer’s use of the M.D. Science IP shall inure solely to the benefit of M.D. Science.

13. Term and Termination. Unless otherwise terminated earlier pursuant to this Agreement, the term of this Agreement shall be one year from the Effective Date. This Agreement shall automatically renew for successive one year periods unless Retailer has not purchased any Products from M.D. Science for one year, in which case the Agreement will terminate automatically without further notice. Either M.D. Science or Retailer may terminate this Agreement at any time with written notice.

(a) Upon termination and in addition to the terms and conditions contained in this Agreement which shall survive the termination hereof, Retailer shall, within ninety (90) days after such termination, and at M.D. Science’s request: (i) sell the remaining Products then in its possession; (ii) destroy the Products then in its possession; and/or (iii) return the Products then in its possession to M.D. Science with credit therefore less a twenty percent (20%) restocking fee. Credit will be issued as long as the product has not expired or will not expire within ninety (90) days of return, and is resellable. All returns shall be processed in accordance with the procedures in M.D. Science’s then-current Return Policy.

(b) Should M.D. Science elect to allow Retailer to sell the remaining Products in its possession following the termination of this Agreement, Retailer shall nonetheless cease to advertise and make statements that Retailer is an authorized distributor of the Products.

14. Indemnification. Except as otherwise provided herein, each party shall, and hereby does, indemnify, defend, save and hold harmless, the other party, and its directors, officers, employees, shareholders, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in this Agreement by the indemnifying party, or (b) the negligence or willful misconduct of the indemnifying party or its officers, employees, agents or contractors. This section shall survive termination of this Agreement.

15. Availability of Injunctive Relief. If there is a breach or threatened breach of sections 3, 5, 6, 7, 8, 9, 10, 11, 12 or 13 of this Agreement, it is agreed and understood that M.D. Science will suffer irreparable harm and will have no adequate remedy in money or other damages at law. Accordingly, M.D. Science shall be entitled to injunctive relief and other equitable remedies, provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by M.D. Science to exercise any right(s) herein or to insist upon full compliance by Retailer with Retailer’s obligations herein shall constitute a waiver of any provision herein or otherwise limit M.D. Science’s right to fully enforce any or all provisions and parts thereof.

Any action or proceeding for injunctive relief pursuant to this paragraph 15 will be brought in the state or federal courts of record of Broward County, Florida. Retailer consents to the exclusive jurisdiction of such courts.

16. Contact Information. Retailer agrees to maintain accurate and up-to-date company information and to promptly notify M.D. Science of any change to its telephone number, mailing address, or email address. Retailer shall disclose all retail locations that carry the Products.

17. Modification. M.D. Science reserves the right to update, amend, or modify these terms upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer’s continued use, advertising, offering for sale, or sales of the Products, use of the M.D. Science IP, or use of any other information or materials provided by M.D. Science to Retailer under this Agreement following notice of the amendments will be deemed Retailer’s acceptance of the amendments.

18. Audit. M.D. Science reserves the right to audit and/or monitor Retailer’s activities for compliance with these terms, including, but not limited to, inspection of Retailer’s facilities and records related to the Products.

19. Miscellaneous. The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its choice of law rules. In the event of a dispute over the terms or performance under this Agreement, Retailer expressly submits to personal jurisdiction and venue in the federal or state courts in Broward County, Florida. If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid. This Agreement may not be assigned or transferred by Retailer without the prior, written consent of M.D. Science.

20. MAP Policy. M.D. Science has a unilateral United States Minimum Advertised Price Policy (“MAP Policy”) that applies to all authorized Retailers of M.D. Science Products located in the United States of America. This paragraph is intended to inform you of the MAP Policy. It does not constitute consideration for this agreement between you and M.D. Science, and does not separately constitute an agreement between you and M.D. Science regarding the price you will charge your customers for the Products. M.D. Science does not seek, nor will it accept, from Retailer any assurance of compliance with the MAP Policy.

The Parties have caused this M.D. Science Authorized Retailer Agreement to be executed in their respective names by their duly authorized representatives.

**M.D. Science Lab, L.L.C.,**  
*a Florida limited liability company*

**Retailer:** \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*The Effective Date:* \_\_\_\_\_

Signature Date: \_\_\_\_\_