

The background of the page features a soft-focus image of a hand holding a blue pen, poised to write on a document. The Newnesscare logo is prominently displayed in the upper center. The logo consists of the word "Newnesscare" in a red, cursive-style font, with a red circular icon containing a stylized white arrow pointing to the right, positioned above the letter "e". A small "TM" trademark symbol is located to the right of the word.

NewnesscareTM

VALUE ADDED DISTRIBUTOR
TERMS & CONDITIONS

The main responsibility of Newnesscare Inc. Value Added Distributor (VAD) is to protect and promote our brand and reputation for providing high-quality products.

Newnesscare Inc. terms and conditions for Value Added Distributor (VAD) :

The terms take effect immediately after signing this agreement.

The Value Added Distributor (VAD) agrees to adhere to the following terms.

- 1 **Buying Orders:** Orders for products made by Value Added Distributor shall be handled pursuant to the then-current product order, shipment, and return procedures, which may be amended by Newnesscare Inc. at any time in its sole and absolute discretion. Newnesscare Inc. reserves the right to reject any orders, in whole or in part, for any reason. Any additional or different terms proposed by Value Added Distributor (including, without limitation, any terms contained in any document incorporated by reference into a buying order) are rejected and will be deemed a material alteration hereof, unless expressly agreed to in writing by Newnesscare Inc. Furthermore, Newnesscare Inc. 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 VAD in connection with the products or any sale thereof.
- 2 **Method of Sale:** VAD shall sell the products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in Newnesscare Inc. immediate termination of VAD 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 Newnesscare Inc. product warranties and guarantees.
 - a VAD shall sell products solely in the region that has been approved in the respect countries. VAD shall not sell to anyone a quantity of the products more than that generally purchased.
 - b VAD shall not sell ship or invoice products to customers outside of their respective region or to anyone VAD’s knows or has reason to know intends to ship the products outside of their respective region without the prior written consent of Newnesscare Inc.
 - c VAD is permitted to market for sale or sell the products through websites owned or operated by VAD; provided however, that such websites identify VAD full legal name, mailing address, telephone number and email address. Newnesscare Inc. in its sole discretion may revoke VAD authorization to sell the products on such websites at any time, and VAD shall cease marketing for sale and/or selling the products on such website immediately upon notice of such revocation. VAD shall not sell the products on or through any other website, including any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, without the prior written consent of Newnesscare Inc. which is granted solely by Newnesscare Inc. No Newnesscare Inc. employee or agent can authorize online sales through oral statements, other written agreement, or by any other means.

d VAD shall comply with any and all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of the products.

3 Product Attention & Quality Controls: VAD shall care for the products as set forth herein.

a **Product Inspection.** VAD shall inspect the products upon receipt and during storage for damage, defects, broken seals, and evidence of tampering or other nonconformance, collectively Defects. VAD shall also inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those products from its inventory. VAD shall not sell any products that are expired. If any Defects are identified, VAD must not offer the product for sale and must promptly report the Defects to Newnesscare Inc.

b **Product Storage and Handling.** VAD shall exercise due care in storing and handling the products, store the products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with Health Canada / FDA storage guidelines specified by Newnesscare Inc. from time to time.

c **Recollections and Consumer Safety.** To ensure the safety and well-being of the end-users of the products, VAD shall cooperate with Newnesscare Inc. with respect to any product recollections or other consumer safety information dissemination effort.

d **Alterations & Bundling Prohibited.** VAD shall sell products in their original packaging, with all seals intact. VAD 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. VAD shall not tamper with, deface, or otherwise alter any batch code or other identifying information on products or packaging. VAD 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. VAD shall not advertise, market, display, or demonstrate non- Newnesscare Inc. products together with the products in a manner that would create the impression that the non- Newnesscare Inc. products are made by, endorsed by, or associated with Newnesscare Inc.

e **Customer Service & Product Representations.** VAD'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. VAD must make it self-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. VAD and VAD'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 Newnesscare Inc. VAD agrees to cooperate fully with Newnesscare Inc. in any investigation or evaluation of such matters.

- 4 **Intellectual Property:** Newnesscare Inc. owns all proprietary rights in and to the Newnesscare Inc. brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the products (the IP). VAD 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 VAD status as an Authorized VAD. Newnesscare Inc. reserves the right to review and approve, in its sole discretion, VAD use or intended use of the IP at any time, without limitation. All goodwill arising from VAD use of the IP shall inure solely to the benefit of Newnesscare Inc.
- 5 **Termination:** If VAD violates any of the Terms, Newnesscare Inc. reserves the right to terminate the Terms immediately in addition to all other available remedies. Upon termination, VAD will immediately lose its status as an Authorized VAD and shall immediately cease (1) selling the products; (2) acting in any manner that may reasonably give the impression that VAD is an Authorized VAD or has any affiliation with Newnesscare Inc. and (3) using any IP.
- 6 **Availability of Injunctive Relief:** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that Newnesscare Inc. will have no adequate remedy in money or other damages at law. Accordingly, Newnesscare Inc. 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 Newnesscare Inc. to exercise any right(s) herein shall constitute a waiver of any provision herein.
- 7 **Miscellaneous:** Newnesscare Inc. reserves the right to update, amend, or modify the Terms upon written or electronic notice to VAD. Unless otherwise provided, such amendments will take effect immediately and VAD 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 Newnesscare Inc. to VAD under the Terms following notice will be deemed VAD 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. 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 and 7.

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.

This agreement shall be subject to jurisdiction in the courts at Canada only.



Newnesscare[™]

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newnesscare.com