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585-52 North Bicycle Path • Port Jefferson Station, New York 11776

www.occunomix.com

AUTHORIZED WHOLESALER POLICY

Effective Date: 9/1/23

OccuNomix International LLC (“OccuNomix”) recognizes the value to consumers of a distribution network that stocks, promotes and supports OccuNomix Products. OccuNomix Products include, but are not limited to, OccuNomix™, MiraCool™, MiraWarm™, Hyperkewel™, TechNiche™ and OK-1™ products (collectively the “Products”). To ensure that OccuNomix consumers continue to receive a quality sales experience and outstanding customer service and support without doing harm, diminishing, or diluting the OccuNomix brand nor causing consumer confusion, OccuNomix sells the Products only through authorized distribution channels. To maintain the integrity of the authorized distribution channels, OccuNomix has implemented an authorized reseller policy (the “Authorized Reseller Policy”), which applies to each person, firm or entity (a “Authorized Reseller”) that purchases OccuNomix Products for resale to end user customers.

To support our wholesale partners, OccuNomix has also implemented an authorized wholesaler policy (the “Authorized Wholesale Policy”). Any wholesaler that violates this Authorized Wholesale Policy is and will be deemed an “Unauthorized Wholesaler,” and as such, shall have no right to: (i) sell the Products, (ii) use OccuNomix’s intellectual property, including any of its trademarks or copyrights, or (iii) offer OccuNomix’s warranty applicable to any of the Products.

1. **Applicability.** This Wholesaler Policy applies to all resales of the Products to third party distributor or retail businesses. Regardless as to where the Products were acquired, the wholesaler must comply with the terms of this Policy. “Wholesaler” shall include any of OccuNomix’s direct wholesaler customers who purchase OccuNomix Product and is an Authorized Wholesaler with OccuNomix. No other wholesaler is authorized to resell OccuNomix Products to distributors.
2. **Sales to Authorized Third-Party Resellers Only.** Wholesaler is authorized to sell Products purchased from OccuNomix only to Authorized Resellers. An Authorized Reseller is an individual or business entity that (i) purchases product from OccuNomix or an OccuNomix Authorized Wholesaler and resells the product to only consumer or end user customers (defined as any purchaser of the Product who is the ultimate user of the Products); (ii) has received and abides by the OccuNomix Authorized Reseller Policy; and (iii) has not had its Authorized Reseller status revoked by OccuNomix or has been determined to be ineligible to become an Authorized Reseller by OccuNomix. Wholesaler shall not sell Products to end user consumers without OccuNomix’s prior written consent. If any customer or prospective distributor or retailer of Wholesaler is not yet an Authorized Reseller, Wholesaler shall immediately provide the Authorized Reseller Policy to such customer/prospective distributor. Wholesaler may thereafter sell Products to such customer, which shall thereafter be an “Authorized Third Party Reseller” unless and until OccuNomix revokes such status at its sole discretion.
3. **Online Guidelines.** Wholesalers are authorized to advertise, promote, list, sell, transfer, ship or invoice Products thru permissible websites (“Permissible Websites”) in accordance with the terms and conditions below.
 - a) A Permissible Website is a website or mobile application that (i) is operated by the Wholesaler in the Wholesaler’s legal name, (ii) conspicuously states Wholesalers legal name, mailing address, phone number, and/or email address; and (iii) does not give the appearance that it is operated by OccuNomix or any third-party. A website operated by Wholesaler to facilitate orders from distributors/retailers (Resellers) that requires an account login to view Product listings and pricing information is considered a Permissible Website.
 - b) The Permissible Website must feature a professional and visually appealing design that is consistent with and will promote OccuNomix’s images within the branding standards set forth by OccuNomix.



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- c) The Permissible Website shall have a mechanism for receiving, recording and responding to customer feedback and requests and enable the Wholesaler to use reasonable efforts to address distributor customer feedback and inquiries received in a timely manner.
 - d) The Permissible Website shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
 - e) In marketing and merchandising the Products on Permissible Websites, Wholesaler must only use images of Products either supplied by or authorized by OccuNomix. Wholesaler is responsible for keeping Product images up to date.
4. **No Sales on Online Marketplaces.** Wholesaler may not advertise or offer OccuNomix Products for sale, directly, indirectly or by referral in any manner on or through any third party retail website, online marketplace, drop ship or auction site, or any comparable website or mobile app, or on or through any marketing website affiliated with any such site without prior written consent from OccuNomix. Examples of such online marketplaces include Amazon.com, eBay.com and Jet.com, among others. The activity described above and prohibited by this Wholesaler Policy is referred to herein as Marketplace Reselling. The Wholesaler Policy applies to Marketplace Reselling by or for the benefit of a Wholesaler under any trade name or d/b/a used directly or indirectly by the Wholesaler or any affiliate or associate of the Wholesaler (without regard to whether OccuNomix or any direct customer is aware of such trade name usage).
 5. **Handling and Storage.** Wholesaler agrees to handle and store the Products in a safe manner and in compliance with Handling and Storage instructions provided by OccuNomix, including instructions provided on Product labels. Wholesaler will ensure that any Products it purchased are stored in secure, climate-controlled, low humidity and dry environment. Products should be kept away from hazards that can cause mold/mildew, soiling, punctures, dents or other physical damage. Wholesaler shall not list, advertise, promote, sell, transfer, ship or invoice any Product as “new” that has been returned open, repackaged or shown signs of use.
 6. **Product Packaging and Display.** Wholesaler will represent the Products in a professional manner and refrain from any conduct that could be detrimental to the reputation of OccuNomix and the Products. Wholesaler shall 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. Wholesaler may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Wholesaler shall not advertise, market, display, or demonstrate non- OccuNomix Products together with the Products in a manner that would create the impression that the non- OccuNomix Products are made by, endorsed by, or associated with OccuNomix.
 7. **Trademarks & Other Intellectual Property;** Wholesaler acknowledges and agrees that OccuNomix owns all proprietary rights in and to the OccuNomix brand names, logos, trademarks, service marks, copywrites and other intellectual property. Wholesalers that comply with this Policy have a limited, non-exclusive, non-sublicensable, revocable license to use OccuNomix’s trademarks and copyrights in connection with the sale of the Products. Wholesaler shall not alter, modify, or change any trademark or copyright, nor shall Wholesaler use any trademark or copyright other than for the promotion and sale of the Products, nor shall Wholesaler use any trademark or copyright in any manner that negatively impacts such trademark or copyright or the OccuNomix. Failure to comply with the Policy will result in the automatic revocation of the license granted herein and a total forfeiture of the rights granted herein. OccuNomix reserves the right to revoke this license at any time for any or no reason. Wholesaler shall not create, register or use any domain name, social media surname or mobile application name that contains any brand name, Product name or trademark (or any misspelling or confusingly similar variation) owned by OccuNomix.
 8. **Product Inspection.** Promptly upon receipt of the Products, Wholesaler agrees to inspect the Products for damage, defects, evidence of tampering, or other non-conformances (a “Defect”). If any Defect is identified, Wholesaler must not offer the Product for sale and must promptly report the Defect to OccuNomix.
 9. **Recall and Consumer Safety.** To ensure the safety and well-being of the end users of the Products, Wholesaler agrees to cooperate with OccuNomix with respect to any Product recall or other consumer safety information dissemination efforts.
 10. **Product Knowledge.** Wholesaler must obtain sufficient product knowledge to advise end users customers on selection, installation/use, operation/application, maintenance and safe use of product, as well as any applicable warranty, guarantees, returns, or policies. Wholesaler shall be available to respond to customer questions and concerns both before and after sale of Products and respond to customer inquiries in a timely manner.
 11. **Customer Service.** Wholesaler will maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions. At OccuNomix’s request, Wholesaler will provide any reports or other information related to such customer services.



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12. **Product Loss and Theft.** If any significant quantity of Products purchased by Wholesaler are lost or stolen, Wholesaler will promptly report such event to OccuNomix.
13. **Report Unauthorized Resellers.** If Wholesaler has information or reasonably suspects that any person is purchasing and reselling or distributing Products in a manner not authorized by OccuNomix or in violation of this Policy, Wholesaler must promptly notify OccuNomix. If OccuNomix determines in its sole discretion that there has been a violation of the Authorized Reseller Policy and so notifies the Reseller, the Reseller must cease any Marketplace Reselling within two business days of the date the Reseller receives notice from OccuNomix by removing all offers for OccuNomix Products on any website as referenced above.
14. **Support of Manufacturer's Warranty.** Wholesaler may extend to any proper purchaser of the Products the original manufacturer's warranty in accordance with its terms. Wholesaler may not modify or alter the original manufacturer's warranty, represent or characterize the original manufacturer's warranty in any misleading manner, or extend its own warranty with respect to the Products. Failure to comply with this Policy will result in the total forfeiture of Wholesaler's right to offer OccuNomix's consumer warranty.
15. **Other Information, Documents and Reports.** Wholesaler must provide OccuNomix with any supplemental information, documents and reports that OccuNomix may request in order to validate Wholesaler's compliance with this Policy and to support OccuNomix's warranty support and customer support obligations and initiatives.
16. **Subject to Change.** The Wholesaler Policy is a unilateral policy issued by OccuNomix and is subject to change at any time in OccuNomix's sole discretion.
17. **Termination.** OccuNomix reserves the rights to terminate wholesaler status as an Authorized Wholesaler with written or electronic notice. Upon termination of Wholesaler's status as an Authorized Wholesaler, Wholesaler shall immediately cease selling Products, using OccuNomix intellectual property, and acting in a manner that reasonably gives the impression that wholesaler is an Authorized Wholesaler of OccuNomix Products within seven (7) business days.
18. **Confidentiality.** The Wholesaler Policy, and its attachments, if any, constitute confidential, proprietary information of OccuNomix 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 written consent of OccuNomix.

Please make sure that all appropriate people within your organization receive a copy of this Wholesaler Policy. This Wholesaler Policy is in addition to and separate from all other OccuNomix policies.

Thank you for your continued support of OccuNomix and all our brands. If you have any questions regarding the Authorized Wholesaler Policy, please contact us at Sales@OccuNomix.com.