

USER CONTENT AGREEMENT

IMPORTANT – READ CAREFULLY. By clicking “I Agree” you or the organization or the individual you represent are unconditionally consenting to be bound by and are becoming a party to this User Content Agreement (“**this Agreement**”), with Thorne Research, Inc., its brands, licensors, licensees, subsidiaries, affiliates, service providers, contractors, partners, and each of their respective directors, employees, assignees, successors in interest, agents, and representatives (collectively, “**the Licensees**”). You are granting the Licensees a license (described below) to use a photograph or video taken by you (or someone on your behalf) and be posted on a social media platform along with identifying information associated with your post, such as your name, username, image, likeness, caption, hashtags, location (and the name and image of any other person included in your submission), as well as additional content you may choose to provide, such as your name and email address (collectively, “**User Content**”) as described below. If you are not at least eighteen (18) years of age or you do not agree to the terms of this Agreement, then do not click “I Agree”. If you are entering this Agreement on behalf of an organization or individual, then you are representing that you have the authority to do so.

License

You hereby grant to the Licensees a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide right and license (including the right to sublicense to third parties) to use, reproduce, edit, display, adapt, distribute, transmit, perform, and otherwise use the User Content in connection with the Licensees’ marketing and promotion in any manner and in any media now known or hereinafter invented, including, for example and without limitation, on the Licensees’ websites and social media platforms, in marketing emails, in paid social media advertisements, on DOOH billboards, cinema, and at points of sale. You agree that on the Licensees’ request, you will confirm your consent to this License and the other permissions granted herein in an affidavit or by other means requested by the Licensees.

The Licensees have the right to do the following:

- Remove, refuse to post, or take any other action with respect to User Content for any or no reason in the Licensees’ sole discretion.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates the third party’s rights, including their intellectual property rights or their right to privacy.
- Fully cooperate with any law enforcement authority or court order requesting or directing the Licensees to disclose the identity or other information of anyone posting User Content.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of User Content.
- Terminate or suspend your access to all or part of the Licensees’ websites or webpages for any or no reason, including without limitation, any violation of this Agreement.

The Licensees do not undertake to review User Content and cannot ensure removal or prompt removal of objectionable material after it has been posted. Accordingly, the Licensees assume no liability for any action or inaction regarding transmission, communication, or content provided by any user or third party. The Licensees will have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

Representations and Warranties

You represent and warrant the following: (i) that you are 18 years of age or older; (ii) that you own or control all rights in and to the User Content; (iii) that if any third party has rights in the User Content, you have obtained all necessary licenses, rights, consents, and permissions to publish the User Content you submit and to grant the license described above to the Licensees (for example, permission from all persons appearing in your User Content for their images to be used in this program without payment of any kind); (iv) that you are legally entitled to post the User Content, and the Licensees' use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, privacy, publicity, or other proprietary rights, of any third party or any local, state, federal, foreign, and/or international laws or regulations; and (v) that the User Content does not:

- contain any content that is libelous, defamatory, obscene, sexually explicit or pornographic, abusive, indecent, threatening, harassing, violent, hateful, inflammatory, offensive, discriminatory, likely to deceive, or otherwise objectionable;
- advocate, promote, or assist any illegal activity;
- impersonate any person or misrepresent your identity or affiliation with any person or organization;
- involve commercial activities or sales such as contests, sweepstakes, promotions, barter, or advertising; and
- give the impression that it is endorsed by the Licensees or any other person or entity, if this is not the case.

Release

You hereby release, discharge, and agree to defend, indemnify, and hold harmless the Licensees from and against any and all liabilities, claims, damages, settlements, and expenses, including attorneys' fees, arising from the following: (i) allegations that, if true, would constitute a breach by you of any term of this Agreement; (ii) the Licensees' use of the User Content; and (iii) any claims resulting from any action taken by the Licensees during or as a result of investigations and from any actions taken as a consequence of investigations by either the Licensees or law enforcement authorities. The Licensees reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case, in addition to fulfilling the obligations stated above, you will assist and cooperate with the Licensees in asserting any available defenses.

Personal Information

You understand and agree that the User Content that you have submitted is deemed non-confidential and that the Licensees have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except as provided herein or required by law. By clicking "I Agree" you are consenting to the collection by the Licensees of any personal information associated with your User Content and to the transfer of such information to servers that could be located in other countries, or to affiliates or other trusted third parties based in other countries, so that they can process such information on the Licensees' behalf. By clicking "I Agree" or otherwise providing the Licensees with personal information, you agree to such collection, use, disclosure, processing, and transfer of your information in accordance with this Agreement. If you do not agree to the collection, use, and disclosure of your personal information in this way, then do not click "I Agree". If you wish to change your

personal information in any way, then please send Thorne Research, Inc., an email through info@thorne.com or send a letter to Thorne Research, Inc., P.O. Box 2980, Summerville, SC 29484.

Miscellaneous

This Agreement represents the entire agreement between you and the Licensees with respect to the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws provisions. To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to this Agreement will be instituted and adjudicated in a state or federal court sitting in New York City, New York. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provisions hereof will not affect the validity or enforceability of any other provisions hereof.