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Internet Resellers Policy

I. Introduction and Rationale

The Neogenis Laboratories, Inc. Internet Resellers Policy governs the internet resale of products from Neogenis Medical, a healthcare professional exclusive nutritional supplement company. This policy is provided to all new and existing healthcare professional (HCP) partners as a privilege and benefit of being a valued customer of Neogenis Medical. Neogenis Medical believes the guidance of a qualified and approved health professional is essential in order to maximize the effectiveness of our professional strength supplements; and to encourage the commitment and investment of our partners in the brand. Neogenis Medical reserves the right to deny any application. This policy is the unilateral will of Neogenis Medical and this policy can be amended at any time. Such amendments will be communicated via mail and/or email to all involved parties.

II. Policies and Restrictions

- a. **Authorized Resellers:** Only authorized healthcare professionals are allowed to sell Neogenis Medical branded products through their website. An acceptable HCP reseller is someone who maintains and has submitted a current medical license, degree or certificate for Neogenis Medical verification and approval. Such approved licensed HCP partners may resell HCP exclusive products through a website where he/she is accessible.
- c. **Copyright and Trademark:** The philosophy and integrity of the Neogenis Medical brand must be consistently protected at all times. Content displayed on the Neogenis Medical website, in brochures, advertisements, product packaging, product information sheets and other marketing materials are copyrighted and trademarked. All content appearing on or associated with all privately labeled product, is copyrighted and trademarked as well.
- d. **Brand Representation:** The unauthorized use of copyrights, trademarks, logos, manufacturing images, product images, copy or other Neogenis Medical information on the internet without expressed consent is prohibited. All photos, images, and product and/or company description content pertaining to or describing Neogenis Medical must be current and obtained from Neogenis Medical directly. This information cannot be pulled from Neogenis Medical website or other internet sources, unless specifically directed in writing by

Neogenis Medical. This information may be updated and amended at any time. Such amendments will be communicated via mail and/or email to all involved parties.

e. Other Internet Policies:

1. No reseller is authorized to sell Neogenis products on Amazon, eBay or other resale sites. The only website you are authorized to merchandise and sell Neogenis products is your own, single HCP website.
2. The Healthcare Professional is not allowed to pursue Google, Bing or other paid for search advertising terms of any kind.
3. The Healthcare Professional will be immediately terminated as authorized reseller of Neogenis Medical products if any violations of the Internet Policy occur.

f. Information Disclosure: All individuals or companies intending to resell Neogenis Medical products through the internet agree to disclose all ownership or association of any kind with other affiliated websites of any type. Neogenis Medical must be notified of any website or online storefront url changes, launches, and/or storefront name changes prior to implementation. Websites where Neogenis Medical products are sold or advertised must provide access to the current and approved licensed HCP account holder, including his/her complete phone number, email and office address contact information.

g. International Restrictions: Products are for distribution in the United States only. Due to international supplement regulations and policies governing such products, and to protect the integrity and rights of our international distributors, products cannot be shipped internationally.

h. Compliance with Laws: The HCP customer is solely responsible to comply with all applicable laws and regulations where it advertises or sells Neogenis Medical products.

i. Pricing Provisions: Authorized approved HCP's must abide by the Minimum Advertised Price (MAP) Policy, as outlined in section III of this document when advertising or reselling Neogenis Medical products.

III. Minimum Advertised Price (MAP) Policy

- a. Liability: The Minimum Advertised Price (MAP) Policy applies to all partners including those that own, operate or manage websites, online clinics and pharmacies. The MAP policy applies to all printed and electronic advertisements of Neogenis Medical products including but not limited to catalogs, brochures, websites, email solicitations, special offers, newsletters and electronic coupons or coupon codes. HCP partners agree to assume all liability and responsibility for the resale of products through the internet.
- b. Advertising: Through the purchase of Neogenis Medical products, partners agree not to advertise through any medium of mass communication any product at less than the

Suggested Retail Price (SRP) for each respective product as listed on the Neogenis Medical professional product list in effect at the time of the advertising. This policy prohibits the advertising of any volume discount or other promotion that would cause the per unit sales price to be advertised at less than the SRP. Similarly, any language referring to or speaking of inferred discounts that a customer may receive through a website is prohibited.

c. Actual Resale Price: MAP provisions do not establish the HCP's actual resale price. HCP's are free to set the actual resale price as they deem appropriate; however, Neo40®Professional and NO_x Support™ must check-out at or above suggested retail price (typically the page at which the end user finally purchases the product). Access to an actual resale price that is lower than MSRP via the internet may only be granted through restricted web pages protected by a unique code. Print collateral and Internet sites may not display a price lower than MSRP for Neo40®Daily.

IV. *Sanctions*

Absolute adherence to the terms and conditions outlined in this policy is required for active account status. If a customer fails to comply with the terms of Section II., a. through h., Neogenis Medical shall notify them via phone, email or standard mail of the violation and immediately place the customer's direct and distributor (if applicable) account on hold until the customer has come into compliance. Failure to comply with the MAP policy in Section II., i. and Section III., may result in temporary or permanent revocation of the customer's wholesale purchasing privileges, suspension of the account or termination of the account. Neogenis Medical reserves the right to revoke the customer's wholesale price purchasing privileges and/or terminate the account of any customer. Violation of any such terms automatically forfeits the account holder's ability to sell products in any capacity.

By signing below, you agree to the terms and conditions outlined above:

Signature:	Date:
Printed Name:	Title:
COMPANY:	