



Dear Reseller,

At American Biotech Labs, LLC (“ABL”), we are committed to you—the reseller partners that have helped our company establish our unique and patented SilverSol Technology® as a leading household solution for hundreds of thousands of families worldwide. To protect our brands and the integrity of our authorized distribution channels, ABL is announcing and implementing an Authorized Reseller Program for the ABL Silver Biotics® and ASAP® brands, effective October 15, 2020.

Among other benefits, our Authorized Reseller Program will ensure that all sellers of ABL products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Reseller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged and diverted products.

Your obligations under our new Authorized Reseller Program are outlined in the **American Biotech Labs, LLC Brand Protection Policy**, which is attached for your review.

Key Features of the Brand Protection Policy:

- **Where and to Whom You May Sell ABL Products:** ABL is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of ABL products to unauthorized sellers. To this end, the Brand Protection Policy requires that you sell ABL products solely to end users and not to persons or entities who intend to resell ABL products. In addition, you may not market for sale or ship ABL products outside of the United States without our prior written consent.
- **Online Sales:** The Brand Protection Policy restricts the manner in which you may sell ABL products online. Specifically, if you wish to sell ABL products online, you must follow our American Biotech Labs, LLC Online Sales Guidelines and limit online sales to your own proprietary website which needs to be registered with ABL through the Authorized Online Reseller Registration Form available at www.silverbiotics.com/online.reseller.registration.form. ***Please note that you must register your own proprietary website immediately upon receipt of this communication.*** Additionally, you may not sell ABL products as a third-party seller on marketplace websites such as Amazon, eBay, or Walmart Marketplace without prior written consent from ABL. Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase ABL products have the best experience possible, the Brand Protection Policy outlines our expectations for the service you will provide to your customers. The Brand Protection Policy also describes certain steps you must take to maintain the quality of ABL products until they reach consumers.

Finally, ABL has implemented an updated unilateral United States Minimum Advertised Price Policy (“MAP Policy”), which applies to all authorized resellers of ABL products in the United States. A copy of the updated MAP Policy, which will be effective on October 15, 2020 is attached for your review and reference.

Thank you for your careful attention to the Brand Protection Policy and for your continued support of American Biotech Labs, LLC and the ABL Silver Biotics® and ASAP® brands.

Sincerely,

American Biotech Labs, LLC



AMERICAN BIOTECH LABS, LLC BRAND PROTECTION POLICY

Effective Date: October 15, 2020

This American Biotech Labs, LLC Brand Protection Policy ("Brand Protection Policy") is issued by American Biotech Labs, LLC ("ABL") and applies to Authorized Resellers of ABL Silver Biotics® and ASAP® branded products ("Product(s)") in the United States of America. By purchasing Products from ABL or an ABL Authorized Distributor for retail sale, you ("Reseller") agree to adhere to the following terms. This Brand Protection Policy supplements any then-current retailer or reseller agreement between you and ABL. Until such status is otherwise revoked by ABL, in ABL's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller" hereunder. ABL may review Reseller's activities for compliance with this Brand Protection Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users. An "End User" is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without ABL's prior written consent.

2. **Online Sales.** Reseller is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

(i) with respect to Resellers purchasing Products directly from ABL (direct Resellers):

- (a) is operated by Reseller in Reseller's legal name or registered fictitious name; and
- (b) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as ABL may amend from time to time.

(ii) with respect to Resellers purchasing Products from an ABL Authorized Distributor (indirect Resellers):

- (a) has been registered with ABL through the Authorized Online Reseller Registration Form available at www.silverbiotics.com/online.reseller.registration.form immediately upon receipt of this Brand Protection Policy; and
- (b) adheres to all requirements set forth in Sections 2(i)(a) and (b) above.

Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, or Walmart Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of ABL. ABL reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell Products on the Permissible Public Websites, and Reseller must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of

this Brand Protection Policy supersede any prior agreement between ABL and Reseller regarding the sale of the Products online.

3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by ABL. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of ABL or the Products.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Product Care, Customer Service, and Other Quality Controls attached hereto as Exhibit B.

5. **Intellectual Property.** Reseller acknowledges and agrees that ABL or its licensors own all proprietary rights in and to the ABL brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "ABL IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the ABL IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the ABL IP shall inure solely to the benefit of ABL or its licensors. Reseller's use of the ABL IP shall be in accordance with any guidelines that may be provided by ABL from time to time and must be commercially reasonable as to the size, placement, and other manners of use. ABL reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the ABL IP at any time, without limitation. Reseller shall not create, register, or use any domain name or any mobile application that contains any ABL product name or any trademark owned by or licensed to ABL, nor a misspelling or confusingly similar variation of any ABL product name or any trademark owned by or licensed to ABL.

6. **Termination.** If Reseller violates this Brand Protection Policy, ABL reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of ABL Products or has any affiliation whatsoever with ABL; and (iii) using all ABL IP.

7. **Modification.** ABL reserves the right to update, amend, or modify this Brand Protection Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the ABL IP, or use of any other information or materials provided by ABL to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Brand Protection Policy, and its attachments, constitute confidential, proprietary information of ABL and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of ABL.

EXHIBIT A

AMERICAN BIOTECH LABS, LLC ONLINE SALES GUIDELINES

Reseller's approval to sell ABL Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Websites must not give the appearance that they are operated by ABL or any third party.
2. Anonymous sales are prohibited. Reseller's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email delivered at the time of purchase.
3. At ABL's request, Reseller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) to ABL for review upon request. Reseller agrees to cooperate with ABL in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews. Reseller shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Reseller to disclose identifying information about its customers to ABL.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Reseller shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Unless separately authorized by ABL in writing, Reseller shall not use any third party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Reseller fulfill orders in any way that results in the shipped Product coming from stock other than Reseller's.
8. In marketing the Products on the Permissible Public Websites, Reseller shall only use images of Products either supplied by or authorized by ABL and shall keep all Product images and descriptions up to date. Reseller shall not advertise Products not carried in inventory.

EXHIBIT B

AMERICAN BIOTECH LABS, LLC PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by ABL regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels.
2. Inventory of Products shall be managed in a "first-in, first-out" manner, with older inventory being sold before newer inventory of the same Product.
3. The Products shall be stored unopened, in sanitary conditions, at room temperature, and kept out of direct sunlight.
4. The Products shall be stored in an environment where the Products' packaging is not susceptible to soiling, punctures, dents, or other physical damage.
5. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
6. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products.
7. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging.
8. Do not dilute Products.
9. Do not resell any Product that has been returned opened or repackaged.
10. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to ABL at abl@ablsilver.com
11. Inspect inventory regularly for expired or soon-to-be expired Products. Do not sell any Products that are expired or within 90 days of expiration or their shelf life. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by ABL.
12. Be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and endeavor to respond to customer inquiries promptly.
13. Cooperate with ABL with respect to any Product tracking systems that may be implemented from time to time.

14. Cooperate with ABL with respect to any Product recall or other consumer safety information dissemination efforts.

15. Report to ABL any customer complaint or adverse claim regarding the Products of which you become aware and assist ABL in investigating any such complaints or adverse claims.

16. Cooperate with ABL in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.



American Biotech Labs, LLC
United States Minimum Advertised Price Policy
Effective October 15, 2020

1. Introduction

American Biotech Labs, LLC (“American Biotech Labs” or “ABL”) for its Silver Biotics® and ASAP® branded products, has determined that certain advertising practices undermine American Biotech Labs’ trade reputation, high-quality brands, and premium image within the target consumer population and discourage American Biotech Labs’ resellers from investing in the American Biotech Labs product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of its brands, American Biotech Labs has adopted this unilateral Minimum Advertised Price Policy (the “Policy” or “MAP Policy”), which applies to all authorized resellers of American Biotech Labs products in the United States of America.

2. MAP Products and the Minimum Advertised Price (“MAP”)

- a. The products covered by this Policy are listed in Section 6, (“MAP Products”). American Biotech Labs may in its sole discretion modify this list from time to time by adding or removing products from the list. The list of MAP Products will be made available to all resellers. If ABL changes the minimum advertised price (“MAP”) on any MAP Product, it will provide at least thirty (30) days’ notice to resellers before the changes are effective.
- b. American Biotech Labs recognizes that resellers are free to make their own decisions to advertise and sell any American Biotech Labs product at any price they choose, without consulting or advising American Biotech Labs. This Policy does not constitute an agreement between ABL and any other entity. ABL does not solicit and will not accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must choose independently whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller.
- c. The MAP Policy applies to advertised prices of the MAP Products, not to the prices at which MAP Products are actually sold or offered for sale to an individual in-store, online, or over the telephone.

3. Advertising

a. The MAP Policy applies to all advertisements of MAP Products displayed in any and all media, including but not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- outdoor signage
- mailers
- inserts
- posters
- websites
- blogs
- social media
- affiliate marketing networks/comparison shopping engines
- seller-initiated text messages or emails to customers or prospective customers
- product listing ads
- mobile/smart phone applications
- banner ads
- online product ads
- paid search ads
- pay-per-click ads
- display ads
- mobile ads
- sponsored links
- ads in any other media in a digital format that is communicated or conveyed via the Internet
- any other marketing or promotional materials, whether displayed online, through broadcast, or other media

b. Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the MAP Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the reseller’s own website. The MAP Policy also does not apply to solely on-premise or in-store advertising.

c. Website features such as “click for price,” automated “bounce back” pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any MAP Products prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and thereby constitute “advertising” under the MAP Policy.

d. It shall not be a violation of the MAP Policy to advertise that a customer may “call for price,” “email for price,” or to use similar language with respect to the MAP Products, so long as no price is listed and so long as none of the website features discussed above in subsection 3(c) are used. It shall also not be a violation of the MAP Policy to advertise a free or reduced-price shipping advertisement (as long as such offer applies to all or almost all other products offered by the seller in the same product category).

e. This MAP Policy also applies to any activity which American Biotech Labs determines, in its sole discretion, is designed or intended to circumvent the MAP Policy.

f. It shall not be a violation of the MAP Policy to advertise in general that the reseller has “the lowest prices,” will match or beat its competitors’ prices, or to use similar phrases so long as the reseller does not include any advertised price below the MAP and otherwise complies with the MAP Policy.

g. From time to time, American Biotech Labs may permit resellers to advertise MAP Products at prices lower than the MAP in accordance with the terms of an authorized promotion, during which periods a reseller that advertises a MAP Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy. American Biotech Labs will notify all resellers of any such authorized promotions, generally not fewer than thirty (30) days in advance.

h. From time to time American Biotech Labs may offer a direct manufacturer’s rebate or coupon to customers. In such events, it shall not be a violation of the MAP Policy to advertise the availability of the manufacturer’s rebate/coupon, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate/coupon amount, and the net price after manufacturer’s rebate/coupon, in the same type size, font and style;
- ii. an asterisk is placed next to the net price after manufacturer’s rebate/coupon; and
- iii. “*after manufacturer’s rebate” or “@after manufacturer’s coupon” appears in the same area of the advertisement as the advertised product.

i. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest a lower price for a MAP Product may be found at the “final online checkout stage” will be a violation of the MAP Policy. Again, the “final online checkout stage” is when the MAP Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information.

4. Bundling Guidelines

a. “Bundling” or advertising MAP Products for sale together with other products will violate the MAP Policy when:

- i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or

- ii. the effective or stated discount is greater than 15% of the highest-priced item in the bundle.
- b. Gift cards, retailer coupons, points, or other incentives which are contingent on the purchase of a MAP Product violate this MAP Policy when:
 - i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
 - ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
- c. Rebate programs from American Biotech Labs, whether on MAP Products or American Biotech Labs' partners' products, are exempt from this Policy.

5. Policy Enforcement

- a. American Biotech Labs will take the following actions against any reseller that fails to comply with this Policy with respect to the advertisement of any MAP Product:
 - i. **First Violation:** For a reseller's first violation of the Policy, ABL will notify the reseller in writing of such failure.
 - ii. **Second Violation:** For a reseller's second violation of the Policy, ABL will notify the reseller in writing of such failure and will immediately place the reseller's account on shipping hold for ninety (90) days. ABL will revoke its acceptance of any pending orders, cancel any pending shipments to the reseller, and not accept any new orders from reseller during this 90-day period.
 - iii. **Third Violation:** For a reseller's third violation of the Policy, ABL will revoke the resellers "authorized" status and if the reseller purchases directly from ABL, terminate its business relationship with the reseller. ABL will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller.

If a reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then American Biotech Labs will consider this to be a violation by the reseller. Although ABL is not directing any reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the reseller.

- b. American Biotech Labs monitors the MAP Products' advertised prices of resellers, either directly or via the use of 3rd party agencies or tools.

c. The MAP Policy will be enforced by American Biotech Labs in its sole discretion. No ABL employee or agent is authorized to modify, interpret, or grant any exceptions to this Policy; solicit or obtain the agreement of any person or entity to comply with this Policy; or otherwise discuss any aspect of this Policy with any reseller, including any reseller's compliance with the terms. No ABL employee, agent, or other reseller has any right to enforce the MAP Policy. All questions related to the MAP Policy should be submitted in writing and directed to: compliance@ablsilver.com. ABL will not accept any other form of communication from resellers regarding the Policy.

6. List of MAP Products

Products	UPC #	MAP	SRP
4 oz. SilverBiotics liquid immune support	831060-001481	\$13.46	\$17.95
8 oz. SilverBiotics liquid immune support	831060-001856	\$21.71	\$28.95
16 oz. SilverBiotics liquid immune support	831060-001160	\$30.71	\$40.95
32 oz. SilverBiotics liquid immune support	831060-001320	\$42.71	\$56.95
1.5 oz. SilverBiotics Silver Gel	831060-002419	\$8.62	\$11.49
4 oz. SilverBiotics Silver Gel	831060-004246	\$18.71	\$24.95
1.2 oz. SilverBiotics Lotion	831060-004611	\$7.46	\$9.95
3.4 oz. SilverBiotics Lotion	831060-004628	\$14.96	\$19.95
1.2 oz. Silver Biotics Unscented Skin Cream	831060-004659	\$7.46	\$9.95
3.4 oz. Silver Biotics Unscented Skin Cream	831060-004642	\$14.96	\$19.95
1.2 oz. SilverBiotics Natural Lavender Scent Skin Cream	831060004734	\$7.46	\$9.95
3.4 oz. SilverBiotics Natural Lavender Scent Skin Cream	831060004758	\$14.96	\$19.95
1.2 oz. Silver Biotics Natural Grapefruit Scent Skin Cream	831060004673	\$7.46	\$9.95
3.4 oz. Silver Biotics Natural Grapefruit Scent Skin Cream	831060004666	\$14.96	\$19.95
1.5 oz. Silver Biotics Tooth Gel	831060-002402	\$5.96	\$7.95
4 oz. Silver Biotics Tooth Gel	831060-002440	\$10.46	\$13.95

1.5 oz. Armor Gel Wound Dressing Gel	851213-004251	\$10.49	\$13.99
4 oz. Armor Gel Wound Dressing Gel	851213-004237	\$22.49	\$29.99
1.5 oz. ASAP OTC Wound Dressing Gel	851213-004190	\$10.49	\$13.99
4oz. ASAP OTC Wound Dressing Gel	851213-004213	\$22.49	\$29.99
1.5oz. ASAP Pet Shield Wound Dressing Gel	851213-004152	\$10.49	\$13.99
4 oz. ASAP Pet Shield Wound Dressing Gel	851213-004176	\$22.49	\$29.99

Rev. October 15, 2020