

DOMESTIC AUTHORIZED RESELLER AGREEMENT

Biomic Sciences, LLC (“Biomic”, “we”, “us”, “our”) has implemented the following Domestic Authorized Reseller Agreement (“Agreement”), which apply to Domestic Authorized Resellers of ION* Intelligence of Nature and other Biomic Sciences, LLC products (the “Products”). A Domestic Authorized Reseller is defined as a person or entity, located in the United States, who resells the Products online, through retail outlets, clinical, therapeutic or alternative practice, medical practice or other approved method of resale as approved by Biomic (“Reseller”, “you”, “your”), to End Users (defined below) located in the United States (“Territory”). Resellers are not authorized to sell, ship, or supply Product except as expressly stated herein. We and You are also referred to as the Parties.

This Agreement applies to Domestic Authorized Resellers only. Resellers located in or reselling Product to End Users outside the United States must execute a Non- Domestic Authorized Reseller Agreement.

As a condition precedent to the execution Agreement, Reseller agrees that it has completed the Reseller Application, incorporated herein, located on intelligenceofnature.com. Biomic reserves the right in its sole discretion to approve or disapprove any Reseller Application and to terminate a Reseller’s status as Reseller for any reason, with or without notice. Upon termination, Reseller will immediately cease any and all further purchase, resale or other activity involving Biomic or the Products as more fully set forth in this Agreement.

I. Appointment.

Biomic grants Reseller a non-exclusive, non-transferable right to purchase the Products for resale to individual end-users (“End-Users”). Reseller may sell Products only to end-users of the Products within the Territory and may not sell or transfer any of the Products to any person or entity for marketing, re-sale or distribution. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other Resellers, or any other person a Reseller knows or has reason to know intends to re-sell the Products. Only Resellers authorized by Biomic may resell the Product. Biomic, in its sole discretion, may sell the Products to any other third party, including Resellers, retailers, and End Users in and outside the Territory. Reseller is an independent contractor of Biomic and shall not be deemed an agent, employee, franchise or partner of Biomic.

II. Terms of Sale

a. Orders. Resellers may order Product by contacting their Biomic Sales Representative or by using the Biomic online Reseller Portal which can be accessed through www.intelligenceofnature.com. The Reseller Portal, and this Agreement, may be amended by Biomic from time to time in our sole discretion. Biomic may accept or reject any order placed by a Reseller, in whole or in part, for any reason and reserves the right, at any time, in our sole discretion, and without obligation, liability or notice to Reseller, to discontinue the sale of or limit the production of the Products, to terminate or limit deliveries of the Products or to otherwise change, modify, improve, or change the prices of the Products. Biomic may add new or delete existing products from our inventory or product lines without any obligation to modify or change any Products previously delivered or to supply new Products meeting earlier specifications. By placing an order, Reseller agrees to be bound by these Terms and Conditions.

b. Shipment. Reseller shall receive Products within approximately one (1) week after confirmation of order, unless otherwise notified by Biomic. Biomic will communicate to Reseller if any orders are delayed due to backorders, production or manufacturing issues or other shipping delays that are known to Biomic. Any time quoted for delivery is an estimate only; provided, however, Biomic shall use commercially reasonable efforts to deliver all Products on or before the requested delivery date. Biomic is not liable for or

in respect of any loss or damage arising from any delay in filling any order, failure to deliver, or delay in delivery.

c. Shipping Charges and Minimum Orders. Reseller must order a minimum of \$300 per order to obtain free shipping. Otherwise, shipping costs are the responsibility of the Reseller.

d. Title and Risk of Loss. Title and risk of loss to Product shipped to Reseller by Biomic passes to Reseller on receipt of Product by Reseller.

e. Delivery. Reseller will receive Product orders only at the Delivery Address found in your Reseller Application.

f. Inspection. Reseller must inspect the Products within twenty-four hours after delivery of Products and refuse or reject any Products that do not conform to the order as placed on the Reseller Portal or any Products that have been damaged in shipping (“Non-Conforming Products”). Unless Reseller refuses or rejects the Non-Conforming Products within twenty- four hours after delivery, Reseller is deemed to have accepted the Products. Reseller, at Biomic’s expense, shall ship all Non-Conforming Products to Biomic Sciences, LLC 4351 Seminole Trail, Charlottesville, Virginia 22911. Biomic, in its sole discretion, will either replace Non-Conforming Products with new Products or refund Reseller the cost of the Non-Conforming Products. In the event excess Products are sent to Reseller, Reseller will ship all excess Products to Biomic at the address above or Reseller may purchase Excess Product. The remedies set forth in this section II.f are the exclusive remedies for Non-Conforming or excess Product.

III. Policies and Procedures. Reseller shall market, promote and resell the Products consistent with this Agreement and must observe all policies, procedures, directions, and guidelines provided by Biomic to Reseller in relation to the resale of the Products. Reseller should familiarize itself with its obligations under this Agreement, including but not limited to those related to the use of BiomicIP, the Minimum Advertised Price (“MAP”) Policy, and other policies as Biomic may add from time to time in its sole discretion.

IV. Reseller Representations and Warranties: Reseller. Reseller represents and warrants that it shall not:

- a. Make any representations, warranties, guarantees, indemnities, similar claims, or other commitments on behalf of Biomic;
- b. Engage in any unfair, competitive, misleading, or deceptive practices respecting Biomic’s trademarks or other intellectual property;
- c. Sell any Biomic branded products other than the Products;
- d. Sell, either directly or indirectly, or assign or transfer, any Products to any person or entity when you know or have reason to suspect that such person or entity may resell, ship or distribute any or all of the Products to any unauthorized third party, including third party resellers or distributors, or other Resellers;
- e. Market or sell the Products on or through any third-party marketplace website including but not limited to Amazon, eBay and other third-party marketplaces;
- f. Directly or indirectly through third parties, selling or distributing the Products through multi-level marketing, pyramid selling, network marketing, referral marketing, or similar selling practices;
- g. Market and/or sell or resell Products to either international or domestic parties with the intention of reselling products;
- h. Promote the Products using any materials other than the promotional information and material that we have been created by Biomic and provided to you;

- i. Except as explicitly authorized in this Agreement or in a separate written agreement with Biomic, Reseller may not service, repair, modify, alter, replace, reverse engineer, or otherwise change the Products it sells to End Users;
- j. Tamper, open, repackage (including the separation of bundled Product or combining Product with other brands or similar products), re-label with a Reseller private label or other label, or otherwise alter the packaging of the Products or their label, UPC code, trademarks, marks, logos or designs, or other product specific labeling on the Products;
- k. Advertise, market or display the Products together with other products in a manner that would create the impression that the non-Biomic products are made by, endorsed by, or associated with Biomic.

Biomic is the only authorized party to sell or advertise the Products on third-party marketplaces. RESALE THROUGH ANY THIRD-PARTY WEBSITE IS PROHIBITED. _____ (initial here)

Reseller represents and warrants that it shall:

- a. Comply with all Federal, State, local and applicable international laws in the markets in which it is operating including all international and other trade compliance;
- b. Adhere to ION* Brand Guidelines found in the partner resource library found [HERE](#).
- c. Conduct its business in a reasonable, lawful, and ethical manner at all times, whether engaged in the sale of ION* or non-ION* products;
- d. Reseller shall not engage in any deceptive, misleading, or unethical practices or advertising at any time nor make any warranties or representations concerning the Products;
- e. In any and all contact between Reseller and any End User, identify to the End User Reseller's full legal name, trade name, or both plus current and accurate contact information (name, address, phone, email) of the Reseller;
- f. Promptly let us know of any complaint or adverse claim about any Product or its use of which you become aware;
- g. Upon our request, provide us with a current and accurate list of all of your retail selling locations or outlets, Reseller owned or other websites on which Product is sold;
- h. Maintain adequate books, records and accounts of transactions under this Agreement and upon reasonable request, permit full examination by us, onsite or otherwise, for a period of twelve (12) months after termination of your Authorized Reseller status;
- i. Obtain, maintain and keep certifications, credentials, licenses, insurance policies, and permits necessary to conduct business in accordance with this Agreement, including government approval, if required;
- j. Comply with all applicable Federal, State and Local laws, regulations, and policies related to the advertising, sale, and marketing of the Products;
- k. Store Products only according to instructions on the label;
- l. Cooperate with Biomic with respect to any Product recall or other consumer safety information dissemination effort;
- m. If applicable, disclose any and all ownership in other affiliated websites of any type including partners, distributors, or other third parties linked to your site;
- n. Notify us of any website changes (name or URL), launches, or storefront name changes prior to implementation and ensure that all records maintained by us are accurate and up to date;
- o. Comply with all laws and regulations applicable to the sale and advertisement of the Products where you advertise and sell Products including all Federal, State and Local laws, ordinances and regulations concerning the Products.
 - 1. Anti-Bribery. The Parties will comply with all laws, regulations, decrees and/or official government orders or requirements applicable to the performance of this Agreement, including, as applicable,

the U.S. Foreign Corrupt Practices Act (FCPA) and any other applicable anti-bribery, anti-corruption, anti-money laundering, U.S. anti-boycott laws, trade sanctions, and/or anti-terrorism laws or regulations.

2. U.S. Export Control Regulations. Both Parties will comply with the Export Control laws of the United States.
3. Parties' Obligations for Export Compliance. Parties hereby agree: (i) to comply with such decrees, statutes, rules and regulations of the United States government and agencies or instrumentalities thereof; (ii) to maintain the necessary records to comply with such decrees, statutes, rules and regulations; (iii) not to export any Products except in compliance with such decrees, statutes, rules and regulations; (iv) to obtain all governmental approvals and licenses necessary to import related Products internationally; and (v) not to sell, transfer or otherwise dispose of the Products in violation of the export laws of the United States.
4. Notification. The Parties shall promptly inform each other of any and all aspects of any new or revised legislation, regulation, or orders affecting the use, sale or promotion of the products, services and/or technologies domestically or outside the United States.

V. Intellectual Property.

You acknowledge and agree that Biomic is the exclusive owner of all proprietary rights whatsoever in and to the Biomic brands, including, without limitation, the Products, ION* names, logos, trademarks, service marks, manufacturing images, trade dress, copyrights, photos, images or descriptions, and other intellectual property related to the Products and to Biomic and its affiliates, DBA's, partners, and licensors, or displayed on the Biomic website, packaging, information sheets, and other marketing materials (the "BiomicIP").

You are granted a limited, non-exclusive, non-transferable, revocable license ("License") to use the BiomicIP solely for purposes of marketing and selling the Products in accordance with the terms of this Agreement. Any such use must be in accordance with the Brand Guidelines attached hereto and incorporated by reference.

We reserve the right to review and approve, in our discretion, your use or intended use of the BiomicIP at any time, without limitation. All goodwill arising from your use of the BiomicIP or the License granted hereunder shall inure solely to our benefit. Any unauthorized use of the BiomicIP or use not expressly granted herein is strictly prohibited. This License will cease upon termination of Reseller's status as a Reseller.

VI. MAP Policy

We ask that all Resellers are familiar with our Minimum Advertising Price ("MAP") Policy which is attached herein and incorporated by reference. This policy does not constitute an agreement between you and Biomic, and Biomic is not seeking a response from you.

VII. Product Advertising

- a. Reseller's use of the BiomicIP shall be in conformance with any guidelines specified by Biomic, including those contained within our Terms of Service, found [HERE](#), and the ION* Brand Guidelines, located [HERE](#).
- b. Any BiomicIP used by you must be current and obtained from us directly. BiomicIP may not be taken from other websites or other resources. It is Reseller's responsibility to check intelligenceofnature.com, which may be amended from time to time by Biomic in its sole discretion.
- c. Resellers are prohibited from advertising BiomicIP in the following manner:

- i. Using any Product name, logo, trademark or other BiomicIP as part of a URL, secondary level domain name, metatag, file name, or keyword searches, including but not limited to pay per click advertising;
- ii. Using, affixing, or attaching the BiomicIP in any way to any product, service or other offering of the Reseller that is not a Product;
- iii. Failing to use the appropriate trademark or copyright symbols, where required, when displaying Product names or Products;
- iv. Using the BiomicIP in any way that is not expressly permitted hereunder.

VIII. Effect of Termination. Biomic reserves the right to terminate your status as a Reseller at any time for any reason or for convenience, and with or without notice. On expiration, termination or revocation of your Authorized Reseller status, you must immediately (i) cease all display, advertising, promotion, and use of all of BiomicIP and shall not use, advertise, promote, or display any trademark, trade name, or product designation or any part thereof that is similar to or confusing with BiomicIP, Biomic or the Products; (ii) cease purchasing and selling the Products; (iii) cease acting in any manner that may reasonably give the impression that you are a Reseller of the Products are affiliated with us in any manner. Biomic reserves the right, but is not obligated to, purchase any remaining inventory of Product at the purchase price paid by Reseller, if we determine, in our sole discretion that such Product is in good and marketable condition.

IX. Confidentiality. Biomic may make information about our business affairs, goods, services, pricing, programs and other proprietary or confidential information available to you as a Reseller; such information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" constitutes our "Confidential Information". Confidential Information does not include information that, at the time of disclosure is or becomes generally available to and known by the public other than as a result of, directly or indirectly, your breach of this Agreement; is or becomes available to you on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; was known by or in your possession before being disclosed by us.

You shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as you would protect your own Confidential Information but in no event with less than a commercially reasonable degree of care; you shall not use Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise your rights or perform its obligations hereunder; and you shall not disclose any such Confidential Information to any third-party except your representatives who must know the Confidential Information to exercise your rights or perform your obligations hereunder. Reseller is responsible for any breach caused by any of its employees, personnel or other representatives. This Confidentiality provision shall survive termination or expiration of your Authorized Reseller status for a period of three (3) year after such termination or expiration.

X. Representations and Warranties. Reseller represents and warrants to Biomic that it has the full right, power and authority to agree and be bound by this Agreement, to perform your obligations hereunder, and when executed, this Agreement will be the legal, valid and binding obligation of Reseller, enforceable against Reseller in accordance with its terms.

XI. Liability. Our liability under the product warranty located on the Product label ("Warranty") is the replacement or refund of the Products purchased under the warranty. You shall not replace any Product, in whole or in part, by or through any third party. THIS SECTION SETS FORTH YOUR SOLE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF ANY WARRANTY RELATING TO THE PRODUCTS.

XII. Warranties Disclaimer; Non-reliance. THE PRODUCTS ARE SOLD AS IS AND ON AN AVAILABLE BASIS. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES DESCRIBED ABOVE (A) BIOMIC HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND (B) RESELLER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY US OR ANY OTHER PERSON ON OUR BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED IN HEREIN.

XIII. INDEMNIFICATION AND LIMITATION OF LIABILITY. You shall indemnify, hold harmless, and defend Biomic against any and all losses, damages, liabilities, claims, actions, and fees of whatever kind, including reasonable attorneys' fees, incurred by us (collectively, "Losses"), arising out of any breach by you of any representation, warranty, or covenant under this Agreement; and any negligent act or omission by you in connection with the performance of your obligations hereunder.

XIV. No Liability for Consequential or Indirect Damages IN NO EVENT IS BIOMIC, LLC, OR ITS REPRESENTATIVES LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

XV. Insurance. Reseller shall, at its own expense, during the Term, maintain and carry in full force and effect commercial general liability insurance (including products liability) with limits of no less than \$1Million per occurrence/\$2Million aggregate ("Insurance Policy"). Such Insurance Policy shall waive any right of subrogation of the insurers against Biomic or any of its affiliates. Upon request by Biomic, Reseller shall within thirty (30) days of such request, provide us with a certificate of insurance evidencing the above coverage. Further, Reseller shall provide thirty (30) days advance notice to us in the event of a cancellation or material change in Reseller's Insurance Policy.

XVI. Arbitration. Reseller agrees to give up any rights to litigate claims in court or before a jury or to participate in any class action or representative action with respect to any claims against Biomic. Other rights you may have had by going to court may also be unavailable or limited in arbitration.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF THE PRODUCTS, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. THE EXCLUSIVE JURISDICTION AND VENUE FOR SUCH ARBITRATION SHALL BE THE COMMONWEALTH OF VIRGINIA.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

You agree to an arbitration on an individual basis. In any dispute you will not be ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

XVII. Miscellaneous

- a. Entire Agreement. This Agreement, together with the Reseller Application and including any related exhibits, schedules, attachments, and appendices constitutes the sole and entire agreement of Biomic and Reseller with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
- b. All notices, requests, consents, claims, demands, waivers, and other communications (“Notice”) must be in writing and addressed to Biomic Sciences, LLC at 4351 Seminole Trail, Charlottesville, VA 22911; to Reseller at the address and contact information on the Reseller Application. Unless otherwise agreed, Notice must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid. For the purposes of order confirmation or other questions regarding orders placed on the Reseller Portal, email is sufficient. Notice is effective on receipt by the receiving Party.
- c. Headings in this Agreement are for reference only and don’t affect its interpretation.
- d. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction.
- e. Modifications. Biomic reserves the right to update, amend, or modify this Agreement upon written or electronic notice to Reseller. 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 BiomicIP, or use of any other information or materials provided by us to you, under the Terms and Conditions following notice will be deemed your acceptance of the amendments.
- f. Waiver. No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. Neither failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition hereunder or any act, omission, or course of dealing between the Parties constitutes a waiver.
- g. Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or later be available at law, in equity, by statute, in any other

agreement between the Parties or otherwise except as provided herein. Reseller acknowledges and agrees that (a) a breach or threatened breach by Reseller of any of its obligations under this Agreement would give rise to irreparable harm to Supplier for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Reseller of any of these obligations, Supplier shall, in addition to any and all other rights and remedies that may be available to Supplier at law, at equity, or otherwise in respect of this breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief.

h. Assignment. Reseller may not assign any of its rights or delegate any of its obligations under this Agreement without our prior written consent. Biomic may assign any of our rights or delegate any of our obligations without your consent.

i. Successors and Assigns. This Agreement is binding on and inure to the benefit of the Reseller and Biomic and their respective permitted successors and permitted assigns.

j. Choice of Law. The Agreement and all matters arising out of or relating to it are governed by, and construed in accordance with, the Laws of the Commonwealth of Virginia, without regard to the conflict of laws provisions thereof.

k. Force Majeure. Biomic shall not be deemed to be in breach of this Agreement or liable to Reseller in any manner on account of any delay in delivery or other performance caused in whole or in part by, or otherwise materially related to, the occurrence of any contingency beyond our control, including without limitation, fire, flood, terrorist threats or acts, riot or other civil unrest, war, invasion, hostilities, strikes or other labor disputes, embargoes or transportation delays, shortage of labor, inability to secure fuel, energy, materials, supplies or power at reasonable prices from regular sources or on account of shortages thereof, delays or failures of any of our suppliers to deliver, acts of God or of a public enemy, the effect of any existing or future laws, acts or regulation of any applicable federal, state or local government, or any other commercial impracticability.

L. Contact Information – Reseller. You agree to maintain accurate and up-to-date company information, including key personnel, and to promptly notify us of any change to your telephone number, mailing address, or email address.

Signed and Agreed:

Authorized Reseller

Company: _____

Signature: _____

Title: _____

Date: _____