

DOUGLAS LABORATORIES® PURCHASE TERMS AND CONDITIONS

(Effective June 1, 2018)

To protect and promote our brand and reputation for providing high-quality, nutritional supplements, HVL, LLC dba Douglas Laboratories has established these Douglas Laboratories Purchase Terms and Conditions (the "Terms"), which apply to all healthcare professional customers in the United States. By purchasing Douglas Laboratories®, Klean Athlete®, Genestra Brands®, and/or Wobenzym® branded products (the "Products") for retail sale to your patients and clients, you (hereinafter "Reseller," "you," "your") agree to adhere to the terms and conditions herein. Please read these Terms carefully.

1. Unless separately authorized in writing by Douglas Laboratories, by establishing a Professional Account and purchasing the Products, you represent and warrant that you:

- a) are a physician or other licensed medical professional, certified by, and in good standing with, your relevant state professional and regulatory authority;
- b) you have provided or will provide to Douglas Laboratories a copy of your current license, degree, or health practitioner certificate;
- c) are purchasing our Products solely for sale to your patients and clients at your place of business as designated by you in your Professional Account application;
- d) will sell our Products solely to individuals that you believe are purchasing our Products for their personal use; and
- e) will only sell our Products at your place of business as designated by you in your Professional Account application.

2. Payment and Returns. Reseller shall pay for all orders of Products via a prepaid check or credit card. Account terms are not permitted. Product returns and/or credits will not be granted.

3. Manner of Sale. Reseller shall sell the Products only as set forth herein. Sales in violation of these terms are strictly prohibited and may result in Douglas Laboratories' immediate termination of a Reseller's Account, in addition to other remedies. Furthermore, products sold to unauthorized persons or through unauthorized channels, including unauthorized Internet sites, shall not be eligible for certain promotions, services, and benefits, including, wherever permitted by law, coverage under any Product guarantees.

- a) Reseller shall sell Products solely to end users of the Products. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.
- b) Reseller shall not sell, ship, deliver, invoice, or promote, directly or indirectly, any Products outside the United States without obtaining Douglas Laboratories' prior written consent.
- c) Reseller shall not sell or transfer any of the Products to any person or entity for re-sale. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other resellers, or any other person or entity a Reseller knows or has reason to know intends to re-sell the Products.
- d) Reseller shall not offer Products for sale or fulfill sales of Products through any website without the prior written consent of Douglas Laboratories, which is granted solely through execution by Douglas Laboratories of the Authorized Online Reseller Agreement. Execution by Douglas Laboratories of the Authorized Online Reseller Agreement constitutes the only authorized means of providing consent to sell Products online. No Douglas Laboratories employee or agent may authorize online sales through oral statements, other written agreement, or by any other means. Selling on third-party marketplace sites, including eBay, Walmart Marketplace, Sears Marketplace, and Jet, or through drop-ship accounts (e.g. Rakuten, Newegg, Overstock), classified sites (e.g. Craigslist, Facebook Marketplace), or social media is strictly prohibited. Douglas Laboratories maintains an agreement with one exclusive Amazon.com retailer. Therefore, the Products may not be advertised or sold on Amazon.com or any of its affiliates by anyone except this retailer. Any Reseller that violates this exclusive agreement is subject to immediate and permanent suspension of purchasing privileges.

- 4. Product Inspection.** Promptly upon receipt, Reseller shall inspect the Products for damage, defect, evidence of tampering, or other non-conformance. Reseller must also confirm that Product seals have not been broken. If any damage, defect, tampering, or other non-conformance is identified, the Reseller must not offer the Product for sale and must report the defect to Douglas Laboratories at customerservice@douglaslabs.com or 800-245-4440. Reseller further agrees to inspect Reseller's inventory regularly for expired or soon-to-be expired Products and to remove those Products from inventory. Reseller shall not sell expired Products.
- 5. Product Storage and Handling.** Reseller shall store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness. Reseller shall adhere to any additional storage and handling guidelines specified by Douglas Laboratories.
- 6. Alterations Prohibited.** Reseller must sell Products in their original packaging, with all seals intact. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations to the Products or their packaging is prohibited. Reseller shall not tamper with, deface, or otherwise alter batch codes, lot codes, or any other identifying information on Products. Further, Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products.
- 7. Recall and Consumer Safety.** To ensure the safety and well-being of the end users of the Products, Reseller must communicate all safety information to consumers and cooperate with Douglas Laboratories with respect to any Product recall.
- 8. Consumer Confusion.** Reseller is prohibited from advertising, marketing, displaying, or demonstrating non-Douglas Laboratories products together with the Products in a manner that would create the impression that the non-Douglas Laboratories products are made by, endorsed by, or associated with Douglas Laboratories.
- 9. Compliance with Applicable Laws.** Reseller must comply with all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. This requirement includes any and all consumer safety- or consumer protection-related laws, including, but not limited to California Proposition 65.
- 10. Limited License to Use Douglas Laboratories Intellectual Property.** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the following trademarks: DOUGLAS LABORATORIES®, U.S. Reg. No. 5,254,589; DOUGLAS LABORATORIES®, U.S. Reg. No. 4,367,369; DOUGLAS LABORATORIES®, U.S. Reg. No. 3,258,347; DOUGLAS LABORATORIES Douglas Laboratories®, U.S. Reg. No. 1,450,313; KLEAN ATHLETE®, U.S. Reg. No. 4,269,826; and KLEAN ATHLETE®, U.S. Reg. No. 4, 384,600, and a limited, non-exclusive, non-transferrable revocable sublicense to use the following trademarks: WOBENZYM®, U.S. Reg. No. 1,714,967 and GENESTRA BRANDS®, U.S. Reg. No. 2,420,774 (collectively, all of the trademarks, the "Douglas Laboratories Trademarks") solely for purposes of marketing and selling the Products. This license and sublicense will cease upon termination of Reseller's Account, or in the event of Reseller's breach of any quality requirements set forth by Douglas Laboratories or the Douglas Laboratories Trademarks owners. Douglas Laboratories reserves the right to review and approve Reseller's use or intended use of the Douglas Laboratories Trademarks at any time, without limitation. Upon request by Douglas Laboratories, Reseller shall be required to submit samples of any manner of its display of the Douglas Laboratories Trademarks and samples of the Products. All goodwill arising from Reseller's use of the Douglas Laboratories Trademarks shall inure solely to the benefit of the Douglas Laboratories Trademarks owners.
- 11. Termination.** If Reseller violates any of these Terms, Douglas Laboratories reserves the right to terminate the Reseller's Account in addition to all other available remedies. Upon account termination, Reseller shall immediately cease selling the Products, representing itself as an authorized reseller of Douglas Laboratories Products, and all use of anything that may give the impression that Reseller is an authorized reseller of Douglas Laboratories Products or has any affiliation whatsoever with Douglas Laboratories.

- 12. Availability of Injunctive Relief:** If there is a breach or threatened breach of paragraphs 1 or 3-11 of the Terms, it is agreed and understood that Douglas Laboratories shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms 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 the Terms. No failure, refusal, neglect, waiver, delay, forbearance, or omission by Douglas Laboratories to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller's obligations herein shall constitute a waiver of any provision or otherwise limit Douglas Laboratories's right to fully enforce any or all provisions and parts thereof.
- 13. 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 the Terms by the indemnifying party, or (b) the negligence or willful misconduct of the indemnifying party or its officers, employees, agents or contractors.
- 14. WARRANTY DISCLAIMER.** DOUGLAS LABORATORIES DISCLAIMS ALL 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. DOUGLAS LABORATORIES SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.
- 15. Miscellaneous.** The Terms and any dispute arising under the Terms shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules. In the event of a dispute over the terms or performance of the Terms, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Pittsburgh, Pennsylvania. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.
- 16. Modification.** Douglas Laboratories reserves the right to update, amend, or modify the Terms at any time and without notice. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Douglas Laboratories Trademarks, or use of any other information or materials provided by Douglas Laboratories to Reseller will be deemed Reseller's acceptance of the amended Terms.
- 17.** Douglas Laboratories has a unilateral Minimum Advertised Price ("MAP") Policy that applies to all resellers of Products located within the United States. This paragraph is intended to inform you of the MAP Policy. It does not constitute consideration for any part of this agreement between you and Douglas Laboratories, and does not separately constitute an agreement between you and Douglas Laboratories regarding the prices you will charge your customers for the Products. Douglas Laboratories does not seek, nor will it accept, from Reseller any assurance of compliance with the MAP Policy.