



Dear Practitioner or Wholesaler,

At Quicksilver Scientific, Inc. ("Quicksilver"), we are committed to you—the reseller partners that help our company deliver products that help reduce your toxin burden and support optimal health. To protect our brands and the integrity of our authorized distribution channels in the United States, Quicksilver is implementing a U.S. Authorized Seller Program, effective April 1, 2024.

Among other benefits, our Authorized Seller Program will ensure that sellers of Quicksilver products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged, diverted, or otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **Quicksilver Scientific, Inc. Brand Protection Policy for the United States**, which is attached for your review.

You are expected to comply with the Brand Protection Policy to be an "Authorized Reseller" of our products. The key features of the Brand Protection Policy are noted below:

- **Permissible Customers:** Quicksilver is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of our products to unauthorized sellers. To this end, you may sell Quicksilver products solely to end users and not to persons or entities who intend to resell Quicksilver products.
- **Online Sales:** You may sell Quicksilver products online through your own ecommerce website, provided that your website complies with our Quicksilver Scientific, Inc. Online Sales Guidelines. **You may not sell Quicksilver products on any other website, including as a third-party seller on marketplace websites such as Amazon, eBay, or Walmart Marketplace, without prior written consent from Quicksilver.** Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase Quicksilver products have the best experience possible, the Brand Protection Policy outlines our expectations for the service you will provide to your customers. The Brand Protection Policy also describes certain steps you must take to maintain the quality of Quicksilver products until they reach end users.

Thank you for your careful attention to the Brand Protection Policy and for your continued support of Quicksilver and the Quicksilver Scientific, Quinton, QuintEssential, Golden Hour, and any other brands manufactured or sold by Quicksilver. If you have any questions regarding the Brand Protection Policy or Authorized Seller Program, please contact us at support@quicksilverscientific.com.

Sincerely,

Quicksilver Scientific, Inc.



QUICKSILVER SCIENTIFIC, INC. BRAND PROTECTION POLICY FOR THE UNITED STATES
Effective Date: April 1, 2024

This Quicksilver Scientific, Inc. Brand Protection Policy for the United States ("Brand Protection Policy") is issued by Quicksilver Scientific, Inc. ("Quicksilver") and applies to Authorized Resellers of Quicksilver products, including, but not limited to, Quicksilver Scientific, Quinton, QuintEssential, and Golden Hour-branded products and any other brands manufactured or sold by Quicksilver (collectively, "Product(s)") in the United States of America. By purchasing Products from Quicksilver for resale, you ("Reseller") agree to adhere to the following terms. This Brand Protection Policy supplements any then-current wholesale agreement between you and Quicksilver. Until such status is otherwise revoked by Quicksilver, in Quicksilver's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller." Quicksilver may review Reseller's activities for compliance with this Brand Protection Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users in the United States. An "End User" is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, or promote the Products outside the United States of America without Quicksilver's prior written consent. **Quicksilver's "Pro Only" Products may only be sold by Resellers that are licensed/certified healthcare professionals to End Users with whom the healthcare professional Reseller has a practitioner/patient relationship.**

2. **Online Sales.**

(a) Reseller is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (i) is operated by Reseller in Reseller's legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace); and
- (iii) is operated in compliance with the Quicksilver Scientific, Inc. Online Sales Guidelines, attached as Exhibit A, as Quicksilver may amend from time to time.

(b) Since Quicksilver's "Pro Only" Products are intended for use only upon the recommendation and guidance of a licensed/certified healthcare professional, Reseller shall not offer for sale or sell Products designated as "Pro Only" on Permissible Public Websites without first requiring the prospective End User to create an account with the Authorized Reseller's preapproval and log-in to purchase the "Pro Only" Products.

(c) **Reseller shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Quicksilver.**

(d) Quicksilver reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to offer for sale and sell Products on the Permissible Public Websites, and Reseller must cease all such offering for sale and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Brand Protection Policy supersede any prior agreement between Quicksilver and Reseller regarding the sale of the Products online. Any authorization previously

granted to Reseller by Quicksilver to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Quicksilver. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business and/or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Quicksilver or the Products. Reseller shall not advertise Products not carried in inventory. Reseller shall only purchase Products from Quicksilver.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Quicksilver Scientific, Inc. Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as Quicksilver may amend from time to time.

5. **Intellectual Property.**

(a) Reseller acknowledges and agrees that Quicksilver or its licensors own all proprietary rights in and to the Quicksilver Scientific, Quinton, QuintEssential, and Golden Hour brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Quicksilver IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Quicksilver IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the Quicksilver IP shall inure solely to the benefit of Quicksilver or its licensors.

(b) Reseller's use of the Quicksilver IP shall be in accordance with any guidelines that may be provided by Quicksilver from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Quicksilver reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Quicksilver IP at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by Quicksilver and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Quicksilver product name or any trademark owned by or licensed to Quicksilver, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to Quicksilver.

6. **Termination.** Quicksilver may terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of the Products or has any affiliation whatsoever with Quicksilver; and (iii) using all Quicksilver IP.

7. **Modification.** Quicksilver may amend this Brand Protection Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Quicksilver IP, or use of any other information or materials provided by Quicksilver to Reseller will be deemed Reseller's acceptance of the amendments.

EXHIBIT A

QUICKSILVER SCIENTIFIC, INC. ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by Quicksilver or any party other than Reseller.
2. Anonymous sales are prohibited. Reseller's full legal name or registered fictitious name, mailing address, email address, toll-free telephone contact, and hours of operation must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. The Permissible Public Websites must not give the impression that Products are offered for sale in cases. All Products must be priced per unit only.
4. Reseller shall regularly update inventory and remove out-of-stock Products from each Permissible Public Website.
5. The Permissible Public Websites must have a clear graphical design, with high-quality graphic presentation and adequate search and navigation capabilities, including keyword and brand search functions; contain all content necessary for the customer to make a decision to buy; provide a shopping cart or similar feature in which a customer may remove items and make adjustments to quantities and sizes while obtaining a clear statement of all charges (including shipping costs and taxes); and furnish customers with an order confirmation number after the submission of a completed order, which, at a minimum, allows the customer to track purchased Products through Reseller's customer service department.
6. At Quicksilver's request, Reseller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
7. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner, not to exceed twenty-four (24) hours after inquiry. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Reseller's sale of the Products to Quicksilver for review upon request. Reseller agrees to cooperate with Quicksilver in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews. Reseller shall maintain all records related to customer feedback for at least one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Reseller to disclose identifying information about its customers to Quicksilver.
8. The Permissible Public Websites shall comply with all applicable privacy, accessibility, and data security laws, regulations, and industry standards. The Permissible Public Websites shall provide customers with a secure transaction form using encrypted-data streams or other secure encryption technology, maintaining a high standard of transaction security as technology advances. Reseller shall have dedicated information systems personnel, web programming personnel, or both.
9. Reseller shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
10. Reseller shall process and ship each customer order within forty-eight (48) hours of order placement. Reseller shall furnish the customer with information or access to information regarding the expected arrival of any back-ordered items within forty-eight (48) hours of order placement by the customer; the customer should have the option to cancel the order upon notice of back-order.
11. Reseller shall provide a return policy and credit system, which is reasonable and adequate for customers to return merchandise to Reseller and receive credit for items purchased through the Permissible Public Website.

12. Except where Reseller has entered into a drop-shipment arrangement with Quicksilver whereby Quicksilver ships Products on Reseller's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Reseller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Reseller's.

EXHIBIT B**QUICKSILVER SCIENTIFIC, INC.
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Quicksilver regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight. Products requiring refrigeration must be stored between 2 degrees and 8 degrees Celsius (35.6 to 46.4 degrees Fahrenheit), and all other products must be stored between 15 degrees and 30 degrees Celsius (59 to 86 degrees Fahrenheit). The failure to properly refrigerate Products as directed by Quicksilver is a violation of this Brand Protection Policy and may result in termination of “authorized” status.
2. 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.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging. Do not dilute Products.
4. Do not resell any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Quicksilver at support@quicksilverscientific.com.
6. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired or soon-to-be expired. A “soon-to-be expired Product” is a Product that will expire before it can be fully consumed based on the total days’ servings in the Product. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by Quicksilver and applicable law.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly. Provide reasonable customer service hours of operation.
8. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Quicksilver. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Quicksilver reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Quicksilver. Cooperate with Quicksilver in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
9. Cooperate with Quicksilver with respect to any Product tracking systems that may be implemented from time to time.
10. Cooperate with Quicksilver with respect to any Product recall or other consumer safety information dissemination efforts.

11. Implement commercially reasonable loss prevention and anti-diversion measures. Notify Quicksilver promptly in the event of a theft or other loss of a material quantity of Products.
12. Report to Quicksilver any customer complaint or adverse claim regarding the Products and assist Quicksilver in investigating any such complaints or adverse claims.
13. Cooperate with Quicksilver in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.