

COMPASS HEALTH BRANDS AUTHORIZED LUMIN RESELLER AGREEMENT

This Authorized Lumin Reseller Agreement (the "Agreement") is made on _____ (the "Effective Date") between Compass Health Brands ("Compass Health") whose place of business is 6753 Engle Road, Middleburg Hts, OH 44130, and _____ (the "Reseller"), whose principal place of business is _____.

1. Appointment of Reseller

- a. Authorization and Appointment. Compass Health hereby authorizes and appoints _____, and _____ accepts the authorization and appointment, as Compass Health's non-exclusive reseller, to market, sell, or incorporate for resale the Lumin and Lumin Bullet.

2. Providing Products. Compass Health shall:

- a. Fulfill all of the Reseller's Purchase Orders that Compass Health accepts, and,
- b. Replace or repair defective Products that are under manufacturer's warranty.
- c. Compass Health shall deliver each order of Products to the Reseller on the Delivery Date and to the location specified in the Purchase Order.

3. Product Materials

- a. Marketing and Informational Materials. Compass Health shall provide the Reseller with the marketing, promotional, and other information in English about the Products that Compass Health typically provides to other distributors of its Products.
- b. Regulatory Documentation. On the Reseller's reasonable request, Compass Health shall supply the Reseller with all documentation that the Reseller requires to comply with the regulatory requirements of all Governmental Authorities in the Territory.

4. Acceptance and Rejection of Product Deliveries

- a. Inspection Period. The Reseller will have seven (7) business days after Compass Health delivers an order to inspect and test the products for defect and to ensure the order meets the specifications of the applicable Purchase Order (the "Inspection Period").
- b. Deemed Acceptance. The Reseller will be deemed to have accepted the Products if the Reseller fails to notify Compass Health on or before the expiration of the Inspection Period, or if during the Inspection Period, the Reseller sells or attempts to sell, runs, or otherwise uses the Products beyond what is necessary for inspection and testing, and in a way a reasonable person would consider consistent with the Reseller having accepting the delivery.

5. Changes to Products. Compass Health may discontinue or modify the Products, modify the Product specifications, or replace the products with similar products, except that Compass Health may not discontinue, modify, or replace Products that are subject to an accepted and outstanding Purchase Order, unless required by law or due to a public safety issue.

6. Price.

a. Reseller Price. The Reseller shall pay Compass Health's established wholesale price for the Lumin.

LUMIN – Master Case: 4/Case
Pallet: 60/Pallet
\$145.00 each if quantity is less than pallet quantity of 60 units
\$135.00 each if quantity is equal to or greater than pallet quantity of 60 units

LUMIN BULLET – Master Case: 8/Case
Pallet: 240/Pallet
\$52.00 each

b. Resale Prices. The reseller may determine its own retail prices, however, this price can never be less than the Minimum Advertised Pricing ("MAP") as issued by Compass Health. Violation of Compass Health's MAP policy will result in suspension of all purchasing privileges.

7. Payment and Invoicing.

a. The Reseller shall pay each invoice according to agreed upon terms. Compass Health's standard terms are Net 30.

b. Compass Health shall invoice the Reseller for each delivery of Products within seven (7) business days after acceptance of the delivery.

c. Compass Health shall

i. Make each invoice to the Reseller in writing, including

1. An invoice date and number,
2. The total amount due, and
3. The calculation of the total amount.

d. Taxes. Payment amounts under this agreement do not include taxes, and the Reseller shall pay all taxes applicable to payments between the parties under this agreement.

8. Minimum Advertised Pricing (MAP).

a. The pricing for the Lumin must be at or exceeding the MAP pricing issued by Compass Health. The pricing at the time of this agreement is:

Lumin | MSRP \$319.00 | MAP \$269.00 |
Lumin Bullet | MSRP \$129.00 | MAP \$99.00 |
Lumin Bundle (Lumin + Lumin Bullet) | MSRP \$448.00 | MAP \$339.00 |

Rights to change the MAP pricing at anytime are retained.

b. The Reseller is responsible for ensuring the Lumin pricing is at or above MAP on any Reseller produced sales brochures, print ads, broadcasts, direct mail, faxes, internet placements, websites, fliers, posters or coupons.

- c. From time to time, Compass Health may permit, through written consent, the Reseller to advertise the Lumin at prices lower than the MAP price. In such events, Compass Health reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to the Reseller of such changes.
- d. Failure to comply with the MAP pricing terms as described above may result in the immediate loss of Reseller privileges and the ability of the Reseller to purchase the Lumin both directly from Compass Health as well as through Compass Health's authorized Distribution partners. Violation of Compass Health's MAP policy may also result in cancellation of product warranty coverage.
- e. Violations from Resellers will need to be corrected within twenty-four (24) hours of notification.
- f. Upon discovery of a MAP violation, Compass Health retains the right to suspend or close the Reseller's account on hold temporarily and/or permanently. Reseller acknowledges that Compass Health reserves the right to enforce account closure with all distribution partners.

9. Intellectual Property.

- a. Except for rights expressly granted under the Agreement, nothing in the Agreement will function to transfer any of either party's intellectual property rights to the other party, and
- b. Each party will retain exclusive interest in, and ownership of its intellectual property developed before the Agreement or developed outside the scope of the Agreement.
- c. Reseller acknowledges that "Lumin" is a registered trademark of 3B Medical, and agrees not to bid on the branded trademark as a keyword. Use of the trademark is authorized in ad text and for promotional marketing.

10. Marketing Channel Restrictions.

- a. Reseller agrees to refrain from the marketing and sales of Lumin and Lumin Bullet on the following eCommerce platforms: Amazon.com, eBay.com and Craigslist. Both Lumin and Lumin Bullet are serial numbered products. On occasion, Compass Health will conduct test buys as part of its eCommerce MAP and Channel enforcement. Violation of the channel restrictions may result in rescission of product warranty coverage for all products sold through restricted channels along with loss of all reseller privileges.

11. Reseller's Responsibilities.

- a. The Reseller shall comply with all applicable state and federal laws related to the sale of Lumin and Lumin Bullet and notify Compass Health if it becomes aware of any non-compliance in connection with the product.
- b. The Reseller shall not create or attempt to, or aid or permits others to, create by reverse engineering, disassembly or otherwise, the internal structure, hardware design, or organization of the Lumin and/or Lumin Bullet.
- c. The Reseller shall not remove or alter any trademarks, product identification, notices of any proprietary or copyright restrictions, or other markings or notices that appear on the Lumin. Use of 3B Medical's intellectual property is subject to the terms of 3B Medical's consent and authorization, which may be revoked at any time.

12. Warranty.

Compass Health warrants that the Lumin will be free from defects in materials and workmanship for a period of:

Lumin – Two (2) Years from the date of shipment

Lumin Bullet – One (1) Year from the date of shipment

If the product proves defective during the warranty period, Compass Health, at its option, will:

- a. Repair the product by means of telephone support or depot service at no charge for parts or labor
- b. Replace the product with a comparable product which may be new or refurbished
- c. Refund the amount paid for the product, less a reasonable allowance for usage, upon its return

13. Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its principles of conflicts-of-law or choice-of-law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

Compass Health Brands

Signature: _____

Print: _____

Date: __/__/__

Company Name of Reseller: _____

Signature: _____

Print: _____

Date: __/__/__