



CUSTOMER ACCOUNT AGREEMENT

PARTIES:

Marco Pharma International, LLC, an Oregon limited liability company ("Marco Pharma")

("Customer")

RECITALS:

A. WHEREAS, Marco Pharma is a producer and wholesale purchaser of nutraceutical and natural health products which are marketed worldwide under the Marco Pharma product line and brand name ("Products").

B. WHEREAS, Customer wishes to purchase from Marco Pharma, and Marco Pharma wishes to supply to Customer, Products for the benefit of Customer's healthcare practice, patients, and clients.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth in this Customer Account Agreement ("Agreement"), and other good and valuable consideration, Marco Pharma and Customer agree as follows:

AGREEMENTS:

1. MASTER AGREEMENT; PURCHASE ORDERS.

1.1 This Agreement is the master contract governing Customer's placement of orders to purchase Products from Marco Pharma. All Product orders shall be placed using Marco Pharma's Wholesale Order Form available at: shop.marcopharma.cm/pages/forms or via our customer support line at 1-800-999-3001 (each a "Purchase Order"). Orders will be in such quantities and at such times as specified in the Purchase Orders. Marco Pharma shall not be obligated to fulfill a Purchase Order unless and until it accepts that Purchase Order.

1.2 This Agreement hereby incorporates certain general terms and conditions, which are attached hereto as Exhibit A ("General Terms"). This Agreement also hereby incorporates by reference Marco Pharma's website standard terms and conditions, which are posted on its website at: <https://www.marcopharma.com/terms-and-conditions> ("Standard Terms"). For each Purchase Order, the Standard Terms posted on the website as of the date of such order shall apply to such order and are hereby incorporated by reference with respect to Products ordered on such date. Any different or additional terms contained in any of Customer's documentation or communication with Marco Pharma are hereby rejected by Marco Pharma.

2. PURCHASE AND SUPPLY TERMS; RESTRICTIONS.

2.1 This Agreement does not obligate Customer to order any Product, nor is Marco Pharma obligated to provide all of Customer's order requirements.

2.2 Customer represents, warrants, and agrees that: (a) Customer will only sell or provide Marco Pharma products directly to the active patients and clients of Customer's healthcare practice; (b) Customer will market and sell Products in compliance with applicable law; and (c) Customer will not supply any Marco Pharma Products to third-party distributors for resale.

2.3 Personal Website Sales Permitted; No Other Internet Sales.

a. Customer can sell directly to their clients and/or patients through their own website provided that such sales are through a password protected web portal and each client/patient has an established username and password to access Customer's website address. Customer may fulfill such orders via drop ship.

b. Customer may refer to Marco Pharma and Products in direct email campaigns sent to their active patients and clients.

c. Customer may refer to Marco Pharma and Products on its own website and may also include a link to Marco Pharma's website on such website.

d. Except for Product pricing listed inside the password protected web portal, Customer may **not** list or post any Product prices on online.

e. Customer may **not**, under any circumstances, sell, or resell, Products through third-party online distributors or fulfillment centers, including without limitation, Amazon and Alibaba.

f. Customer may not market or advertise Products through digital advertising (e.g. banner ads, social media platforms, chat rooms, provider Q&A forums, etc.) or print advertising without Marco Pharma's express prior written consent.

2.4 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CUSTOMER SHALL NOT RESELL, SELL, MAKE ANY REFERENCE TO PRICES/PRICING, OR DISTRIBUTE ANY PRODUCTS USING THE INTERNET, ANY INTERNET SITE, OR ANY OTHER ELECTRONIC MEDIUM OR DEVICE,

2.5 Customer will promptly provide Marco Pharma with notification, via email, telephone, or letter, of any unauthorized sale/resale activity if becomes aware of.

3. TERM; TERMINATION. Unless sooner terminated as provided herein, this Agreement shall commence on the Effective Date and continue in full force and effect for a period of one (1) year ("Initial Term"). This Agreement shall automatically renew for successive one-year terms (each, a "Renewal Term") unless written notice is provided by either party at least 30 days prior to the end of the Initial Term or Renewal Term then in effect, as the case may be.

4. CUSTOMER'S REPRESENTATIONS; WARRANTIES. Customer represents and warrants that (i) Customer currently is and shall at all times continue to be a licensed healthcare professional in the state(s) in which Customer practices, and (ii) Customer agrees to administer service, care, and Products strictly in accordance with all applicable laws and regulatory requirements, and in accordance with the medical standard of care applicable in the jurisdiction(s) where Customer conducts its practice.

Effective Date: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

<p>MARCO PHARMA:</p> <p>MARCO PHARMA INTERNATIONAL, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address:</p> <p>851 NW Highland Street Roseburg, Oregon 97470</p>	<p>CUSTOMER:</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address:</p> <p>_____</p> <p>_____</p>
--	---

EXHIBIT A
GENERAL TERMS

1. **TERMINATION.** Marco Pharma may terminate this Agreement via written notice immediately in the event of Customer's breach of this Agreement, as determined in Marco Pharma's sole discretion. Either party may terminate this Agreement without cause upon 30 days prior written notice. Upon termination Customer must cease all sales of Product and return, or destroy (with certification of destruction) all remaining Product inventory.

2. **INJUNCTIVE RELIEF; REMEDIES.** Customer acknowledges that any breach of this Agreement will irreparably harm Marco Pharma, and that the harm may not be susceptible to accurate measurement for the purpose of calculating money damages. Accordingly, Marco Pharma will have the right to obtain an injunction or other equitable relief to prevent a breach or threatened breach of this Agreement, without the necessity of posting a bond or other security.

3. **DISCLAIMER OF WARRANTIES.** MARCO PHARMA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **INDEMNIFICATION.** Customer hereby agrees to hold harmless, defend and indemnify Marco Pharma and its affiliates and their respective members, officers, directors, employees, and agents from and against any and all suits, losses, liabilities, damages, awards, claims, settlements, costs and expenses, including reasonable attorney fees, arising out of any claim by a third party incurred as a result of Customer's or its owners, employees, or agents: (a) actual or alleged negligence or intentional misconduct; (b) non-performance or breach of this Agreement; or (c) violation of applicable law.

5. **LIMITATION ON LIABILITY.** MARCO PHARMA WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS SOLD TO CUSTOMER HEREUNDER. MARCO PHARMA'S LIABILITY FOR MONEY DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS SOLD TO CUSTOMER HEREUNDER WILL NOT EXCEED THE AGGREGATE SALES PRICE LISTED IN THE PURCHASE ORDER(S) AT ISSUE.

6. **MISCELLANEOUS PROVISIONS.**

6.1 *Jurisdiction; Venue.* This Agreement shall be governed in all respects by the laws of the State of Oregon without regard to conflict of law

provisions. Marco Pharma and Customer agree that the sole and exclusive venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in Douglas County, Oregon, and Marco Pharma and Customer hereby submit to the jurisdiction of such courts.

6.2 *Attorney Fees.* If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the prevailing party will be entitled to recover, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

6.3 *Notice.* The parties shall give any notices required or permitted under the terms of this Agreement, or by law, in writing. Notices may be delivered by personal delivery, overnight courier, or certified mail, directed to the appropriate party at the addresses set forth above. A party may update its address in writing prior to the time of the giving of such notice, or in any other manner authorized by law. Any notice given is effective when actually received or if given by certified mail, then 48 hours after the deposit of such notice in the U.S. mail with postage prepaid or the next business day following deposit with a nationally recognized overnight courier service.

6.4 *Waiver.* Failure by either party to enforce any of the terms and conditions of this Agreement shall not constitute or be deemed to be a waiver of such terms or conditions, or of the right thereafter to enforce all terms and conditions of this Agreement.

6.5 *Integration.* This Agreement, including all documents incorporated by reference herein, is the entire agreement between the parties concerning its subject matter; and supersedes all prior and contemporaneous oral and written agreements, commitments, and understandings concerning its subject matter. In the event of a conflict between the main body of the Agreement, these General Terms, the Standard Terms, and a Purchase Order, the order of priority shall be as follows: the body of the Agreement, these General Terms, the Standard Terms, Purchase Order.

6.6 *Survival.* Notwithstanding the foregoing or any other provision of this Agreement, the provisions of Section 4 of the main agreement and all sections of these General Terms shall survive the expiration or termination of this Agreement and remain in full force and effect.