

NUTRACEUTICAL CORPORATION AUTHORIZED RESELLER POLICY

This Nutraceutical Corporation Authorized Reseller Policy (“Reseller Policy”) is issued by Nutraceutical Corporation and its subsidiaries Au Naturel, Inc. and Au Naturel (Canada), Inc. (collectively “Nutraceutical”) and applies to Authorized Resellers of Nutraceutical products (“Products”) in Canada. By purchasing Products from an Authorized Nutraceutical Distributor for retail sale, you (“Reseller,” “you,” or “your”) agree to adhere to the following Reseller Policy. Please read this Reseller Policy carefully. Until such status is otherwise revoked by Nutraceutical in Nutraceutical’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” hereunder. This Reseller Policy is effective as of April 1, 2019.

1. **Manner of Sale.** Reseller shall sell the Products only as set forth herein. Otherwise, the Products may not be eligible for certain services and benefits, including, wherever permitted by law, coverage under Nutraceutical’s Product warranties or guarantees.

(a) **Authorized Customers.** Reseller shall sell Products solely to End Users of the Products. An “End User” is any purchaser of the Product(s) who is the ultimate consumer of the Product and who does not intend to resell the Product to a third party. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use. **Reseller shall not sell or transfer any of the Products to any person or entity for resale without the prior written consent of Nutraceutical. This includes sales to retailers, online retailers (e.g., Amazon.com, Amazon.ca, Groupon.com, Groupon.ca, etc.), B2B accounts, wholesalers, freight forwarders/drop shippers for other resellers, or any other person or entity Reseller knows or has reason to know intends to resell the Products.**

(b) **Geographic Location of Sales.** Reseller shall not sell, ship or invoice Products to customers outside of Canada without the prior written consent of Nutraceutical.

(c) **Online Sales.** Reseller shall not market or offer for sale the Products on or through any publicly accessible website, including, without limitation, any third-party marketplace website such as Amazon, eBay or Walmart Marketplace, without the prior written consent of Nutraceutical, which is granted solely through execution by Nutraceutical of the Nutraceutical Corporation Authorized Online Seller Agreement. Execution by Nutraceutical of the Nutraceutical Corporation Authorized Online Seller Agreement constitutes the only means of providing consent to sell the Products online on publicly accessible websites. No Nutraceutical employee or agent can authorize online sales through oral statements, other written agreement, or by any other means. The terms of this Reseller Policy supersede any prior agreement between Nutraceutical and Reseller regarding the sale of the Products online. Any authorization previously granted to Reseller by Nutraceutical to sell the Products online is hereby revoked.

(d) **Sales Practices and Inventory.** Reseller shall conduct its business in a reasonable and ethical manner at all times, whether engaged in the sale of Nutraceutical Products or other products, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time, nor make any warranties or representations concerning the Products except as expressed or authorized by Nutraceutical. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products. Reseller shall comply with Nutraceutical’s Code of Ethics, any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products. Further, Reseller shall carry an inventory of the Products adequate to meet the needs of, and to furnish prompt and efficient delivery of Products to, its customers.

(e) **Product Packaging and Display.** Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number,

UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-Nutraceutical products together with the Products in a manner that would create the impression that the non-Nutraceutical products are made by, endorsed by, or associated with Nutraceutical.

(f) **Customer Service.** Reseller and Reseller's sales personnel shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise End Users on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Reseller shall 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. Reseller and Reseller's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Nutraceutical. Reseller agrees to cooperate fully with Nutraceutical in any investigation or evaluation of such matters.

2. **Product Care and Quality Controls.** Reseller shall care for the Products as set forth herein.

(a) **Product Storage and Handling.** Reseller shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and adhere to any additional storage or handling guidelines specified by Nutraceutical from time to time.

(b) **Product Inspection.** Promptly upon receipt of the Products, Reseller shall inspect the Products for damage, defect, broken seals, or other nonconformance (collectively, "Defects"). If any Defect is identified, Reseller must not offer the Product for sale, and must promptly report the Defect to Nutraceutical at onlinequality@nutra-brands.com. Reseller shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Reseller shall not sell any Products that are expired.

(c) **Recall and Consumer Safety.** To ensure the safety and well-being of the End Users of the Products, Reseller shall cooperate with Nutraceutical with respect to any Product recall or other consumer safety information dissemination effort. Should Reseller learn of any incident that could reflect or indicate a safety concern associated with any Product, Reseller shall promptly report the incident or other information learned to Nutraceutical at onlinequality@nutra-brands.com.

3. **Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY SECTION OF THE DOCUMENTS ACCOMPANYING THE PRODUCTS OR IN PRODUCT LITERATURE FURNISHED BY NUTRACEUTICAL CONTAINING PRODUCT WARRANTIES, AS IN EFFECT FROM TIME TO TIME (THE "STATEMENT OF WARRANTY"), NUTRACEUTICAL MAKES NO REPRESENTATION OR WARRANTY TO RESELLER OF ANY NATURE OR KIND REGARDING THE PRODUCTS. NUTRACEUTICAL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS TO RESELLER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. NUTRACEUTICAL'S SOLE OBLIGATION AND LIABILITY TO RESELLER IN RESPECT OF ITS WARRANTY AS SET FORTH IN THE STATEMENT OF WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT PRODUCT AT ITS COST. NUTRACEUTICAL SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

4. **Intellectual Property.** Reseller acknowledges and agrees that Nutraceutical owns or is the exclusive licensee of all proprietary rights in and to the Nutraceutical brands, names, logos, trademarks, trade dress, copyrights, and other intellectual property related to the Products (collectively, the “Nutraceutical IP”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Nutraceutical IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease immediately upon termination of Reseller’s status as an Authorized Reseller. Nutraceutical reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Nutraceutical IP at any time, without limitation. All goodwill arising from Reseller’s use of the Nutraceutical IP shall inure solely to the benefit of Nutraceutical or to the owner of the respective Nutraceutical IP at issue.

5. **Termination.** In addition to all other available remedies, if Reseller violates this Reseller Policy, Nutraceutical reserves the right to terminate Reseller’s status as an Authorized Reseller through written or electronic notice to Reseller. Upon termination of Reseller’s status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Nutraceutical Products or has any affiliation whatsoever with Nutraceutical; and (iii) using all Nutraceutical IP.

6. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach of Sections 1 (Manner of Sale), 2 (Product Care and Quality Controls), 4 (Intellectual Property), or 5 (Termination) of this Reseller Policy, it is agreed and understood that Nutraceutical will have no adequate remedy in money or other damages at law. Accordingly, Nutraceutical shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Reseller Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Reseller Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Nutraceutical to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller’s obligations herein shall constitute a waiver of any provision herein or otherwise limit Nutraceutical’s right to fully enforce any or all provisions and parts thereof.

7. **Audit.** Nutraceutical reserves the right to audit and/or monitor Reseller’s activities for compliance with this Reseller Policy, including, but not limited to, inspection of Reseller’s facilities and records concerning the Products.

8. **Miscellaneous.** Nutraceutical reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Reseller’s continued use, advertising, offering for sale, or sale of the Products, use of the Nutraceutical IP, or use of any other information or materials provided by Nutraceutical to Reseller will be deemed Reseller’s acceptance of the amendments. If any provision of this Reseller Policy is held contrary to law, the remaining provisions shall remain valid. The validity, construction and performance of this Reseller Policy and the transactions to which it relates will be governed by the laws of the State of Utah without regard to conflict of law principles. All actions, claims of legal proceedings in any way pertaining to this Reseller Policy or such transactions will be commenced and maintained in the State courts of Utah or in a federal court physically situated in Salt Lake City, Utah.

9. **Language.** The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s’y rattachant, soient rédigés en langue anglaise seulement.