

GENACOL INTERNATIONAL CORPORATION INC. RESELLER DOCUMENTATION AND POLICIES

- **Authorized Reseller Policy - updated May 2018**
- **Minimum Advertized Pricing Policy - updated February 2017**
- **Genacol Acknowledgment of Understanding**

Genacol International Corporation Inc. Authorized Reseller Policy

This Genacol International Corporation Inc. (“Genacol”) authorized reseller policy (“ARP”) was first made effective on April 1st, 2017 and has been updated on May 10th 2018. This Policy has been established solely and unilaterally by Genacol, and will be administered unilaterally and enforced by Genacol in accordance with the terms hereof. Each reseller, seller and Reseller of Genacol products (hereinafter defined) (each, a “Reseller”) shall be made aware (by email, fax, link to our website or by phone,) of this Policy and all exhibits hereto, as well as any updates or modifications to the Policy and exhibits made by Genacol from time to time in its sole discretion.

1 - Purpose of this policy

As the brand owner of dietary and health supplements products, Genacol invests each year in research and development, marketing and distribution. Product safety and brand integrity are the cornerstone of our business, any breaches of these two pillars could cause severe prejudice to our business and our brand. The purpose of this policy is twofold:

- 1) Ensure and guarantee the safety and traceability of our products sold to the consumer.
- 2) Protect and strengthen our intellectual property rights by circumscribing the usage of our trademarks and keeping exclusive right on international markets and marketplaces.

2 - Policies and Restrictions

2.1. Copyright and Trademark

Genacol is a registered trademark in the US, Canada, Mexico, EU and several other countries and jurisdictions. The name, image and integrity of the Genacol brand must be protected at all times. Content displayed on Genacol’s websites, in brochures, advertisements, product packaging, product information sheets and other marketing materials are copyrighted and trademarked.

2.2. Brand Representation

The unauthorized use of copyrights, trademarks, logos, manufacturing images, product images, url’s copy or other information on the internet without expressed consent is prohibited. All photos, images and products and/or company description content pertaining to or describing Genacol / AminoLock must be current and obtained directly from Genacol Headquarter . This information cannot be pulled from Genacol’s website or other internet sources, unless specifically directed in writing by Genacol. Resellers may not at any time register a domain name using the word Genacol. This information may be updated and amended at any time. Such amendments will be communicated via mail and/or email / or other means of communication to involved parties.

2.3. Information Disclosure

Websites where Genacol products are sold or advertised must provide access to the current and customer account holder, including his/her complete phone number, email and office address contact information. A reseller cannot sell Genacol product using a pseudonym or through anonymous representation. If a Genacol representative contact directly a seller who does not disclose their corporate name, they must comply promptly and respond to Genacol request by providing their account information (Corporate name, address, phone and account number). Furthermore, consumers of Genacol products that bought products via an authorized reseller must receive with their product(s) sufficient information about the reseller in order that if they contact Genacol customer care, Genacol representatives will be able to link the callers purchase to a reseller account.

2.4. International Markets

The industry of dietary supplements is highly regulated, each country has their own regulations and specifications related to permits, labeling and product information. In no circumstance is a reseller authorized to sell Genacol products outside of their designated market.

2.5. Amazon MX, US & CA marketplaces

Genacol has unilaterally designated Amazon marketplaces as exclusive territory. A Reseller may under certain conditions (see 2.3) request written permission to sell Genacol Brand products as a non-FBA seller (see definition below). In no case will a reseller be authorized to sell Genacol Products as a FBA seller or FBA Onsite Seller. Genacol USA will be the only authorized FBA seller. Therefore, Genacol products may not be sold on Amazon.com and any of its affiliates by anyone except for retailers who as a written authorization signed by Genacol. Resellers who violate these exclusive agreements are subject to immediate and permanent suspension of purchasing privileges.

2.6. Pricing Provisions and MAP POLICY

Authorized resellers must abide by the Minimum Advertised Price (MAP) Policy, as outlined below in this document (see page 4) The Minimum Advertised Price (MAP) Policy applies to all resellers including those that own stores, operate or manage websites, online clinics, pharmacies and authorized Amazon resellers. The MAP policy applies to all electronic, digital and online advertisements of Genacol products including but not limited to online catalogs, online brochures, websites, special offers, newsletters and electronic coupons or coupon codes. PLEASE NOTE THAT MAP PRICE POLICY IS INTENDED FOR USA AUTHORIZED RESELLERS ONLY.

3 - Failure to Comply

In order to preserve brand integrity, Genacol requires compliance with the terms and conditions outlined in this policy. If a reseller fails to comply with the terms of Section 2. 2.1. through 2.6 ., Genacol shall notify them via phone, email or standard mail of the violation and immediately place the customer's account on hold until the customer has come into compliance. Failure to comply with Section 2.3 referring to Information disclosure and Section 2.6 referring to Genacol's MAP policy may result in temporary revocation of the customer's wholesale purchasing privileges, suspension of the account or termination of the account. Genacol reserves the right to revoke the customer's wholesale price purchasing privileges and/or terminate the account of any customer in violation of any of the terms or conditions outlined in this policy with or without prior notice. Violation of any such terms automatically forfeits the account holder's ability to purchase products in any capacity.

Any question regarding this policy or the MAP Policy can be directed directly by email to compliance@genacol.ca

Definition

FBA SELLER: Is a seller that uses Fulfillment by Amazon (FBA), an e-commerce service in which third-party vendors store their products in Amazon's fulfillment centers and the e-commerce giant picks, sorts, packs, ships, tracks and handle returns and refunds for these products.

FBA ONSITE : Is a seller that uses Fulfillment by Amazon (FBA) Onsite e-commerce tools and service offered by Amazon.

Minimum Advertised Pricing (MAP)

This Genacol International Corporation Inc. (“Genacol”) Minimum Advertised Pricing (“MAP”) Policy (the “Policy”) was first made effective on the 1st day of June 2016. and was updated on February 13, 2017 to include Amazon Authorized Reseller/ Reseller Policy. These Policies have been established solely and unilaterally by Genacol, and will be administered unilaterally and enforced by Genacol in accordance with the terms hereof. Each distributor, reseller, seller and Reseller of Genacol products in the Territory (hereinafter defined) (each, a “Reseller”) shall receive a copy of this Policy and all exhibits hereto, as well as any updates or modifications to the Policy and exhibits made by Genacol from time to time in its sole discretion. GENACOL will require that each Reseller sign an **ACKNOWLEDGEMENT OF UNDERSTANDING for both policies.**

1 - General Guideline

A. Purpose

This MAP Policy is NOT intended to alter the independent contractor relationship between GENACOL and resellers . This MAP Policy does not confer, offer, or imply exclusive territory rights to Resellers . This MAP Policy’s purpose is to protect and preserve the integrity and branding of GENACOL products and trademark, throughout all channels of distribution.

B. Advertised Prices

This Policy sets forth the minimum price at which Resellers may advertise Genacol products, specifically, those listed in **Exhibit A** hereto (the “Products”). The minimum price at which Resellers may advertise the Products (the “MAP Price”) is set forth in **Exhibit A** next to each Product. **Exhibit A** may be modified or updated by Genacol from time to time upon reasonable written notice to the Resellers in writing by electronic transmission through email or facsimile. Any Reseller who advertises any Product below the then-current MAP Price shall be deemed in violation of this Policy.

C. Territory

This Policy shall be applicable to all Resellers in the United States (the “Territory”).

D. Definition of Advertising

For purposes of this Policy, “advertising” or “advertise” means any communication by a Reseller to a consumer identifying or referring to any Genacol product that is subject to this Policy, whether direct or indirect, in any media now known or hereafter invented, except as otherwise provided herein, including, without limitation, newspaper, magazine and catalogue advertisements; flyers; posters; billboards and other public signage; mailings and mail inserts (whether by regular mail or email); television, radio and internet video advertisements; internet pop-ups, banners, metatags, keywords or other search engine optimization advertisements; social media, blog and internet application postings and advertisements; coupons; and all automated responses to requests for pricing information, including, but not limited to, “click for price” and automated “bounce back” pricing emails; preformatted e-mail responses; forms; and automatic price displays for any item placed in an online “shopping cart.” “Advertising” or “advertise” shall not refer to (i) in-store advertising (where “in-store” refers solely to brick-and-mortar locations) that is not distributed to the consumer; or (ii) face-to-face or live, direct telephonic or electronic communications between a consumer and an actual Reseller representative (human to human interaction) in response to a specific inquiry from the consumer as to product pricing.

E. Online Resellers

As set forth in Section 1(d) above, posting prices on a Reseller's website, whether in banner advertisements, on product pages, in shopping carts, in automated pop-ups, email or other electronic communications shall be deemed “advertisements” hereunder, and shall be subject to this Policy. Notwithstanding the foregoing, this Policy is not intended to prevent online Resellers from communicating the actual price of the Products to customers at the point of purchase, which such actual price shall be determined by the Reseller's sole and exclusive discretion, pursuant to Section 2 (a) below. Accordingly, for the avoidance of doubt, it shall not be deemed “advertising” under this Policy to automatically display the price of a Product on the Reseller's “checkout” page. For purposes of this Policy, the “check-out” page shall be considered the point of purchase page, which is reached by the customer after

the shopping cart page, either by clicking a button that reads “proceed to purchase” or “check out” or “pay now” or something similar. Web pages displaying the items that have been placed in the customer’s shopping cart along with their prices which are not “checkout” pages pursuant to the definition set forth above shall be deemed “advertisements” hereunder and shall be subject to this Policy.

2 - Permitted Reseller Conduct

The activities described in this Section 2 shall not be deemed a violation of this Policy unless otherwise provided herein.

A. Resellers shall not be in violation of this Policy by advertising that a customer may “call for price” or “email for price” or something substantially similar thereto with respect to the Products, provided that no price below the MAP Price is set forth in the advertisement.

B. Genacol recognize the growing importance of major seasonal national sale events for retailers. In this regard Resellers will be permitted to sell under MAP during the following periods:

- During the Black Friday and Cyber Monday’s events: Starting from Friday after Thanksgiving and ending the next Monday for a total of 4 consecutive days.
- During the Boxing Day event: Starting on the 26th of December and ending on the 31st of December: for a total of 6 consecutive days.
- During Amazon Prime Day (A 30-hours sale event usually taking place in summer)

During these periods , Resellers will be able to advertise Genacol products below MAP for a maximum permitted discount representing 40% of MSRP.

C. To the extent Resellers are selling Products for less than the MAP Price, which is permitted under this Policy provided that the Reseller does not advertise such actual price, such Resellers are permitted hereunder to advertise coupons which customers may redeem at checkout, provided that any advertisements relating to such coupons refer to all of the Reseller's goods offered for sale and do not specifically reference any Product or the Products generally.

D. This Policy does not establish maximum advertised prices. Resellers shall not be in violation of this Policy by advertising Products at any price in excess of the MAP Price.

3 - Policy Enforcement; Sanctions.

A. Notwithstanding anything contained herein, in the event any Reseller/Reseller violates this Policy, Genacol may, at its sole and exclusive discretion, upon written notice to the Reseller, suspend such Reseller's account with Genacol or cease doing business with such Reseller altogether. In such event, Genacol reserves the right to cancel any pending orders placed by the Reseller for Genacol products, and refuse to accept any future orders placed by the Reseller for Genacol products. In the event the Reseller's account is suspended or the relationship is severed, at Genacol's option, the Reseller shall lose its authorized Reseller status with respect to Genacol products, shall be required to immediately stop holding itself out as an authorized Reseller of Genacol products and shall immediately discontinue all use of all of Genacol's intellectual property, including its name, logo and trademarks, until such suspension is lifted, if applicable.

B. Violation of this Policy by a Reseller at a single location shall constitute a general violation by the Reseller which shall entitle Genacol to impose the sanctions described in Section 3(a) above with respect to the Reseller in its entirety, including its online business if any.

C. Genacol may monitor Resellers' advertising of Products, either directly or through the use of one or more third-party service providers engaged by Genacol for the purpose of performing such monitoring. Resellers are expected to reasonably cooperate with Genacol in connection with any investigations regarding possible Policy violations. Hindering, obstructing, delaying or otherwise failing or refusing to cooperate by the Reseller shall constitute a violation of this Policy.

D. All of the sanctions described herein shall be unilaterally and uniformly imposed by Genacol to all Resellers do not have the right to enforce the terms of this Policy as against one another, and Genacol shall not acknowledge or accept any notification received by a Reseller concerning the violation of this Policy by another Reseller.

4 - Modifications; Suspension of MAP Prices

A. From time to time, Genacol may modify the terms of this Policy or the contents of **Exhibit A**, including the products constituting the Products and the MAP Prices associated therewith. Genacol shall notify all Resellers of any such modifications upon reasonable advance notice.

5 - Miscellaneous

A. This Policy shall be construed in accordance with and governed by the laws of the State of New York.

B. This Policy is void and inapplicable wherever expressly prohibited by law.

AMAZON AUTHORIZED RESELLER POLICY

1. GENACOL has designated all Amazon.com, Amazon Marketplaces, and online Amazon related stores and websites as an exclusive territory assigned and assignable only to authorized Resellers abide by specific conditions. This policy is to maintain, protect and preserve brand integrity and trademarks, product safety and consumer confidence. For more information please read section 2.5 of Genacol's «Authorized Reseller Policy»

2. Because all Amazon related online sales are assigned and designated pursuant to exclusive territory agreements:

A. GENACOL does not authorize any Reseller to market or sell GENACOL products on any Amazon and Amazon Marketplace website or online store in the United States of America.

B. Under certain condition (section 2.3 and 2.5), An NON-FBA AMAZON reseller will be authorized to sell GENACOL Product. Please contact compliance@genacol.ca for more information.

C. GENACOL does not authorize any Reseller to knowingly convey, Resellers or sell GENACOL products to any other party that the Reseller knows markets or sells on any Amazon and Amazon Marketplace website.

GENACOL ACKNOWLEDGEMENT OF UNDERSTANDING

RESELLER HAS READ THE FOREGOING MAP POLICY AND UNDERSTANDS THAT FAILURE TO COMPLY WITH THE FOREGOING MAY RESULT IN THE CANCELLATION AND TERMINATION OF RESELLERS DISTRIBUTION AGREEMENT WITH GENACOL. RESELLER HAS READ THE FOREGOING AMAZON AUTHORIZED RESELLER POLICY AND ACKNOWLEDGES AND UNDERSTANDS THAT A RESELLER WILL NOT SELL, MARKET, OR DISTRIBUTE GENACOL PRODUCTS TO AMAZON.COM, AMAZON MARKETPLACE OR ANY AMAZON AFFILIATED ONLINE STORE OR WEBSITES WITHOUT WRITTEN AUTHORIZATION FROM GENACOL. THE FAILURE TO COMPLY WITH THE FOREGOING MAY RESULT IN THE CANCELLATION AND TERMINATION OF RESELLERS DISTRIBUTION AGREEMENT WITH GENACOL.

COMPANY CORPORATE NAME : _____

COMPANY CORPORATE ADDRESS : _____

COMPANY REPRESENTATIVE NAME : _____ TITLE : _____

COMPANY REPRESENTATIVE SIGNATURE : _____ DATE : _____

Please send the signed acknowledgement of understanding by email to compliance@genacol.ca.

Any questions regarding the interpretation of this Policy should be directed to compliance@genacol.ca. This Policy is not subject to negotiation.