



WHOLESALE DISTRIBUTION AGREEMENT

Cellular Solution, LLC ("CS") has implemented this Wholesale Distribution Agreement (the "Terms"), which apply to all CS healthcare professional customers in the United States of America. By purchasing dietary and nutritional supplement products in CS's professional family of brands (the "Product(s)"), from CS for retail sale to your patients and clients, you ("Reseller") agree to adhere to the following terms. Until such status is otherwise revoked by CS in CS's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller" hereunder. CS may review Reseller's activities for compliance with these Terms and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller's facilities and records related to the sale of the Products.

1. **Establishing a Professional Account.** Unless separately authorized in writing by CS, by establishing a Professional Account and purchasing the Products, you represent and warrant that you:
 - a) are a physician or other licensed medical professional (including certified health coaches), certified by, and in good standing with, your relevant state professional and regulatory authority; and
 - b) are purchasing our Products solely for retail sale to your patients and clients pursuant to the Terms outlined herein; and
 - c) will sell our Products solely to individuals that you know are purchasing the Products for their personal use; and
 - d) will only sell our Products at your place of business or pursuant to the Terms herein.
2. **Purchase Orders; Payment; Returns.** Orders for Products ("Purchase Orders") made by Reseller shall be prepaid for PayPal, or credit card, as offered on CS's website. Account terms are not permitted. CS reserves the right to reject any Purchase Order, in whole or in part, for any reason. Product returns and/or credits will not be granted.
3. **Authorized Customers.** Reseller is authorized to sell Products only to End Users in the United States. An "End User" is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without CS's prior written consent.
4. **Online Sales.** Reseller shall not advertise, offer for sale, or sell the Products on or through any website, outside of their privately-owned e-commerce website that is operated under the account registered by Reseller, online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace), mobile application, or other online forum without the prior written consent of CS. Any Reseller that violates this restriction is subject to immediate and permanent revocation of its status as an Authorized Reseller and purchasing privileges.
5. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time.



Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by CS. Reseller shall comply with any and all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business, and/or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of CS or the Products.

6. **Product Care, Customer Service, and Other Quality Controls.**

- (a) Reseller shall comply with all instructions provided by CS regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Reseller shall store the Products in a cool, clean, dry place, away from direct sunlight, extreme heat, and dampness.
- (b) Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations are not permitted. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging. Reseller shall not alter or dilute Products.
- (c) Reseller shall not resell any Product that has been returned opened or repackaged.
- (d) Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to CS at info@cellularsolutions.com.
- (e) Reseller shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Reseller shall not sell any Products that are expired or within ninety (90) days of expiration. Reseller shall destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by CS.
- (f) Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.
- (g) Reseller shall cooperate with CS with respect to any Product tracking systems that may be implemented from time to time.
- (h) Reseller shall cooperate with CS with respect to any Product recall or other consumer safety information dissemination efforts.

(i) Reseller shall report to CS any customer complaint or adverse claim regarding the Products of which it becomes aware and assist CS in investigating any such complaints or adverse claims.

(j) Reseller shall cooperate with CS in the investigation and resolution of any quality or customer service issues related to Reseller's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

7. **Intellectual Property.** Reseller acknowledges and agrees that CS or its licensors own all proprietary rights in and to the Product brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "CS IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the CS IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the CS IP shall inure solely to the benefit of CS or its licensors. Reseller's use of the CS IP shall be in accordance with any guidelines that may be provided by CS from time to time ("Brand Guidelines") and must be commercially reasonable as to the size, placement, and other manners of use. CS reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the CS IP at any time, without limitation. Upon request by CS, Reseller shall be required to submit samples of any manner of its display of the CS IP and samples of the Products. Reseller shall not create, register, or use any domain name or any mobile application that contains any CS Product name or any trademark owned by or licensed to CS, nor a misspelling or confusingly similar variation of any CS Product name or any trademark owned by or licensed to CS.

8. **Termination.** In addition to all other available remedies, if Reseller breaches any of these Terms, CS reserves the right to terminate the Reseller's Account and status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's Account and status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of CS Products or has any affiliation whatsoever with CS with respect to the Products; and (iii) using all CS IP.

9. **Warranty Disclaimer.** CS 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.

10. **Indemnification.** Except as otherwise provided herein, Reseller shall, and hereby does, indemnify, defend, save and hold harmless, CS, and its directors, officers, employees, shareholders, members, 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

Reseller, (b) any failure by Reseller to comply with applicable laws (including, but not limited to, any consumer protection law, such as California Proposition 65), or (c) the negligence or willful misconduct of Reseller or its officers, employees, agents or contractors.

11. **Limitation of Liability.** CS SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS. CS'S AGGREGATE LIABILITY FOR ANY DAMAGE OR THAT OF ANY THIRD PARTY CAUSED BY ITS PRODUCTS OR OTHERWISE BY IT ACTS OR OMISSIONS, SHALL NOT EXCEED, IN RESPECT OF ANY CLAIM ARISING OUT OF A SINGLE EVENT OR A SERIES OF CONNECTED EVENTS, THE AGGREGATE AMOUNT PAYABLE BY RESELLER TO CS DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE CAUSATION OF ANY DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY HOWEVER THE LOSS OR DAMAGE IS CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, BREACH OF CONTRACT, DELAY OF PERFORMANCE, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

12. **Availability of Injunctive Relief.** If there is a breach or threatened breach of Sections 1 (Establishing a Professional Account); 3 (Authorized Customers), 4 (Online Sales), 5 (Sales Practices), 6 (Product Care, Customer Service, and Other Quality Controls), 7 (Intellectual Property), or 8 (Termination), it is agreed that CS will have no adequate remedy in money or other damages at law. Accordingly, CS 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, delay, waiver, forbearance, or omission by CS 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 herein or otherwise limit CS's right to fully enforce any or all provisions and parts thereof.

13. **Miscellaneous.**

(a) ***Modification.*** CS reserves the right to update, amend, or modify the Terms with written or electronic 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 CS IP, or use of any other information or materials provided by CS to Reseller will be deemed Reseller's acceptance of the amendments.

(b) ***Force Majeure.*** CS shall not be deemed to be in breach hereof 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 CS's control, including without limitation, fire, flood, pandemic, 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 CS's 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.

(c) **Severability.** If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

(d) **Survival.** The following provisions shall survive the termination of the Terms: Section 7 (Intellectual Property); Section 10 (Indemnification); Section 13(d) (Survival); Section 13(e) (Governing Law and Venue); and Section 13(f) (Waiver of Jury Trial).

(e) **Governing Law and Venue.** These Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Utah, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Salt Lake City, Utah.

(f) **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES' ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

14. **MAP Policies.** CS has unilateral Minimum Advertised Price ("MAP") policies that apply to all resellers of Products located within the United States. This paragraph is intended to inform you of the MAP policies.



EXHIBIT A - MINIMUM ADVERTISED PRICE (“MAP”)

The following MAP pricing terms shall apply to the products purchased from CS by Reseller. These prices include a mark-up for the retail sales. It is important to note that the retail price cannot be marked lower than the prices provided herein. Pricing is subject to change via electronic notification by CS to Reseller.

Product Name	Wholesale	Retail
Cell CLR 60 ct	\$37.00	\$81.00
GUT CLR 60 ct	\$22.00	\$47.00
Brain CLR 80 ct	\$28.00	\$60.00
Inflam R4 90 ct	\$34.00	\$75.00
Mito-Methylator R3/R5 60 ct	\$28.00	\$62.00
Membrane R2 60 ct	\$23.00	\$50.00
Drainage Enhancer 90 ct	\$29.00	\$62.00
Gut Enhancer 90 Ct	\$28.00	\$60.00
Brain CLR Plus	\$42.00	\$92.00
Activated Cellular Mineral	\$29.00	\$63.00
AV Cell CLR	\$25.00	\$50.00
AV GUT CLR	\$17.00	\$34.00
AV Brain CLR	\$26.00	\$51.00
AV Inflam R4	\$25.00	\$50.00
AV Mito-Methylator R3/R5	\$25.00	\$50.00
AV Membrane R2	\$24.00	\$47.00
AV Drainage Enhancer	\$19.00	\$38.00
Gut Enhancer 90 Ct	\$28.00	\$60.00

By purchasing products from CS, Reseller acknowledges and agrees to adhere to these pricing rules and that any deviation from the specified prices may result in an immediate termination of the Reseller’s account and status as an Authorized Reseller.