

Reseller Sales and Advertising Policy

Revised April 15, 2021

Calroy Health Sciences, LLC (“Calroy”) sells Arterosil® branded products (“Products”) for resale only to or through licensed healthcare practitioners who have applied, submitted proof of professional licensure, and been approved by Calroy (“Reseller or Resellers”). Resellers agree to fully comply with all provisions of this Reseller Sales and Advertising Policy (“Policy”).

Calroy has implemented this Policy to ensure its Products are sold by qualified Resellers who educate consumers on the Products’ benefits, which benefits both consumers and Calroy’s brand image. Calroy expects that all Products will be sold through such methods.

Permitted Online Sales

Online sales of Products may be made at Arterosil.com, on Resellers private practice websites, and on pre-approved healthcare professional online dispensaries, so long as all such sales follow all provisions of this Policy, including but not limited to only using the marketing materials found in the Marketing Toolkit, and strict compliance with the Minimum Advertised Price (MAP) policy. Products may not be sold or advertised on third-party websites such as Amazon, eBay, Swanson, Vitacost, etc., and as further described below.

Arterosil.com Sales

A Reseller may advertise the availability of Products on Arterosil.com, which allows their patients to purchase directly from Calroy by using the Reseller’s unique referral code. Such advertising must fully comply with all provisions of this Policy, including but not limited to only using the marketing materials found in the Marketing Toolkit, and strict compliance with the MAP Policy, both as defined below.

Reseller’s Private Website Sales

Resellers may advertise and sell Products on their private practice website or site controlled by them, provided that such advertising fully complies with all provisions of this Policy, including but not limited to only using the marketing materials found in the Marketing Toolkit, and strict compliance with the MAP Policy, both as defined below. Reseller owned websites/domain names must be registered to the individual or the business name of the Reseller.

Marketing Toolkit

Calroy maintains an online repository of the images, textual descriptions, graphics, logos, videos and related digital content that are authorized for use by Reseller to market and sell the products (hereinafter the “Marketing Toolkit”). Content not found in the Marketing Toolkit is not authorized for use. Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the content found in the Marketing Toolkit, in the form supplied, using the file names as supplied, solely for purposes of marketing and selling the Products as set forth herein. Content found in the Marketing Toolkit may not be used to market any product or service other than Calroy Products.

Minimum Advertised Price Policy

Calroy has determined that advertising its products at a price below levels that Calroy deems sufficient to support a high level of patient education discourages the commitment and investment of our Resellers and customers in the brand and undermines Calroy's trade reputation, brand, and image within the target consumer population. To this end, Calroy has adopted this unilateral Minimum Advertised Price Policy ("MAP Policy"), which applies to all authorized sellers of Calroy products.

Calroy publishes both a suggested retail and a Minimum Advertised Price ("MAP") for each of its Products. While each Reseller may sell Products at any price, any Public Facing Advertising of price must be at MAP or higher. "Public Facing Advertising" for purposes of this MAP Policy includes any communication to non-patients of Reseller; any public-facing or publicly searchable communication, website, blog, social media, and any other communication that Calroy, in its reasonable discretion, thinks will harm the goals of this Policy. In addition, any Public Facing Advertising that states, infers or suggests that Calroy Products may be available at any price less than the current MAP price (such as "see special price in cart" or "discount shown at checkout", etc.) is strictly prohibited.

Calroy provides each Reseller with a unique patient referral code ("Referral Code"), which may be given to patients of Reseller's to allow such patients to purchase Products at Arterosil.com. Any Public Facing Advertising that states, infers or suggests that use of the Referral Code will or may make Calroy Products available at any price less than the current MAP price (such as "discount code", "sale code", "coupon code", "special price code", etc.) is strictly prohibited.

Notwithstanding the above, Resellers may inform their private patients of their chosen sell price, even if such price is less than MAP, as long as such communication is done in a private manner, either through patient-direct private communication such as emailing or mailing directly to patients, in-office signage, or via a password-protected patient-only area of the Reseller's website.

Suggested retail and MAP prices are posted in the Reseller's "My Account" section of the Arterosil.com website, and are subject to change at any time. The Minimum Advertised Prices are unilaterally set by Calroy and are not open to discussion or negotiation with any Reseller or customer.

Violations of MAP Policy

Calroy has adopted a zero-tolerance approach to MAP violations. Should a Reseller violate this MAP Policy, Calroy will terminate its business relationship with that Reseller.

No Ratings, Reviews or Testimonials

Resellers may not use or display any ratings, reviews, testimonials, or content written by patients or Resellers in any capacity.

Retail Pharmacy Sales

Licensed pharmacist Resellers may sell Products in retail pharmacy settings so long as Products are placed "behind the counter", out of sight of customers.

No Sales in Retail or other non-Healthcare Practitioner Office Settings

Other than dispensaries located within a healthcare practitioner's office, Products may not be offered for sale in retail establishments whether online or "brick and mortar." This includes but is not limited to big-box stores, medium or small retail stores, "mom and pop" shops, trade show booths, fairs, kiosks, carts, etc.

No Sales for Resale

Products may not be sold, either directly or indirectly, or assigned or transferred in any way to any person or entity who, in the Reseller's reasonable expectation, may resell any or all of the Products to a third party, including any third party reseller or distributor, or in any way or do anything else with the Products other than consume them as intended.

No Third-Party Websites

Calroy does not authorize nor permit sales or advertising of its Products on third-party websites of any type. This includes but is not limited to websites such as Amazon, eBay, Swanson, Vitacost, etc. Calroy reserves the right to inform any such third-party website provider that sales and/or advertising of Calroy Products on their website is in violation of this Policy, and to demand that Calroy's Products be immediately removed from such websites. The sale of Products on any such website will be considered a violation of this Policy by the Reseller to whom the Products were originally sold and subject to the penalties described below.

Non-Disclosure of Reseller Price

The price at which Calroy sells Product to its Resellers is strictly confidential. Resellers may not disclose their purchase price of any Product to any person or entity except those who are professionally associated with the Reseller's practice and have a legitimate need to know, such as an accountant or office staff.

Affiliate Programs

Calroy Products may not be offered as part of any affiliate marketing program.

Business Partners/Affiliates:

Products may not be re-sold or re-distributed by a Reseller to any affiliate or business partner of Reseller without Calroy's knowledge and prior written consent, which may be withheld in Calroy's sole discretion.

Trademarks and other Intellectual Property

Reseller acknowledges and agrees that Calroy owns all rights in and to the Calroy and Arterosil brand, name, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Calroy IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Calroy IP found in the Marketing Toolkit, in the form supplied, using the file names as supplied, 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 Calroy IP shall inure solely to the benefit of Calroy.

No person or entity shall have the right to affix any Calroy IP to any product or other material other than as described herein or as found in the Marketing Toolkit. Reseller's agree to use the symbols ™ and ®, as appropriate, when displaying the trademarks, which is intended to indicate Calroy's ownership of the trademarks and shall not be construed as a claim to ownership by Reseller. Reseller's use of the trademarks must be accompanied by a statement substantially as follows: "[Insert trademark(s) here ®] are trademarks of Calroy Health Sciences, LLC, and are used with permission." Calroy may review 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 Calroy, even if Calroy has previously approved or accepted Reseller's website or the material displayed thereon.

Reseller may not use any Calroy Product names, trademarks or copyrights as any part of a URL or domain name. All content on Calroy's websites and contained within the Marketing Toolkit, including text, graphics, images, video clips and audio clips, is the property of or licensed by Calroy, and is protected by U.S. and international copyright laws. Reseller may not use, copy, reproduce, distribute, publish, display, modify, create derivative works, transmit, or in any other way exploit any part of copyrighted material without express written permission from Calroy.

Logos and Images

The Calroy and Arterosil logos and images may be used only in the form supplied in the Marketing Toolkit for use on Reseller-owned websites, and neither the file name nor the name of the image may be changed or modified from the original form as supplied by Calroy.

Additional Remedies

In addition to the remedies described herein, Calroy reserves all rights to protect its trademarks and other intellectual property using all available legal remedies as provided under State and Federal law.

No Disease Claims

In an effort to protect Resellers and Calroy from potential legal liability due to the clear requirements of the Food and Drug Administration prohibiting disease claims from being associated with dietary supplements, Calroy dietary supplements may not be displayed or mentioned in association with any disease claims. Only approved structure/function claims that appear on the public facing pages of the [Calroy.com](https://www.calroy.com) website, or in the Marketing Toolkit, may be used. The statements found on Arterosil.com have not been evaluated by the Food and Drug Administration. Products are not intended to diagnose, treat, cure or prevent any disease.

Protected Areas on Website for Practitioner Education Only

Calroy maintains protected areas on Arterosil.com and other websites that are not considered part of the public facing pages. Only licensed healthcare practitioners are authorized to access the protected material. The information Calroy posts in protected areas is provided to educate licensed healthcare practitioners about past, present and future research and other matters regarding Products, ingredients and related subjects. The information contained therein may not be disseminated to any patient or other member of the general public, nor to media, nor distributed by any means, whether online or offline. The statements found in the protected areas are not claims, but rather, the sharing of data and information with licensed healthcare professionals, for their educational purposes only.

Right to Require Changes

Calroy may require Reseller to make changes to Reseller's website at any time to the extent Reseller is using the trademarks in a manner that violates applicable FDA or FTC regulations, any other applicable laws or regulations, or this or other Calroy policies. Any use of the trademarks by Reseller shall inure to the benefit of Calroy.

Right to Revise

Calroy may, in its sole discretion, revise or eliminate this Policy at any time. Calroy may also revise or terminate Reseller's non-exclusive, limited license to use the trademarks at any time in its sole discretion upon written notice.

No Waiver of Enforcement

Any failure or delay by Calroy in enforcing any provisions of this Policy or any of Calroy's rights in any of the trademarks shall in no way be considered a waiver of such provisions or rights and shall in no way prevent Calroy from enforcing the same at a later date.

Violations of Policy

Resellers who violate any provision of this Policy will receive written notice from Calroy that they are in violation. Notice will be delivered via email, using the Reseller email on file at Arterosil.com. Except for violations of the MAP Policy (which will result in immediate termination), Calroy will take the following actions against any Reseller that fails to comply with this Policy with respect to the sale of any Calroy Product:

- i. For a Reseller's first violation, Calroy will place Reseller's account on shipping hold for thirty (30) days.
- ii. For a Reseller's second violation of the Policy, Calroy will terminate its business relationship with the Reseller.

Immediately upon notice Reseller will be required to cease all use of the trademarks on Reseller's website or in any other manner on the Internet or elsewhere. Resellers who correct their violation and come into full compliance with this Policy within ten (10) calendar days of notice should notify Calroy. If Calroy, at its sole unilateral discretion, determines Reseller is back in compliance with this Policy, Reseller's account will be reactivated so Reseller may purchase the Products, and use the trademarks in accordance with this Policy and otherwise enjoy the benefits of being a Reseller. Reseller acknowledges that upon any subsequent breach of any provision of this Policy, Calroy may terminate Reseller's account without advance notice. While Calroy expects to follow this penalty process, Calroy reserves the right for egregious violations to immediately stop the sale or supply of any Products to any person or entity who violates any provision of this Policy.

Questions and Comments about the Policy

Any questions about this Policy should be directed to the Calroy Policy Administrator ("Policy Administrator"), currently at policyadmin@calroy.com. Only the Policy Administrator is authorized to communicate any decisions of Calroy regarding the Policy.

Any complaints regarding the actions of any Reseller or other seller can be sent to the Policy Administrator. The Policy Administrator might acknowledge receipt but Calroy will unilaterally and in its sole discretion determine the appropriate next steps regarding all such information and may or may not communicate such decisions to the informing party.