## Metpure Inc. Reseller (Met Pro Members) Terms and Conditions

# 1. Our Agreement.

This Reseller Application is subject to acceptance by METPURE Inc. Upon acceptance, this Reseller Application (Met Pro Member Sign-Up), together with the following Terms and Conditions, shall constitute the entire agreement (the "Reseller Agreement") between METPURE INC. and the individual or entity identified on the Reseller Application or Met Pro Member Sign-Up ("Reseller"). The Reseller Agreement defines METPURE INC.'s and Reseller's rights and duties and contains important information about the promotion of METPURE INC. products. Reseller represents and warrants that she, he or it has read, understands, and agrees to abide by the Reseller Agreement, including the agreement to arbitrate set forth in Section 11 below and the class action wavier set forth in Section 12 below, that the information provided on the Reseller Application is accurate and complete, and that Reseller may perform her/his/its obligations without breach of any other agreement. The Reseller Agreement contains the entire agreement between METPURE INC. and Reseller and supersedes and replaces any and all prior representations, warranties, negotiations, and agreements with respect to the subject matter hereof. METPURE INC. may at any time revise these Terms and Conditions by posting the amended Terms and Conditions on the METPURE INC. Website and any changes or additions will be effective immediately upon posting. Resellers must check the METPURE INC. website frequently for revisions to these Terms and Conditions.

#### 2. Purpose; Independent Contractor.

Reseller is not, and shall not represent herself, himself or itself to be an employee, agent, affiliate, or representative of METPURE INC. or a purchaser of a franchise or a business opportunity. The Reseller Agreement does not create an employee/employer relationship, agency, partnership, or joint venture between METPURE INC. and Reseller. Reseller shall not be treated as an employee of METPURE INC. for any purpose, including without limitation, for federal, state or local tax purposes. Reseller is solely responsible for all decisions made and all costs incurred with respect to her, his or its Reseller activities, and will assume all entrepreneurial and business risk in connection therewith. Reseller is solely responsible for all income tax returns and payments required to be filed with or made to any tax authority with respect to her/his/its activities. METPURE INC. will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Reseller's behalf.

#### 3. Reseller Commitments.

Reseller agrees to: (a) conduct her/his/its Reseller activities with a high standard of professionalism and in a manner that reflects favorably at all times on METPURE INC. and the METPURE INC. products; (b) avoid deceptive, misleading, or unethical practices; (c) make no representations, warranties, or other statements with respect to the METPURE INC. products or any business opportunity that are different from or in addition to those in the Reseller Agreement and METPURE INC. marketing materials; (d) not bind METPURE INC. to any agreement, or pursue, waive, or compromise any of METPURE INC.'s rights (or purport to do any of the foregoing); (e) reverse engineer any METPURE INC. product or attempt to reformulate, manufacture, or produce the METPURE INC. products or any product substantially similar to the METPURE INC. products; (f) periodically review these Terms and Conditions, as amended and from time to time and posted on the METPURE INC. Website; and (g) otherwise comply at all times with,

and accept exclusive liability for non-compliance with, all applicable laws, regulations, rules, and these Terms and Conditions.

### 4. Product Ordering and Sales; No Inventory Requirements.

Reseller understands that although there may be minimum purchase requirements as detailed on the METPURE INC. website, there is no minimum inventory requirement. Reseller and end-user customers may purchase METPURE INC. products through the METPURE INC. website. METPURE INC. may accept or decline any order for METPURE INC. products, and may cancel or delay shipment of METPURE INC. products for any reason, including without limitation if Reseller fails to make any required payment or otherwise fails to comply with the Reseller Agreement. Title and risk of loss to the products will pass to Reseller on delivery of the products to Reseller by the carrier of METPURE INC.'s choice. METPURE INC. has the right to communicate and do business with any and all customers acquired through Reseller's efforts without restriction of any kind.

#### 5. Sales and Marketing Restrictions; No Third-Party Platforms.

Reseller may not market or sell the METPURE INC. products in retail outlets or other locations open or available to the public that are not owned or operated by the Reseller.

Reseller shall not market or sell METPURE INC. products on sites or domains that are not owned or operated by Reseller, including, but not limited to, Amazon (US, CA, MX, UK, FR, DE, IT, IN, CN, JP), Home Depot, Walmart, Lowes, Jet, eBay, Rakuten, Overstock, Alibaba, Alibaba Express, Groupon, LivingSocial, or other deal sites or third-party platforms or marketplaces.

### 6. Minimum Advertised Price.

Reseller shall not market or sell any METPURE INC. product at below the minimum advertised price ("MAP") set by METPURE INC. and as communicated to Reseller from time to time. In addition, Reseller may not offer any specialized pricing, such as "Two-for-One," "Buy Two, Get One Free," or any "Value Packs" that would have the effect of reducing the per unit MAP.

### 7. Sales Taxes.

Reseller is solely responsible for collecting and remitting applicable sales tax to the appropriate tax agency based on the purchase price of the METPURE INC. products sold to Reseller's customers.

# 8. Customer and Reseller Refunds and Returns.

Reseller acknowledges and agrees that Reseller is solely responsible for returns of METPURE INC. products purchased from Reseller by a customer. METPURE INC. will only accept Reseller returns of METPURE INC. products that are unopened, in original packaging, undamaged, marketable by METPURE INC. and returned to METPURE INC. within 30 days of purchase by Reseller.

### 9. METPURE INC. Content and Confidential Information.

METPURE INC. is and shall be the sole and exclusive owner of all rights, titles, and interest in and to METPURE INC.'s registered and unregistered trademarks and service marks (collectively, "METPURE INC. Trademarks"), website copy, slogans, marketing materials, look-and-feel, and all intellectual property and proprietary rights therein (collectively, "METPURE INC. Content"), subject only to the specific

licenses granted to Resellers in the Reseller Agreement, and METPURE INC. expressly reserves all such rights. Except as expressly set forth in the Reseller Agreement, Resellers shall not acquire or claim any rights in any METPURE INC. Trademarks or METPURE INC. Content. Reseller shall not use or disclose any Confidential Information of METPURE INC. except as expressly permitted by this Reseller Agreement. METPURE INC. hereby gives notice to Reseller of the whistleblower protections of the Defend Trade Secrets Act. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. Reseller agrees to give notice to Reseller's employees, if applicable, of the protections of this provision with regards to any confidential information or trade secrets that are subject to this Reseller Agreement.

# 10. Warranty; Defective Product Returns; Disclaimer.

METPURE INC. warrants that the METPURE INC. products as and when delivered by METPURE INC. shall be free from material defects. METPURE INC.'s sole obligation, and Reseller's sole and exclusive remedy, for breach of this warranty shall be to report any damaged or defective METPURE INC. product within 10 days following receipt of such METPURE INC. product from a METPURE INC. approved shipper, return such damaged or defective METPURE INC. product within 30 days for receipt accompanied by a valid Return Authorization Number supplied by METPURE INC., and receive a replacement or credit. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, METPURE INC. HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE METPURE INC. PRODUCTS, THE METPURE INC. TRADEMARKS, THE METPURE INC. CONTENT, AND ANY OTHER SUBJECT MATTER OF THE RESELLER AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

## 11. Dispute Resolution.

Any claim or dispute arising under or relating to the Reseller Agreement (whether arising in contract, tort, claim of fraud or fraudulent inducement, or otherwise) that cannot be resolved through negotiation shall first be mediated in Los Angeles County, California, and if it cannot be resolved by mediation, is subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator in Los Angeles County, California, in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall not have the power to alter, modify, amend, add to or subtract from any provision of the Reseller Agreement, or to rule upon or grant any extension, renewal, or continuance of the Reseller Agreement. The arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, including, without limitation, damages for lost profits, lost business, or lost opportunities, however caused. All arbitration proceedings will be confidential. Although the Reseller

Agreement is made and entered into between Reseller and METPURE INC., METPURE INC.'s affiliates, owners, members, managers, and employees ("Related Parties") are intended to be third-party beneficiaries of the Reseller Agreement for purposes of the provisions of this Reseller Agreement referring specifically to them, including this agreement to arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Reseller and METPURE INC., and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the parties.

#### 12. Class Action Waiver.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Reseller nor METPURE INC. will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

### 13. Limitation of Liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL METPURE INC. OR ANY OF ITS RELATED PARTIES BE LIABLE TO RESELLER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, AND LOST OPPORTUNITIES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS RESELLER AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING, BUT NOT LIMITED TO, THE METPURE INC. PRODUCTS, PROGRAM, METPURE INC. MARKETING MATERIALS, OR METPURE INC. BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF METPURE INC. OR ANY OF ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 14. Indemnification.

Reseller agrees to indemnify, defend, and hold harmless METPURE INC. (together with its Related Parties, agents, other Resellers, stockholders, members, employees, directors, officers, and attorneys, collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of Reseller's breach or alleged breach of the Reseller Agreement. Without limitation of the foregoing, Reseller shall specifically indemnify the Indemnified Parties against any losses or liabilities they may suffer or incur as a result of Reseller being deemed an employee, agent, or holding any status other than an independent contractor, and Reseller's tax liabilities.

#### 15. Termination.

METPURE INC. reserves the right to terminate Reseller's account at its discretion. METPURE INC. will not be liable to any Reseller for damages of any kind solely as a result of terminating the Reseller Agreement, and termination of the Reseller Agreement will be without prejudice to any other right or

remedy of METPURE INC. under the Reseller Agreement or applicable law. Upon any expiration or termination of the Reseller Agreement, the following sections of this Reseller Application shall survive and continue: Sections 3, 7, 8 through 14, 16.

#### 16. Miscellaneous.

The Reseller Agreement shall be governed by the law of California without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of California. If any provision contained herein is found by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision. The Reseller Agreement may not be assigned by Reseller without the express written permission of METPURE INC., but may be freely assigned by METPURE INC., and shall be binding on each of the parties' successors and permitted assigns. Any attempted assignment in violation of this Section shall be void.