

U.S. Enzymes Inc. Resale Policy Effective: January 1, 2019

U.S. Enzymes is committed to serving healthcare professionals and this principle serves as the basis for everything we do. As such, U.S. Enzymes is a manufacturer of nutritional supplements designated to be sold exclusively to licensed/certified healthcare professionals. This designation requires that U.S. Enzymes customers comply with the following terms and conditions:

- Customers must be validated as a qualified healthcare professional through a copy of their state license, professional degree/certificate or diploma or professional association. Satisfactory degrees are generally limited to ND, MD, DO, DC, DDS, LMT, LAC, RD, MS, CN, CCN, CNS, etc, but professional status will be evaluated on a case by case basis.
- Students enrolled in an accredited school also qualify for access to the U.S. Enzymes brand for personal and family use only; they are not authorized to resell U.S. Enzymes products.
- U.S. Enzymes has final determination in validating qualified healthcare professional status and access to purchase the U.S. Enzymes brand; appropriate licensure/qualified healthcare professional status is at the sole discretion of U.S. Enzymes.
- Customers must create and maintain a valid healthcare professional/patient relationship. This includes consultation services in addition to selling nutritional supplements directly to patients. The sale of U.S. Enzymes products to other healthcare professionals or businesses is not permitted.
- All customers must comply with U.S. Enzymes Internet Reseller Regulations as outlined within this Resale Policy. Customers may not sell U.S. Enzymes products in a retail setting direct to the general public in any manner, with the following exception:
 - Licensed Pharmacies/Health Clinics; Pharmacies and health clinics must meet the following requirements to maintain an account:
 - There must be face to face consultation by an in-house qualified healthcare professional
 - Products must be behind the counter and/or in a designated professional only area and are not to be sold in a retail manner (e.g. do not advertise pricing information (including discounts, price reductions, or special promotions that directly or indirectly infer the inclusion of U.S. Enzymes products) to the general public in any promotional material (including but not limited to marketing material, advertisements, websites, sponsored web links, banner ads, etc.
- U.S. Enzymes recommends that all customers sell U.S. Enzymes products at the suggested retail price.

Internet Reseller Regulations

As of January 1st, 2019 U.S. Enzymes has unilaterally adopted Internet Reseller Regulations (Internet Regulations), which shall apply to all U.S. internet resellers, (collectively, “Resellers”) who resell U.S. Enzymes products to end users via the Internet. U.S. Enzymes is adopting these Internet Regulations to help preserve its standard for providing licensed healthcare professionals with high quality products and sales and technical support (the “U.S. Enzymes Standard”). One aspect of the meeting the U.S. Enzymes Standard is to sell such products online at or above the suggested retail prices. Any advertisements, discounts, rewards programs, coupons, special offers, sales, promotions, etc. must be directly targeted to

“opted-in” patients, who have access to consultation services offered by a healthcare professional.

This Internet Policy does not apply to Resellers who sell U.S. Enzymes products via a web page that is protected by customer account logins or passwords. For example, private patients being treated by the healthcare professional may be given a private patient code to be entered upon checkout to replicate the discount provided to patients in the healthcare professional’s office. This code must not be provided to any customer via broadcast email, must not be shown on the website and must not be made available to anyone other than the healthcare professional’s private patients. Reference upon checkout may only be as “patient code” or similar language; i.e. any word implying a discount, special, sale, coupon, etc. may not be used.

U.S. Enzymes reserves the right not to sell or supply any products to any Reseller that is affiliated with a website that violates these Internet Regulations. Any Reseller reference or inference at all to discounts, price reductions, special call-in pricing, coupons, and price matching policies or any other special promotion or offer on U.S Enzymes products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Reseller's account(s). Enforcement of this policy will carry forward through any authorized distributor or wholesaler of Integrative products.

Sale of U.S. Enzymes products through Amazon.com requires formal written authorization by U.S. Enzymes. U.S. Enzymes reserves the right to not sell or supply any products to any Reseller that does not meet the U.S. Enzymes Standard. Sale of U.S. Enzymes products through eBay is strictly prohibited.

Violations of Internet Reseller Policy

If U.S. Enzymes determines, to its sole satisfaction, that a Reseller has taken any action that does not preserve the U.S. Enzymes Standard, the Reseller will receive 24 hour advance written notice from U.S. Enzymes that they are in violation of the Internet Regulations and therefore will no longer be able to purchase the products after the end of the 24 hour notice period. After the notice period, Reseller will no longer be able to purchase the Products and Reseller will no longer be authorized to use the Trademarks on Reseller's website or in any other manner on the Internet. After the notice period, Reseller will be required to immediately cease all use of the Trademarks on Reseller's website or in any other manner on the Internet. Resellers that correct their website to bring it into compliance with these Internet Regulations should promptly notify U.S. Enzymes. U.S. Enzymes will then review Reseller's website. If U.S. Enzymes determines Reseller has brought his or her site into compliance with these Internet Regulations, Reseller's account will be reactivated so Reseller may purchase the products and use the Trademarks on Reseller's website in accordance with these Internet Regulations. The reseller acknowledges that upon any subsequent breach of any provision of this Agreement, U.S. Enzymes may terminate Reseller's account without notice.

Use of Trademarks and Logos

The reseller agrees to follow the appropriate use of trademarks and logos. U.S. Enzymes may review the Reseller's website at any time and reserves the right to require Reseller to make changes to it based upon use of any intellectual property owned or controlled by U.S. Enzymes, even if U.S. Enzymes has previously approved or accepted Reseller's website or the material displayed thereon.

Enforcement

U.S. Enzymes may modify or discontinue this policy, in its sole and absolute discretion, at any time. U.S. Enzymes may also terminate Reseller's non-exclusive, limited license to use the Trademarks at any time in its sole discretion upon written notice. Any failure or delay by U.S. Enzymes in enforcing any provisions of this Policy shall in no way be considered a waiver of such provisions or rights and shall in no way prevent U.S. Enzymes from enforcing the same at a later date. Customers failing to comply with any terms & conditions found within this policy will face immediate termination of the customer's account.

No U.S. Enzymes representative or employee has authority to modify or alter this Policy. Any comments to the contrary by an U.S. Enzymes representative are expressly unauthorized and disclaimed by U.S. Enzymes. Any action taken by U.S. Enzymes under this policy shall be without liability to U.S. Enzymes.

Please report all violators or abusers of this Resale Policy, or any of the company's policies, to your sales representative, distributor, or the U.S. Enzymes corporate headquarters at 877.515.3380 or info@usenzymes.com.