

DMK BASIC TERMS & CONDITIONS FOR WHOLESALE ACCOUNTS

Danne Montague-King Co. has created a range of skin revision products and treatments specifically designed for advanced skin care professionals. These products and treatments are used by medical and esthetics professionals internationally. As a company, we are committed to maintaining Danne Montague-King products as a "Professional Only" range.

The following terms and conditions are designed to help maintain a high standard of service and professionalism within our network of wholesale accounts. Danne Montague-King Co. reserves the right to refuse or discontinue trade with any account that does not agree to or abide by the following terms and conditions.

1. Danne Montague-King Co. requires extensive training and education on concept, product knowledge and treatment protocols. As a Danne Montague-King wholesale account, you must ensure that only properly trained and certified individuals will use or prescribe Danne Montague-King products. You agree not to allow any person(s) to perform any Danne Montague-King treatment that they have not been trained and certified to perform.

1. Danne Montague-King Co. would like to have all its wholesale accounts offering and performing ALL of the Danne Montague-King products and treatments. However, based on observed levels of skill or competency, Danne Montague-King Co. reserves the right to refuse "Advanced" training to any individual or account.

2. Danne Montague-King treatment protocols were created utilizing only Danne Montague-King professional and home use products. The possible contraindications of mixing these with other products cannot be known or controlled. You understand and agree never to use Danne Montague-King products in conjunction with any other skin care products without written consent from Danne Montague-King Co.

3. Danne Montague-King home use products have been created to enhance and extend the results of the professional treatments. Although some clients who do not receive professional treatments could benefit from these home use products, you agree to sell Danne Montague-King products only to clients who have had a proper skin consultation.

1. At no time should Danne Montague-King products be sold out of any facility that does not offer the Danne Montague-King professional treatments.
2. Wholesale accounts are prohibited from selling Danne Montague-King products to other clinics or through any other type of retail establishment.
3. Resale of the DMK Professional Products is absolutely PROHIBITED. To the extent allowed by law, DMK reserves the right to seek financial remedy for any perceived or actual damages caused by such sales.

4. Danne Montague-King Company does not desire a mass market exposure of its concept or products. Therefore, we reserve the right to refuse sale of Danne Montague-King products to any clinic that we feel may create unfair competition with an existing Danne clinic. On the other hand, Existing clinics should expect that we will be very sensitive regarding opening new clinics within your area. However, exclusive territories will not be considered automatically. Any clinic that desires an "Exclusive Territory" must present this request in writing outlining the specific details of the territory you seek to protect as "exclusive". Each request for an "Exclusive Territory" will be negotiated on an individual basis and will require an agreement that includes sales quotas, annual sales growth targets, therapist training commitments and commitment to market promotion. Any exclusive territory that is established only restricts the addition of further clinics to an area and under no circumstances will be cause for the closure of any existing DANNE Montague-King clinics in said territory.

5. You agree to maintain your facility(s) in a clean, safe and professional manor. Likewise, your staff must maintain a clean professional appearance.

6. The name "Danne Montague-King", its logos and images are trademarks of the Danne Montague-King Co. As a wholesale account in good standing, you have the right to use the name, logos and images to promote your business. This includes advertising, promotional materials, business stationary, business cards and temporary signage (i.e., door & window signs) as long as such use is in conjunction with or in reference to Danne Montague-King products and treatments. Any use of the name, logos or images for the promotion of any other products or treatments is strictly prohibited.

7. If for any reason your relationship as a wholesale account for Danne Montague-King products is terminated, you agree to discontinue using above referenced name, logos or images in a timely manner (no more than 6 months).

8. Use of Danne Montague-King name or logos for business name or permanent signage must be approved by Danne Montague-King Co. in writing. Permission for this type of name or logo use will only be granted for clinics using exclusively Danne Montague-King products.

9. Accounts in good standing have the right to use the Danne Montague-King name, logo, images, and product / treatment descriptions for promoting your business over the internet.

1. Distributor and distributor's accounts agrees not to sell any DMK products over the internet. In addition, prices for treatments and products should never be listed on the internet.
2. The following statement or similar statement should be posted at the top of your Danne Montague-King section:

"Danne Montague-King products are part of a professional skin revision system that includes professional clinical treatments. For more information or to purchase Danne Montague-King treatments and products, please come to see us for your initial consultation, you'll be amazed by the results."

10. Note: all accounts in good standing that have completed full training will be listed on the referral section of the corporate website.
11. Danne Montague-King Co. has a strict policy against using retail product prices in public advertising. However, you may use "% Off" or "Free" promotions as long as the retail price is not listed.
12. Selling and/or shipping of Danne Montague-King products outside your own country is strictly prohibited. Any wholesale account found to be shipping products outside their country can be terminated immediately.
13. For your own protection and to increase client understanding of the treatments and possible contraindications, client consent forms should be used for all advanced Danne Montague-King treatments.
14. Detailed client records should be kept for all Danne Montague-King clients. This should include the skin analysis from the initial treatment and all subsequent treatments and products used by the client. If possible, we strongly recommend maintaining a photo record of the treatments.
15. Danne Montague-King professional products should only be used in accordance with the treatment protocols outlined in the training manuals.
16. Danne Montague-King products have had very few reported contraindications. However, every product has some risk of allergic reaction or contraindication. Therefore, it is strongly recommended that patch tests be performed on clients prior to using or prescribing any new product especially for clients who have any known allergy or sensitivity.
17. As a wholesale client, you will be expected to maintain a full range of Home Prescriptive Products in stock. Some exceptions to this will be made based on your level of training.
18. All stock shipped to you will have a minimum of 12 months shelf life. You will be responsible for rotating and maintaining your stock. No product should be sold by you to a client with less than 3 months remaining before its "expiration" date. Danne Montague-King Co. will not provide refunds or exchanges for expired stock
19. Danne Montague-King Co. will not accept any product returns once the product is received and accepted by you. All orders should be checked in at the time of receipt for accuracy or damage. Any shipping errors or damage should be reported immediately. All products must be stored in a cool (below 80° F), dry and clean location. Professional products must be re-closed tightly immediately after use to avoid damage from humidity and oxidation. All professional products should be used in full within three months after opening.
20. As a responsible agent for the below listed establishment, I have read and agree to the above stated terms and conditions. It is understood that by accepting these terms and conditions, all staff members and agents of your establishment will be required to abide by these terms and conditions.
21. As a DMK account, I agree never to post, or allow anyone employed by me to post, any DMK promotional messages, pictures or content on any form of social media or other media that I, myself or any of my employees use to post political, religious or socially controversial content.

Agent Information

Name	Title
Phone	Date
Establishment Name	

Street Address

City

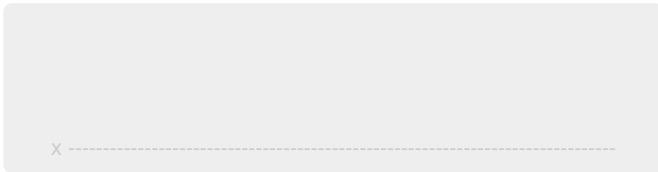
Province

Postal Code

First & Last Name

Email Address

Signature

A rectangular box with a light gray background, intended for a signature. It contains a horizontal dashed line and a small 'x' character at the beginning of the line.