

OMRON HEALTHCARE, INC. AUTHORIZED RETAILER POLICY
Effective Date: August 15, 2019

This Omron Healthcare, Inc. Authorized Retailer Policy (“Retailer Policy”) is issued by Omron Healthcare, Inc. (“Omron”) and applies to Authorized Retailers of Omron products (“Product(s)”) in the United States of America. By purchasing Products from Omron for retail sale, you (“Retailer”) agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer agreement between you and Omron. Until such status is otherwise revoked by Omron, in Omron’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer” hereunder. Omron may review Retailer’s activities for compliance with this Retailer Policy and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is authorized to sell Products purchased from Omron solely to End Users. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, invoice, or promote the Products outside the United States of America without Omron’s prior written consent.
2. **Online Sales.** Retailer is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:
 - (i) is operated by Retailer in Retailer’s legal name or registered fictitious name;
 - (ii) conspicuously states Retailer’s legal name or registered fictitious name, mailing address, telephone number, and email address;
 - (iii) does not give the appearance that it is operated by Omron or any third party; and
 - (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Omron may amend from time to time.

Retailer shall not advertise or sell Products on or through any website, online marketplace (e.g., Amazon, eBay, Jet, Walmart Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Omron. Omron reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Omron and Retailer regarding the sale of the Products online.

3. **Sales Practices.** Retailer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Omron. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Omron. Retailer shall provide sell-thru information by SKU and approved retail location upon request, including Permissible Public Websites.

4. **Product Care, Customer Service, and Other Quality Controls.**

- (a) Retailer shall comply with all instructions provided by Omron regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Retailer shall store Products in a cool, dry place, away from direct sunlight.
- (b) Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Retailer shall not remove, translate, or modify the contents of any label or literature (e.g., manuals, inserts, quick-start guides) on or accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC or UDI code, model number, or other identifying information on Products or their packaging.
- (c) Retailer shall not represent or advertise any Product as “new” that has been returned open or repackaged.

(d) Promptly upon receipt of the Products, Retailer shall inspect the Products, their labeling, and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to Omron within one business day of discovering such Defect.

(e) Retailer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Retailer must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(f) Retailer shall cooperate with Omron with respect to any Product tracking systems that may be implemented from time to time. Upon receipt of any returned Product, Retailer shall preserve original labeling to support lot number traceability.

(g) Retailer shall utilize a first in first out method of inventory management for any Products with limited shelf life, including any Products packaged with batteries.

(h) Retailer shall not attach any labels to Product master or inner cartons which conceal the model number and bar code.

(i) Retailer shall cooperate with Omron with respect to any Product recall or other consumer safety information dissemination efforts.

(j) Retailer shall report to Omron any customer complaint or adverse claim regarding the Products of which it becomes aware. Retailer shall assist Omron in investigating any such complaints or adverse claims.

(k) Retailer shall cooperate with Omron in the investigation and resolution of any quality or customer service issues related to Retailer's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Trade Names; Intangible Property; Etc.** Retailer acknowledges and agrees that Omron or its licensors own all proprietary rights in and to the Omron brand, name, logos, trademarks, service marks, trade dress, copyrights, patents, and other intellectual property related to the Products. Subject in any event to direction and approval from Omron, Retailer may use trademarks, service marks, copyrighted materials (including pdf and graphics files), trade names, logos and other words or marks of Omron in connection with the sale of the Products ("**Intangible Property**"). Retailer agrees that (i) it will not at any time hold itself out as Omron or as part of Omron; (ii) it will only use the Intangible Property for the purpose of promoting the sale of the Products in accordance with guidelines supplied by Omron from time to time; (iii) none of the Intangible Properties, nor any misspelling or confusingly similar variation of any of the Intangible Properties, may be used as part of the name under which Retailer's business is conducted; (iv) upon expiration or termination of this Retailer Policy, Retailer's rights hereunder shall terminate and Retailer immediately shall (A) discontinue all use of the Intangible Properties, (B) stop holding itself out as a retailer for Omron or the Products and (C) at Retailer's expense, remove or reface all signs displaying any of the Intangible Properties; (v) Omron and its affiliated companies own full right, title and interest in and to the Intangible Properties, (vi) Retailer will never challenge the rights claimed by Omron or its affiliated companies to the Intangible Properties and will not register any web domain names or URLs that include the Omron name, any other Intangible Property, or any misspelling or confusingly similar variation of any other Intangible Property; (vii) all use of the Intangible Properties will inure to the benefit of Omron; (viii) Retailer will not in any way associate the Intangible Properties with the marketing of products or services other than the Products; and (ix) Retailer promptly shall notify Omron in writing of any actual or alleged infringement of any of the Intangible Properties. This section shall survive termination hereof.

6. **Termination.** If Retailer violates this Retailer Policy, Omron reserves the right to terminate Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Omron Products or has any affiliation whatsoever with Omron; and (iii) using all Intangible Property.

7. **Modification.** Omron reserves the right to update, amend, or modify this Retailer Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Retailer's

continued use, advertising, offering for sale, or sale of the Products, use of the Intangible Property, or use of any other information or materials provided by Omron to Retailer following notice of the amendments will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Retailer Policy, and its attachments, if any, constitute confidential, proprietary information of Omron and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Omron.

EXHIBIT A
OMRON HEALTHCARE, INC. ONLINE SALES GUIDELINES

Retailer's approval to sell Omron Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Websites must not give the appearance that they are operated by Omron or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Omron's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to Omron for review upon request. Retailer agrees to cooperate with Omron in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including two-factor authentication, authorized territory shipping restrictions, and customer fraud resolution procedures.
6. Retailer shall maintain an updated and publicly accessible privacy policy, published on the Permissible Public Websites.
7. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
8. Unless separately authorized by Omron in writing, Retailer shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Retailer fulfill orders in any way that results in the shipped Product coming from stock other than Retailer's.
9. In marketing the Products on the Permissible Public Websites, Retailer shall only use images of Products either supplied by or authorized by Omron and shall keep all Product images and descriptions up to date. Retailer shall not advertise Products not carried in inventory.