



**FOODSCIENCE, LLC BRAND PROTECTION POLICY**  
**Effective Date: May 1, 2021**

This FoodScience, LLC Brand Protection Policy ("Brand Protection Policy") is issued by FoodScience, LLC ("FoodScience") and applies to Authorized Resellers of DaVinci® Laboratories of Vermont, Little DaVinci®, and DaVinci® Benefits Line™ products ("Product(s)") in the United States of America. By purchasing Products from FoodScience or a FoodScience Authorized Distributor for resale, you ("Reseller") agree to adhere to the following terms. Until such status is otherwise revoked by FoodScience in FoodScience's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller". This Brand Protection Policy supplements any then-current retailer agreement between you and FoodScience and supersedes any health care professional reseller agreement you may have with FoodScience. FoodScience 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 a 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 a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, or promote the Products outside the United States of America without FoodScience's prior written consent.

2. **Online Sales.**

(a) 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) is operated by Reseller in Reseller's legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace);
- (iii) **has been registered with FoodScience through the Permissible Public Website Registration Form available at [davincilabs.com](http://davincilabs.com)**; and
- (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached as Exhibit A, as FoodScience may amend from time to time.

(b) Resellers that are a health care professional with a license/certification (if required by law) or a business entity that has a healthcare professional as an owner, member, operator, manager, director, or other similar authority involved in the sales of Products are authorized to sell the Products on an "ePharmacy" that is operated by a FoodScience Authorized Distributor on behalf of the Reseller. An "ePharmacy" is a website, micro-site, or mobile application that (i) is operated by the Authorized Distributor in its legal name or registered fictitious name, (ii) is primarily used to facilitate Product orders from End Users on behalf of health care professional Resellers, and (iii) requires the prospective End User to create an account and log-in to purchase the Products.

(c) **Reseller shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website and/or an ePharmacy without the prior written consent of FoodScience.**

(d) FoodScience 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

FoodScience and Reseller regarding the sale of the Products online. Any authorization previously granted to Reseller by FoodScience to sell the Products on or through any other website, mobile application, or other online forum is revoked.

(e) Reseller agrees to promptly notify FoodScience of any change to the information submitted on its Permissible Public Website Registration Form by reregistering the Permissible Public Website with FoodScience at [davincilabs.com](http://davincilabs.com).

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 FoodScience. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business and/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 FoodScience or the Products. Reseller shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Product Care, Customer Service, and Other Quality Controls attached as Exhibit B, as FoodScience may amend from time to time.

5. **Intellectual Property.**

(a) Reseller acknowledges and agrees that FoodScience owns all proprietary rights in and to the FoodScience®, DaVinci® Laboratories of Vermont, Little DaVinci®, and DaVinci® Benefits Line™ brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "FoodScience IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the FoodScience 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 FoodScience IP shall inure solely to the benefit of FoodScience.

(b) Reseller's use of the FoodScience IP shall be in accordance with any guidelines that may be provided by FoodScience from time to time, including those available at [davincilabs.com](http://davincilabs.com), and must be commercially reasonable as to the size, placement, and other manners of use. FoodScience reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the FoodScience IP at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by FoodScience and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any FoodScience product name or trademark, nor a misspelling or confusingly similar variation of any FoodScience product name or trademark.

6. **Termination.** FoodScience 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 the Products or has any affiliation whatsoever with FoodScience; and (iii) using all FoodScience IP.

7. **Modification.** FoodScience 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 FoodScience IP, or use of any other information or materials provided by FoodScience to Reseller will be deemed Reseller's acceptance of the amendments.

**EXHIBIT A**  
**ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by FoodScience 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 sent at the time of purchase.
3. At FoodScience'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 FoodScience for review upon request. Reseller agrees to cooperate with FoodScience 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 FoodScience.
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. Reseller shall ensure that any third-party logistics provider engaged by Reseller to store inventory or fulfill orders for the Products is aware of and complies with all product quality controls and customer service standards described herein or otherwise conveyed to Reseller by FoodScience. Reseller shall ensure that any such third-party logistics provider stores Reseller's inventory of Products separately from any Products owned by any third party. Upon request by FoodScience, Reseller shall disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and shall cooperate with FoodScience in investigating any concerns related to the Products that may relate to Reseller's use of a third-party logistics provider. Under no circumstances shall Reseller permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than Reseller's.

**EXHIBIT B****PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by FoodScience regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Products shall be stored in a sanitary environment away from direct sunlight. Unless otherwise instructed by FoodScience, Products shall be stored at room temperature in a cool dry place and tightly capped. Products must be handled in accordance with good industrial hygiene and safety practices.
2. 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.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. 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. Do not dilute Products.
4. Do not resell any Product that has been returned opened or repackaged.
5. 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 FoodScience at [dvpolicycomm@foodsciencecorp.com](mailto:dvpolicycomm@foodsciencecorp.com).
6. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired or within 90 days of expiration. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by FoodScience and applicable law.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
8. Cooperate with FoodScience with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with FoodScience with respect to any Product recall or other consumer safety information dissemination efforts.
10. Report to FoodScience any customer complaint or adverse claim regarding the Products and assist FoodScience in investigating any such complaints or adverse claims.
11. Cooperate with FoodScience 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.



**FOODSCIENCE, LLC  
MINIMUM ADVERTISED PRICE POLICY  
FOR THE UNITED STATES OF AMERICA**

Effective: May 1, 2021

**I. PURPOSES OF THIS MAP POLICY**

FoodScience, LLC (“FoodScience”), the maker of DaVinci® Laboratories of Vermont, Little DaVinci®, and DaVinci® Benefits Line™ products, has determined that certain advertising practices undermine FoodScience’s trade reputation, brands, and premium image within the target consumer population and discourage FoodScience’s resellers from investing in the FoodScience’s brands and product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of its brands, FoodScience is unilaterally instituting a minimum advertised price policy for the FoodScience products set forth in the MAP Schedule, which is accessible below in Section II (the “Covered Products”), which will be made available to all Resellers and may be amended by FoodScience in its sole discretion at any time. This Minimum Advertised Price Policy (this “MAP Policy”) supersedes and replaces all prior pricing policies and applies to all authorized Resellers who resell Covered Products to end user customers (collectively, “Reseller(s)”) located in the United States of America.

**II. WHAT CONSTITUTES THE MINIMUM ADVERTISED PRICE**

The Minimum Advertised Price (the “MAP”) for the United States market is set forth in the MAP Schedule available at [davincilabs.com](http://davincilabs.com) under the “FOR DOCTORS” heading at the bottom of the homepage.

**III. ADVERTISING SUBJECT TO THIS MAP POLICY**

This MAP Policy applies to all advertisements of Covered Products, which includes all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, public signage (except signs displayed within a brick-and-mortar selling location), inserts, websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to end user customers or prospective end user customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

While Resellers remain free to advertise and sell all FoodScience products at any price they deem appropriate, it is a violation of this MAP Policy for a Reseller to advertise any Covered Product at a price lower than the MAP. Such advertisements that violate this MAP Policy include, but are not limited to:

- i. Offering coupons, discounts, reseller rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional



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code, website-wide sale, or other similar provision that can be applied to the Covered Products.

- ii. Bundling any Covered Product(s) with other products or services (whether made by or provided by FoodScience or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- iii. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for the Covered Product may be found at the Final Online Checkout Stage of a transaction. The Final Online Checkout Stage is when the Covered Product is put into a shopping cart that contains the end user customer’s name, shipping address, email address, and payment information.
- iv. Permitting any third party to alter the advertised price for any Covered Product.
- v. Direct or indirect attempts to circumvent this MAP Policy also violate this MAP Policy.

#### **IV. WHAT IS NOT A VIOLATION OF THIS MAP POLICY**

It is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response. This MAP Policy also does not apply to signage displayed within a brick-and-mortar selling location; 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); and pricing information displayed at the Final Online Checkout Stage of a transaction. The pricing information in the “shopping cart” or at the Final Online Checkout Stage 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.

#### **V. THIS MAP POLICY IS A UNILATERAL POLICY ONLY**

**This MAP Policy does not constitute an agreement between FoodScience and any other entity.** FoodScience neither solicits nor will it accept any assurance of compliance with this MAP Policy from any Reseller or any other party. Each Reseller must independently choose whether to comply with the terms of this MAP Policy. In other words, this MAP Policy does not affect the prices that a Reseller ultimately charges for FoodScience products, including the Covered Products. This MAP Policy is not negotiable and will not be altered for any individual Reseller.

#### **VI. NON-COMPLIANCE**

FoodScience will take the following actions against any Reseller that fails to comply with this MAP Policy with respect to the advertisement of any Covered Product:

- i. **For a Reseller’s first violation**, FoodScience will notify the Reseller in writing of such failure and will issue the Reseller a written warning.
- ii. **For a Reseller’s second violation**, FoodScience will notify the Reseller in writing of such failure and will immediately place the Reseller’s account on shipping hold for sixty (60) days. FoodScience will revoke its acceptance of any pending orders, cancel any



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pending shipments to the Reseller, and not accept any new orders from the Reseller during this 60-day period.

- iii. **For a Reseller's third violation**, FoodScience will terminate its business relationship with the Reseller. FoodScience will revoke its acceptance of any pending orders and cancel any pending shipments to the Reseller.

This MAP Policy will be enforced by FoodScience in its sole discretion and without notice. FoodScience shall be solely responsible for determining whether a violation of this MAP Policy has occurred. Resellers have no right to enforce this MAP Policy.

## **VII. MAP HOLIDAYS**

From time to time, FoodScience may choose to offer MAP holidays or special promotions on certain Covered Products that are applicable to all Resellers, during which periods a Reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated this MAP Policy. FoodScience reserves the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change or authorized promotion.

## **VIII. MAP POLICY ADMINISTRATION**

No employee or sales representative of FoodScience has any authority to discuss, modify, or grant exceptions to this MAP Policy; solicit or obtain the agreement of any person to this MAP Policy; or otherwise discuss any aspect of this MAP Policy with any Reseller, including that Reseller's or any other Resellers' compliance with the terms of this MAP Policy. All questions about this MAP Policy should be directed in writing to the MAP Administrator at [davinciMAP@foodsciencecorp.com](mailto:davinciMAP@foodsciencecorp.com). FoodScience will accept no other form of communication from Resellers regarding this MAP Policy.

FoodScience may update, revise, suspend, amend, terminate, or reinstitute this MAP Policy in its sole discretion by providing at least seven (7) calendar days' notice to Resellers. The terms of this MAP Policy are strictly confidential and may not be disclosed to other parties.