



Lumina Health Products, Inc.

Exclusive US Distributor

Authorized Retailer Terms & Conditions

To protect Lumina Health Products' reputation for distributing high-quality products, and to promote the Cellfood brand, these Authorized Retailer Terms & Conditions (the "Terms") have been established, effective immediately, which apply to authorized retailers of Cellfood products (the "Products"). For purposes of this document, "Cellfood" refers to Lumina Health Products, exclusive U.S. distributor of the trademarked line of products that bear the Cellfood name and are manufactured by NuScience Corporation.

By purchasing from Cellfood for retail sale, you ("Retailer") agree to adhere to the following terms. Please read these Terms carefully.

1. **Product Orders.** Orders for Products made by Retailer shall be handled pursuant to the then-current product order, shipment, and return procedures, which may be amended by Cellfood at any time in its sole and absolute discretion. Cellfood reserves the right to reject any orders, in whole or in part, for any reason. Any additional or different terms proposed by Retailer (including, without limitation, any terms contained in any document incorporated by reference into a purchase order) are rejected and will be deemed a material alteration hereof, unless expressly agreed to in writing by Cellfood. Furthermore, Cellfood will not be bound by any "disclaimers", "click wrap" or "click to approve" terms or conditions now or hereafter contained in any website used by Retailer in connection with the Products or any sale thereof.
2. **Manner of Sale.** Retailer shall sell the Products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in Cellfood's immediate termination of Retailer's account, in addition to other remedies. Furthermore, Products sold to unauthorized persons or through unauthorized channels, including unauthorized websites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by law, coverage under Cellfood's Product warranties and guarantees.
 - 2.1. Retailer shall sell Products solely to end users of the Products, per Cellfood's authorization for the US market.
 - 2.2. Retailer is permitted to market for sale or sell the Products through websites owned or operated by Retailer, provided however, that such websites are in compliance with Cellfood standards, educational accuracy, and legality of product claims. Cellfood, in its sole discretion, may revoke Retailer's authorization to sell the Products on any websites at any time, and Retailer shall cease marketing for sale and/or selling the Products on such websites immediately upon notice of such revocation. Retailer shall not sell the Products on either Amazon or eBay. Retailer also may not sell the Products on any other third-party marketplace website such as Jet, Rakuten, Tmall, Walmart, or Sears, unless receiving the expressed written consent of Cellfood. No Cellfood employee or agent can authorize online sales through oral statements or by any other means.
 - 2.3. Retailer shall comply with any and all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of the Products.

3. **Product Care & Quality Controls.** Retailer shall abide by these protocols as set forth herein.
 - 3.1. **Product Inspection.** Retailer shall inspect the Products upon receipt and during storage for damage, defects, broken seals, evidence of tampering or other nonconformance (collectively, “Defects”). Retailer shall also inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Retailer shall not sell any Products that are expired. If any Defects are identified, Retailer must not offer the Product for sale and must promptly report the Defects to Cellfood.
 - 3.2. **Product Storage and Handling.** Retailer shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from extreme heat, and in accordance with any additional storage guidelines specified by Cellfood from time to time.
 - 3.3. **Recalls and Consumer Safety.** To ensure the safety and well-being of the end-users of the Products, Retailer shall cooperate with Cellfood with respect to any Product recall or other consumer safety information dissemination effort.
 - 3.4. **Alterations & Bundling Prohibited.** Retailer shall sell Products in their original packaging, with all seals intact. Retailer shall not sell or label the Products as “used”, “open box” or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Retailer shall not tamper with, deface, or otherwise alter any UPC code, lot or batch code, or other identifying information on Products or packing. Retailer shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer shall not advertise, market, display, or demonstrate non-Cellfood products together with the Products in a manner that would create the impression that the non-Cellfood products are made by, endorsed by, or associated with Cellfood.
 - 3.5. **Customer Service & Product Representations.** Retailer and Retailer’s sales personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end-user customers on the selection and safe use of the Products, as well as any applicable warranty or return policy. Retailer must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Retailer and Retailer’s agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Cellfood. Retailer agrees to cooperate fully with Cellfood in any investigation or evaluation of such matters.
4. **Audit.** Cellfood reserves the right to audit and/or monitor Retailer’s activities for compliance with the Terms, including, but not limited to, inspection of Retailer’s facilities and records concerning the Products.
5. **Intellectual Property.** NuScience Corporation, manufacturer of Cellfood, owns all proprietary rights in and to the Cellfood brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “IP”). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer’s status as

an Authorized Retailer. Cellfood reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the IP at any time, without limitation. All goodwill arising from Retailer's use of the IP shall inure solely to the benefit of Cellfood.

6. **Termination.** If Retailer violates any of the Terms, Cellfood reserves the right to terminate the Terms immediately in addition to all other available remedies. Upon termination, Retailer will immediately lose its status as an Authorized Retailer and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer or has any affiliation with Cellfood; and (iii) using any IP.
7. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach of the Terms, it is agreed and understood that Cellfood will have no adequate remedy in money or other damages at law. Accordingly, Cellfood shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Cellfood to exercise any right(s) herein shall constitute a waiver of any provision herein.
8. **MAP Policy.** Cellfood has a Minimum Advertised Price Policy ("MAP Policy") that applies to all authorized retailers. This Section is intended to inform you of the MAP Policy. It does not constitute consideration for any part of this agreement between you and Cellfood, and does not separately constitute an agreement between you and Cellfood regarding the price you will charge your customers for the Products. Cellfood does not seek, nor will it accept, from Retailer any assurance of compliance with the MAP Policy.
9. **Miscellaneous.** Cellfood reserves the right to update, amend, or modify the Terms upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the IP, or use of any other information or materials provided by Cellfood to Retailer under the Terms following notice will be deemed Retailer's acceptance of the amendments. No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, Retailer expressly submits to personal jurisdiction and venue in the federal or state courts in Sarasota County, Florida. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid. The following provisions shall survive the termination of the Terms: Sections 3, 4 and 9. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**