

INTERNET & E-COMMERCE POLICY (Binding Conditions of Sale)

(United States)

This Internet & E-Commerce Policy (the “Policy”) is issued by React Health (“React Health”) and applies to all authorized providers and other entities that purchase React Health products for resale within the United States (“US”) (each, a “Provider”) as a condition of sale.

This Policy governs the terms and conditions under which any Provider or other person or entity (each, a “Customer”) may advertise, market, offer for sale, or sell products marketed, sold, or distributed by React Health (the “Products”). By purchasing, advertising, offering for sale, or reselling any Products, the Customer agrees to comply with and be bound by this Policy as a condition of sale.

This Policy is incorporated into and forms part of React Health’s Standard Terms and Conditions of Sale (the “Terms and Conditions”) and constitutes a binding condition of sale applicable to all transactions involving the Products. In the event of a conflict between this Policy and the Terms and Conditions, the Terms and Conditions shall control, except that this Policy shall govern with respect to internet, e-commerce, and online sales requirements, unless otherwise expressly agreed in writing by React Health. React Health shall administer and enforce this Policy in a commercially reasonable manner and in compliance with applicable law.

1. Purpose and Scope

The purpose of this Policy is to maintain compliance with applicable US regulatory requirements including those administered by the US Food and Drug Administration (“FDA”), ensure patient safety and product traceability where applicable, protect the React Health brand, preserve fair competition among authorized providers, and prevent price erosion and grey-market diversion.

This Policy governs the advertising, marketing, and sale of React Health products through all internet and electronic commerce channels.

React Health reserves the right to revoke or modify any authorization granted under this Section upon written notice where it determines, acting reasonably and in compliance with applicable law, that the Provider has failed to comply with this Policy or applicable requirements.

2. Authorization to Sell Online

React Health products may only be advertised or sold online by Providers that have received prior written authorization from React Health, which may be granted or withheld in a commercially reasonable manner and in compliance with applicable law. Such authorization is granted by React Health and is specific to the approved website or domain. Authorization is non-transferable and may not be assigned, sublicensed, or otherwise extended to any affiliated entity, related party, marketplace account, or third party without express written consent from React Health. Providers must own and operate the approved online sales channel directly and may not permit any third party to list, market, or sell Products through such channel on their behalf without prior written authorization from React Health. For the avoidance of doubt, Providers may not resell Products to other resellers, distributors, or commercial entities for further resale without prior written authorization from React Health, whether through online or offline channels.

No Provider may list, advertise, or offer React Health products for sale online unless and until written authorization has been granted.

3. Approved Websites and Marketplace Restrictions

React Health products may be sold exclusively through websites, domains, or online storefronts expressly approved in writing by React Health. Sales through third-party marketplaces or platforms, including but not limited to Amazon, Walmart Marketplace, eBay, or any similar third-party hosted or intermediary platform (each, a “Marketplace”), are prohibited unless specific written authorization is granted by React Health for each Marketplace and each seller account.

Drop-shipping arrangements, fulfillment by unauthorized third parties, or indirect sales through unapproved online sellers are strictly prohibited. For clarity, the use of third-party logistics providers (3PLs) solely for warehousing and shipping is permitted, provided that the Provider remains the seller of record and retains full control over the sale and customer relationship.

Providers may not use any website, platform, or digital tool to advertise or promote Products where the transaction is completed through an unapproved website, Marketplace, or third-party seller.

Any violation of this Section shall constitute a material breach of this Policy.

4. Minimum Advertised Price (MAP)

React Health maintains a separate unilateral Minimum Advertised Price (“MAP”) Policy, which applies to all advertised pricing of its products. This MAP Policy is established unilaterally by React Health and is not an agreement with any Provider. React Health will not discuss, negotiate, or accept agreements regarding resale pricing.

All advertised pricing must be at or above the official MAP established by React Health. This requirement applies to all forms of advertising, including but not limited to websites, online storefronts, marketplace listings, email campaigns, paid search advertisements, social media posts, digital banners, sponsored placements, and any other electronic or digital medium.

Providers may not circumvent MAP through indirect discounting practices, including but not limited to bundling with non-React Health products in a manner that effectively reduces the advertised price, promotional codes, “add to cart to see lower price” mechanisms, unapproved rebates, or any similar strategy designed to obscure the advertised selling price.

Each Provider remains independently free to determine its own resale prices. However, React Health reserves the unilateral right to determine the terms and conditions under which it will supply its products.

React Health reserves the unilateral right to determine the terms and conditions under which it will supply its Products, including the right to decline to supply Products to any Provider that does not comply with this MAP Policy.

5. Geographic Restrictions

Providers authorized by React Health may advertise, market, offer for sale, and sell React Health products solely to customers located within the US and for use within the US. Cross-border sales, export, re-export, diversion, or transfer of Products outside of the US, whether directly or indirectly, are strictly prohibited without prior written authorization from React Health.

Providers shall not sell or transfer Products to any person or entity that the Provider knows or reasonably should know intends to export, resell, or distribute the Products outside of the US.

Providers selling through online or e-commerce channels must implement reasonable measures to restrict sales to customers located within the US, including, where appropriate, controls relating to shipping addresses, billing addresses, and order screening.

These restrictions are in addition to, and not in limitation of, any import/export or resale restrictions set forth in the Terms and Conditions.

6. Product Condition and Integrity

- I. US Labeling Requirements:
 - a. Only Products properly labeled and packaged for distribution in the US in compliance with applicable laws and regulations may be advertised, offered for sale, or sold through online channels. Products may not be altered, modified, relabeled, repackaged, or otherwise tampered with in any manner.
 - b. Products labeled for distribution outside of the US may not be marketed or sold within the US without prior written authorization from React Health.
 - c. Failure to comply with this requirement may result in suspension of online authorization, refusal of warranty or guarantee coverage, and/or other enforcement action under this Policy.
- II. Only new, unused Products in their original, unaltered packaging may be sold. The resale of used, refurbished, open box, repackaged, relabeled, or otherwise altered products is strictly prohibited. Products sold as part of a kit, bundle, or packaged configuration may not be separated, individually resold, or reconfigured without prior written authorization from React Health.
- III. When applicable, Providers must maintain full lot and serial number traceability and maintain accurate distribution records sufficient to comply with applicable regulatory requirements, including recall management and post-market surveillance obligations.
- IV. Providers shall store, handle, and transport Products in accordance with all applicable laws, regulatory requirements, and any instructions provided by React Health to ensure product safety, integrity, and performance.
- V. Failure to comply with the requirements of this Section may result in denial of warranty coverage, suspension of authorization, or other enforcement actions under this Policy.

7. Patient Traceability and Post-Market Surveillance Applicable to Certain Medical Devices

For applicable medical devices, Providers must maintain systems and processes sufficient to track serial numbers and lot numbers, maintain records sufficient to enable effective recall and notification of affected end users, and maintain accurate distribution records and support recall management and safety notifications. Such records must be maintained for at least five (5) years from the date of sale or for such longer period as may be required by applicable law. Providers shall fully cooperate with React Health in all post-market surveillance activities, including without limitation adverse event reporting, complaint reporting, field safety corrective actions, product recalls, and regulatory inquiries. Providers shall be responsible for maintaining any information necessary to enable effective recall and safety notification of affected end users. Providers shall retain responsibility for any personal or patient information collected in connection with such obligations and shall not be required to disclose such information to React Health except where required by applicable law, regulatory authorities, or as reasonably necessary to support product safety, recall, or compliance activities.

Providers shall provide requested information to React Health promptly and within any timeframes required by applicable law or regulatory authorities.

8. Branding and Marketing Standards

Providers may use only official React Health marketing materials approved in writing by React Health, unless otherwise expressly authorized in writing. Logos, trademarks, product images, and descriptions may not be altered without authorization.

Providers shall not make any false, misleading, deceptive, comparative, or unsubstantiated claims regarding the Products. Providers shall market and describe the Products solely in a manner consistent with React Health's product information, including, if applicable, any approved labeling, instructions for use, and authorized marketing materials. Providers shall not make any claims regarding the diagnosis, treatment, mitigation, or prevention of disease, or any other regulated claims, except as expressly authorized by React Health in writing. React Health reserves the right to require the modification or removal of any marketing, advertising, or promotional content that it determines, acting reasonably, does not comply with this Policy, and Providers shall promptly comply with any such request. Providers shall not represent or imply that they are acting on behalf of React Health or that React Health endorses any specific marketing claims, services, or representations made by the Provider.

9. Service Transparency

Providers offering React Health products online must clearly and conspicuously disclose display on their website that all services are provided by the Provider and not by React Health. The Provider must prominently and clearly disclose its customer service contact information, physical business address, warranty terms, return policy, and clinical support information where applicable. Nothing in any Provider's website, marketing materials, or customer communications shall create or imply any obligation, warranty, or service commitment on the part of React Health beyond those expressly provided in React Health's official product documentation.

10. Regulatory Compliance

Each Provider shall comply with all applicable federal, state, and local laws and regulations, including without limitation those relating to medical devices, advertising standards, consumer protection, privacy, and electronic commerce. Providers shall maintain all licenses, registrations, permits, and authorizations required to conduct their business and to market, sell, and distribute the Products.

11. Monitoring and Enforcement

React Health reserves the right to monitor, directly or through third parties, advertised pricing, marketing claims, and online product listings across all sales channels, including but not limited to websites, social media, marketplaces, and third-party platforms.

If React Health determines, acting reasonably and in good faith, that a Provider has violated this Policy and/or the MAP Policy, React Health may issue written notice requiring corrective action within a reasonable period of time specified in the notice, which may be as short as twenty-four (24) hours where the nature of the violation warrants prompt action. Failure to cure the violation within the required timeframe may result in enforcement action. Certain violations of this Policy, including but not limited to unauthorized online sales, unauthorized marketing claims, Marketplace sales, or material violations of the MAP Policy, may be deemed material breaches and may result in immediate enforcement action without an opportunity to cure.

Enforcement actions may include, without limitation:

- written warning.
- suspension of shipments and/or order holds.
- removal or suspension of online sales authorization.
- suspension or withdrawal of promotional, marketing, or sales support.
- indefinite suspension of supply.
- revocation of authorized status; and/or

- termination of the business relationship.

Without limiting the foregoing, React Health reserves the right to determine the terms and conditions under which it will supply its Products, including the right to suspend or refuse supply to any Provider that does not comply with this Policy.

Without limiting the foregoing, typical escalation may include:

- First violation - written warning and required corrective action.
- Second violation - suspension of shipments and temporary loss of online authorization; and
- Repeated or egregious violations - indefinite suspension of supply, revocation of authorized status, or termination.

Failure by React Health to enforce any provision of this Policy in any instance shall not constitute a waiver of its right to enforce such provision in the future. React Health may enforce this Policy in a manner it deems appropriate based on the nature and severity of the violation and the Provider's compliance history.

By Purchasing Products, Provider acknowledges and agrees to this Policy.