



By purchasing Bimeda Inc. products for resale, you agree to adhere to this Reseller Policy.

In order to ensure Bimeda Inc., (“Bimeda”), Resellers can sustain healthy margins on Bimectin Paste, Exodus Paste, Equimax Paste, Confidence EQ, Gastrobim and Secure Cattle products and ensure that Bimeda’s end-users are being provided a quality sales experience and customer support, Bimeda has announced this Reseller Policy (the “Reseller Policy”). Bimeda believes that its end-user customers are best served by having Resellers who market Bimeda’s products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

Bimeda has also decided that, in order to maintain and protect the viability of the Bimeda Reseller network for its products, in order to protect the value associated with Bimeda’s brands in connection with its products, and in order to ensure high-quality support by Resellers to end-users of those products, Resellers must comply with the following terms and conditions:

1. **Authorization of Online Sales.** Bimeda grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Products to End-Users located in the United States of America (the “Territory”), through the Reseller’s own website;
2. **Third-Party Internet Marketplace Sales.** Reseller is prohibited from selling Bimeda products on Internet marketplaces, including, but not limited to, Amazon, Walmart, eBay, Target, Rakuten, Sears, unless Reseller obtains written permission from Bimeda authorizing them to sell on specific Internet Marketplaces and under specific seller names. Bimeda may revoke or amend Reseller's Internet Marketplace Authorization by sending notice to Reseller, and such revocation or amendment shall become effective upon delivery of such notice;
3. **Transshipping.** Resellers shall not transship products. Specifically, Resellers shall not sell or transfer any Bimeda products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of Bimeda products to anyone at the request of Bimeda;
4. **Geographic Sales Boundary.** Resellers may only sell and advertise for sale Bimeda products within the United States. Bimeda hereby expressly prohibits Resellers from soliciting or consummating sales outside of the United States;
5. **Reseller Obligations.** During the Term of this Agreement, Reseller shall:
 - a. use its best efforts to display, promote, demonstrate, market, and sell the Products;
 - b. comply with additional terms of sale as otherwise provided by Bimeda and as such terms may change from time to time by Bimeda in its sole discretion;
 - c. not sell or otherwise promote, advertise, market, or provide the Products outside of the Territory;
 - d. not obscure or alter in any fashion the serial number on any Product or its packaging;
 - e. promptly respond to all communications and correspondence from Bimeda and to comply with all reasonable guidelines, policies, and procedures issued by Bimeda from time-to-time; and
 - f. conduct and maintain at all times its operation in compliance with all applicable Federal and State Laws and regulations. Distributor agrees not to engage in any unfair trade practices
6. **Intellectual Property.**

- a. **Grant.** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users.
- b. **Restrictions and Limitations.**
 - i. Reseller shall ensure that the Licensed IP is: (a) used in conjunction with the ® or TM designations as directed by Bimeda; (b) not modified in any manner without the prior written consent of Bimeda; (c) used alone without any other terms, marks, or designs which may detract from the Licensed IP; (d) not used in any way that disparages the IP or the Bimeda; and (e) displayed according to specifications which Bimeda may provide or amend from time to time.
 - ii. Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of Bimeda. Reseller shall not do anything inconsistent with Bimeda's ownership of the Licensed IP, including, but not limited to, using, causing or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), metadata tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or Bimeda's title to or rights in the Licensed IP.
 - iii. Upon termination of this Agreement, Reseller shall immediately discontinue and abandon its use of the Licensed IP, shall cease to advertise or represent itself as an Authorized Bimeda Reseller, and shall cease to market, advertise, offer to sell, and/or sell the Products. Reseller must promptly return to Bimeda all confidential information, including, but not limited to, all documents and information concerning prices, marketing, advertising, and promotional activities.
7. **Paid Search Advertising.** Reseller shall not, directly or indirectly, without Bimeda's prior written consent, which may be granted or withheld in Bimeda's sole discretion, engage in any paid search advertising, search engine marketing, or other online advertising or marketing campaign that uses a Bimeda Mark or any word or phrase that is confusingly similar to a Bimeda's Mark (including any variation or misspelling) as a stand-alone search term or keyword. Reseller must set the Bimeda Marks as a negative exact match or negative keywords. Any paid search advertising, search engine marketing, or similar online advertising or marketing campaign by Reseller must use the Bimeda Mark combined with a descriptive or generic term or phrase related to the Products and shall not identify Products unavailable for purchase from Reseller, or direct consumers to a website that does not sell Products, or use terms like "official" or "original" or other words and phrases that are misleading or inaccurate. Further, Reseller's online advertising or marketing campaigns shall be consistent with the high standards, value, reputation, and prestige associated with the Products and the Bimeda Marks and shall not use terms such as "clearance" or "lowest prices" and the like or identify percentage or dollar discounts. In all cases, Bimeda will make the final determination in its sole discretion as to whether a particular use of a Bimeda Mark in online advertising or marketing campaigns is permissible;
8. **Sales Practices.** Resellers shall conduct their business reasonably and ethically at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by Bimeda. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Bimeda products;
9. **Quality Controls.** Bimeda maintains strict quality control standards to ensure the safety and effectiveness of its Products, particularly given their intended use for animal consumption. Authorized Resellers must store, handle, and transport Products in a manner that preserves their quality, including maintaining appropriate environmental conditions and protecting Products from damage, contamination, or degradation.

Authorized Resellers may sell only Products that are in original, unopened, and unaltered packaging with all labels, lot codes, expiration dates, and identifying information intact. The relabeling, repackaging, bundling, or alteration of Products is strictly prohibited.

Resellers must ensure that Products are sold within their designated shelf life and must not sell expired or compromised Products. Inventory must be properly rotated to maintain freshness and safety.

Authorized Resellers must maintain records sufficient to trace Products back to an authorized source and must provide such documentation upon request. Resellers are required to cooperate fully with any product recall or safety notice issued by Bimeda.

10. **Warranty.** Bimeda's limited warranty applies only to products purchased by end users from Bimeda or its Authorized Resellers. Products obtained from unauthorized sellers, including unauthorized online marketplace sellers or other third parties, are not eligible for warranty coverage, support, or service. To be eligible for warranty protection, the original purchaser may be required to provide proof of purchase showing that the product was purchased from an Authorized Reseller. Bimeda disclaims all responsibility for products purchased from unauthorized sources, including issues related to authenticity, condition, storage, handling, and performance.
11. **Service.** Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all Bimeda products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy;
12. **Product Packaging.** Resellers shall sell Bimeda products in their original packaging. Relabeling, repackaging, bundling, and other alterations are not permitted without written permission from Bimeda. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products; and
13. **Unilateral Pricing Policy.** Resellers are informed of Bimeda's pricing policy as they apply to the advertisement for sale of Bimeda products from Resellers to end-users in the United States.. There is no agreement, express or implied, between Bimeda and Resellers with respect to the advertised or resale pricing of Bimeda products. If any director, officer, employee, representative, or other agent of Bimeda tries to coerce Resellers to agree to the price at which Resellers advertise or resell Bimeda products, such action shall be considered void, unauthorized, and without effect, and Resellers shall promptly notify Bimeda at Brandprotection@bimeda.com
14. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions set forth by Bimeda from time to time, which may be changed by Bimeda in its sole discretion.

Bimeda reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a Reseller's continued use, advertising, offering for sale, or sale of the products will be deemed Reseller's acceptance of the amendments.

If Bimeda determines that a Reseller violates this Reseller Policy, Bimeda may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the Reseller or instructing its distributors to refuse to accept orders from the Reseller.

Any questions regarding this Reseller Policy must be emailed to: BimedaUS@brandprotection.bimeda.com.