

Reseller Agreement

This Reseller Partner Agreement is hereby entered into between Get Well Supplements, LLC (A Florida limited liability corporation and hereafter called “GWS”) with principal place of business at 12467 62nd St N #104, Largo, FL 33773 and the reseller partner (“Reseller”) that accepts these terms as indicated below.

GWS and Reseller may be referred to individually as the “Party”, or collectively, the “Parties”. Reseller shall include all subsidiaries, affiliates, partners, and third-party beneficiaries to the terms of this Agreement.

GWS and Reseller mutually acknowledge the following:

1. GWS is in the business of
 - a. Manufacturing and selling health and wellness products for resell.
2. Reseller wishes to purchase and sell health and wellness products provided by GWS.

In consideration of the mutual promises and conditions hereinafter contained, it is agreed between the Parties as follows:

1. Our Agreement.

This Reseller Application is subject to acceptance by Get Well Supplements, LLC (“GWS”). Upon acceptance, this Reseller Application, together with the following Terms and Conditions, shall constitute the entire agreement (the “Reseller Agreement”) between GWS and the individual or entity identified on the Reseller Application (“Reseller”). The Reseller Agreement defines GWS’s and Reseller’s rights and duties and contains important information about the promotion of GWS Products. Reseller represents and warrants that she, he or it has read, understands, and agrees to abide by the Reseller Agreement, that the information provided on the Reseller Application is accurate and complete, and that Reseller may perform her/his/its obligations without breach of any other agreement. The Reseller Agreement contains the entire agreement between GWS and Reseller and supersedes and replaces any and all prior representations, warranties, negotiations, and agreements with respect to the subject matter hereof. GWS may at any time revise these Terms and Conditions by posting the amended Terms and Conditions on the GWS Website and any changes or additions will be effective immediately upon posting. Resellers must check the GWS Website frequently for revisions to these Terms and Conditions.

2. Purpose; Independent Contractor.

Reseller is not, and shall not represent herself, himself or itself to be an employee, agent, affiliate, or representative of GWS or a purchaser of a franchise or a business opportunity. The Reseller Agreement does not create an employee/employer relationship, agency, partnership, or joint venture between GWS and Reseller. Reseller shall not be treated as an employee of GWS for any purpose, including without limitation, for federal, state or local tax purposes. Reseller is solely responsible for all decisions made and all costs incurred with respect to her, his or its Reseller activities, and will assume all entrepreneurial and business risk in connection therewith. Reseller is solely responsible for all income tax returns and payments required to be filed with or made to any tax authority with respect to her/his/its activities. GWS will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Reseller's behalf.

3. Reseller Commitments.

Reseller agrees to: (a) conduct her/his/its Reseller activities with a high standard of professionalism and in a manner that reflects favorably at all times on GWS and the GWS Products; (b) avoid deceptive, misleading, or unethical practices; (c) make no representations, warranties, or other statements with respect to the GWS Products or any business opportunity that are different from or in addition to those in the Reseller Agreement and GWS marketing materials; (d) not bind GWS to any agreement, or pursue, waive, or compromise any of GWS's rights (or purport to do any of the foregoing); (e) reverse engineer any GWS Product or attempt to reformulate, manufacture, or produce the GWS Products or any product substantially similar to the GWS Products; (f) periodically review these Terms and Conditions, as amended and from time to time and posted on the GWS Website; and (g) otherwise comply at all times with, and accept exclusive liability for non-compliance with, all applicable laws, regulations, rules, and these Terms and Conditions.

4. Product Ordering and Sales; No Inventory Requirements.

Reseller understands that although there are minimum purchase requirements as detailed on the GWS Website, there is no minimum inventory requirement. Reseller and end-user customers may purchase GWS Products through the GWS Website. GWS may accept or decline any order for GWS Products, and may cancel or delay shipment of GWS Products for any reason, including without limitation if Reseller fails to make any required payment or otherwise fails to comply with the Reseller Agreement. Title and risk of loss to the products will pass to Reseller on delivery of the products to Reseller by the carrier of GWS's choice. GWS has the right to communicate and do business with any and all customers acquired through Reseller's efforts without restriction of any kind.

5. Sales and Marketing Restrictions; No Third-Party Platforms.

Reseller shall not market or sell GWS Products on sites or domains that are not owned or operated by Reseller, including Amazon (US, CA, MX, UK, FR, DE, IT, IN, CN, JP), Walmart, Jet, eBay, Rakuten, Alibaba, Alibaba Express, Groupon, LivingSocial, or other deal sites or third-party platforms or marketplaces.

6. Minimum Advertised Price.

Reseller shall not market or sell any GWS Product at below the minimum advertised price (“MAP”) set by GWS and as communicated to Reseller from time to time. In addition, Reseller may not offer any specialized pricing, such as “Two-for-One,” “Buy Two, Get One Free,” or any “Value Packs” that would have the effect of reducing the per unit MAP.

7. Sales Taxes.

Reseller is solely responsible for collecting and remitting applicable sales tax to the appropriate tax agency based on the purchase price of the GWS Products sold to Reseller’s customers.

8. Customer and Reseller Refunds and Returns.

Reseller acknowledges and agrees that Reseller is solely responsible for returns of GWS Products purchased from Reseller by a customer. GWS will only accept Reseller returns of GWS Products that are unopened, in original packaging, undamaged, marketable by GWS and returned to GWS within 7 days of receipt by Reseller.

9. GWS Content and Confidential Information.

GWS is and shall be the sole and exclusive owner of all rights, titles, and interest in and to GWS’s registered and unregistered trademarks and service marks (collectively, “GWS Trademarks”), website copy, slogans, marketing materials, look-and-feel, and all intellectual property and proprietary rights therein (collectively, “GWS Content”), subject only to the specific licenses granted to Resellers in the Reseller Agreement, and GWS expressly reserves all

such rights. Except as expressly set forth in the Reseller Agreement, Resellers shall not acquire or claim any rights in any GWS Trademarks or GWS Content. Reseller shall not use or disclose any Confidential Information of GWS except as expressly permitted by this Reseller Agreement.

10. Warranty; Defective Product Returns; Disclaimer.

GWS warrants that the GWS Products as and when delivered by GWS shall be free from material defects. GWS's sole obligation, and Reseller's sole and exclusive remedy, for breach of this warranty shall be to report any damaged or defective GWS Product within 7 days following receipt of such GWS Product from a GWS approved shipper, return such damaged or defective GWS Product within 7 days of receipt accompanied by a valid Return Authorization Number supplied by GWS, and receive a replacement or credit. Reseller agrees to refrigerate, upon receipt, all GWS products that require refrigeration. Reseller agrees to stop sale on any product that is past product's sell by date. Any products that Reseller has not sold by sell by date can not be returned or exchanged. If Reseller sells a product that is past its sell by date, Reseller assumes all risk and accountability for said sale. GWS is not responsible for compensating RESELLER for products that are not properly handled and stored once received by RESELLER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GWS HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE GWS PRODUCTS, THE GWS TRADEMARKS, THE GWS CONTENT, AND ANY OTHER SUBJECT MATTER OF THE RESELLER AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

11. Dispute Resolution.

Any claim or dispute arising under or relating to the Reseller Agreement (whether arising in contract, tort, claim of fraud or fraudulent inducement, or otherwise) that cannot be resolved through negotiation shall first be mediated in Pinellas County, Florida, and if it cannot be resolved by mediation, is subject to litigation in Pinellas County, Florida. In the event of any dispute with regard to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party and the non-prevailing party shall pay upon demand all reasonable fees and expenses of counsel for the prevailing party. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Reseller and GWS, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the parties.

12. Class Action Waiver.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Reseller nor GWS will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity.

13. Limitation of Liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL GWS OR ANY OF ITS RELATED PARTIES BE LIABLE TO RESELLER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, AND LOST OPPORTUNITIES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS RESELLER AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING, BUT NOT LIMITED TO, THE GWS PRODUCTS, PROGRAM, GWS MARKETING MATERIALS, OR GWS BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF GWS OR ANY OF ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Prevailing Party.

Prevailing party shall be defined as the party that was awarded anything over the damages set forth in the general written statement pursuant to section 11.

15. Indemnification.

Reseller agrees to losses or liabilities (including attorneys' fees) they may suffer or incur as a result of Reseller's breach or alleged breach of the Reseller Agreement. Without limitation of the foregoing, Reseller shall specifically indemnify the Indemnified Parties against any losses or liabilities they may suffer or incur as a result of Reseller being deemed an employee, agent, or holding any status other than an independent contractor, and Reseller's tax liabilities. Reseller agrees to indemnify, defend, and hold harmless GWS (together with its Related Parties, agents, other Resellers, stockholders, members, employees, directors, officers, and attorneys, collectively "Indemnified Parties") from and against any and all negligence of Reseller in its handling, distribution, storing and refrigeration of GWS products.

16. Term; Termination.

The term shall commence on the date of GWS's acceptance of Reseller's Application and continue until the date which is 30 days following the date on which either GWS or Reseller gives the other notice of termination.

GWS will not be liable to any Reseller for damages of any kind solely as a result of terminating the Reseller Agreement, and termination of the Reseller Agreement will be without prejudice to any other right or remedy of GWS under the Reseller Agreement or applicable law. Upon any expiration or termination of the Reseller Agreement, the following sections of this Reseller Application shall survive and continue: Sections 3, 7, 8 through 15, 17.

17. Miscellaneous.

The Reseller Agreement shall be governed by the law of Florida without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of Florida. If any provision contained herein is found by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision. The Reseller Agreement may not be assigned by Reseller without the express written permission of GWS, but may be freely assigned by GWS, and shall be binding on each of the parties' successors and permitted assigns. Any attempted assignment in violation of this Section shall be void.