



AUTHORIZED LUMIN RESELLER AGREEMENT

This Authorized Lumin Reseller Agreement (the “Agreement”) is made on _____ (the “Effective Date”) between 3B Medical Inc. (“3B”), a Florida Company, whose place of business is 203 Avenue A NW, Winter Haven, FL 33881, and _____ (the “Reseller”), whose principal place of business is _____.

1. Appointment of Reseller.

Authorization and Appointment. 3B hereby authorizes and appoints _____, (YOUR COMPANY NAME), and _____ (YOUR COMPANY NAME) accepts the authorization and appointment, as 3B’s non-exclusive reseller, to market, sell, or incorporate for resale the 3B Lumin, Lumin and Lumin Wand.

2. Providing Products. 3B shall:

- a. Fulfill all of the Reseller’s Purchase Orders that 3B accepts, and,
- b. Replace or repair defective Products that are under warranty.
- c. 3B shall deliver each order of Products to the Reseller on the Delivery Date and to the location specified in the Purchase Order.

3. Product Materials.

- a. Marketing and Informational Materials. 3B shall provide the Reseller with the marketing, promotional, and other information about the Products that 3B typically provides to other distributors of its Products.
- b. Regulatory Documentation. On the Reseller’s reasonable request, 3B shall supply the Reseller with all documentation that the Reseller requires to comply with the regulatory requirements of all Governmental Authorities in the Territory.

4. Acceptance and Rejection of Product Deliveries.

- a. Inspection Period. The Reseller will have seven (7) business days after 3B delivers an order to inspect and test the products for defect and to ensure the order meets the specifications of the applicable Purchase Order (the “Inspection Period”).
- b. Deemed Acceptance. The Reseller will be deemed to have accepted the Products if the Reseller fails to notify 3B on or before the expiration of the Inspection Period, or if during the Inspection Period, the Reseller sells or attempts to sell, runs, or otherwise uses the

Products beyond what is necessary for inspection and testing, and in a way a reasonable person would consider consistent with the Reseller having accepting the delivery.

5. Changes to Products.

3B may discontinue or modify the Products, modify the Product specifications, or replace the products with similar products, except that 3B may not discontinue, modify, or replace Products that are subject to an accepted and outstanding Purchase Order, unless required by law or due to a public safety issue.

6. Price.

- a. Reseller Price. The Reseller shall pay 3B's wholesale list price for the Lumin.

LUMIN - Master Case: 4/Case

Pallet: 60/Pallet

\$145.00 each if quantity is less than pallet quantity of 60 units

\$135.00 each if quantity is equal to or greater than pallet quantity of 60 units.

LUMIN WAND - Master Case: 8/Case

Pallet: 128/Pallet

\$109.00 each if quantity is less than pallet quantity of 128 units

\$ 99.00 each if quantity is equal to or greater than pallet quantity of 128 units

- b. Resale Prices. The Reseller may determine its own retail prices; however, this price can never be less than the Minimum Advertised Pricing ("MAP") as issued by 3B. Violation of 3B's MAP policy will result in suspension of all purchasing privileges.

7. Payment and Invoicing.

- a. The Reseller shall pay each invoice according to agreed upon terms. 3B Medical's standard terms require Reseller to pay each invoice within thirty (30) days of receipt of invoice.
- b. 3B shall invoice the Reseller for each delivery of Products within seven (7) business days after acceptance of the delivery.
- c. 3B shall:
- i. Make each invoice to the Reseller in writing, including:
 1. An invoice date and number,
 2. The total amount due, and
 3. The calculation of the total amount.
- d. Taxes. Payment amounts under the Agreement do not include taxes, and the Reseller shall pay all taxes applicable to payments between the parties under the Agreement.

8. Minimum Advertised Pricing ("MAP").

- a. The pricing for the 3B Lumin must be at or exceeding the published MAP pricing issued by 3B. The pricing at the time of this Agreement is:

Lumin | MSRP \$319.00 | MAP \$269.00 |

Lumin Wand | MSRP \$199.00 | MAP \$169.00 |

3B retains the right to change the MAP pricing at any time.

- b. The Reseller is responsible for ensuring the Lumin pricing is at or above MAP on any Reseller produced sales brochures, print ads, broadcasts, direct mail, faxes, internet placements, websites, flyers, posters or coupons.
- c. From time to time, 3B may permit, through written consent, the Reseller to advertise the Lumin at prices lower than the MAP price. In such events, 3B reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to the Reseller of such changes.
- d. Failure to comply with the MAP pricing terms as described above may result in the immediate loss of Reseller privileges and the ability of the Reseller to purchase the Lumin both directly from 3B Medical as well as through 3B Medical's Authorized Distribution partners. Violation of 3B Medical's MAP policy may also result in cancellation of product warranty coverage.
- e. Violations from Resellers will need to be corrected within twenty-four (24) hours of notification.
- f. Upon discovery of a MAP violation, 3B retains the right to suspend or close the Reseller's account on hold temporarily and/or permanently. Reseller acknowledges that 3B reserves the right to enforce accounts closures with all authorized distribution partners.

9. Intellectual Property.

- a. Except for rights expressly granted under the Agreement, nothing in the Agreement will function to transfer any of either party's intellectual property rights to the other party.
- b. Each party will retain exclusive interest in and ownership of its intellectual property developed before the Agreement or developed outside the scope of the Agreement.
- c. Reseller acknowledges that "Lumin" is a registered trademark of 3B Medical, and agrees not to bid on the branded trademark as a keyword. Use of the trademark is authorized in ad text and for promotional marketing.

10. Marketing Channel Restrictions.

- a. Reseller agrees to refrain from the marketing and sales of Lumin, Lumin and Lumin Wand on the following eCommerce platforms: Amazon.com, eBay.com and Craigslist. The Lumin and Lumin Wand are serial numbered products. On occasion, 3B Medical will conduct test buys as part of its eCommerce MAP and Channel enforcement. Violation of the channel restrictions may result in rescission of product warranty coverage for all products sold through restricted channels along with loss of all reseller privileges.

11. Reseller's Responsibilities.

- a. The Reseller shall comply with all applicable state and federal laws related to the sale of Lumin and Lumin Wand and notify 3B if it becomes aware of any non-compliance in connection with the product.
- b. The Reseller shall not create or attempt to, or aid or permit others to, create by reverse engineering, disassembly, reverse engineering or otherwise, the internal structure, hardware design, or organization of the Lumin and/or Lumin Wand.

- c. The Reseller shall not remove or alter any trademarks, product identification, notices of any proprietary or copyright restrictions, or other markings or notices that appear on the Lumin. Use of 3B Medical's intellectual property is subject to the terms of 3B Medical's consent and authorization, which may be revoked at any time.

12. Warranty.

3B Medical warrants that Lumin will be free from defects in materials and workmanship for a period of:

- Lumin - two (2) years from the date of shipment
- Lumin Wand – one (1) year from the date of shipment

If the product proves defective during the warranty period, 3B Medical, at its option, will:

- a. repair the product by means of telephone support or depot service at no charge for parts or labor
- b. replace the product with a comparable product which may be new or refurbished
- c. refund the amount paid for the product, less a reasonable allowance for usage, upon its return

13. Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its principles of conflicts-of-law or choice-of-law.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized officers as of the date and year indicated above.

3B MEDICAL, INC.

Signature: _____

Print: _____

Date: __/__/__

Company Name of Reseller: _____

Signature: _____

Print: _____

Date: __/__/__