

Bio Health Solutions
Authorized Resale Policy

Bio Health Solutions (“Bio Health”) hereby adopts this Resale Policy (this “Policy”) and requires that each person, firm or entity (as applicable, a “Reseller”) that purchases Bio Health’s products (the “Products”) for resale or other distribution agree to comply with this Policy.

Any Reseller that fails to comply with this Policy will be deemed an unauthorized reseller of the Products, and as such, shall have no right to: (i) sell the Products, (ii) use Bio Health’s intellectual property, including any of its trademarks or copyrights, or (iii) offer Bio Health’s Product Guarantee.

1. **Sales to End Users Only.** Unless otherwise agreed to by Bio Health in writing, Reseller may only purchase Products for resale to consumers and end user customers, and Reseller may not resell Products to other Resellers, distributors or for further distribution in any manner.

2. **Purchase from Approved Sources.** Reseller may only purchase the Products from approved sources such as Bio Health or one of its authorized distributors. Reseller shall not purchase the Products from any seller that is selling in violation of this Policy. Any Products purchased from Bio Health are subject to Bio Health’s Terms and Conditions of Sale.

3. **No Sales on Online Marketplaces.** Unless otherwise agreed to by Bio Health in writing, Reseller may not advertise or sell the Products online on any e-commerce platform, specifically including, but not limited to, Amazon, eBay and Walmart. Reseller may sell Products on its own website or in brick and mortar stores.

4. **Handling and Storage.** Reseller agrees to handle and store the Products in a safe manner and in compliance with Bio Health’s storage and handling guidelines. Reseller will ensure that any Products it purchases are stored in secure, dry, climate-controlled warehouses or storage facilities.

5. **Customer Service.** Reseller shall maintain customer service phone and email response functions as required to handle complaints, returns and other customer service functions.

6. **Recall and Consumer Safety.** To ensure the safety and well-being of the end users of the Products, Reseller agrees to cooperate with Seller with respect to any Product recall or other consumer safety information dissemination efforts.

7. **Product Guarantee.** The Company, in compliance with applicable FDA regulations, guarantees the identity, purity, strength, and composition of the Products as set forth on their label (the “Product Guarantee”). Only Resellers that comply with this Policy may offer the Product Guarantee. Bio Health cannot ensure the Product Guarantee for Products sold by unauthorized resellers or resellers not in compliance with this Policy.

8. **Trademarks; Copyrights.** Resellers that comply with this Policy have a limited, non-exclusive, non-sublicensable, revocable license to use Bio Health’s trademarks and copyrights in connection with the sale of the Products, including, but not limited to the following trademarks: ENDOXAMINE®, AMINAVAST®, AVASTAMINE®, and ORTHOBREX FOR MOTION®. Reseller shall not alter, modify, or change any trademark or copyright, nor shall Reseller use any trademark or copyright other than for the promotion and sale of the Products, nor shall Reseller use any trademark or copyright in any manner that negatively impacts such trademark or copyright or Bio Health. Failure to comply with the Policy will result in the automatic revocation of the license granted herein and a total forfeiture of the rights granted herein. Bio Health reserves the right to revoke this license at any time for any or no reason.

9. **Report Unauthorized Resellers.** If Reseller has information, or reasonably suspects, that any person is purchasing and reselling or distributing Products in a manner not authorized by Bio Health or in violation of this Policy, Reseller must promptly notify Bio Health.

10. **Other Information, Documents and Reports.** Reseller must provide Bio Health with any supplemental information, documents and reports that Bio Health may request in order to validate Reseller’s compliance with this Policy and to support Bio Health’s Product Guarantee and customer support obligations and initiatives.

**RESELLERS THAT FAIL TO COMPLY WITH THE FOREGOING TERMS FORFEIT THE RIGHT TO
SELL THE PRODUCTS.**