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NEUROSCIENCE PRODUCT RESALE AGREEMENT

THIS PRODUCT RESALE AGREEMENT (“Agreement”) is between NeuroScience (“NeuroScience”) and the signing qualified healthcare provider (“HCP”).

WHEREAS: HCP desires to purchase various proprietary products manufactured and sold by NeuroScience (“Products”) directly or via an authorized distribution partner (“Distributor”) for resale to HCP’s patients as otherwise defined herein (“Clients”). Products are made available for retail sale solely and exclusively through qualified healthcare providers who have been approved to maintain accounts with NeuroScience (“Accounts”). HCP desires to sell Products to its Clients (“Sales”), including through HCP’s wholly-owned website (“Internet Sales”). NeuroScience is willing to permit HCP to make Sales of Products to Clients, including Internet Sales, subject to the terms and conditions of this Agreement.

NOW THEREFORE: In consideration of the forgoing and the covenants set forth herein, and other good and valuable consideration, the parties agree as follows.

I. Representations of HCP. HCP represents and warrants that:

- A. HCP is, and will remain at all times during the term of this Agreement, a duly licensed healthcare provider who is actively and directly engaged in the practice of healthcare.
- B. HCP has, and will maintain at all times during the term of this Agreement, either: (1) a "brick and mortar" office facility in which it directly treats patients; or (2) an approved remote medical platform.
- C. HCP shall only sell Products to Clients in bona fide retail transactions, and shall not supply Products to anyone who HCP suspects, knows, or reasonably should know, intends to re-sell or re-distribute the Products. “Client” shall mean an individual client or patient of HCP purchasing Products for personal consumption, treatment, and use under HCP’s direct guidance and supervision. HCP shall provide Clients with appropriate guidance in connection with the use of Products, including all guidance that may be required or directed by NeuroScience from time-to-time.

II. Delivery, Pricing, NDA, Warranty, and Return Policy.

- A. **Delivery.** NeuroScience will deliver Product by common carrier F.O.B. NeuroScience’s warehouse or Distributor. Title and risk of loss shall transfer from NeuroScience to HCP upon delivery of the Product.
- B. **MAP Pricing.** NeuroScience has unilaterally adopted a minimum advertised price policy (the “Policy”) applicable to all NeuroScience distributors, resellers, and healthcare providers (Collectively, “Resellers”) for the products designated by NeuroScience (“Products”). The Policy has been implemented to help ensure the long-term viability of the NeuroScience brand and to protect the investment and the margins of the Resellers that provide valuable product assistance and support to their customers. NeuroScience shall from time to time unilaterally establish a minimum advertised price for the Products (“MAP”). Pursuant to the Policy, the Resellers may not advertise or otherwise promote the Products at a net price less than MAP and may not sell the Products to any other person or entity which advertises or otherwise promotes the Products at a net price less than MAP. NeuroScience will cancel all orders and refuse to accept any new orders from any Reseller for the Product immediately following verification by NeuroScience to its reasonable satisfaction that the Reseller has advertised or otherwise promoted a Product or the Products at a net price less than MAP or the Reseller has sold a Product or the Products to a person or entity which advertised or otherwise promoted a Product or the Products at a net price less than MAP. Once NeuroScience has decided to cancel all orders for the Products and not to accept new orders for the Products, NeuroScience will never again sell the Products to the Reseller while the Policy remains in effect. For the purposes of the Policy, the “net price” shall mean the published or advertised price that the Reseller makes the Product available to its customers taking into account all discounts, deductions, rebates, allowances, credits, charges, the separate price of products bundled with the Products by the Reseller, coupons, premiums, promotions, free goods and services and gifts offered with the Product. Customer paid taxes

shall not be included in the determination of the “net price.” The Policy does not apply to close out, discontinued, or non-current Products. The Policy is subject to change or cancellation at any time by NeuroScience. NeuroScience will provide the Resellers with at least thirty (30) days’ notice of any change or cancellation of the Policy. The Resellers are not required to list prices in advertising. If a price is listed in an advertisement or promotion, the net price must be at or above MAP. Statements such as “call for price” and “call for quote” are acceptable. NeuroScience shall communicate to the Resellers the list of Products subject to the Policy. MAP shall be communicated to the Resellers on the NeuroScience price list, as may be updated from time-to-time.

- C. **Non-Disclosure Agreement (NDA).** By signing this agreement, the HCP is acknowledging and assuring confidentiality when receiving information on NeuroScience products, including certain formulas and ingredient combinations/concentrations (collectively, “Confidential Information”). Some formulas are proprietary, we require that you agree to treat any and all portions, in whole or in part, of the Confidential Information furnished to you as confidential, which shall include: (a) not disclosing, directly or indirectly, any Confidential Information to any third party without the express written consent of NeuroScience, (b) taking all necessary steps to ensure and safeguard that the Confidential Information is not otherwise disclosed to any third party and (c) not copying, reproducing, reverse engineering or recording any portion of the Confidential Information without the express written consent of NeuroScience.
- D. **Warranty.** NeuroScience warrants that all products purchased from NeuroScience, Distributor, or its authorized Resellers are free from manufacturing defects in accordance with the following terms (“Warranty”). In the event that an authorized purchaser receives defective products and is in compliance with all other terms of its purchase agreement, NeuroScience shall replace or refund, at its own cost, any NeuroScience product that is found to be defective or otherwise materially flawed. All warranty claims must be presented to Distributor, whereby Distributor policies are applied for this Agreement and evaluated on a case-by-case basis. This Warranty shall not apply to damages resulting from negligence by the purchaser or any third party, unauthorized use or modification of the Product, theft or loss, or natural disasters.
- E. **Return Policy.** The return policies of Distributor are applied for this Agreement and evaluated on a case-by-case basis.

III. Terms & Conditions.

- A. Customer understands that NeuroScience, its affiliates, and its employees, officers, directors and agents (collectively “NS”) are a resource for information and are not a substitute for the skill, knowledge and judgment of healthcare providers in patient care. Customer further understands, acknowledges and agrees that NS is not a licensed healthcare provider, and that it does not assume any responsibility for any aspect of healthcare administered with the aid of information it provides nor may any such responsibility be delegated to it.
- B. **Indemnity.** Customer hereby understands that and agrees to indemnify and hold NS harmless (including attorney fees and costs) from, against and in respect of any liabilities, sustained or incurred in connection with or arising out of Customer’s use of the Products or Programs.

IV. Product Sales.

- A. **Limitation on Sales of Products and Prohibition on Resale.** HCP shall only sell Products: (i) to individual clients or patients in connection with a service in exchange for a service fee; and (ii) to individuals who HCP believes are purchasing the Products for personal use, in quantities that are reasonable for an individual’s personal use. HCP shall not sell Products to parties that resell, or can reasonably be anticipated to resell, the Products.
- B. **Internet Sales.** HCP shall not advertise, list, offer for sale, sell or distribute any Product via the Internet, except through Reseller’s wholly-owned website. Without limiting the generality of the foregoing, Reseller shall not sell Product via any third-party websites, mobile applications, or online marketplaces including, but not limited to, Amazon.com, Ebay.com, or Jet.com. NeuroScience prohibits the display of NeuroScience copyrighted material, including but not limited to products, photos, logos, instructional materials, literature, sales brochures or materials on any third-party website without prior written approval from NeuroScience.
- C. **HCP Websites.** HCP must register any website on which HCP conducts Internet Sales with NeuroScience Products in advance of any Internet Sales. We may grant or deny permission to sell Products on any website or otherwise conduct Internet Sales in our sole and absolute discretion.

V. Intellectual Property Rights.

- A. **Intellectual Property.** All trademarks, trade dress, service marks, copyrights and goodwill as they relate to the Products, and their packaging, image, merchandising and advertising materials (collectively, “Intellectual Property”) remain the sole and exclusive property of NeuroScience. NeuroScience hereby grants HCP a limited, revocable, nonexclusive, royalty-free license during the term of this Agreement, conditioned upon compliance with the terms of this Agreement, to use its Intellectual

Property to promote the goodwill and sale of the Products, subject to the approval of NeuroScience. NeuroScience may, in its sole discretion, terminate HCP's limited license to use the Intellectual Property at any time upon written notice, and all licenses shall automatically terminate upon termination of this Agreement. All use of NeuroScience's name and Intellectual Property will need prior approval from NeuroScience.

- B. **Use of Intellectual Property, Generally.** HCP shall not use or affix any Intellectual Property to any product or other material sold or otherwise conveyed to any Client or other third-party except in accordance with this Agreement. HCP shall indicate NeuroScience's ownership by its trademarks, service marks and copyrights by using ©, ™, SM or ®, as applicable.
- VI. Compliance.
- A. **Compliance with all Laws and Regulations.** HCP shall comply with all applicable laws and regulations relating to the advertising, promotion, sale, distribution and use of Products. If any part of this Agreement, in whole or in part, is deemed to be in violation of any state or federal law or regulation, the parties shall undertake to reform its terms to be in compliance or the Agreement shall terminate immediately.
 - B. **No Off-Label Claims.** HCP shall not make any false or misleading representations regarding the Products nor make any representations or warranties with respect to the Products that are not contained within or reasonably consistent with NeuroScience's literature describing the Products.
 - C. **Adverse Events.** HCP shall promptly notify NeuroScience or Distributor of any complaint or adverse claim about any Product or its use of which HCP becomes aware and to provide reasonable assistance in the investigation of any such complaint or claim.
- VII. Termination; Suspension; Survival. This Agreement, may be terminated by either party at any time by giving the other party written notice of such termination. In the event of termination all funds owed to NeuroScience for Products sent as of the termination date and received by HCP thereafter shall be immediately payable. In lieu of termination, NeuroScience may elect to suspend HCP for breach until HCP has cured such breaches to NeuroScience's satisfaction. Upon termination, HCP shall immediately cease all use of the Intellectual Property, as well as any use of a mark, symbol or device that in the sole discretion of NeuroScience is likely to be confused with any of the Intellectual Property.
- VIII. DISCLAIMER OF WARRANTIES. NEUROSCIENCE WARRANTS THAT THE PRODUCTS SHALL BE FREE FROM MATERIAL MANUFACTURING DEFECT UPON RECEIPT BY HCP. NEUROSCIENCE EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, CORRECTNESS, COMPLETENESS, SAFETY, OR RELIABILITY, WHETHER ARISING BY LAW, COURSE OF DEALING, OR OTHERWISE.
- IX. LIMITATION ON LIABILITY. EXCEPT FOR A PARTY'S INDEMNIFICATION, INTELLECTUAL PROPERTY, OR LIQUIDATED DAMAGES OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS TO BE PROVIDED UNDER THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. NEUROSCIENCE'S LIABILITY FOR MONEY DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCT TO BE PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE PRICE OF THE PRODUCTS AT ISSUE, OR TO THE EXTENT NO PRODUCT IS AT ISSUE, THE TOTAL AMOUNT PAID BY HCP TO NEUROSCIENCE PURSUANT TO THIS AGREEMENT. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE LEGAL THEORY OF LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY WHATSOEVER.
- X. Additional Provisions.
- A. **Governing Law; Disputes.** The laws of Wisconsin, without giving effect to its principles of conflicts of law, govern any dispute arising in connection with this Agreement. Any proceeding arising out of this Agreement may be brought only in the state courts in Polk County, Wisconsin or federal courts in the Western District of Wisconsin, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. HCP shall pay NeuroScience's legal fees in connection with enforcing this Agreement.
 - B. **Representations.** HCP's representations made in the Account application and this Agreement are true and correct. HCP shall promptly advise NeuroScience if those representations are no longer true and correct.

NEUROSCIENCE PRODUCT RESALE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Product Resale Agreement by their authorized representatives as of (date) _____

Business Information

Business Name: _____

Healthcare Provider Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Will you be using the internet for the sale of NeuroScience products?

Yes No

Website URL (if checked yes above): _____

Print Name: _____

Title: _____

Signature: _____