



Product Reseller Agreement / Application

Dear Health Care Practitioner:

Thank you for your interest in BodyBio and our products. The following is an Application to order product from BodyBio at wholesale pricing. Once your account has been established, you will have access to our online product catalog with wholesale pricing.

In order to establish a Product Reseller account and receive wholesale pricing, the Application and the Reseller Product Purchase Terms & Conditions must both be signed & returned. Please complete and fax the following information to 856-825-2143.

- Credit Card Authorization for Product Reseller Agreement / Application (Authorization must be signed and dated)
- Reseller Product Purchase Terms & Conditions (Must be signed and dated)
- Copy of your Medical License

To receive payment terms please provide your payment information on the following page. If you do not want to provide your payment information, please select Option 4 in the Payment Options section of the application. You will still need to complete the remainder of the information as well as the authorization signature to be eligible for wholesale pricing.

(Please note... that if you do not complete the credit card information portion, you will need to supply us with payment information each time a new order is placed.)

If you have any additional questions about opening an account, please feel free to call *BodyBio, Inc.* at 888-320-8338 or at custserv@BodyBio.net.

We look forward to working with you in the future!

To Your Health!
BodyBio, Inc.



45 Reese Rd, Millville NJ 08332

phone: 856.825.8338 fax: 856.825.2143

Credit Card Authorization for Product Reseller Agreement / Application

To establish a Product Reseller account with BodyBio, please return a signed copy of this Credit Card Authorization / Application together with a signed copy of BodyBio’s Reseller Product Purchase Terms & Conditions and a copy of your medical license.

Reseller Information (PLEASE PRINT)

Office Name: _____

Doctor’s Name: _____ Degree: _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Fax: _____

Website: http://www. _____ Email: _____

Payment Options (Please Check One!)

_____ **OPTION 1 - CREDIT CARD GUARANTEE.** Charge my credit card below for each order I make. Orders will always be shipped to me immediately.

_____ **OPTION 2 - NET 30.** Bill me each month with terms of net 30. Keep my credit card on file as a backup only. BodyBio will only use this credit card for payment if my account balance becomes 60 days past due.

_____ **OPTION 3 - NET 30 - AUTO CHARGE.** Bill each invoice net 30 terms & keep my credit card on file to automatically charge on the due date as listed on each invoice.

_____ **OPTION 4 - PAYMENT AT THE TIME OF ORDER.** Payment will be provided at the time of order.

(OPTION 2 is NOT available for International Customers)

Credit Card Information

Card Type _____ VISA _____ MASTERCARD _____ DISCOVER _____ AMEX

Credit Card Number _____

Expiration Date _____ / _____ Security Code: _____

Cardholder’s Name _____

Billing Address _____

It is the Customer’s responsibility to inform BodyBio of any changes to the billing address, expiration date and/or changes to the card holder’s name and address of credit card account provided.

Authorization

I authorize BodyBio to debit the credit card account provided for the purchase of product in accordance with the payment option selected in the Payment Options section above.

Authorized Signature: _____ Date: _____

BodyBio, Inc.
Reseller Product Purchase Terms & Conditions

The following terms and conditions (the “**Agreement**”) shall govern the purchase of BodyBio, Inc. (“**BodyBio**”) products (“**Product**”) by the person or entity identified in the foregoing Authorization/Application (“**Reseller**”).

1. **Terms and Acceptance.** Submission of the attached application (“**Application**”) and/or purchase of Product indicates Reseller’s agreement to the exact terms and conditions of this Agreement. This Agreement contains the entire agreement of the parties. Failure of either party to enforce any of its rights under this Agreement shall not constitute a waiver of such rights or any other rights. No amendment to this Agreement shall be binding unless approved in writing by BodyBio. BodyBio may approve or reject Reseller’s Application for any or no reason, in its sole discretion. Neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein or in the Application.
2. **Payment Terms; Taxes.** Payment shall be due and payable *as set forth in the Payment Options Section on page 1*. All outstanding amounts due shall accrue interest at the rate of one percent (1%) per month until paid-in-full and BodyBio shall be entitled to recover its costs of collection, including reasonable legal fees. Any taxes (excluding income or excess profits taxes) imposed by any taxing authority arising from the sale of Products for which BodyBio is ultimately responsible for collection or payment (whether on its own behalf or on behalf of the Reseller) shall be paid by Reseller to BodyBio upon demand.
3. **Delivery.** BodyBio will deliver Product by common carrier F.O.B. BodyBio’s warehouse. Title and risk of loss shall transfer from BodyBio to Reseller upon delivery of the Product by BodyBio to a common carrier; provided that, until paid in full, BodyBio retains, and Reseller hereby grants BodyBio, a purchase money security interest in the Product. Reseller shall promptly perform all actions necessary for BodyBio to effect and perfect such security interest.
4. **Internet Resale Prohibited.** Reseller shall not advertise, list, offer for sale, sell or distribute any Product via the Internet, except through Reseller’s wholly-owned website. Without limiting the generality of the foregoing, Reseller shall not sell Product via any third-party websites, mobile applications, or online marketplaces including Amazon.com and Ebay.com, and shall not advertise Product on the Internet except on Reseller’s own website. Reseller shall not advertise using banner or pop-up advertisements, or using sponsored searches (e.g., Google AdWords, Yahoo! Search Marketing, or Bing Search Marketing).
5. **Reseller/Distributor Resale Prohibited.** Reseller shall not sell Product to anyone who Reseller suspects, knows, or reasonably should know, intends to re-sell or re-distribute the Product. Reseller shall only sell the Product in bona fide retail transactions.
6. **Minimum Advertised Pricing.** Reseller shall abide by BodyBio’s minimum advertised pricing policy, as may be updated from time to time, available at www.bodybio.com/map.
7. **Quality Control.** Reseller shall comply with all of BodyBio’s quality controls, protocols, and instructions with respect to the Product, in order to maintain the quality of the Product, as may be updated from time-to-time by BodyBio.
8. **Injunctive Relief.** The parties agree that breach of Sections 3, 5, 6, and 7 (“**Sections**”) will irreparably harm BodyBio’s brand reputation and goodwill. Accordingly, BodyBio shall have the right to seek injunctive or other equitable relief to prevent a breach or threatened breach of those Sections, without the necessity of posting a bond or other security.
9. **Liquidated Damages.** Reseller acknowledges that the Sections are necessary and proper in order to protect BodyBio’s brand reputation and goodwill, and to preserve authorized resellers’ (including Reseller’s) ability to make a reasonable margin on Product sales. Reseller agrees that if it violates the Sections, BodyBio will be damaged in an amount that will be difficult or impossible to ascertain. Accordingly, Reseller agrees to pay liquidated damages to compensate BodyBio for damages resulting from Reseller’s breach of the Sections (the “**Liquidated Damages**”). The parties have made advance provision for Liquidated Damages to avoid controversy, delay and expense in the event of any breach of the Sections. Liquidated Damages shall be an amount equal to \$200.00 for each separate breach for each day of breach. Each breach with respect to a Product shall be considered a separate breach for the purposes of this Section. For example, if Reseller is in breach with respect to three different Product for a period of 10 days, Reseller will be deemed to have committed 30 breaches and be subject to Liquidated Damages of \$6,000.00. The Liquidated Damages are estimated based on the various damages that BodyBio expects to suffer upon any breach of the Sections, including lost sales; infringement of BodyBio’s trademarks and other intellectual property; irreparable harm to BodyBio’s business, customer relationships, goodwill and quality control procedures; and costs of investigating breaches. Reseller agrees that the Liquidated Damages are not a penalty and are reasonably estimated in light of the anticipated or actual harm that would be caused by a breach and the difficulty of proving the amount of loss and otherwise providing an adequate remedy to BodyBio.
10. **Representations.** Reseller’s representations made in the Application and this Agreement are true and correct. Reseller shall promptly advise BodyBio if those representations are no longer true and correct.
11. **Independent Contractors.** BodyBio’s relationship with Reseller is that of an independent contractor, and nothing in this Agreement is intended to create any partnership, agency, joint venture or employee relationship.
12. **Intellectual Property.** All trademarks, tradenames, copyright and goodwill as they relate to the Product, as well as the packaging, image, merchandising and advertising materials remain the sole and exclusive property of BodyBio and no rights thereto are granted to Reseller by virtue of this Agreement.
13. **Disclaimer of Warranties.** PROVIDED THE PRODUCT IS ONLY SOLD IN ACCORDANCE WITH THIS AGREEMENT. BODYBIO WARRANTS THAT THE PRODUCT WILL CONFORM TO THE GMP REQUIREMENTS LISTED IN SECTION 8 OF NSF/ANSI 173. OTHERWISE, PRODUCT IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.
14. **Limitation of Liability.** EXCEPT AS EXPLICITLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM OR RELATING TO THE PRODUCT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BODYBIO’S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT AT ISSUE, OR IF NO PRODUCT IS AT ISSUE, UNDER THIS AGREEMENT.
15. **Termination; Suspension; Survival.** This Agreement may be terminated by either party at any time by giving the other party written notice of such termination. In lieu of termination, BodyBio may elect to suspend Reseller for breach until Reseller has cured such breaches to BodyBio’s satisfaction. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
16. **Governing Law; Disputes.** The laws of New Jersey, without giving effect to its principles of conflicts of law, govern any dispute arising in connection with this Agreement. Any proceeding arising out of this Agreement may be brought only in the state or federal courts of New Jersey, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Reseller shall pay BodyBio’s legal fees in connection with enforcing this Agreement.
17. **Notices.** All notices hereunder shall be in writing and shall be deemed to have been-given when hand delivered or mailed by registered or certified mail, to the address set forth on the Application, or to such addresses as the parties shall designate.
18. **Authority.** All notices hereunder shall be in writing and shall be deemed to have been given when delivered by registered or certified mail, to the address set forth on the Application, or to such addresses as the parties shall designate.
19. **Assignment.** Reseller’s rights and/or obligations under this Agreement may not be transferred or assigned in any manner, to any other person or entity, without the written consent of BodyBio.

AGREED AND ACCEPTED BY RESELLER:

By: _____

Reseller’s Name: _____

Date: _____