

Authorized Retailer Terms & Conditions

To protect and promote our brand and reputation for providing high-quality products, Bioray Inc. ("Bioray") has established these Authorized Retailer Terms & Conditions (the "Terms"), effective immediately, which apply to authorized retailers of Bioray products (the "Products"). By purchasing from Bioray for retail sale, you ("Retailer") agree to adhere to the following Terms. Please read them carefully.

1. **Purchase Orders.** Orders for Products made by Retailer shall be handled pursuant to the then-current product order, shipment, payment and return procedures, which may be amended by Bioray at any time in its sole and absolute discretion. Bioray reserves the right to reject any orders, in whole or in part, for any reason. Any additional or different terms proposed by Retailer (including, without limitation, any terms contained in any document incorporated by reference into a purchase order) are rejected and will be deemed a material alteration hereof, unless expressly agreed to in writing by Bioray. Furthermore, Bioray will not be bound by any "disclaimers", "click wrap" or "click to approve" terms or conditions now or hereafter contained in any website used by Retailer in connection with the Products or any sale thereof.

2. **Manner of Sale.** Retailer shall sell the Products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in Bioray's immediate termination of Retailer's account, in addition to other remedies. Specifically and without limitation, Products sold to unauthorized persons or through unauthorized channels, including unauthorized websites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by law, coverage under Bioray's Product warranties and guarantees. Furthermore, to the extent allowed by law and without limitation to any other disclaimer, Bioray expressly disclaims any and all warranties and conditions to unauthorized Products; Products which are sold via unauthorized Retailers; Products which are sold not in compliance with Bioray's quality control program or policies; or Products otherwise sold in violation of these Terms. Sales to or via Amazon.com and/or other third-party marketplaces in violation of this Agreement will render Retailer as an unauthorized Retailer, thereby voiding any and all Product warranties as well as Bioray's product return policies.
 - (a) Retailer shall sell Products solely to end users of the Products. Retailer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.
 - (b) Retailer shall not sell, ship or invoice Products to customers outside of the United States or to anyone Retailer knows or has reason to know intends to ship the Products outside of the United States without the prior written consent of Bioray.
 - (c) Retailer is permitted to market for sale or sell the Products through websites owned or operated by Retailer; provided however, that such websites identify Retailer's full legal name, mailing address, telephone number and email address. Bioray, in its sole discretion, may revoke Retailer's authorization to sell the Products on such websites at any time, and Retailer shall cease marketing for sale and/or selling the Products on such website immediately upon notice of such revocation. Retailer shall not sell the Products on or through any other website, including any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, without the prior written consent of Bioray, which is granted solely by Bioray in its discretion. No Bioray employee or agent can authorize online sales through oral statements, another written agreement, or by any other means.
 - (d) Retailer shall comply with any and all applicable laws and government regulations related to the advertising, sale, and marketing of the Products.

3. **Product Care & Quality Controls.** Retailer shall care for the Products as set forth herein.
 - (a) **Product Inspection.** Retailer shall inspect the Products upon receipt and during storage for damage, defects, broken seals, evidence of tampering or other nonconformance (collectively, "Defects"). Retailer shall also inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Retailer shall not sell any Products that are expired. If any Defects are identified, Retailer must not offer the Product for sale and must promptly report the Defects to Bioray.
 - (b) **Product Storage and Handling.** Retailer shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by Bioray from time to time.
 - (c) **Recalls and Consumer Safety.** To ensure the safety and well-being of the end-users of the Products, Retailer shall cooperate with Bioray with respect to any Product recall or other consumer safety information dissemination effort.
 - (d) **Alterations & Bundling Prohibited.** Retailer shall sell Products in their original packaging, with all seals intact. Retailer shall not sell or label the Products as "used," "open box" or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Retailer shall not tamper with, deface, or otherwise alter any batch code or other identifying information on Products or packaging. Retailer shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer shall not advertise, market, display, or demonstrate non-Bioray products together with the Products in a manner that would create the impression that the non-Bioray products are made by, endorsed by, or associated with Bioray.
 - (e) **Customer Service & Product Representations.** Retailer and Retailer's sales personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end-user customers on the selection and safe use of the Products, as well as any applicable warranty or return policy authorized by BIORAY. Retailer shall not make any representations, warranties or guarantees related to the Products that BIORAY has not specifically authorized. Retailer must make itself 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. Retailer and Retailer's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Bioray. Retailer agrees to cooperate fully with Bioray in any investigation or evaluation of such matters. \
4. **Intellectual Property.** Bioray owns all proprietary rights in and to the Bioray brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. Bioray reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the IP at any time, without limitation. All goodwill arising from Retailer's use of the IP shall inure solely to the benefit of Bioray.
5. **Confidential Information.** "Confidential Information" means any confidential or proprietary information of Bioray disclosed to a Retailer, whether orally or in writing or through any media, including financial, business and technical information, ideas, trade secrets, procedures, methods, systems and concepts. Confidential Information may contain valuable trade secrets and other proprietary information and remains

the sole and exclusive property of Bioray. Retailer shall (i) use Confidential Information only for the purpose for which it is provided, (ii) restrict disclosure of Confidential Information to its employees who have a need to know, (iii) not disclose Confidential Information to any third party without Disclosing Party's consent, and (iv) protect Confidential Information in the same way it protects its own Confidential Information of a similar nature, but in no event exercising less than reasonable care.

6. **MAP and MSRP.** Bioray maintains a separate unilateral policy regarding the minimum prices at which Retailers may advertise and resell BIORAY products and regarding manufacture chargebacks (the "Policy"). That Policy does not require your consent or agreement – and Bioray does not, and will not, solicit your consent or agreement to the Policy. Retailers are free to sell and advertise BIORAY products at any price; however, BIORAY may, in its sole discretion, choose not to provide its product to any Retailer who violates the Policy as detailed therein.
7. **Termination.** Bioray reserves the right to terminate these Terms and stop selling to any Retailer immediately with or without cause at any time on a temporary or permanent basis. Termination is effective upon written notice by email. Upon termination, Retailer will immediately lose its status as an Authorized Retailer and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer or has any affiliation with Bioray; and (iii) using any IP. Bioray's separate unilateral policy regarding termination specific to MAP and MSRP-related conditions is set out in the Policy.
8. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that Bioray will have no adequate remedy in money or other damages at law. Accordingly, Bioray 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 Bioray to exercise any right(s) herein shall constitute a waiver of any provision herein.
9. **Arbitration.** Any dispute or legal claim arising out of or relating to the Terms or any of the transactions contemplated hereby, and/or any dispute or legal claim arising out of or relating to the termination of the parties' dealings are subject to a mandatory and binding arbitration venued in California and conducted according to the American Arbitration Association's applicable rules. The prevailing party in the arbitration shall be entitled to attorney's fees, costs and expenses. All matters relating to the arbitration shall be kept confidential by the parties.
10. **Miscellaneous.** Bioray reserves the right to update, amend, or modify the Terms upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the IP, or use of any other information or materials provided by Bioray to Retailer under the Terms following notice will be deemed Retailer's acceptance of the amendments. No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid. The following provisions shall survive the termination of the Terms: Sections 3, 5, 7, 8 and 9. The Terms are governed by California law.

UNILATERAL MINIMUM PRICING POLICY

Dear BIORAY Resellers:

We write to inform you that BIORAY will unilaterally institute the following Unilateral Minimum Pricing Policy ("Policy") as of October 1, 2022. BIORAY has determined that this Policy is necessary to protect the premium reputation of BIORAY products and to ensure resellers like you are able to soundly invest your resources into selling, displaying, and merchandizing BIORAY products.

Please read this policy carefully as it applies to you and all other commercial resellers of BIORAY products, including retailers, drop shippers, third-party fulfillment centers used by retailers approved by BIORAY, and distributors ("Resellers").

Introduction

This Policy sets minimum prices at which you may advertise and resell BIORAY products. BIORAY institutes this Policy to protect the brand reputation of BIORAY products and to maximize your and other Resellers' investment in BIORAY products.

This Policy is a unilateral policy of BIORAY and does not require your consent or agreement. You are free to sell and advertise BIORAY products at any price; however, BIORAY may, in its sole discretion, choose not to provide its products, directly or through a distributor, to any Reseller who violates this Policy as further set forth below.

This Policy terminates and supersedes any prior BIORAY policies, procedures and/or agreements concerning minimum advertised price, minimum resale price, resales to third-party websites, and manufacturer chargebacks.

Scope of Policy

The Policy applies to all Resellers of BIORAY products in the United States and its territories and to any print, email, internet, live chat, radio or television advertisement of any BIORAY product.

Minimum Advertised Price (MAP)

It is the unilateral policy of BIORAY to deal only with Resellers who advertise BIORAY products at or above the minimum advertised price (MAP) and thus are eligible for continued participation as Resellers of BIORAY products.

Any communication of price, except those made in person or by phone, is presumed to be an advertised price absent a showing by the Reseller to the contrary. This includes "in cart" pricing where the price is set by default or an automatic discount is applied to the transaction.

Statements such as "call for lower price", "priced lower in cart", and other marketing that suggests lower prices can be obtained as a matter of course for BIORAY products, including any strike-through or other alteration of the MAP, is an advertisement below minimum

advertised pricing. Any such statement made in connection with an advertised price for a BIORAY product Internet auctions may not display or have reserved bid, "buy it now" or other acceptable prices below the MAP.

Current MAPs are attached at Schedule A. For multipack offers the Minimum Advertised Price of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective Minimum Advertised Price of the SKU(s) that comprise said multipack.

The minimum advertised prices for BIORAY may be changed at any time at BIORAY's sole discretion.

The Policy does not in any way limit the ability of any Reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitor's price," that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for Products is not less than the MAP.

Minimum Resale Price (MRP)

It is the unilateral policy of BIORAY to deal only with Resellers who sell BIORAY products at or above the minimum resale price (MRP). For purposes of this policy, resale price means the price actually paid to the Reseller by the customer after taking into account all discounts, deductions, rebates, and allowances (excluding taxes paid by the customer).

Bundling of BIORAY products, including with gift cards or coupons, is a violation of this Policy.

Current MRPs are attached at Schedule B. For multipack offers the MRP of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective MRP of the SKU(s) that comprise said multipack.

The minimum resale prices for BIORAY products may be changed at any time at BIORAY's sole discretion.

Third-Party Resellers

Resellers may sell BIORAY products in any of their stores or on websites that they own or control. Resellers may not resell BIORAY products to third-party resellers (i.e., that the Reseller does not own or control) without the prior written approval of BIORAY. The following third parties are approved and do not require the additional written approval of BIORAY:

At any time, and within its sole discretion, BIORAY may remove its approval of any third party. Resellers will be notified of any such removal in writing.

This Policy strictly prohibits the sale of BIORAY products on Amazon.com, Walmart.com, Target.com, Jet.com or any big box store website, without BIORAY's written approval.

Policy Violations

This Policy will be enforced by BIORAY in its sole discretion. If BIORAY determines a Reseller has violated the Policy, BIORAY will take all reasonably necessary steps to enforce the Policy.

MAP violations:

- First violation: If the violation is not cured within 48 hours, removal of purchasing privileges for 30 days.
- Second violation: Termination as an authorized DOR.

MRP violations:

- First violation: Termination as an authorized DOR.

Third-party website and manufacturer chargeback violations:

- First violation: Removal of purchasing privileges for 30 days.
- Second violation: Termination as an authorized DOR.

Any Reseller that has lost its status as an authorized Reseller will be unable to order BIORAY products from BIORAY. BIORAY may unilaterally decide to review the Reseller's status after an independently determined time period. If BIORAY decides to reinstate the Reseller, the Reseller will be notified in writing.

Monitoring, Investigation, and Enforcement

BIORAY may monitor the advertised and resale prices of Resellers of its products, either directly or via third parties. BIORAY shall be solely responsible for determining whether a violation of the Policy has occurred. If BIORAY determines a violation has occurred, it will notify the Reseller in writing. If the Reseller is restricted or terminated as a result of the violation, the Reseller will be removed from the BIORAY authorized reseller network and placed on the BIORAY do-not-ship list.

BIORAY does not ask for or accept any assurance of compliance or agreement from a Reseller regarding this Policy. BIORAY sales personnel or other employees have no authority to modify or grant exceptions to this Policy.

Exceptions

The Policy's minimum advertised and resale price restrictions apply to the advertised and resale list price of BIORAY products. It does not apply to free or discounted shipping, or financing services provided in connection with the sale of BIORAY products provided, however, only two such services may be free or discounted in connection with a purchase.

Policy Modifications

BIORAY reserves the right at any time to modify, suspend, or discontinue this Policy in whole or in part.

Communications Regarding Policy

All questions or concerns regarding this Policy are to be directed to pricingpolicy@bioray.com. It is BIORAY's policy not to respond to a Reseller's complaints regarding violations by other Resellers.

**Schedule A:
Minimum Advertised Price (MAP)**

UPC	Description	Size	MSRP	MAP
752830678286	NDF Colic Relief®	1oz	\$28.95	\$23.16
736211559357	NDF Calm®	2oz	\$31.95	\$25.56
736211568557	NDF Calm®	4oz	\$53.25	\$42.60
736211465955	NDF Tummy®	2oz	\$31.95	\$25.56
736211465252	NDF Tummy®	4oz	\$53.25	\$42.60
736211559258	NDF Focus®	2oz	\$31.95	\$25.56
736211568656	NDF Focus®	4oz	\$53.25	\$42.60
736211559456	NDF Happy®	2oz	\$31.95	\$25.56
736211568458	NDF Happy®	4oz	\$53.25	\$42.60
646858160017	NDF Sleepy®	2oz	\$31.95	\$25.56
646858160024	NDF Pooper®	2oz	\$31.95	\$25.56
752830678880	NDF Immune®	2oz	\$31.95	\$25.56
646858160086	Loving Energy® (Alcohol Free)	2oz	\$39.95	\$31.96
646858160079	Liver Lover®	2oz	\$39.95	\$31.96
646858160055	Belly Mend®	2oz	\$39.95	\$31.96
646858160031	Mind Focus®	2oz	\$39.95	\$31.96
646858160048	Primary Detox®	2oz	\$39.95	\$31.96
646858160062	Microbe Slayer®	2oz	\$39.95	\$31.96
752830677883	Get Sleepy®	2oz	\$39.95	\$31.96
752830677784	Good to Go®	2oz	\$39.95	\$31.96
689076815598	Loving Energy®	2oz	\$44.95	\$35.96
646858150032	Loving Energy®	4oz	\$68.95	\$55.16
689076815895	Liver Life®	2oz	\$44.95	\$35.96
705105395111	Liver Life®	4oz	\$68.95	\$55.16
646858000047	CytoFlora®	4oz	\$87.00	\$69.60
736211464958	NDF Plus®	1oz	\$79.00	\$63.20
736211568359	NDF Plus®	2oz	\$149.00	\$119.20
689076816199	NDF Plus®	4oz	\$269.00	\$215.20
705105323312	NDF®	1oz	\$79.00	\$63.20
736211559555	NDF®	2oz	\$149.00	\$119.20
705105323411	NDF®	4oz	\$269.00	\$215.20
646858000054	Artemisia & Clove	2oz	\$44.95	\$35.96
646858150018	Before the Flow®	2oz	\$44.95	\$35.96
646858150025	After the Flow®	2oz	\$44.95	\$35.96
689076815796	Lady Passion®	2oz	\$44.95	\$35.96
689076815697	Red Rooster®	2oz	\$44.95	\$35.96
736211559050	NDF Mouth Rinse®	4oz	\$24.00	\$19.20
752830679481	All Systems Glow™	2oz	\$35.95	\$28.76
752830679689	Dream Machine™	2oz	\$35.95	\$28.76
752830679986	Life is Peachy™	2oz	\$35.95	\$28.76
752830679382	Thinking Cap	2oz	\$35.95	\$28.76

**Schedule B:
Minimum Resale Price (MRP)**

UPC	Description	Size	MSRP	MRP
752830678286	NDF Colic Relief®	1oz	\$28.95	\$23.16
736211559357	NDF Calm®	2oz	\$31.95	\$25.56
736211568557	NDF Calm®	4oz	\$53.25	\$42.60
736211465955	NDF Tummy®	2oz	\$31.95	\$25.56
736211465252	NDF Tummy®	4oz	\$53.25	\$42.60
736211559258	NDF Focus®	2oz	\$31.95	\$25.56
736211568656	NDF Focus®	4oz	\$53.25	\$42.60
736211559456	NDF Happy®	2oz	\$31.95	\$25.56
736211568458	NDF Happy®	4oz	\$53.25	\$42.60
646858160017	NDF Sleepy®	2oz	\$31.95	\$25.56
646858160024	NDF Pooper®	2oz	\$31.95	\$25.56
752830678880	NDF Immune®	2oz	\$31.95	\$25.56
646858160086	Loving Energy® (Alcohol Free)	2oz	\$39.95	\$31.96
646858160079	Liver Lover®	2oz	\$39.95	\$31.96
646858160055	Belly Mend®	2oz	\$39.95	\$31.96
646858160031	Mind Focus®	2oz	\$39.95	\$31.96
646858160048	Primary Detox®	2oz	\$39.95	\$31.96
646858160062	Microbe Slayer®	2oz	\$39.95	\$31.96
752830677883	Get Sleepy®	2oz	\$39.95	\$31.96
752830677784	Good to Go®	2oz	\$39.95	\$31.96
689076815598	Loving Energy®	2oz	\$44.95	\$35.96
646858150032	Loving Energy®	4oz	\$68.95	\$55.16
689076815895	Liver Life®	2oz	\$44.95	\$35.96
705105395111	Liver Life®	4oz	\$68.95	\$55.16
646858000047	CytoFlora®	4oz	\$87.00	\$69.60
736211464958	NDF Plus®	1oz	\$79.00	\$63.20
736211568359	NDF Plus®	2oz	\$149.00	\$119.20
689076816199	NDF Plus®	4oz	\$269.00	\$215.20
705105323312	NDF®	1oz	\$79.00	\$63.20
736211559555	NDF®	2oz	\$149.00	\$119.20
705105323411	NDF®	4oz	\$269.00	\$215.20
646858000054	Artemisia & Clove	2oz	\$44.95	\$35.96
646858150018	Before the Flow®	2oz	\$44.95	\$35.96
646858150025	After the Flow®	2oz	\$44.95	\$35.96
689076815796	Lady Passion®	2oz	\$44.95	\$35.96
689076815697	Red Rooster®	2oz	\$44.95	\$35.96
736211559050	NDF Mouth Rinse®	4oz	\$24.00	\$19.20
752830679481	All Systems Glow™	2oz	\$35.95	\$28.76
752830679689	Dream Machine™	2oz	\$35.95	\$28.76
752830679986	Life is Peachy™	2oz	\$35.95	\$28.76
752830679382	Thinking Cap	2oz	\$35.95	\$28.76