

DOMESTIC WHOLESALER TERMS AND CONDITIONS

Rev. 12.23.2020

These Terms and Conditions may be updated by Vitamin and Supplement Wholesalers, Inc. ("VSW") at any time without notice. Placement of an order is deemed acceptance of the Terms and Conditions posted when the order is placed. As used herein, "VSW" shall include any corporate Affiliate of VSW (as defined hereinafter).

1. DEFINITIONS

1.1 "Affiliates" means, with respect to VSW, any other entity directly or indirectly controlling, controlled by or under common control with VSW.

1.2 "Confidential Information" means all confidential and proprietary documents and information regarding financial and marketing data, projections, models, contacts, research, product plans, products, services, customers, markets, software, developments, inventions, formulas, processes, designs, drawings, engineering, and hardware configuration information, which are not otherwise included within the definition of Trade Secrets.

Confidential Information includes, but is not limited to, any nonpublic information regarding the Products, prices, and any nonpublic lists or compilations of customers, prospective customers, or business opportunities.

1.3 "Customer" means a customer or prospective customer of Wholesaler who is the ultimate end user of the Products and any of Wholesaler's resellers.

1.4 "Products" means products and blood tests offered by VSW on the VSW Wholesale Order Form and the Wholesale Blood Tests Order Form, as may be amended from time to time (collectively, "Order Forms").

1.5 "Proposition 65" refers to the State of California's Safe Drinking Water and Toxic Enforcement Act of 1986, Cal. Health & Safety Code § 25249.5-25249.14, and the implementing regulations, Cal. Code Regs. Tit. 27 § 25102 *et. seq.*

1.6 "Proprietary Information" means, collectively, the Confidential Information and the Trade Secrets.

1.7 "Territory" means the United States of America. This Agreement does not permit Wholesaler to sell the Products outside the USA, regardless of whether the Products are shipped to Wholesaler within the USA. An international agreement is required for sales outside the USA.

1.8 "Trademarks" means the now existing or hereafter adopted or created trademarks, trade dress, logos, slogans, designs and distinctive advertising of Life Extension applicable to the brand and Products which are approved by VSW for use by VSW wholesalers.

1.9 "Trade Secrets" means information related to the business of the disclosing party which (a) derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its

disclosure or use; and (b) is the subject of efforts by the disclosing party to maintain its secrecy that are reasonable under the circumstances.

1.10 “Wholesaler” means the person or entity identified in this Domestic Wholesaler Agreement.

2. APPOINTMENT AS VSW WHOLESALER

2.1 Appointment. Subject to the terms and conditions herein, Wholesaler is appointed as an independent, non-exclusive VSW wholesaler to distribute the Products to Customers solely within the Territory, and Wholesaler accepts such appointment. Wholesaler agrees to conduct its business as a VSW wholesaler in accordance with this Agreement and the policies applicable to VSW wholesalers as issued by VSW from time to time, including but not limited to the Advertising and Reprint Policies attached hereto as Appendix A and the Wholesale Return Policy attached as Appendix B. Wholesaler may review the current policies applicable to VSW wholesalers in Wholesaler’s online account under “Account Options”.

Wholesaler acknowledges that it has only a non-exclusive right to distribute the Products in the Territory, and VSW may in its sole discretion sell the Products to any other person or entity, including resellers and consumers in and outside the Territory and authorize other resellers to sell the Products in competition with Wholesaler by any and all means and channels of distribution.

Wholesaler further acknowledges it has no rights whatsoever to (i) file any application to register, or otherwise claim ownership of, the Trademarks, and/or the Product names, anywhere in the world; or (ii) combine the Trademarks with any other marks, words, letters or symbols, or otherwise alter the Trademarks to form one or more new marks; or (iii) relabel, repackage, translate or overlay labels and packaging of the Products; or (iv) alter, modify, reverse engineer, or otherwise change or imitate the Products, their labels, or packaging in any way.

2.2 Independent Contractor. Wholesaler is an independent contractor, not an agent of VSW. Wholesaler will purchase the Products as per the terms set forth in Section 3 and resell them to Customers. Wholesaler has no authority to bind or contract in the name or for the account of VSW or to create any liability against VSW whatsoever.

2.3 Legal Compliance. Wholesaler agrees that each of the obligations, representations and warranties set forth in this Section 2.3 are material to this Agreement.

2.3.1 Wholesaler will comply with all applicable governmental laws, regulations and orders relating to its activities hereunder, including but not limited to the United States Dietary Supplement Health and Education Act of 1994 (DSHEA), the Federal Trade Commission Act, the Lanham Act and regulations promulgated pursuant thereto, and similar laws and regulations in the Territory, reporting and licensure requirements, and export and import controls, and labeling requirements in the Territory, as applicable. Wholesaler shall not make claims that the Products are intended to diagnose, treat, cure, or prevent any disease.

2.3.2 Wholesaler represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specialty Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets

Control of the United States Department of the Treasury or any other list of persons or entities with whom VSW is restricted from doing business ("OFAC List"). Wholesaler shall not sell the Products to any person or entity operated by or for the benefit of any person or entity that is on the OFAC List. Wholesaler shall provide documentary and other evidence of Wholesaler's identity and ownership and customers as may be reasonably requested by VSW at any time to enable VSW to verify Wholesaler's identity or to comply with this Section 2.3.2 regarding OFAC compliance.

2.3.3 Wholesaler shall, and shall ensure that its affiliates and any third party contractors shall, comply with the United States Foreign Corrupt Practices Act (including as it may be amended) (the "FCPA"), and any analogous laws or regulations existing in any other country or region in the Territory, in connection with its performance under this Agreement. Neither Party will make any payment, either directly or indirectly, of money or other assets, including but not limited to compensation derived from this Agreement, to government or political party officials, officials of international public organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing, that would constitute violation of any law, rule or regulation.

2.3.4 Wholesaler's collection, use and processing of personal information related to its Customers shall comply with all applicable (i) privacy, security, data protection, direct marketing, and consumer protection laws and regulations of any applicable jurisdiction, (ii) all then-current standards, guidelines and practices with respect to privacy, security, data protection, direct marketing, and consumer protection, including the collection, processing, storage, protection and disclosure of Customer personal information.

2.4 Unfair Competition. Wholesaler agrees that it will not engage on its own behalf or on behalf of others in the development of competing products during the term hereof and any renewals or extensions or within two (2) years after the termination or expiration of this Agreement. Wholesaler agrees never to use, or knowingly allow others to use, any VSW Product in support of the development of a competing product.

2.5 VSW Reserved Rights. VSW reserves the right, in its sole discretion, from time to time, without notice, to modify or discontinue the Products; Product specifications; the prices charged for, discounts, and payment and other terms extended with respect to the Products; and any VSW trademark. VSW shall have the right to allocate sales, limit quantities or cancel orders of selected Products among its customers in its sole discretion, without liability to Wholesaler. VSW shall have the right to publicize Wholesaler as a VSW Wholesaler. VSW shall have the right at any time to suspend its performance hereunder during the continuation of any failure by Wholesaler to comply with any of its obligations under this Agreement or VSW policies.

2.6 Resellers. Subject to prior written approval by VSW, Wholesaler shall have the right to appoint resellers in the Territory to distribute the Products. Wholesaler shall require all resellers to agree in writing to be subject to substantially the same restrictions as Wholesaler relating to the distribution of the Products, specifically including Sections 1.7, 2.3, 3.1.6, 3.1.7, 3.1.8, 3.1.9, 3.1.10, 3.2, 3.3.1, 5, and 6.5 and all of their subsections. Wholesaler is responsible for making its resellers aware of and ensuring their compliance with applicable VSW policies, and Proposition 65 for sales of Products in or into California.

3. PRODUCT PURCHASE, MARKETING AND DISTRIBUTION BY WHOLESALER

3.1 Purchase of the Products; Terms of Sale.

3.1.1 Wholesaler shall pay for any Products at the applicable prices set forth in the most current Order Forms. Payment shall be due when the order for Products is placed (i.e., when the order is received by VSW) unless otherwise agreed by VSW in writing. Wholesaler is not permitted to use a Customer's account for payment (e.g., their credit card, PayPal) or allow their Customers to order directly from VSW using Wholesaler's account. Wholesaler's obligation to pay for the Products is not contingent upon receipt by Wholesaler of payment from any Customer. VSW shall have the right to disapprove any proposed sale due to the identity or location of the proposed Customer (including without limitation those proposed sales to Customers who pose competitive or intellectual property protection concerns and Customers located outside the Territory or in countries where export control laws prohibit such sale).

3.1.2 All orders are subject to acceptance by VSW. A written or verbal acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. VSW may, in its sole discretion, without liability or penalty, make partial shipments of Products to Wholesaler. Each shipment constitutes a separate sale, and Wholesaler shall pay for the units shipped, whether the shipment is in whole or partial fulfillment of an order. Wholesaler shall have the option to accept and pay for, or reject in writing to VSW, delivery of any quantity that is in excess of the quantity specified, or delivery of Products that were not ordered. Any time quoted for delivery is an estimate only; provided, however, that VSW shall use commercially reasonable efforts to deliver all Products on or before the requested delivery date. VSW is not liable for any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery.

3.1.3 Each sale of the Products by VSW to Wholesaler shall be governed solely by (a) this Agreement; (b) applicable VSW policies current at the time of sale; and (c) the prices and other terms set forth on the Order Forms, as in effect from time to time. No acknowledgement, confirmation, or purchase order or other communication submitted by Wholesaler shall be effective to vary the terms described herein, unless the same is separately signed by an officer of VSW and designated as an amendment to this Agreement.

3.1.4 The prices on the Order Forms (and any other Product price lists) are net of any governmental taxes, duties, import or export fees, excise taxes, or other similar impositions now or hereafter applied on the production, sale, transportation, licensing or use of the Products, including sales and use taxes and value added taxes, all of which (other than taxes based on the net income of VSW) shall be borne by Wholesaler in addition to the price of the Products.

3.1.5 Unless expressly agreed to by the parties in writing, VSW shall select the method of shipment of and the carrier for the Products. The Products shall be shipped F.O.B. VSW's facility; Wholesaler is responsible for all shipping, insurance and related charges, and all risk of damage or loss to the Products shall pass to Wholesaler upon tender by VSW to the common carrier. Title to the Products remains with VSW and shall not pass to Wholesaler until Wholesaler has paid VSW in full for all amounts owed with respect to the Products.

3.1.6 **VSW does not allow Wholesalers to sell Products to/through Amazon.com without express written approval.** Wholesalers are required to inform their Customers, other than end-consumers purchasing from retail outlets, of the restrictions set forth in this Section and are responsible for ensuring that any sub-distribution of Products to other entities for resale does not occur at or on the Amazon platform. Failure of Wholesaler to

comply with the foregoing will, at VSW's discretion and without waiver of VSW's right to pursue other remedies for breach, result in the suspension or termination of Wholesaler's license to use or display Life Extension's Trademarks, reduction of Wholesaler's discount, and/or closure of Wholesaler's account.

3.1.7 Wholesaler shall not distribute the Products to any person or entity who, to the knowledge of Wholesaler, is or has branch sales outlets located outside the Territory or intends to sell the Products outside the Territory, without the prior written consent of VSW. If Wholesaler receives inquiries from any Customer outside or having sales outlets outside the Territory, Wholesaler shall attempt to sell the Products only to those Customers or branches within the Territory and shall simultaneously advise VSW of such inquiries and the addresses of the Customer or branches outside the Territory.

3.1.8 Due to license restrictions, some Products may not be sold in certain territories and trade channels. Therefore, some Products advertised may not be available for Wholesaler to purchase. Other Products may be available for purchase by Wholesaler but may not be resold in certain territories, trade channels, or at all. Upon notice of such license restrictions provided by VSW, Wholesaler is subject to the license restrictions on its sales of those Products to its Customers. License restrictions are indicated on the Order Form and on the Product pages on www.LifeExtension.com.

3.1.9 Wholesaler must comply with Proposition 65 requirements if Wholesaler sells Products on the Life Extension Proposition 65 Product List (the "List") to purchasers in the state of California, even if Wholesaler is located outside California. Proposition 65 requires that specific warnings must be provided on the Product label, and online for all internet sales of the Products on the List to California customers, prior to the purchase of the product. Wholesaler is responsible for its resellers' compliance with Proposition 65. Wholesaler can access the current List by logging in to its account on www.LifeExtension.com or contacting VSW.

3.1.10 Wholesaler is strictly prohibited from relabeling, repackaging, translating or overlaying labels and packaging of the Products, or altering, modifying, reverse engineering, or otherwise changing the Products, their labels, or packaging in any way. Wholesaler shall distribute and sell the Products in the packaging with the labeling as received from VSW. Any exceptions to this Section 3.1.10 must be in writing and signed by the authorized representative of each party.

3.2 Intellectual Property.

3.2.1 VSW hereby grants to Wholesaler a non-exclusive, royalty-free license to use the Trademarks solely in connection with the advertisement, promotion, sale and distribution of the Products by Wholesaler, in the Territory, under this Agreement and during the term hereof. Wholesaler shall not use the Trademarks in any manner likely to confuse, mislead or deceive the public, or to be injurious or inimical to the best interests of VSW. Wholesaler is expressly prohibited from using the "Life Extension" trademark or any confusingly similar mark in connection with the operation of a retail or wholesale outlet, in connection with a domain name, or in connection with its trade name (i.e. company name) without express written authorization from VSW in the form of an Addendum to this Domestic Wholesaler Agreement.

3.2.2 Intellectual Property Representations and Disclaimers. VSW has the right, power and authority to grant the license set forth herein. VSW does not warrant or represent that the

Trademarks have been registered with the United States Patent and Trademark Office or similar office of any other country, or that the use of the Trademarks will not infringe the trademark rights of others. VSW MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, NOR DOES VSW ASSUME ANY OBLIGATIONS WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING AS A RESULT OF THE ACTIVITIES OF WHOLESALER OR ITS AGENTS OR CUSTOMERS UNDER THIS AGREEMENT.

3.2.3 VSW shall have the sole right to register all Trademarks, including domain names containing the Trademarks, or confusingly similar marks and Wholesaler shall not attempt to register or otherwise claim ownership of any Trademarks, including domain names containing the Trademarks, or confusingly similar marks. Any application or registration Wholesaler may obtain in violation hereof shall be owned by VSW, and Wholesaler shall immediately convey, transfer, and assign all right, title, and interest in and to the Trademarks, including domain names, to VSW or its designee (“Assignments”). Wholesaler shall execute such documents and do such acts as may be necessary to perfect, evidence, establish, maintain and protect such Assignments and to protect VSW’s and its designee’s and Affiliates’ rights. All such unauthorized applications and registrations and subsequent Assignments shall be at Wholesaler’s sole cost and expense. Pursuant to [Section 3.3.1](#) below, Wholesaler shall be liable for attorneys’ fees incurred by VSW in the enforcement of this provision.

3.2.4 VSW retains all rights in and to the Trademarks not specifically granted herein.

3.2.5 All use of the Trademarks by Wholesaler, whether or not authorized, shall inure to the benefit of VSW.

3.2.6 Notice of Infringement. Wholesaler agrees to notify VSW promptly of (a) any third party claim that the Trademarks are infringing in the Territory, or (b) any infringement or unauthorized use of the any of the Trademarks in the Territory of which it becomes aware.

3.2.7 Right to Protect Trademarks. VSW shall have the sole right to take action deemed necessary to protect the Trademarks. Such action may include, but is not limited to, assuming the defense of any lawsuit challenging or affecting the rights to the Trademarks, settling litigation, and/or instituting litigation to protect its rights to the Trademarks. VSW may, at its option, permit Wholesaler the right to prosecute or defend actions described in this [Section 3.2.7](#). In the event of litigation, the prosecuting or defending party (whether VSW or Wholesaler) shall bear all costs, fees and expenses of legal proceedings and actions regarding infringement and shall be entitled to collect and retain all awards and damages recovered in settlement or other proceeds paid.

3.2.8 Duty to Cooperate. In any infringement lawsuit VSW and Wholesaler shall, at the request and expense of the litigating party, cooperate in all respects and, to the extent commercially reasonable, have their employees testify when requested and make available relevant records, papers, and information and to otherwise cooperate in a timely manner.

3.2.9 Wholesaler shall not (i) take any action that may interfere with any of VSW 's rights in or to the Trademarks or confusingly similar marks, including VSW's ownership or exercise thereof; (ii) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products or any of the Trademarks; (iii) develop or use any trademarks other than the Trademarks in connection with the Products; (iv) misappropriate any of the

Trademarks for use as a domain name without prior written consent from VSW; or (v) alter, obscure or remove any of the Trademarks or any other proprietary rights notices placed on the Products purchased under this Agreement, marketing materials or other materials that VSW may provide.

3.2.10 In addition to any termination rights set forth in Section 6, VSW shall have the right to immediately terminate the licenses granted in Section 3.2.1 if VSW determines, in its sole discretion, that Wholesaler's continued use of any of the Trademarks of confusingly similar marks is contrary to the best interests of VSW or is likely to confuse, mislead or deceive the public.

3.3 Wholesaler Indemnity and Insurance.

3.3.1 As an independent contractor, Wholesaler is responsible for its own risks, liabilities, and claims arising from its own business operations. Accordingly, Wholesaler agrees to defend, indemnify and hold VSW and its Affiliates, and their agents, employees, officers and directors harmless from and against any and all claims, demands, liabilities, obligations, damages, costs, losses and expenses of every kind and nature whatsoever ("Claims"), including, without limitation, court costs and attorneys' fees, arising out of (i) Wholesaler's own activities, (ii) the negligent or willful acts or omissions of Wholesaler or its agents, employees or Customers, or (iii) the breach of this Agreement by Wholesaler, and regardless of whether such Claims may arise in contract or tort, from intentional or negligent conduct, under statute or regulation, in equity, at law or otherwise. The obligations set forth in this Section 3.3.1 shall survive the expiration or earlier termination of this Agreement.

3.3.2 Wholesaler represents and warrants that as of the Effective Date it maintains, and at all times while it is distributing the Products (and for the period thereafter during which any claim may be asserted related to such Products) it shall continue to maintain, a General Liability Insurance Policy containing limits of at least one million dollars per occurrence and two million dollars in the annual aggregate to protect Wholesaler and VSW and its Affiliates from the liabilities insured against thereunder, and which contains bodily injury, personal injury, products and completed operations, and advertising injury coverage, and a contractual liability endorsement. VSW and its Affiliates, and their agents, employees, officers and directors shall be named as additional insureds on the Policy. Upon request, Wholesaler shall promptly furnish to VSW a certificate of insurance and renewal certificates of insurance evidencing the foregoing coverages and limits. The insurance shall not be cancelled, reduced or otherwise changed without providing VSW with at least 10 days prior written notice.

3.4 Licensed Healthcare Providers. If Wholesaler is a licensed healthcare provider, Wholesaler acknowledges that the laws and regulations applicable to health care providers frequently change and vary and from state to state, and that VSW gives no representation or advice about federal, state, or local laws or regulations applicable to Wholesaler's health care practice or profession in connection with the sale of the Products or otherwise. VSW encourages Wholesaler to check with its state licensing board and applicable governmental agencies regarding any and all laws related to its healthcare practice and the sale and recommendation of the Products, including whether any specific disclosures or disclaimers should be provided to patients prior to the sale of the Products.

4. PRODUCT WARRANTIES, DISCLAIMERS AND WARRANTY ADMINISTRATION

4.1 Warranties and Disclaimers.

4.1.1 VSW warrants that the Products will conform to their description as set forth on the order submitted by Wholesaler and accepted by VSW. The foregoing warranty is made in lieu of and to the exclusion of all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or use.

4.1.2 With respect to its distribution of any of the Products, Wholesaler will give and make no other or different warranties or representations on behalf of VSW as to quality, merchantability, fitness for a particular use or purpose or any other features of the Products other than the warranty given by VSW to Wholesaler.

4.1.3 Wholesaler shall have thirty (30) days from receipt of the Products to inspect such Products for breaches of the warranty contained in Section 4.1.1 above and shall provide VSW with written notice of any defects within the thirty (30) day time period. Wholesaler's exclusive remedy for any breach of the foregoing warranty shall be for VSW, at its option, to replace the defective Products or refund to Wholesaler any amounts paid for such Products. VSW will advise Wholesaler whether to return or destroy the defective Products.

4.1.4 VSW shall not be liable for any claims, demands or actions arising out of, based on or related to this Agreement or the use of the products or any portion thereof, or any damages (whether direct, indirect, incidental, consequential, punitive or exemplary) resulting therefrom, except as expressly set forth in this Agreement. Wholesaler assumes all risks arising out of the use of the Products to the extent permitted under applicable law, including lost profits, lost savings, damages from physical injury to tangible property, personal injury or death. The remedies of Wholesaler for Product defects are Wholesaler's exclusive remedies; provided that, if the exclusive remedies shall ever be deemed to have failed of their essential purpose, then VSW's liability shall in no event exceed the amount paid by Wholesaler for the Products at issue.

4.2 Customer Claims Procedures. VSW will refer Customers to Wholesaler for resolution of any claims. VSW and Wholesaler agree to cooperate as reasonably requested in an investigation of any claim, and Wholesaler agrees promptly to furnish to VSW any information which Wholesaler may have concerning any claim. VSW, in its sole discretion, shall have the option to replace or refund to Wholesaler or the Customer any amounts paid for the Product at issue. In the event that VSW chooses to pay a refund to a Customer, Wholesaler agrees to refund to VSW the portion of the purchase price it received from the Customer. Wholesaler shall accept from VSW replacement Products to correct warranty problems and shall be responsible for delivering them to the Customer.

5. PROPRIETARY INFORMATION AND OTHER INTELLECTUAL PROPERTY

5.1 On the date that title to the Products passes to Wholesaler, Wholesaler shall acquire good and clear title from VSW to each unit of the Products purchased hereunder. However, Wholesaler acknowledges that any and all of the Trademarks, trade names, trade secrets, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Products shall be and remain the sole property of VSW and its Affiliates. Wholesaler agrees not to challenge the validity of VSW's patents, trade secrets, trademarks, copyrights, registrations or applications therefor or other proprietary rights in the Products during the term of this Agreement, any renewals or extensions thereof, and after any termination or expiration thereof.

5.2 Wholesaler shall protect the Proprietary Information of VSW in the same manner and to the same extent as it protects similar information of its own (but must in any event use reasonable care for the protection of the Proprietary Information), and it must not use, reproduce, distribute or disclose the disclosing party's Proprietary Information to anyone other than its employees, agents or independent contractors who have a specific need to know such information and have been informed and obligated in writing to observe the confidentiality obligations imposed by this Agreement. Wholesaler shall maintain the Confidential Information in secret during the term of this Agreement, any renewals or extensions thereof, and for a period of five (5) years after any termination or expiration of this Agreement. Wholesaler shall maintain the Trade Secrets in secret during the term of this Agreement, any renewals or extensions thereof, and after any termination or expiration thereof, and shall continue to maintain the Trade Secrets in secret for so long as the information is considered by VSW to be a Trade Secret and so long as a court of law of no further appeal has not determined that the trade secret status of the information has been lost.

5.3 Wholesaler acknowledges that a breach of Wholesaler's obligations under this Section 5 may cause irreparable damage to VSW, which may not be compensable in monetary damages, and that VSW shall be entitled, as a matter of right, to seek and obtain injunctive relief to prevent any such breach without the need for posting a bond.

6. QUOTA, TERM AND TERMINATION

6.1 Quota. In order to be classified as a Wholesaler, Wholesaler must purchase a minimum of two thousand dollars (\$2,000.00) of Products annually, commencing on the Effective Date; otherwise, VSW may terminate this Agreement.

6.2 Term. The term of this Agreement shall commence on the Effective Date and may be terminated with or without cause by VSW or Wholesaler at any time.

6.3 Effect of Termination. Upon termination of this Agreement, all rights and licenses granted to Wholesaler under this Agreement shall immediately terminate except as expressly provided in this Section 6.3. Further, Wholesaler shall desist from holding itself out as an authorized Wholesaler of VSW and shall cease all distribution of the Products and return to VSW all VSW literature; provided, however, that Wholesaler shall have the right to distribute its remaining inventory of the Products in accordance with and subject to this Agreement for a maximum of ninety (90) days after the effective date of termination, after which all Product remaining in inventory must be destroyed by Wholesaler, unless VSW shall at any time exercise its option by written notice to Wholesaler to repurchase Wholesaler's remaining inventory at the price(s) paid by Wholesaler to VSW, in which event, VSW will pay any shipping fees associated with returning the Products. The termination of this Agreement shall not, unless otherwise provided in the termination notice, terminate or be deemed to terminate any other agreement then in effect between the parties.

6.4 Liability upon Termination. Neither party hereto shall be liable to the other party for damages, losses, costs or expenses of any kind or character whatsoever arising from the termination of this Agreement, whether such damages, losses, costs or expenses arise from the loss of prospective sales or expenses incurred or investments made in connection with the establishment, development or maintenance of Wholesaler's business, or any other reason whatsoever; provided, however, that such termination shall not affect any claim, demand, liability or right of either party arising pursuant to this Agreement prior to the

termination, or arising after termination in connection with sale by Wholesaler of its remaining inventory of the Products.

6.5 LIMITATION OF LIABILITY. IN NO EVENT SHALL VSW BE LIABLE UNDER ANY THEORY TO WHOLESALER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE OR VSW WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. MISCELLANEOUS PROVISIONS

7.1 Entire Agreement; Amendments; Waiver. This Agreement, together with any Exhibits and Appendices, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements. This Agreement may not be amended or modified, nor any part waived, except by a further written agreement signed by the parties hereto. No failure or delay on the part of VSW in exercising any right or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy.

7.2 Assignment. Wholesaler shall not assign its rights or delegate its performance hereunder without the prior written consent of VSW, and any attempt to do so without such consent shall be void and of no power or effect. VSW may assign this Agreement or any portion of it without the consent of Wholesaler.

7.3 Notice. All notices and communications required or permitted pursuant to this Agreement shall be in writing and shall be delivered via certified mail or nationally recognized courier service to the other party at the address shown below (or at such other address as may be specified by a notice given to the other party in accordance with this Section 7.3) and shall be effective when actually delivered to such address.

7.4 Severability. If any one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and of the United States of America without reference to any conflicts of law principles; the parties submit themselves to the jurisdiction of the federal and state courts located in Broward County, Florida, which shall have exclusive jurisdiction of any disputes arising hereunder, and the parties waive any objection to venue therein.

7.6 Force Majeure. VSW will not be liable for delays in delivery or the failure to perform its obligations under this Agreement, if such failure is caused by the occurrence of any force majeure beyond its reasonable control, including without limitation product allocations, material shortages, labor disputes, strikes and other industrial disturbances, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government orders, fires, floods, severe weather conditions, accidents, computer interruptions, acts of terrorism, epidemics, quarantine restrictions, riots, insurrections or war. VSW's time for delivery or performance will be

extended by the period of such delay or VSW may, at its option, allocate production and delivery among its customers, or cancel or reduce any order or remaining part thereof, in its sole discretion without liability to Wholesaler.

7.7 Headings. Section headings herein are for convenience only and shall in no case be considered in construing this Agreement.

7.8 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The person signing below on behalf of Wholesaler warrants that he or she has full authority to execute this Agreement and to bind Wholesaler and that all actions on behalf of Wholesaler required to authorize execution and performance of this Agreement have been duly taken.

Appendix A

Life Extension® Advertising and Reprint Policies

Life Extension brand vitamins and nutritional supplements are evidence-based, cutting-edge, premium- quality products. Life Extension Vitamin and Supplement Wholesalers, Inc. (the "Company") is committed to maintaining the Life Extension brand value, integrity and exceptional customer satisfaction developed over more than 30 years in the industry. The Company has established these Advertising and Reprint Policies for Life Extension products (the "Products").

For purposes of these Policies, "Resellers" include all authorized distributors and wholesalers ("Authorized Resellers"), as well as third party customers (i.e., Authorized Resellers' customers) that resell Life Extension products to consumers.

Revised Effective **May 2, 2019**:

1. Advertising Life Extension Products

- Resellers must feature Life Extension brand Products as premium-quality products by (i) maintaining up-to-date customer educational materials about the Products and (ii) for catalog and online Resellers, displaying a telephone number which customers may call to obtain Product information from knowledgeable staff.
- Ad copy and website materials must not misrepresent the brand or source of the Products and must not be misleading to customers (for example, Reseller's print materials and websites may not try to impersonate or mirror the likeness or overall appearance of Life Extension's magazine or website at www.lifeextension.com).
- Online, Pay-Per-Click ("PPC") ads for Life Extension branded terms ("Branded Terms") may never appear above www.lifeextension.com ads and should always rank below #1. A list of these Branded Terms may be accessed by logging in to your online Life Extension account. The list is updated from time to time and Authorized Resellers should review it prior to placing new PPC advertising. The list includes use of the Life Extension name and a few other variations, and trademarked products.
- URLs, including subdomains, must not impersonate or contain, in whole or in part, the "Life Extension" trademark and must not contain any of the Life Extension

Branded Terms or their misspellings. For example, sites such as www.lifeextension-japan.com, www.life-extension-products.net and <http://lifeextension.tumblr.com> would not be permitted. Branded Terms may not be used as part of Social Media or directory site listings. For example, the site listing www.digg.com/lifeextension would not be permitted. Any domain name registrations Wholesaler obtains in violation hereof shall be immediately transferred to VSW.

- Advertising by Resellers on Life Extension's Social Media pages (including comments on the Life Extension blog, Facebook, Twitter, Instagram, or YouTube pages), including use of Facebook tags and similar devices to drive traffic from Life Extension sites to Reseller sites, is not permitted.
- Internet ad landing pages must comply with the requirements for Use of Life Extension Content.

2. **Use of Life Extension Content**

- Many Resellers like to use Life Extension publications, including Web site content such as text and images, (collectively, "Content"), Life Extension trademarks (collectively "Marks"), and Life Extension logos (collectively "Logos"), in their catalogs, newsletters and mailings, Web sites and blogs to help promote the sale of the products, and in general, the Company encourages this practice because it provides well-presented, accurate information to educate customers about the Life Extension brand and products.
- Life Extension Content is protected by copyright and trademark law. Use of Life Extension Content, Marks, and Logos must be approved by the Company in advance. The Company reserves the right to withhold or withdraw consent to any use of Life Extension Content, Marks or Logos at any time, and upon such notice the Reseller will promptly cease and desist the unauthorized use of the Content, Marks or Logos. If a Reseller fails to comply with this Advertising and Reprint Policy, the Reseller's copyright and trademark licenses are automatically terminated.
- The following are requirements for all approved use of Life Extension Content:
 - The Content must be reproduced verbatim.
 - In print media, "Reprinted with permission of Life Extension®" must appear at the beginning or end of the Content.
 - Online, a link to the original Content on www.lifeextension.com must be displayed at the immediate top or bottom of the Content, and must appear above any medical references. The language for the link should read: "Reprinted with permission of Life Extension®."
 - Online links within Content are not permitted, with the exception of a link to the original Content on www.lifeextension.com.
 - Use of "Daily News" articles is strictly prohibited due to syndication restrictions.

3. **Compliance**

- Resellers must comply with these Advertising and Reprint Policies, and all applicable governmental laws, regulations and orders relating to their activities hereunder, including but not limited to the federal Dietary Supplement Health and Education Act of 1994 (DSHEA), the Federal Trade Commission Act, the Lanham Act and regulations promulgated pursuant thereto, and similar state laws and regulations, reporting and licensure requirements, and export and import controls, if applicable.

Resellers shall not make claims that the Products are intended to diagnose, treat, cure, or prevent any disease in violation of DSHEA.

- If it is determined by the Company that a Reseller has violated the terms of these Advertising and Reprint Policies, the Company may require all Resellers (not just the party which sold Products to the offending Reseller) to cease and desist all further sales to that offending Reseller. It is the responsibility of all Resellers of the Products to assist in the policing of these Advertising and Reprint Policies as to those persons to whom they, or other Resellers, sell the Products, and if a violation is discovered, to immediately contact the Company with the identity of the offending party (regardless of which Reseller may have actually sold the Product), as well as the facts and circumstances surrounding the alleged violation.
- These Advertising and Reprint Policies may be changed at any time without advance notice by the Company. You are responsible for complying with these Advertising and Reprint Policies as contained in the online Terms and Conditions of your Wholesale Agreement with the Company and for your easy reference, posted online at Your Account.
- The Company strongly believes in these Advertising and Reprint Policies and has made them a condition of advertising our Products. The Company reserves the right to revoke any Reseller's authorization to sell Life Extension brand Products. Failure to comply with these Advertising and Reprint Policies may result in price restructuring, termination of sale and shipment of Products to you for the duration of the non-compliance, termination or your right to use Life Extension copyrighted materials and trademarks, and possible termination of your contract with the Company.

4. **Company Contact**

If you have questions about the Life Extension Advertising and Reprint Policies, please contact:

Carolyn Bouchard
Senior Director of Business Development
Email: cbouchard@lifeextension.com
Phone: 954-766-8433

Appendix B

Life Extension® Wholesale Return Policy

Revised Effective June 10, 2020

We will accept returns from our wholesale customers and issue a credit to your account for the following reasons only:

- 1) The product is damaged in shipping.
 - a. Damages must be reported within 48 hours of receipt of shipment.
 - b. A photo of the damaged product/shipment is required.
 - c. For a freight delivery, a signed Bill of Lading is required.
 - d. If pre-existing damage is confirmed after our investigation, we will replace the product or refund the purchase at our discretion.
- 2) The product is defective. A photo of the defective product is required.

- 3) The product is short dated.
 - a. A product is short dated if it has less than 6 months' shelf life remaining when you receive it.
 - b. Short-dated product must be reported within 7 days of receipt of shipment.
- 4) The product was shipped to you in error by us. This error must be reported within 7 days of receipt of shipment.
- 5) You ordered a product in error.
 - a. This error must be reported within 7 days of receipt of shipment, and you will have 45 days from the date of receipt to return the product.
 - b. You are responsible for the cost of return.
- 6) To allow you to try various products from our line, we allow you 45 days from the date of purchase to return any product that you had not previously ordered for a full refund. You are responsible for the cost of return.
- 7) The shipment was lost in transit. Any claims of lost shipments must go through the carrier for investigation. Once the investigation is completed, we will determine if the order will be replaced or credited.
- 8) Unused blood test can be returned within 1 year of purchase date.

We will **NOT** accept returns for the following reasons:

- 1) Products are not selling on your shelf/website.
 - 2) Products in your inventory are about to expire or have expired.
 - 3) Products are damaged while in your possession.
 - 4) Products returned to you by your customer.
 - If the item is past the 45 days return policy, there will be no refunds.
 - 5) If your store is closing and you wish to return your remaining inventory
 - If the item is past the 45 days return policy, there will be no refunds.
- All return matters may be reported by calling 1-888-884-3657 or via email to Wholesale@lifeextension.com.
 - For all returns, you must include a letter with the name of the product, number of bottles returned, the lot number from back of the bottle, and the reason for the return. Without all this information, credit will not be issued. A copy of your invoice from us would also be helpful for proper credit.
 - The photo must show the front and back of the product and must display the lot number and UPC.