Advanced Health Concepts Authorized Provider/ Reseller Application and Agreement

Revision 0

In order to protect the quality, integrity and safety of Advanced Health Concepts LLC (AHC) Products including VitaQual® marketed Products and Safe & Sound® branded Products, this Agreement establishes the terms and conditions of sale to authorized Provider/Resellers. By signing this Agreement, Provider/Reseller agrees to these terms and conditions

1. **Establishing a Professional Account as a Provider/Reseller**
   Provider/Reseller warrants that he/she:
   a. Is a physician or other licensed medical professional, certified by, and in good standing with, your relevant state professional and regulatory authority.
   b. purchasing our Products solely for sale to your patients and clients at your place of business as designated by you in this agreement
   c. will sell our Products solely to individuals who are purchasing our Products for their personal use
   d. Will sell our products only at the current retail price
   e. Will not sell the products on a website without written permission from VitaQual
   f. Will not make medical or other claims about the product other than those on the label
2. **Product Alterations**
   Provider/Reseller shall not alter Products in any way.
   Provider/Reseller shall not:
   a. Relabel any Product
   b. Modify the label in any way
   c. Repackage
   d. Modify the packaging including but not limited to safety packaging, "Use By" date, manufacturing batch number.
3. **Inspection and storage**
   a. Provider/Reseller will inspect product upon receipt for damage, defect, evidence of tampering, or other non-conformance and also confirm that Product seals have not been broken. If any damage, defect, tampering, or other non-conformance is identified, the Provider/Reseller must not offer the Product for sale and must report the defect to immediately AHC and further agrees to inspect inventory regularly for expired or soon-to-be expired Products and to remove those Products from inventory. Provider/Reseller shall not sell expired Products.
   b. Provider/Seller must store Product in a cool, dry place, and not exposed to direct sunlight, extreme heat or cold, or dampness.
4. **Recalls and Consumer Safety**
   Provider/Reseller must comply with all recalls and safety notices and cooperate with AHC in all consumer safety issues.

5. **Compliance with applicable law.**
   Provider/Reseller must comply with all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products including all consumer safety- or consumer protection-related laws This includes California Proposition 65
6. **Termination**
   AHC may terminate this agreement if Provider/Reseller violates any of the terms of this agreement or if, in AHC's sole discretion, it is in the best interest of patient safety or AHC to terminate.
7. **Availability of Injunctive Relief:**
   If there is a breach or threatened breach of the terms of this agreement, it is agreed and understood that AHC shall have no adequate remedy in money or other damages and accordingly 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, waiver, delay, forbearance, or omission by AHC to exercise any right(s) herein or to insist upon full compliance by Provider/Reseller's obligations herein shall constitute a waiver of any provision or otherwise limit AHC's right to fully enforce any or all provisions and parts thereof.
8. **Indemnification.**
   Except as otherwise provided herein, each party shall, and hereby does, indemnify, defend, save and hold harmless, the other party, and its directors, officers, employees, shareholders, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Terms by the indemnifying party, or (b) the negligence or willful misconduct of the indemnifying party or its officers, employees, agents or contractors.
9. **WARRANTY DISCLAIMER.** AHC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. AHC SHALL NOT BE LIABLE TO PROVIDER/RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

10. **Miscellaneous.** The Terms and any dispute arising under the Terms shall be governed by, construed, and enforced in accordance with the laws of the State of Washington, without regard to its choice of law rules. In the event of a dispute over the terms or performance of the Terms, Provider/Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in King County, Washington. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.
11. **Modification. AHC** reserves the right to update, amend, or modify the Terms at any time and without notice. Unless otherwise provided, such amendments will take effect immediately and Provider/Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the AHC Trademarks, or use of any other information or materials provided by AHC to Provider/Reseller will be deemed Provider/Reseller's acceptance of the amended Terms.

By applying to be an authorized Provider/Reseller I hereby agree to the Terms and conditions of this agreement.

Name: _____

Professional designation: _____

*State(s) licensed: _____

Business Name: _____

*Business license number _____

*Resale tax number (if different) _____

Kindly provide copies of the starred (*) items. They can be scanned and emailed to Professional@VitaQual.com or faxed to 206-784-7444.

Signature _____

Date: _____