

April 20, 2017

Re: Daiwa's Dealer Terms and Conditions

Dear Sirs,

Daiwa Health Development (Daiwa), the maker of PeakImmune™ nutritional supplements, has independently adopted a set of terms and conditions for the distribution of Daiwa branded products. "Daiwa's Dealer Terms and Conditions" are designed to protect the image and goodwill of Daiwa and its products, brand names and trademarks, and to help ensure that Daiwa's products are delivered through professional and knowledgeable dealers that provide quality customer service. Dealers are free to determine if they wish to follow Daiwa's Dealer Terms and Conditions or not.

1. Dealers may advertise Daiwa branded products at a price no lower than the minimum resale price (MRP) listed on Exhibit A to this letter as may be updated from time to time by Daiwa.

2. Dealers may depart from the MRP and sell Daiwa products with legitimate volume discounts at their discretion so long as such discounts are not advertised, and so long as the sales prices displayed in any advertising for Daiwa products are at or above the MRP set forth in Exhibit A.

3. Dealers may not advertise, offer to sell or sell Daiwa branded products in any illegal, deceptive, undesirable or improper manner, or in any way that misrepresents the nature, quality or performance characteristics of Daiwa branded products. Daiwa does not intend to supply dealers that make false, misleading or unjustified claims or representations, or who imply or create the reasonable impression that Daiwa branded products prevent, cure, mitigate or may effectively treat illnesses or diseases.

4. Dealers may not advertise, offer to sell or sell Daiwa branded products by any manner that reduces or disparages Daiwa or Daiwa branded products.

5. Dealers may not use Daiwa's name, trademarks, image, logos, artwork, trade dress and any other intellectual property information accurately and honestly, and do not utilize any of the foregoing to sell or offer to sell products of another manufacturer or otherwise mislead potential purchasers as to Daiwa's products or its policies.

6. Dealers must comply fully with Daiwa's standard sales policy, as set forth on the reverse side of each invoice, as well as any previously announced policies. The terms, conditions, and provisions in this policy letter are solely those of Daiwa, and not of its distributors or any other business.

7. Daiwa reserves the right to require dealer to sell back Daiwa product inventory either directly to Daiwa or through Daiwa's distributor and/or to require advertising and/or website modification for dealers in violation of this policy.

Daiwa reserves the right to change, modify, amend or discontinue Daiwa's Dealer Terms and Conditions at any time without prior notice. From time to time Daiwa may announce in writing a change, amendment or supplement to MRP prices or to any of Daiwa's Dealer Terms and Conditions, by regular mail and as posted on Daiwa's website, at Daiwa's sole discretion. Dealers are responsible for keeping themselves current at all times on MRP prices and all other aspects of Daiwa's Dealer Terms and Conditions.

A determination by Daiwa not to continue any further business with a dealer that does not follow Daiwa's Dealer Terms and Conditions will be upon the basis of each stock-keeping unit (SKU). Where Daiwa makes such a determination, every store in common ownership and control as the particular store that has committed a violation, i.e. the entire account, will not receive future shipment of Daiwa products, on an SKU basis.

Please be aware that Daiwa's Dealer Terms and Conditions are a corporate policy of Daiwa and they cannot be waived by any agent, employee, representative or other third parties. There is no assurance, express or implied, to any dealer that Daiwa will continue or enforce Daiwa's Dealer Terms and Conditions. Daiwa's Dealer Terms and Conditions are subject to the Laws of The State of California and are applicable only to Daiwa branded product sold within the United States.

If you have questions about Daiwa's Dealer Terms and Conditions, please put them in writing and send them to Daiwa's Dealer Terms and Conditions Administrator, 1411 West 190<sup>th</sup> Street, Suite 375, Gardena, CA 90248, Fax 310-329-2648.

We appreciate your business and thank you for your interest.

Sincerely,

Hank Cheatham  
V.P. Marketing and Sales

Daiwa Health Development

**Daiwa's Dealer Terms and Conditions**  
**Exhibit A**  
**Minimum Resale Prices**

| <b>SKU</b>                               |         |
|--|---------|
| PeakImmune4™ Suggested Retail Price(SRP) | \$59.90 |
| PeakImmune4™ Minimum Resale Price(MRP)   | \$47.92 |