

GENACOL INTERNATIONAL CORPORATION INC. RESELLER POLICY

- Authorized Reseller Policy - updated September 2019
- Genacol Acknowledgment of Understanding

Genacol International Corporation Inc. Authorized Reseller Policy

This Genacol International Corporation Inc. (“Genacol”) authorized reseller policy (“ARP”) has been established solely and unilaterally by Genacol, and will be administered unilaterally and enforced by Genacol in accordance with the terms hereof. Each reseller, seller and reseller of Genacol products (hereinafter defined) (each, a “Reseller”) shall be made aware (by email, fax, link to our website or by phone,) of this Policy and all exhibits hereto, as well as any updates or modifications to the Policy and exhibits made by Genacol from time to time in its sole discretion.

1 - Purpose of this policy

As the brand owner of dietary and health supplements products, Genacol invests each year in research and development, marketing and distribution. Product safety and brand integrity are the cornerstone of our business and any breaches of these two pillars could cause severe prejudice to our business and our brand. The purpose of this policy is twofold:

- 1) Ensure and guarantee the safety and traceability of our products sold to the consumer.
- 2) Protect and strengthen our intellectual property rights by circumscribing the usage of our trademarks and keeping exclusive right on international markets and online Market.

2 - Policies and Restrictions

2.1. Copyright and Trademark

Genacol is a registered trademark in the US, Canada, Mexico, EU and several other countries and jurisdictions. The name, image and integrity of the Genacol brand must be protected at all times. Content displayed on Genacol’s websites, brochures, advertisements, product packaging, product information sheets and other marketing materials are copyrighted and trademarked.

2.2. Brand Representation

The unauthorized use of copyrights, trademarks, logos, manufacturing images, product images, url’s copy or other information on the internet without expressed consent is prohibited. All photos, images and products and/or company description content pertaining to or describing Genacol / AminoLock must be current and obtained directly from Genacol Headquarters . This information cannot be pulled from Genacol’s website or other internet sources unless specifically directed by writing by Genacol. Resellers may not at any time register a domain name using the word Genacol. This information may be updated and amended at any time. Such amendments will be communicated via mail and/or email / or other means of communication to involved parties.

2.3. Information Disclosure

Websites where Genacol products are sold or advertised must provide access to the current and customer account holder, including his/her complete phone number, email and office address contact information. A reseller cannot sell Genacol product using a pseudonym or through anonymous representation. If a Genacol representative contact directly a seller who does not disclose their corporate name, they must comply promptly and respond to Genacol request by providing their account information (Corporate name, address, phone and account number). Furthermore, consumers of Genacol products that bought products via an authorized reseller must receive with their product(s) sufficient information about the reseller in order that if they contact Genacol customer care, Genacol representatives will be able to link the callers purchase to a reseller account.

2.4. International Markets

The industry of dietary supplements is highly regulated. Each country has their own regulations and specifications related to permits, labeling and product information. In no circumstance is a reseller authorized to sell Genacol products outside of their designated market.

2.5. Internet Sales, E-tailers and Amazon marketplaces

Genacol has unilaterally designated Amazon marketplaces as exclusive territory. In NO circumstances is a reseller permitted to sell on Amazon Market (FBA or NON-FBA 3rd party seller). Also Genacol will no longer sell products at wholesale price to E-Tailers that sells primarily online (marketplace, e-commerce websites, etc.). Brick and mortar resellers with an e-commerce website may be granted permission to sell online but only after Genacol has reviewed the scope and importance of their online activity.

3 - Failure to Comply

In order to preserve brand integrity, Genacol requires compliance with the terms and conditions outlined in this Policy. If a reseller fails to comply with the terms of Section 2. 1 through 2.5. Genacol shall notify them via phone, email or standard mail of the violation and immediately place the Reseller account on hold until the Reseller has come into compliance. Genacol reserves the right to revoke the Resellers wholesale price purchasing privileges and/or terminate the account of any customer in violation of any of the terms or conditions outlined in this Policy with or without prior notice. Violation of any such terms automatically forfeits the account holder's ability to purchase products in any capacity.

4 - Miscellaneous

A. This Policy is void and inapplicable wherever expressly prohibited by law.

AMAZON AUTHORIZED RESELLER POLICY

Genacol has designated all Amazon.com, Amazon Marketplaces, and online Amazon related stores and websites as an exclusive territory. This Policy is to maintain, protect and preserve brand integrity and trademarks, product safety and consumer confidence. Because all Amazon related online sales are assigned and designated pursuant to exclusive territory agreements:

- A. Genacol does not authorize any Reseller to market or sell Genacol products on any Amazon and Amazon marketplace website or online stores in the United States of America, Canada and Mexico.
- B. Genacol does not authorize any Reseller to knowingly convey, resell or sell Genacol products to any other party that the Reseller knows markets or sells on any Amazon and Amazon marketplace website.

GENACOL ACKNOWLEDGEMENT OF UNDERSTANDING

RESELLER HAS READ THE FOREGOING POLICY AND UNDERSTANDS THAT FAILURE TO COMPLY WITH THE FOREGOING MAY RESULT IN THE CANCELLATION AND TERMINATION OF RESELLERS DISTRIBUTION AGREEMENT WITH GENACOL. RESELLER HAS READ THE FOREGOING AMAZON AUTHORIZED RESELLER POLICY AND ACKNOWLEDGES AND UNDERSTANDS THAT A RESELLER WILL NOT SELL, MARKET OR DISTRIBUTE GENACOL PRODUCTS TO AMAZON.COM, AMAZON MARKETPLACE OR ANY AMAZON AFFILIATED ONLINE STORE OR WEBSITES. THE FAILURE TO COMPLY WITH THE FOREGOING MAY RESULT IN THE CANCELLATION AND TERMINATION OF RESELLERS DISTRIBUTION AGREEMENT.

Any questions regarding the interpretation of this Policy should be directed to compliance@genacol.ca. This Policy is not subject to negotiation.