



AUTHORIZED INTERNET RESELLER POLICY

We recognize that our success is tied to the success of our network of select Authorized Internet Resellers. We also know that our Authorized Internet Resellers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our authorized sellers' service and support efforts. As a result, Dynarex has unilaterally and independently established this Authorized Internet Reseller Policy (the "Policy") and a Minimum Advertised Price ("MAP") Policy. To qualify as and remain a Dynarex Authorized Internet Reseller, you must have a signed agreement with Dynarex and adhere to this Policy and these Dynarex Terms and Conditions at all times.

1. Maintain Current Business Information and Disclose All Locations That Carry Dynarex products

- Maintain accurate and up-to-date company information and disclose all internet retail locations and websites that carry Dynarex products throughout the term of your Authorized Internet Reseller relationship with Dynarex.
- Qualifying retail locations can only be one of the following: your physical brick and mortar store(s), your commerce-enabled website(s), or any temporary storefronts (events, trade shows, pop up stores, etc.).

2. Sell on Approved Retail Website(s) Only

Authorized Internet Reseller must only take orders via publicly accessible, e-commerce enabled web pages hosted on approved websites owned and operated by your company.

Online Authorized Internet Reseller can only sell on the following approved websites and or/social media.

- [Insert Website URL & Seller Name]
- [Insert Website URL & Seller Name]

Other than the approved websites above, selling on third-party sites (eBay, Amazon, Alibaba, Wal-Mart, CVS, Walgreens, etc.), drop-ship accounts (Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, Google etc.) or through direct messages on forums, or through Social Media Accounts like (Facebook, Twitter, Instagram, etc.) is strictly prohibited.

3. Report Sell-Through for Physical Retail Location(s) and E-Commerce Sites

Authorized Internet Reseller must provide sell-through information by SKU and approved internet retail location upon request. Dynarex reserves the right to perform an audit of all financial statements of Authorized Internet Reseller pertaining to Dynarex sales or the business operations (conduct) to ensure compliance with this policy.



4. Dynarex Trademarks & Brand Policy

- Authorized Internet Reseller must comply with Dynarex Trademark & Brand Policy by representing itself as a Dynarex Authorized Internet Reseller in all internet product advertising and sales material.
- Setting up businesses, registering domain names, or using social media usernames that contain the DYNAREX name or any of the DYNAREX trademarks is strictly prohibited. To ensure compliance with DYNAREX Authorized Internet Reseller Policy, you must only use approved marketing materials for all DYNAREX products.

5. Trademarks and Logos for Products, Names, Apps and Websites

Authorized Internet Reseller must not use any Dynarex Marks in a way that implies partnership, sponsorship, affiliation or endorsement with Dynarex. Reseller must comply with the below:

- Avoid trademarks, company names, product or feature names, domain names, or social media handles that are confusingly similar to the Dynarex Marks.
- Do not use or display the Dynarex word marks more prominently than your company, product, or service name.
- Do not alter the Dynarex Marks. "Dynarex" is our proper name, and it should be capitalized.
- Do not use, copy, alter or imitate Dynarex logos, trade dress, color scheme, website, products, packaging, icons, marketing materials or photographs.
- All uses of the Dynarex Marks must be truthful and accurate, and not likely to cause confusion as to source, affiliation or association.

6. Dynarex MAP POLICY

Authorized Internet Reseller must understand and conform to all obligations under Dynarex MAP Policy. Dynarex has an independent and unilateral United States Minimum Advertised Price Policy ("MAP Policy") that applies to all Authorized Internet Resellers of Dynarex products sold in the United States of America. Dynarex, in its sole discretion, reserves the right to discontinue doing business with any Authorized Internet Reseller that advertises any product(s) covered by the MAP Policy at a price lower than the MAP.



7. Sell to Retail Consumers Only

Authorized Internet Reseller may not sell or transfer products in bulk to B2B accounts, wholesalers, or freight forwarders/drop shippers for other Authorized Internet Resellers, third-party websites, bulk purchasers or any other entity that Authorized Internet Reseller knows or should know has intent to resell the products. Authorized Internet Reseller shall not sell or transfer any products to anyone other than persons that are end users of the products.

8. Only Purchase Dynarex Products Directly from Dynarex

Authorized Internet Reseller may not purchase Dynarex products from another Authorized Internet Reseller or from any other sources.

9. Only Sell Dynarex Products in Original Packaging

Authorized Internet Reseller may not alter original Dynarex packaging in any way prior to reselling Dynarex products. Removing Dynarex products from packaging, altering or changing UPC codes, changing or removing expiration dates, altering trademarks, removal of or altering of serial numbers, tracking codes, or any other identifying information and reselling Dynarex products in any condition other than sold by the Dynarex is strictly prohibited.

10. No Bundling Dynarex Products without Dynarex Express Permission

Authorized Internet Reseller must not re-SKU or bundle, or re-bundle Dynarex products in Authorized Internet Reseller assortments and data feeds without receiving prior written permission from the Dynarex.

11. Bulk Sales Customer Confusion

Authorized Internet Reseller will not advertise, market, display or demonstrate non-Dynarex products together with Dynarex's products in a manner that would create the impression that the other manufacturers' products are made by, endorsed by, or associated with Dynarex.

12. Sell to Customer(s) within an Assigned Geographic Territory

Authorized Internet Reseller must restrict customer order shipments to shipping addresses located within your assigned country or designated territory. This includes not selling or shipping Dynarex products to end consumers if your territory does not include the sales channel. Authorized Internet Reseller must include their full company



name, address, phone number and email address upon shipping in order to maintain quality customer service of the Dynarex products.

13. Provide Quality Customer Service

Authorized Internet Reseller and their sales personnel shall be familiar with the special 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. Authorized Internet Reseller must promptly provide customer service solutions that will respond to customer questions and concerns both before and after sale of the products. Authorized Internet Reseller and Authorized Internet Reseller'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 Dynarex. Authorized Internet Reseller agrees to cooperate fully with Dynarex in any investigation or evaluation of such matters.

14. Product Care, Quality Controls & Material Differences

Product Storage and Handling: Products delivered to and under the care of the Authorized Internet Reseller shall be stored in a safe manner that protects the Dynarex products, and brand reputation by storing them in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional Dynarex storage guidelines that may be specified by Dynarex from time to time.

Product Inspections. Authorized Internet Reseller, upon receipt of the products, shall inspect the products received by Dynarex for damage, defect, or other nonconformance (collectively, "Defects"). If the products are damaged or defective, Authorized Internet Reseller shall report the defect immediately to Dynarex at claims@dynarex.com, and may not offer the products for sale.

Recall of Products. Dynarex reserves the right to recall products that are defective or a risk to the consumer's safety. Authorized Internet Reseller shall cooperate with any and all safety information dissemination programs, or Recall efforts of Dynarex. Once a recall has been announced, the Authorized Internet Reseller must not offer the product for sale.

Product Warranties & Guarantees Authorized Internet Reseller must familiarize themselves with any warranty provided by Dynarex and honor the warranties according to Dynarex offerings and policies. All warranty and guarantee questions can be answered by customer service at 845-365-8200



15. Ensure PCI Compliance

Authorized Internet Reseller must ensure PCI (payment card industry) compliance for all approved commerce-enabled websites owned and operated by your company.

16. Maintain Updated Privacy Policy

Authorized Internet Reseller must publish and maintain a publicly accessible privacy policy.

17. Operate E-commerce Business Separately from Offline Retail Business

Authorized Internet Reseller must plan inventory for e-commerce business separately from inventory planned for any other distribution or sales channels and provide accurate sell-through numbers for each.

18. Limitation of Liability

No claims of any kind, whether as to materials delivered or for non-delivery of materials from Dynarex, and whether arising in tort or contract, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed; and the failure to give notice of the claim to Dynarex where the order was placed within sixty (60) calendar days from the date fixed for delivery shall constitute a waiver by Authorized Internet Reseller of all claims in respect of such products. In no event shall Dynarex be liable for special, indirect or consequential damages. Any claim with respect to defective products or breach of warranty must be promptly made and shall apply to products properly used, stored, applied and maintained.



19. Termination Or Suspension

This Agreement may be terminated with or without cause with sixty (60) days written notice to the other party.

Without limitation, the following events shall constitute grounds for immediate termination by Dynarex:

- If Authorized Internet Reseller shall file or have filed against it a petition in bankruptcy or insolvency or if Authorized Internet Reseller shall make an assignment for benefit of its creditors or if Authorized Internet Reseller's viability as a going concern should, in Dynarex judgment, become impaired;
- If Authorized Internet Reseller fails to provide and maintain a proper and sufficient sales force;
- If Authorized Internet Reseller degrades and places in bad repute the name and reputation of Dynarex expressly or by virtue of its methods of handling and/or promoting the products.
- If Authorized Internet Reseller fails to meet agreed upon payment terms.
- If Authorized Internet Reseller fails to comply with all the terms of Dynarex Authorized Internet Reseller Policy.

Except as may be otherwise determined pursuant to the laws of the jurisdiction where Authorized Internet Reseller has its principle office, Dynarex shall have no liability to Authorized Internet Reseller by any reason of any termination or cancellation of this Agreement by Dynarex, including without limitation, liability for direct or indirect damages on account of loss of income arising from anticipated sales, compensation, or for expenditures, investments, leases or other commitments or for loss of goodwill or business opportunity or otherwise.

Upon termination by either Dynarex or Authorized Internet Reseller, Dynarex shall have the option of buying back from Authorized Internet Reseller any new unsold Products purchased from Dynarex, at the prices charged to Authorized Internet Reseller.



20. Indemnification

Notwithstanding the provisions set forth above, Authorized Internet Reseller shall indemnify and hold harmless Dynarex against and from any claim, loss, damage or expense (including attorneys' fees and disbursements) (a) arising from any breach by Authorized Internet Reseller of any representation, warranty, covenant or other obligation of Authorized Internet Reseller of this Agreement, (b) resulting from any unlawful act committed by Authorized Internet Reseller or any Agent of Authorized Internet Reseller thereof, or (c) which Dynarex may sustain by reason of any act, omission or misrepresentation of Authorized Internet Reseller or Agent thereof.

21. Miscellaneous

Any reseller or distributor that fails to comply with this Policy will be deemed an unauthorized reseller of Dynarex products, and as such, shall have no further right to: 1) sell Dynarex products, 2) use Dynarex intellectual property, including any of its trademarks or copyrights, or 3) offer Dynarex consumer warranty applicable to any of the Products.

Dynarex reserves the right to update, amend, or modify this Authorized Internet Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Authorized Internet Reseller's continued use, advertising, offering for sale, or sale of Dynarex products, use of Dynarex IP, or use of any other information or materials provided by Dynarex to Authorized Internet Reseller will be deemed Authorized Internet Reseller's acceptance of the amendments. If any provision of this Authorized Internet Reseller Policy is held contrary to law, the remaining provisions shall remain valid. This Authorized Internet Reseller Policy and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without regard to its choice of law rules. In the event of a dispute over the terms or performance under this Authorized Internet Reseller Policy, Authorized Internet Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in New York.