



Sales Agreement

Terms and Conditions

This Sales Agreement is made on the day the company registered for the program, between UV International Traders, Inc (DBA: Wellness Extract) located at Unit 102, 30508 Great Northern Ave, Abbotsford British Columbia V2T 6H4, Canada. Wellness Extract and the registering company located at their business address, sets forth the terms and conditions under which Wellness Extract grants the right to Company to sell* approved Wellness Extract (WE) products and use Wellness Extract's copyrighted material in the promotion and marketing of Wellness Extract products.

*Terms and conditions in the following documents apply and are subject to change without notice.

I. RECITALS

A. Wellness Extract is the manufacturer and owner of all intellectual property rights of the Wellness Extract products that the Company wishes to sell;

B. Wellness Extract is the exclusive copyright owner of all content in its marketing, advertising, and promotional materials;

C. Company desires to be, or continue as, a distributor of Wellness Extract products to individuals who intend to consume the product ("End-users"); and

D. Company desires to use copyrightable content owned by Wellness Extract as it promotes, distributes, and/or resells various Wellness Extract products.

II. AGREEMENT

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

A. Permit to Distribute Wellness Extract Products.

1. Wellness Extract does hereby grant to the Company, effective during the term of this Agreement, a nonexclusive permit to sell and market Wellness Extract products.
2. Company acknowledges that Wellness Extract has entered and will continue to enter agreements with other distributors for the Wellness Extract products.
3. Company shall have no right, title, or interest in the ownership of Wellness Extract, Wellness Extract products, or any intellectual property associated with Wellness Extract, and such right, title, and interest shall remain the exclusive property of Wellness Extract.



4. The Permit may not be transferred or assigned, and any attempt to transfer or assign the rights and obligations associated with the Permit and/or this Agreement shall be null and void and of no force or effect.

B. Sales of Wellness Extract Products.

1. Company agrees it will provide Wellness Extract, on an ongoing basis, with any and all physical retail locations and registered domain names it uses to market or sell Wellness Extract products. Company agrees to provide new or updated retail locations and domain names to Wellness Extract within 30 days of any additions or changes, or upon request.

2. Company agrees that it will not advertise or sell Wellness Extract products, at any time and in any circumstances, for less than the prices identified by Wellness Extract **Minimum Advertised Prices** (MAP) in the Attachment A. Minimum Advertised Prices for all products are subject to change at the sole discretion of Wellness Extract and effective on notice to Company by Wellness Extract.

3. Company may sell the products as per the minimum listed price or can provide the customers with similar offers as marketed online by Wellness Extract, on the website, and other e-commerce platforms, however, the minimum listed price cannot go below the applied offer during the specified period.

4. Company will be responsible for satisfying any and all guarantees to its customers and/or end-users. Wellness Extract will exchange products damaged during the original shipment to the Company if notice of damage is received within seven (7) days of delivery. Wellness Extract will exchange and replace any product proven to be defective, adulterated, mislabeled, and/ or proven to be associated with an Adverse Event. For the purposes of this Agreement an "Adverse Event" means a significant medical issue suffered by an end-user and proven to be caused by the proper use of the product.

5. Company acknowledges there are certain territories that require specific product labeling for regulatory compliance, including but not limited to Europe, Japan, Canada, New Zealand, Australia, South Africa, Scandinavia, Taiwan, and Netherlands. Distributors must not sell Wellness Extract products with unapproved labeling directly in these territories.

6. Company agrees it will not market or sell Wellness Extract Products on 3rd party websites such as Amazon, Ebay, Jet, Walmart, Rakuten, etc. without written permission from Wellness Extract and it will adhere to the terms and conditions set forth in the Wellness Extract Internet Resale Policy in Attachment C. Company will forfeit distributor status if found to be selling on the aforementioned platforms if Wellness Extract discovers a violation during its monitoring and enforcement of this policy. Wellness Extract reserves the right to immediately terminate this Agreement, without notice or opportunity to cure, if a violation of this provision is discovered.

7. In the event Company does not sell all, or a portion of, the product Company agrees to take all necessary and reasonable steps to dispose of the product in a commercially reasonable and responsible way that will render the product unusable. This policy also applies to expiration dates, as the Company will be expected to dispose of all expired products in the same manner. Company warrants it will dispose of the product in accordance with all applicable laws in the jurisdiction where it operates and in a manner to protect Wellness Extract from theft, misappropriation and/or resale of the product.

C. Marketing of Wellness Extract Products.

1. Company acknowledges and agrees all content in Wellness Extract's marketing, advertising, and promotional materials including, but not limited to, web content located at www.wellnessextract.com

(collectively “Wellness Extract Content”) is owned exclusively by Wellness Extract. Company acknowledges and agrees it shall not copy, distribute, or display any Wellness Extract content without the prior written permission of Wellness Extract.

2. Company agrees it will not register any Company name, DBA, or web domain name containing Wellness Extract product names, trademarks, intellectual property and/or any internet domain names that reference or allude to Wellness Extract products or that may cause confusion in the marketplace, nor will Company aid any party in any way who or which applies for any such registrations.

3. Company agrees that the content it will use to advertise Wellness Extract products and/or respond to media inquiries regarding Wellness Extract products, is the approved Wellness Extract Content provided by Wellness Extract, or other content that adheres to the laws and regulations for advertising and selling dietary supplements in Canada, and has been approved by Wellness Extract. This includes, but is not limited to, product descriptions, brochures, testimonials, medical studies, product comparisons, graphics, videos, white papers, etc.

4. Company agrees to acknowledge Wellness Extract’s ownership of the Wellness Extract Content by using the following language, “Use of page copy authorized by wellnessextract.com” or a similar variation thereof approved in writing by Wellness Extract.

5. Company agrees not to contest Wellness Extract’s trademarks, rights, title, and interest in the Wellness Extract Content and agrees to not assist any third party in any way in contesting such trademark, right, title, and interest, and shall take all necessary steps to ensure that Wellness Extract’s intellectual property rights are not infringed, including notifying Wellness Extract on any suspected or known infringement of any Wellness Extract intellectual property right.

6. Company agrees not to use the Wellness Extract Content in a manner that portrays Wellness Extract in an unfavorable light, for the benefit of any third-party, or after the expiration or termination of any agreement that Company may have with Wellness Extract.

7. Company hereby agrees it will make no representations or warranties about Wellness Extract products other than those contained in the Wellness Extract Content and that Company has complied with all Federal and Provincial regulations governing the sale of dietary supplements.

8. Company agrees it will not use or associate Wellness Extract Products with the marketing, advertising, sales and/or shipment of any books, literature, videos or other media claiming or implying Wellness Extract Products can cure or otherwise impact any diseases or illnesses, including but not limited to Covid-19 or similar novel viruses.

9. Company represents and warrants that it has reviewed applicable FDA and FTC advertising rules and regulations. Company agrees to comply, at all times, with applicable FDA and FTC rules and regulations.

10. Company agrees that Wellness Extract shall not be responsible for any non-compliant representations or warranties made by Company about Wellness Extract products and shall not be responsible for any diseases or illnesses to any person or property arising out of the improper dissemination of information or improper distribution or sales of Wellness Extract products.

11. Company shall not directly replicate any images or messaging posted to, or used in, Wellness Extract social media, or direct marketing channels including, but not limited to, Facebook, Instagram, YouTube, Twitter, digital newsletters, blog, contracted influencer posts or email blasts. Images may be requested, and usage permission possibly granted, by emailing info@wellnessextract.com and submitting a formal request specifying the exact image and/or content.

13. Company agrees to update product images on their associated websites, and marketing materials as Wellness Extract packaging may change over time. Product images are located on Wellness Extract online portals and can be shared upon request.

D. Other Obligations of Company.

1. Company agrees to maintain appropriate facilities and resources to render prompt and adequate service to its customers, and to comply with the additional terms of this Agreement.
2. Company agrees to maintain sales records to facilitate traceability to the end-user in the event of a Product Recall. Company further agrees to facilitate recall notification to its customers in the event of a product recall.
3. Company agrees to adhere to all applicable rules and regulations regarding the collection, storage and remittance of customer information, including but not limited to customer name, address, phone number, email address, and payment information.
4. Company agrees to notify Wellness Extract in writing of all product complaints, including adverse event reports, within two (2) business days of receiving the complaint. For each complaint, Company must provide Wellness Extract with the customer name, phone number and/or email address, product name and lot number, date of occurrence, and the complete description of complaint or adverse event. In the event the customer contact information is not available, Company will act as the primary contact regarding the investigation of any product complaints and/or Adverse Events. Wellness Extract may provide product refunds and/or exchanges but only if the Company first provides all the information required by this section and Wellness Extract determines its products are a cause or contributor to the Adverse Event.

E. Obligations of Wellness Extract.

1. Wellness Extract agrees to provide Company with current product information, marketing content, and technical assistance as necessary to assist in the marketing and sales of Wellness Extract products.
2. Wellness Extract agrees to provide the Company with timely, written notification of backorders, changes to product information and marketing content, and other information related to the marketing and sales of Wellness Extract products.
3. Wellness Extract agrees to use its best efforts to process Company's orders of Wellness Extract products with Canada/U.S. labels within two (2) business days of receiving payment. Valid tracking details will be provided within two business (2) days. Changes to fulfillment and delivery times for orders of Wellness Extract products will be communicated to the Company via email.

F. Tenure of this Agreement.

1. This Agreement commences on the date of execution for a period of twelve (12) months. This agreement automatically renews for a period of twelve (12) months from the date of execution, and each year thereafter on the anniversary date, unless either party provides written notice of intent to terminate the Agreement at least thirty (30) days in advance of the anniversary date, or the Agreement is terminated based on the provisions in Section G. Termination of this Agreement.

G. Termination of this Agreement.

1. Unless otherwise stated in this Agreement, upon the occurrence of a material breach or default, upon written notice and a reasonable opportunity to cure for the defaulting party, not to exceed fifteen

(15) calendar days, the non-defaulting party may terminate this Agreement by written notice to the defaulting party.

2. Wellness Extract reserves the right to immediately terminate the Agreement, notwithstanding any limitations in this Agreement, if it discovers the Company has sold Wellness Extract products for less than the Minimum Advertised Prices, or/and has distributed Wellness Extract Products through the aforementioned marketplaces not pre-approved by Wellness Extract, and used any advertising or copy other than the Wellness Extract Content for any advertising in any media, including but not limited to, the internet, without written authorization from Wellness Extract. Termination under this provision will occur upon notice from Wellness Extract to Company.

H. Additional Provisions.

1. This Agreement sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, promises, and representation, whether written or oral, between the parties with respect to the subject matter hereof. This Agreement may not be released, discharged, amended, or modified in any manner except by an instrument in writing, making specific reference to this Agreement, and signed duly by authorized representatives of both parties.

2. The relationship of Wellness Extract and the Company is that of independent business entities. Company is not an agent, employee or legal representative of Wellness Extract, and does not have any authority to assume or create any obligation or responsibility on behalf of Wellness Extract or bind Wellness Extract in any manner whatsoever.

3. The parties shall keep, and shall cause its respective affiliates, officers, directors, employees and agents to keep confidential all information that has been acquired through the negotiation and performance of this Agreement (“Confidential Information”), provided that the foregoing restriction shall not apply to information that is generally available to the public or is hereafter disclosed to such party by a third party who is not in default of any confidentiality obligation to the other party and such disclosure can be properly demonstrated by the receiving party. Upon the termination of this Agreement, both parties shall make reasonable efforts to ensure that no further use of Confidential Information is made by the other party or its affiliates, officers, directors, employees, agents or any other person or third party. Each party’s confidentiality obligations under this Section shall survive any termination of this Agreement.

4. Company hereby agrees to indemnify, defend, and hold Wellness Extract harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from or out of; (i) any occurrence caused by the act or omission of Company, its customers, invitees, contractors, vendors or suppliers; (ii) any violation of any law, regulation or ordinance applicable to Company; or (iii) any breach or violation of the terms of this Agreement. Company’s obligation to indemnify, defend and hold Wellness Extract harmless includes, but is not limited to, the duty to indemnify, defend and hold Wellness Extract harmless for any damages, fees, and/or costs Wellness Extract suffers as a result of Company shipping or distributing Wellness Extract Products outside of the Territory.

5. In the event either party hereto shall employ legal counsel or bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of the Agreement, the prevailing party will be entitled to recover its reasonable attorney fees and costs.

6. This agreement and the rights of the parties shall be governed by and constructed exclusively in accordance with the laws of the British Columbia Province of Canada. The parties expressly agree that any dispute concerning or in any way related to this Agreement shall be exclusively resolved in the forum of the British Columbia Province of Canada, waiving any other possible forum for any such dispute, and the parties hereby irrevocably consent to personal jurisdiction in the state courts located in the British Columbia Province of Canada for any dispute concerning or in any way related to this Agreement.

7. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a Court of competent jurisdiction to be invalid, void, or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

8. This is a negotiated agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

9. Each Party has the right, power, legal capacity and authority to enter into, and perform its respective obligations under this Agreement, including the execution of this Agreement, and no approvals or consent of any other person(s) or entities is necessary in connection with the execution of this Agreement, and when so signed, this Agreement will be a binding and subsisting obligation of the parties.

10. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the Party making the waiver.

11. Company may not assign this agreement or any right or obligation hereunder. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and Wellness Extract's assignments. Any attempted assignment in violation of this provision shall be void and of no effect or can cause the Agreement to be null and voided.

12. Wellness Extract will not be liable to any Distributor, for any special, indirect, or consequential damages, including but not limited to loss of profits, loss of business opportunities, or loss of business investment.

13. Notices and other communications related to this Agreement shall be emailed whenever possible. Notifications to the Company shall be deemed effective upon posting or emailing unless otherwise stated. Company is responsible for updating contact information with Wellness Extract, and Wellness Extract has no responsibility for any inability to contact the Company due to obsolete or incorrect contact information, or due to any spam filters or other communication blocking technologies/devices. Notices shall be deemed effective one (1) business day after emailing. Communication should be sent to:

Company: UV International Traders Inc. (DBA Wellness Extract)

Mailing Address: Unit 102, 30508 Great Northern Ave,
Abbotsford, British Columbia V2T6H4, Canada

E-mail: info@wellnessextract.com

Phone #: +1(778) 907-1150

Company: Use the Contact Information on file with Wellness Extract.

PRODUCT NON-DISCLOSURE AGREEMENT SECTION

In consideration of forming a working relationship with UV International Traders Inc. (DBA: Wellness Extract), I acknowledge that I am a recognized representative of Registering company and/or organization.

I agree to maintain the confidentiality of information disclosed to me or my company. I also understand that this information may not be shared with competitors of Wellness Extract.

1. During the course of this relationship, there may be disclosed to me certain trade secrets; said trade secrets consisting but not necessarily limited to:
 - a) Pricing information: pricing information, individual product pricing data, and wholesaler pricing plans.
 - b) Business information: methods, processes, techniques, and projects.
2. I understand that under terms of this agreement, I may not disclose or divulge to others any trade secrets, confidential information, or any other proprietary data of Wellness Extract. I understand that exceptions are allowed only in situations where paid employees of my business or establishments have a valid “need to know.” I understand that, as representative of the business or establishment, I will take necessary precautions to ensure confidentiality with those individuals. I agree to advise such individuals regarding the existence of this agreement prior to divulge any information.
3. I agree to abide by the terms of this non-disclosure agreement.

The parties hereto have Signed this agreement on the day the registration is complete.

Attachment A

Minimum Advertised Prices (MAP) for Wellness Extract Products

Product Name and Description	Minimum Unit Price (USD)	Minimum Unit Price (CAD)
Eannatto DeltaGold Tocotrienols Vitamin E Supplement 125mg 30 Softgels	16.99	21.99
Eannatto DeltaGold Tocotrienols Vitamin E Supplement 125mg 60 Softgels	31.99	42.99
Eannatto DeltaGold Tocotrienols Vitamin E Supplement 300mg 30 Softgels	44.99	50.99
Eannatto DeltaGold Tocotrienols Vitamin E Supplement 300mg 60 Softgels	79.99	99.99
GG-Essential Annatto Plant-derived Dietary Supplement 150mg 60 softgels	42.99	54.00
Cell DTox Humic & Fulvic Acid with Zeolite drops	29.99	36.99
Bovine Colostrum Powder 150g Protein Lactoferrin Supplement Hormone Free True 6-Hour Extracted	47.99	61.99
Purelife Enema Coffee - 1 LB- Light Air Roast	-	39.99
Purelife Enema Coffee - 1 LB- MediumAir Roast	-	39.99
Purelife Enema Coffee - 1 LB- Ultra Light Gold	-	39.99

ATTACHMENT C

Internet Resale Policy

The Wellness Extract (Wellness Extract) Internet Resale Policy governs the resale of Wellness Extract products on the internet by authorized Distributors. Wellness Extract is committed to supporting the efforts of Distributors who share in our mission to empower people to take charge of their health and well-being to live their best lives, and who offer fair pricing and a high level of service to customers. As a condition of receiving wholesale pricing for the Wellness Extract products, all of our Distributors must follow the terms and conditions outlined in this policy.

While it is not our desire to control the business practices of our Distributors, we can control which Distributors we continue to work with on a long-term basis. We will stop selling Wellness Extract products to any Distributor who habitually or indiscriminately violates this policy, and who does not contribute valuable marketing or promotional efforts to the Wellness Extract products.

Authorized Distributors. Only authorized Distributors are allowed to sell Wellness Extract products through their website. All Distributors must maintain status as a legitimate business or healthcare professional, and submit proof of this status to Wellness Extract upon request.

Information Disclosure. Any Distributor who intends to resell Wellness Extract products on the internet must disclose all ownership or association of any kind with websites of any type. Websites where Wellness Extract products are sold or advertised must display the contact information for the Wellness Extract Distributor, including her/his complete phone number, email and office address.

Copyright and Trademark. The integrity of the Wellness Extract brand must be consistently protected at all times. The content used to advertise Wellness Extract products must be the approved Wellness Extract Content provided by Wellness Extract, or other content that adheres to applicable laws and regulations for advertising and selling dietary supplements, and has been approved by Wellness Extract. Distributors must acknowledge Wellness Extract's ownership of the Wellness Extract Content by using the following language, "Use of page copy authorized by UV International Traders Inc (DBA Wellness Extract)" or a similar variation thereof approved by Wellness Extract. Distributors must not register any company name, DBA, or web domain name containing Wellness Extract product names, trademarks, or intellectual property.

Third-Party Auction and Classified Advertising. The advertising, sale, or distribution of products through third party retail auctions or classified-ads is strictly forbidden.

Amazon and Online Marketplaces. Distributors must not market or sell Wellness Extract Products on Amazon.com, eBay.com, Jet.com, Walmart.com, Rakuten.com or any other online marketplace without written consent and approval from Wellness Extract.

Compliance with Laws. Each Distributor is solely responsible for complying with all applicable laws and regulations where it advertises or sells Wellness Extract products.

International Labeling Requirements. There are certain territories that require specific product labeling for direct sales within the territory, including but not limited to Europe, Japan, New Zealand, Australia, South Africa, Scandinavia, Taiwan and the Netherlands. Distributors must not sell Wellness Extract products with unapproved labeling within these territories.

Pricing Provisions. Distributors must abide by the Minimum Advertised Price (MAP) Policy associated with the distribution territory, as applicable.



Termination. Wellness Extract reserves the right to revoke the Distributor's purchasing privileges and/or terminate the account of any Distributor in violation of any of the terms or conditions outlined in this policy without prior notice.

Every Wellness Extract product has a unique product authentication code specific to each product. In case the Distributor sells the products on unauthorized marketplaces or channels Amazon.com, eBay.com, Jet.com, Walmart.com, Rakuten.com then after sending a warning by email, the products or the entire batch sold to the distributor in violation, will be deemed invalid, as in, the products sold will be untraceable on our website for authentication of batch number, expiry date, and manufacturing date. Violation of any such terms automatically forfeits the account holder's ability to sell products in any capacity.