

GENERAL WHOLESALE AGREEMENT (for Licensed Health Practitioners and Retailers)

This Wholesale Agreement (the “Agreement”) is made and entered into by and between **REC Initiatives, LLC** (hereinafter “Wholesaler” or “SUPREMEplex™”), and the undersigned Practitioner/Retailer (hereinafter “Practitioner” or “Retailer”).

Recitals Practitioner is a duly licensed health care professional or authorized retailer wishing to purchase and resell SUPREMEplex™ products (the “Products”) to patients or customers in their professional practice or place of business. Wholesaler agrees to supply Products on the terms set forth below.

1. Practitioner/Retailer Responsibilities

- Practitioners must maintain a current, valid professional license (e.g., MD, ND, DC, LAc, or equivalent) or business license and provide a copy, along with Tax ID and NPI (if applicable), to Wholesaler upon request or initial application.
- Practitioner agrees to comply with all federal, state, and local laws, including FDA regulations, regarding the sale, promotion, and dispensing of dietary supplements.
- Practitioner will provide professional, ethical, and compliant customer service, including responding promptly to inquiries and not making unauthorized health claims about the Products.

2. Storage of Products Practitioner agrees to store Products in a cool, dry environment (below 95°F/35°C) to maintain stability. Products remain stable for short-term exposure (24–48 hours) up to 125°F/52°C.

3. Pricing & MAP Policy

- Wholesaler provides a Manufacturer Suggested Retail Price (MSRP) list, available on the Practitioner portal.
- Practitioner agrees to honor the Minimum Advertised Price (MAP) policy. Products may not be advertised, promoted, or listed below MAP on any platform (including Practitioner’s website, social media, email, or third-party sites).
- Practitioner may offer in-office discounts or promotions at their discretion, provided they do not violate MAP or imply Products are being sold below cost.
- Violation of MAP may result in immediate termination of this Agreement and loss of wholesale pricing.

4. Sales Channels & Restrictions

- Products may only be sold or distributed through Practitioner’s own professional practice, brick-and-mortar location, or Practitioner’s verified website.
- Practitioner is strictly prohibited from reselling or distributing Products on third-party marketplaces including (but not limited to) Amazon, eBay, Walmart Marketplace, Etsy, or any auction/discount site without prior written authorization from Wholesaler.

- Unauthorized sales channels will result in immediate termination of this Agreement and potential legal action to protect brand integrity.

4.1 Authorized Use of Wholesale Account The Wholesale Account is granted for the purpose of reselling SUPREMEplex™ Products to Practitioner's patients or customers in the normal course of their professional practice or retail business. Practitioner may also purchase Products at wholesale pricing for their own personal or family use **if that is the only ordering they do**. However, the account may not be used predominantly or exclusively for personal consumption or resale to family members while representing oneself as an active reseller to patients or customers. Any misuse of the wholesale account, including purchasing primarily for personal or family use without meaningful resale activity to patients/customers, may result in immediate termination of this Agreement and loss of wholesale pricing privileges.

5. Minimum Order Requirements

- Minimum order quantity: three (3) units per product per order (unless drop-shipping on Practitioner's behalf).
- **Case orders of twelve (12) bottles receive significant discounts and are preferred.**

5.1 Minimum Activity Requirement To maintain wholesale pricing and account status, Practitioner agrees to place at least one (1) wholesale order every six (6) months. Alternatively, Practitioner must meet a minimum annual purchase threshold of \$500. Failure to meet this minimum activity requirement may result in termination of wholesale privileges and reversion to retail pricing.

6. Representation of Products

- All images, logos, and marketing materials provided by Wholesaler remain the property of Wholesaler. Practitioners may not alter (crop, change background, add text, etc.) without prior written consent.
- Practitioner may not represent Products in unauthorized categories or for unapproved uses without express written permission from Wholesaler.

7. Billing & Payment

- All orders require payment in full at time of order via credit card (Visa, MasterCard, Discover, American Express) or PayPal.
- No credit terms are extended at this time. Invoices may be issued for approved accounts via PayPal.

8. Sales & Tax

- Practitioner is solely responsible for collecting, reporting, and remitting all applicable sales taxes to the appropriate authorities.
- Wholesaler is not obligated to collect, report, or remit any taxes on Practitioner's behalf.

9. Shipping

- Delays beyond Wholesaler's control will be communicated within 24–48 hours.

10. Errors, Returns & Warranties

- Order errors or defects must be reported within three (3) business days of receipt.
- Wholesale sales are final. No returns except for verified defects or shipping damage, subject to Wholesaler approval and inspection.
- Wholesaler warrants that Products meet quality standards at time of shipment. Practitioner is responsible for proper storage and handling thereafter.

11. Force Majeure Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events beyond its reasonable control, including acts of God, war, terrorism, strikes, governmental regulations, pandemics, or supply chain disruptions.

12. Product Recalls In the event of a product recall, Practitioner agrees to cooperate fully with Wholesaler, including immediately ceasing sales and assisting with the return or disposal of affected Products as directed by Wholesaler.

13. Insurance Practitioner agrees to maintain general liability insurance in amounts reasonably sufficient to cover its business activities involving the Products. Upon request, Practitioner shall provide Wholesaler with a certificate of insurance.

14. Liability & Indemnification

- Wholesaler is not liable for Practitioner's business success, website/store operations, or any claims arising from Practitioner's sale or promotion of Products.
- Practitioner indemnifies and holds harmless Wholesaler against any claims, losses, or liabilities arising from Practitioner's unauthorized representations, sales practices, or failure to comply with laws.

15. Termination

- Either party may terminate this Agreement at any time with written notice.
- Wholesaler may terminate immediately for breach (e.g., MAP violation, unauthorized sales channels, license lapse, or unauthorized claims).
- Upon termination, Practitioner must cease using Wholesaler's trademarks, images, and marketing materials.

16. Confidentiality & Intellectual Property

- Practitioner agrees to keep confidential any proprietary information, formulas, pricing, or reports provided by Wholesaler (including scientific reports).
- All trademarks, logos, and materials remain Wholesaler's property.

17. Entire Agreement This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

18. Severability If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Assignment Practitioner may not assign or transfer this Agreement without the prior written consent of Wholesaler.

20. Right to Modify Wholesaler may modify this Agreement at any time. Changes are effective upon posting to the Practitioner portal or notice. Continued orders constitute acceptance.

21. Governing Law This Agreement is governed by the laws of the State of Arizona. Any disputes shall be resolved in the courts located in Maricopa County, Arizona.

Acceptance By placing an order or accessing the Practitioner portal, the Practitioner acknowledges that they have read, understood, and agree to be bound by all terms of this General Wholesale Agreement.

A copy of this Agreement may be downloaded and signed for the Practitioner's records, but acceptance is effective upon ordering or portal access.

Practitioner Signature

Practitioner Name: _____

Signature: _____

Date: _____

Printed Name: _____

Title/Position: _____

Business Name (if applicable): _____

Email Address: _____

Wholesaler Signature

REC Initiatives, LLC

By: Lori Tran

Lori Tran, Founder & CEO

Date: 05/22/2026

Lori Tran, Founder & CEO
REC Initiatives, LLC
4539 N 22ND ST #6810,
PHOENIX, AZ 85016, USA