

AUTHORIZED RESELLER AGREEMENT

Effective January 1st, 2019

CONTRACT BETWEEN SKINMETICS, INC., (d.b.a. “Wilma Schumann Skin Care”) AND RESELLER

Wholesale pricing is provided by Skinmetics, Inc. (“Wilma Schumann”) to “Reseller” based solely on Reseller’s compliance with Wilma Schumann’s Terms and Conditions contained in this document. This agreement applies to all products bearing the trademarks registered by Wilma Schumann which include but are not limited to Wilma Schumann® and our Wilma Schumann Logo (“Products”). By applying for a Wholesale account and obtaining Products from Wilma Schumann at wholesale pricing, Reseller enters into a contract with Wilma Schumann that is governed by these Reseller Agreement Terms and Conditions. Wilma Schumann reserves the right to accept or reject any application for a Wholesale account.

Wilma Schumann’s standard invoice terms and conditions shall apply to all Product purchases. Nothing contained in any purchase order or other correspondence between Wilma Schumann and Reseller will modify or add to these terms and conditions. We reserve the right to modify these terms and conditions at any time.

Any Reseller failing to comply with this Reseller Agreement will face immediate termination of its account, revocation of its Authorized Reseller status, and/or further legal action. Violations of this Resale Policy or other Wilma Schumann policies may be reported to Wilma Schumann’s corporate headquarters at 1-305-663-5750.

This version of the Resale Policy is effective as of January 1st, 2019 and supersedes all prior versions.

SECTION A - RESALE TERMS AND CONDITIONS:

1. Reseller may not sell to Customers located outside of the territory without advance written approval from Wilma Schumann. This includes selling or shipping Wilma Schumann products to end consumers online if your Territory does not include the online channel.
2. “**Authorized Sales Channels**” shall include: (i) Reseller’s own physical store locations; (ii) Reseller’s temporary storefronts at events and tradeshows; (iii) catalog and (iv) Reseller’s own website(s).
3. Reseller must maintain quarterly purchases of **at least** US \$10,000.00 in order to keep its Authorized Reseller status active.
4. Resellers may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop-shippers for other retailers. Sell to your end consumers only.
5. Reseller **SHALL NOT** promote, market, advertise, or sell any Wilma Schumann’s Products on or through any online marketplace or auctions service including, but not limited to Amazon.com (.ca, .com.mx, .co.uk, .de, .fr, .it, .es, .jp, .com.au), Ebay.com, Walmart.com, Jet.com, Buy.com, Craigslist.com, Newegg.com, Overstock.com, Rakuten.com, Sears.com.
6. Reselling Wilma Schumann’s Products on a website(s) that attempts to use Wilma Schumann’s trademarks (Wilma Schumann®, WilmaSchumann®) in whole or in part as the website domain is prohibited.
7. Reselling Wilma Schumann’s Products on a website(s) that contains only Wilma Schumann® branded Products is prohibited.
8. All Products must be advertised for sale at the Minimum Advertised Price (MAP) or higher.
9. Wilma Schumann reserves the right to terminate existing business relationships or refuse to sell to Resellers who misrepresent information on the new account form.

10. If misrepresentation or fraud with regard to any aspect of the application is suspected, Wilma Schumann further reserves the right to retroactively charge the Reseller for any discounts applied on past invoices.

11. If required, Wilma Schumann can terminate the account without any possibility of reinstatement and require that all company inventory in Reseller's possession be returned within 7 business days following account termination.

12. Wilma Schumann reserves the right to pursue legal action against any individual or entity found guilty of violating the terms of the Reseller Reseller agreement.

13. **IMPORTANT NOTE:** Wilma Schumann supports authorized sales of its Products (except for Internet Restricted Products); however, Wilma Schumann actively participates in the Amazon.com Brand Registry Program and similar programs to prevent the advertising and sale of unauthorized, unlicensed, infringing, and/or counterfeit merchandise. Any unauthorized sales of Wilma Schumann's Products on Amazon, eBay or other sites will be removed as they are discovered. Ads from online sellers offering any auctions or advertising sales will also be regularly removed or taken down.

SECTION B - PRODUCT QUALITY AND CUSTOMER CARE:

1. **Product Storage and Handling:** Resellers shall exercise due care in storing and handling the Products and shall store the Products in accordance with any storage guidelines specified by Wilma Schumann from time to time.

2. **Product Inspection:** Promptly upon receipt of the Products, Reseller shall inspect the Products for damage, defect, evidence of tampering, or other non conformance (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Wilma Schumann at sales@wilmaschumann.com or 1-305-663-5750.

3. **Product Expiration:** Reseller shall inspect the Products for date of expiration upon receipt. Reseller must not offer any expired Product for sale or Product that is less than 30 days from expiring.

4. **Product Packaging and Display:** Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-Wilma Schumann Products together with the Products in a manner that would create the impression that the non-Wilma Schumann Products are made by, endorsed by, or associated with Wilma Schumann.

5. **Intellectual Property:** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Wilma Schumann's brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property associated with the Products (the "Wilma Schumann IP") solely for the purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as a Reseller. Wilma Schumann reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Wilma Schumann IP at any time, without limitation. Reseller acknowledges that it owns no right, title, or interest in any of the Wilma Schumann IP except as granted herein.

Liquidated Damages:

● Reseller agrees that any breach by Reseller of the Terms and Conditions set forth in this agreement will injure Wilma Schumann and its reputation and relationship with its other Resellers to an extent that will be difficult, if not impossible, to quantify.

● In view of the difficulty to quantify the damage to Wilma Schumann should Reseller breach any provision of the terms and conditions of sale, Reseller agrees that Wilma Schumann shall be entitled to liquidated damages equal to Reseller's gross profits earned from the sale of Wilma Schumann Products using selling practices that are in violation of the terms of this agreement.

● Reseller and Wilma Schumann agree that the Liquidated Damages set forth in this section are in addition to any and all other remedies for breach of contract to which Wilma Schumann may be entitled under the applicable laws.

SECTION C - MINIMUM ADVERTISED PRICING POLICY (MAP Policy):

Wilma Schumann actively supports the advertising and promotion of its Products by its retailers through materials provided by Wilma Schumann at no or nominal cost. Given Wilma Schumann's strong reputation for providing consumers with high value Products and to further enhance Wilma Schumann's image and competitiveness in the marketplace, Wilma Schumann has instituted a MAP policy for all its Products, effective immediately. The MAP policy will apply to all retailers and distributors.

1. The MAP for all Wilma Schumann's Products shall be listed in the current Wholesale Price List¹.
2. The MAP may be revised by Wilma Schumann at its sole discretion by providing no less than 15 days advance written notice communicating the changes in writing to all of its retailers and distributors without exception.
3. The MAP policy applies to all advertising of Wilma Schumann's Products in any and all media including, but not limited to, catalogs, flyers, posters, coupons, brochures, mailers, inserts, newspapers, websites, magazines, online, television, and radio.
4. The inclusion in advertising of "free" or "discounted" Products with a Product covered by the MAP Policy would be considered a violation of the policy if it has the effect of discounting the advertised price below what is required by the MAP Policy.
5. Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP Policy.
6. Pricing listed on any Internet site, regardless of whether it is an e-commerce site or not, is considered "advertised price" and must adhere to the MAP Policy.
7. Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Wilma Schumann MAP Policy. Advertised price must always be at MAP or higher.
8. Wilma Schumann's MAP Policy does not establish maximum advertised prices therefore resellers of Wilma Schumann Products may sell any of its Products at any price in excess of the MAP established for those Products.
9. Wilma Schumann may, at its sole discretion, discontinue Products or engage in promotions with respect to certain Products. In these cases, Wilma Schumann reserves the right to modify or suspend the MAP Policy with respect to the affected Products by notifying all Resellers of such change.
10. Neither Wilma Schumann's sales personnel nor any other unauthorized employee has the authority to modify or grant exceptions to the MAP Policy. Please direct all questions or comments regarding the MAP Policy in writing to the policy administrator at: **sales@wilmaschumann.com**
11. Wilma Schumann reserves the right to modify, suspend, or discontinue the MAP policy, in whole or in part, at its sole discretion and to communicate these changes to all its resellers in writing either by posting it on its website or via email.

SECTION D: FAILURE TO COMPLY WITH MAP Policy

1. In the event a Reseller is found guilty of violating the MAP Policy, Wilma Schumann reserves the right to terminate the Reseller arrangement with no notice and require Reseller to return all Wilma Schumann Products in its possession immediately. Wilma Schumann will not entertain business relationships with individuals and entities whose actions compromise the perceived value of Wilma Schumann and its Products.
2. Wilma Schumann reserves the right to monitor the advertised price of its Resellers either directly or via the use of monitoring services provided by third-party agencies. The policy administrator shall be solely responsible for determining

¹ The Applicable Price List may vary slightly depending on variables such as exchange rates, demand and availability. The most current Applicable Price List shall be provided to Reseller upon request.

whether a violation of the MAP Policy has occurred, communicating decisions regarding sanctions when the policy is violated to Resellers, and reviewing any communication received from the Reseller regarding action taken in response to the violation.

SECTION E: AUTHORIZED RESELLER WARRANTY AND LIMITATIONS

1. At Wilma Schumann, we are committed to the highest level of materials and workmanship. When purchased from an authorized Reseller, all our Products are 100% guaranteed against manufacturing and material defects. This Guarantee and subsequent warranty is extended only to the original end-use purchaser and shall not be extended or transferred to any other person or transferee. All Wilma Schumann Products purchased from an authorized Reseller are guaranteed for a period of one year from the date of purchase. Items will be replaced at the discretion of Wilma Schumann. If a replacement Product is unavailable or discontinued, a comparable Product will be substituted.
2. This warranty does not cover defects or damage arising from improper use or maintenance, accident or external causes. Unauthorized use of your Product voids this warranty.
3. When Wilma Schumann has deemed it necessary to provide a replacement, Wilma Schumann will cover return shipping to all addresses within the United States. For international orders, customers will be responsible for all shipping charges. All Products covered under warranty will be replaced free of charge.

SECTION F: PAYMENT TERMS

1. Wilma Schumann accepts credit card or wire transfers as standard payment options.
2. Reseller agrees to prepay 100% of all orders before they are shipped. All prices are FOB Miami, FL. Reseller is responsible for all shipping costs, insurance, taxes, claims, damaged goods (not caused by inappropriate packaging), etc.