

JAN MARINI SKIN RESEARCH, INC.**POLICIES ON INTERNET SALES**
Effective January 1, 2020

All authorized Jan Marini Skin Research resellers, whether currently operating an internet site or not, must acknowledge and approve the following policies.

To be authorized to sell any Jan Marini Skin Research (JMSR) products online you must comply with the following:

- 1. You must be an authorized JMSR internet reseller.** JMSR will approve the listing and sale of JMSR products over the Internet (including any and all social media platforms such as Facebook, Instagram, Twitter, LinkedIn, etc.) only by authorized JMSR Resellers, and only as an extension of a legitimate walk-in medical office, medi-spa or licensed skin care establishment. You must obtain JMSR's written approval prior to selling or listing JMSR products via the Internet. To do so, please submit the URL for an online business to JMSR for approval and monitoring.

Following initial approval by JMSR, a Reseller may modify its web site or social media site without obtaining subsequent approval from JMSR, provided that JMSR shall have the right to disapprove such modifications and require changes it deems necessary, in its sole discretion, to promote JMSR's image and brand, and to maintain high standards in the marketing of JMSR products by Internet Resellers.

- 2. The online sales domain must operate under the name of the approved JMSR Reseller.** JMSR will approve sales of JMSR products only from a web site or social media site operated exclusively under the JMSR Reseller's name or web site domain. JMSR's Reseller's web site must prominently display the Reseller's contact information, including at a minimum the Reseller's name, address, and phone number.
- 3. You may conduct online business for JMSR products only in the United States (including Puerto Rico).**
- 4. You may not sell, give, or otherwise provide JMSR products to any unauthorized source, including, but not limited to, (a) any other reseller or website which has not been approved by JMSR, (b) any person or entity representing any such unauthorized reseller or intending to offer JMSR products to an unauthorized reseller, or (c) any person seeking JMSR products for any reason other than a legitimate business transaction as contemplated in this Agreement.** As only one example, sales of JMSR products or the display of JMSR copyrighted and/or trademarked materials via online web sites such as eBay, Walmart, Overstock and Mercari, etc. are prohibited. Similarly, the sale or gift of JMSR products to any person looking for unsold products is prohibited. We maintain a complete list of *authorized* JMSR Resellers. A partial list of *unauthorized* resellers is posted on our website. Please review the website, and if you have any questions, phone our customer service department.
- 5. Resellers may not advertise JMSR products over the Internet (including any social media site) at prices lower than JMSR's suggested retail prices without the prior written consent of JMSR.** However, from time to time JMSR may approve pre-authorized, company-sanctioned promotions which may be included in a Resellers' Internet advertising. Notwithstanding the above, these Policies do not *require* you to list prices on your website if you would prefer not to. Please be aware that not all SKUs may be sold online. Sales must be limited to an allowed SKU list.
- 6. You must comply with JMSR's trademark policies.** An approved Internet Reseller may use and refer to JMSR's name, trademarks, logos and slogans (collectively "trademarks") solely to distinguish JMSR's products in connection with the Reseller's authorized sales of those products, provided that (a) JMSR's trademarks may not be altered in any way; (b) no JMSR trademark may be used as all or part of any Reseller's domain name, company name or trade name; (c) no JMSR

trademark may be used so as to cause confusion about the origin of JMSR products or to lead the viewer to believe that JMSR's and Reseller's relationship is anything other than that of independent parties; and (d) No JMSR trademark may be used so as to dilute, defame, disparage or harm JMSR's reputation.

An approved Internet Reseller must adhere to the guidelines for use of marketing images set forth at <https://www.janmarini.com/professionals/marketing>. JMSR shall retain sole ownership rights to the trademarks and the Reseller shall not acquire any right to JMSR's trademarks or any intellectual property of JMSR by their use. JMSR's trademarks may be used only to the extent specified herein.

- 7. **These Policies shall be binding upon a Reseller's heirs, successors, and/or assigns.** If your business is conveyed, in whole or in part, to another person or entity, these Policies shall continue to bind that person or entity and you should so inform the successor person or entity.

Failure to comply with these policies may, at JMSR's sole discretion, result in restrictions and/or conditions being placed on the Reseller's account, up to and including account closure. Upon account closure the Reseller shall immediately cease offering JMSR products for sale over the Internet. In the unlikely event that legal action becomes necessary against any Reseller which violates these policies, JMSR shall be entitled to recover its attorneys' fees and damages if it prevails in such action.

The Policies on Internet Sales set forth in this document constitute the entire agreement between the parties hereto concerning said Internet sales, and any prior written or oral agreement between the parties pertaining to the same subject matter is expressly superseded and cancelled. Any modification of these policies must be in writing signed by an authorized representative of JMSR and Reseller.

Please enter the information requested below. Your signature at the bottom of this documents constitutes your agreement to comply with these policies in their entirety.

Practice / Business Name

Telephone Number

JMSR Account Number

Name of Authorized Signatory

Email Address

Title of Authorized Signatory

HTTP:// _____
Web Site Address (URL) – if do not currently have a website URL, please write "none"

By: _____
Authorized Signature

Date