

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**; 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.

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, 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.
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.