

## New Account Application

### Responsible Party (required)

This section is for the “account holder” (responsible party who is legally and financially responsible) for the account.

Have you had an account with us before?  Yes  No If yes, list account # \_\_\_\_\_

Applying as:  Individual  Business Account Name: \_\_\_\_\_

Responsible Party's Name \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ Prov \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

### License/Certification (account validation requires verification)

License Holder \_\_\_\_\_

License #/Certification \_\_\_\_\_

License Title \_\_\_\_\_ License Province \_\_\_\_\_

### Additional Contact (alternate contact authorized to discuss the account)

Billing Contact Name \_\_\_\_\_

Billing Contact Phone \_\_\_\_\_

Billing Contact Email \_\_\_\_\_

### Shipping Information (if different from account holder)

Shipping Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Shipping to:  Business  Residence

**Payment/Credit Section**

Payment Method:  Credit Card  Net 30 up to \$2,500  Other (Requested Credit Limit) \_\_\_\_\_

Name on Credit Card \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date \_\_\_\_\_

Years in business (required if requesting credit): \_\_\_\_\_

Have you ever filed for bankruptcy?  Yes  No

I am legally and financially responsible for purchases made on this account and I agree to all of the terms and conditions set forth in this Application as well as Metagenics Canada's Service Agreement, Credit Policy, and Metagenics Canada's Internet Policy. I authorize the release of credit information from all credit reporting agencies that you contact if applying for credit terms. These policies are included with this application.

Signature (required) \_\_\_\_\_ Date \_\_\_\_\_

## Metagenics Credit Policy and Customer Agreement

### Credit Policy

Credit terms are available to qualified commercial accounts, subject to receipt and approval of a completed Metagenics application form. Our terms are Net 30 days from the date of invoice. Discounts or other deductions are not allowed without prior approval. Credit accounts who prefer to pay by statement rather than by invoice are required to remit account balance in full by the 10th of the month following statement date. In the event a Customer fails to pay its invoice or statement when due, the Customer agrees to pay interest and all reasonable costs of collection, including legal fees, associated with past due balances. Credit applications may be requested from your customer service representative.

### Standard Credit Terms

- Standard terms are COD, Money Order, Credit Card or Net 30 (upon approval of a signed credit application). Metagenics Canada, Inc. will also accept a Company Cheque for COD orders, provided favorable credit information is obtained.
- Payment is required at time of receipt for COD orders and at time of order for Credit Card orders.
- Pricing discrepancies must be addressed within 15 days from date of shipment.
- Any shipping discrepancy must be reported within 5 calendar days from date of receipt.
- Returned cheques will be subject to a \$45.00 service charge per cheque and must be replaced with a Money Order.
- Metagenics Canada, Inc. reserves the right to withdraw/re-evaluate credit terms and/or credit limits at any time.

### Customer Agreement

WHEREAS, Metagenics Canada, Inc. ("Metagenics") values its customers and desires to avoid any and all misunderstandings between them and itself regarding the terms and obligations of orders by its customers; and WHEREAS, specific acknowledgement of agreement to these terms and obligations should eliminate potential future problems in this regard.

NOW THEREFORE, Metagenics and the undersigned (hereinafter the "Customer") do hereby agree as follows:

- (1) Full payment for each order placed by the Customer or its agents are due within 30 calendar days after the date of the invoice and balances due after said 30<sup>th</sup> day are PAST DUE. No interest shall accrue during the first 30 days (Net 30 days). A \$45.00 fee will be charged for NSF cheques.
- (2) All past due balances shall incur and Customer agrees to pay interest of 10% per month on the unpaid balance or portion thereof from and after the invoice date until the unpaid balance is paid in full. This rate equals an 18% ANNUAL PERCENTAGE RATE.
- (3) Any discrepancies, shortages, claims, or incorrect shipments shall be reported to Metagenics IMMEDIATELY upon receipt, and in no event, later than 5 calendar days after said receipt. Metagenics shall be responsible for curing said discrepancies only if notified within said 5 calendar day period.
- (4) Customer complaints: Errors, omission, or mistakes made by Metagenics will be corrected by Metagenics. Metagenics will replace the order or give credit for what has been invoiced and returned to Metagenics. No credits will be made until the proper authorization has been given by Metagenics management. Credit will be given at that time for the unopened portion of the original order. Metagenics shall have no further liability for errors or omissions other than replacement value. In any case, the legal and/or financial liability for errors, omissions or mistakes by Metagenics shall never exceed the invoice of the order involved.
- (5) The person executing this agreement as the Customer represents and warrants that he or she is authorized and empowered to execute this agreement on behalf of or as agent of the Customer.
- (6) If any legal action is instituted to enforce any provision of this agreement between parties, the prevailing party shall be entitled to recover its legal fees, costs and reasonable expenses incurred in such action.
- (7) Prices are FOB point of shipment. Prices do not include freight or taxes. These charges may be prepaid by Metagenics and added to the Customer's invoice. All sales, use and ad valorem taxes, including the goods and services tax and provincial sales tax, will be payable by the Customer at the rates in effect at the time the tax liability arises unless the Customer provides to Metagenics a proper and effective certificate or exemption form entitling it to purchase the products without the payment of one or more sales, use or ad valorem taxes.

(8) Metagenics shall select the method and carrier for delivery of the products. Title and risk of loss or damage to the products shall pass from Metagenics to the Customer upon delivery to a carrier at the point of shipment.

(9) All payments shall be made without deductions for back charges, other accounts between Metagenics and the Customer, and the like, which shall be settled independently of the payment of the invoice.

(10) This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, without regard to conflict of laws principles. Each party irrevocably attorns to the nonexclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement.

(11) This Agreement constitutes the entire agreement and understanding of the parties regarding the subject matter of this Agreement and supersedes all prior written and oral agreements, representations, quotes and understandings between the parties regarding the subject matter of this Agreement. No amendment or revision to this Agreement shall be made or be binding upon either party unless made in writing and signed by both parties

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Metagenics Internet Policy

### **Effective Dates:**

October 1, 2013 - until further notice

### **Affected Customers:**

- Canadian customers
- Customers with Web sites selling to Canadian end-users

### **Suggested Retail Pricing:**

The Suggested Retail Pricing Policy of Metagenics, Inc. is for all of its customers selling its Metagenics professional lines of products on-line to sell such products at or above the suggested retail prices.

Metagenics neither seeks nor will accept any assurances from any customer that it will not deviate from this Suggested Retail Pricing Policy. The suggested retail prices set forth are unilaterally set by Metagenics and are not open to discussion or negotiation with any of its customers.

Metagenics reserves the right not to sell or supply any products to any customer that is affiliated with or supplying products to a Web site that violates this Suggested Retail Pricing Policy.

Any publicly-viewable website reference or inference at all to discounts, price reductions, special call-in pricing, coupons, pricematching policies or any other special promotion or offer on Metagenics products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Customer's account(s). Customers may offer discounts privately to their customers.

### **Affiliate Programs:**

Metagenics products may not be offered as part of an affiliate program.

### **Use of Intellectual Property:**

Customer shall not have the right to affix any of Metagenics trademarks to any product or other material conveyed to anyone other than via the Internet in the manner described in this Policy. Customer agrees to use the symbols Ô and Ò, as appropriate, when displaying the trademarks, which is intended to indicate Metagenics' ownership of the trademarks and shall not be construed as a claim to ownership by Customer. Customer's use of the trademarks must be accompanied by a statement substantially as follows: "[Insert the trademark(s)] are trademarks of Metagenics, Inc. and are used with permission." Customer must also include on all pages that reflect Metagenics products on Customer's Web site a statement substantially as follows: "This site is not owned or operated by Metagenics, Inc."

Any use of the trademarks by Customer in accordance with this Policy shall inure to the benefit of Metagenics. The trademarks are solely and exclusively the property of Metagenics. Customer shall not have any ownership right, title, or interest, express or implied, in the trademarks.

Customer shall not use the Metagenics trademarks except in a form, context, and location that is acceptable to Metagenics. Metagenics may review Customer's Web site at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled by Metagenics, even if Metagenics has previously approved or accepted Customer's Web site or the material displayed thereon. Metagenics may require Customer to make changes to Customer's Web site at any time to the extent Customer is using the trademarks in a manner that violates applicable Canadian laws or regulations or Metagenics policies.

Customer may not use any Metagenics trademarks or copyrights as part of a URL (Universal Resource Locator) or secondary level domain name.

All content included on Metagenics' web sites, including text, graphics, images, video clips and audio clips, is the

property of or licensed by Metagenics, Inc. or our associates, and protected by Canadian and international copyright laws. You may not use, copy, reproduce, distribute, publish, display, modify, create derivative works, transmit, or in any other way exploit any part of copyrighted material without express written permission from Metagenics, Inc.

The Metagenics logo may be used only in the special form supplied by Metagenics for use on the Internet; neither the file name nor the name of the image may be changed or modified from the original form supplied by Metagenics. It may be accompanied by a statement indicating "I (We) proudly offer [insert Metagenics Company Logo] products." No other statements may be affiliated with use of the logo.

Customer may not use or display any ratings, reviews, testimonial, or content written by patients or practitioners in any capacity without written consent from Metagenics.

**Private Label Customers:**

This policy is not intended to replace or supersede the Metagenics Private Label Agreement.

**Health Claims:**

In an effort to protect you and us from potential legal liability due to the clear requirements of Health Canada with regard to health claims associated with natural health products or other products, only claims present on Metagenics product labels may be made or associated with Metagenics products and any such claims or any other promotion of Metagenics products must be made in compliance with all applicable laws. Metagenics may review Customer's Web site at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled by Metagenics in association with any health claims, even if Metagenics has previously approved or accepted Customer's Web site or the material displayed thereon. Metagenics may require Customer to make changes to Customer's Web site at any time to the extent Customer is using the Trademarks in a manner that violates applicable laws or regulations, or Metagenics policies.

**Miscellaneous:**

Metagenics may, in its sole discretion, revise or eliminate this Policy at any time. Metagenics may also terminate Customer's non-exclusive, limited license to use the Trademarks at any time in its sole discretion upon written notice.

Any failure or delay by Metagenics in enforcing any provisions of this Policy or any of Metagenics rights in any of the Trademarks shall in no way be considered a waiver of such provisions or rights and shall in no way prevent Metagenics from enforcing the same at a later date.

**Violations of Policy:**

All Customers who violate this policy will be notified of current violation(s) and given the opportunity to correct the violation(s). Customers that correct their Web site to bring it into compliance with this Policy should promptly notify Metagenics. Metagenics will then review Customer's Web site. If Metagenics determines Customer is not making a good-faith effort to comply with this Policy, Customer's account may be suspended so Customer may not purchase the Products and use the Trademarks on Customer's Web site in accordance with this Policy. Metagenics has adopted zero-tolerance approach to this policy. Customer acknowledges that upon any subsequent breach of any provision of this Agreement, Metagenics may terminate Customer's account without notice. Once Customer has fallen out of compliance with this policy in any way and has received any notice from Metagenics or upon Metagenics' best efforts to provide notice, then upon any subsequent breach Metagenics reserves the right to immediately terminate the Customer.