

NUTRACEUTICAL CORPORATION AUTHORIZED DISTRIBUTOR POLICY

The Nutraceutical Corporation Authorized Distributor Policy (“Distributor Policy”) is issued by Nutraceutical Corporation and its subsidiaries Au Naturel, Inc. and Au Naturel (collectively “Nutraceutical”) and applies to distributors of Nutraceutical products (“Products”) in Canada. By purchasing Products from Nutraceutical for distribution to Authorized Resellers (as hereinafter defined), you (“Distributor,” “you” or “your”) agree to adhere to the following terms and conditions. If you do not agree to adhere to the terms herein, do not purchase Products for purposes of resale. Until such status is otherwise revoked by Nutraceutical in Nutraceutical’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor” hereunder. This Distributor Policy is effective as of April 1, 2019.

1. **Manner of Sale.** Distributor 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.*** Products sold for purposes of resale shall be sold only to Authorized Resellers. An “Authorized Reseller” (i) is an individual or business entity that purchases Products from an Authorized Distributor and resells the Products as part of a commercial enterprise; (ii) has received and agrees to adhere to the Nutraceutical Corporation Authorized Reseller Policy; and (iii) has not had its Authorized Reseller status revoked by Nutraceutical. **For purposes of this Distributor Policy, any entity operating a third-party marketplace website, including, but not limited to, Amazon.com, Amazon.ca, Groupon.com or Groupon.ca, shall not be considered an Authorized Reseller.** If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the Nutraceutical Corporation Authorized Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Authorized Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until Nutraceutical revokes such status. Authorized Resellers are determined by Nutraceutical in its sole discretion. Distributor agrees to cease or suspend sales to any customer promptly upon request of Nutraceutical. Distributor shall not sell the Products to End Users without the prior written consent of Nutraceutical. An “End-User” is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to a third party.

(b) ***Geographic Location of Sales.*** Distributor shall not sell, ship, invoice, or promote the Products outside Canada or to anyone Distributor knows or has reason to know intends to ship the Products outside of Canada without Nutraceutical’s prior written consent.

(c) ***Online Sales.*** Distributor 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 Distributor Policy supersede any prior agreement between Nutraceutical and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by Nutraceutical to sell the Products online is hereby revoked.

(d) ***Sales Practices and Inventory.*** Distributor shall support Nutraceutical’s sales programs and use commercially reasonable efforts to advertise, promote, market and sell the Products to its

authorized customers. Distributor 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. Distributor 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, Distributor 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.*** Distributor 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. Distributor may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Distributor 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.*** Distributor and Distributor's sales personnel shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Distributor must make itself 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. Distributor and Distributor'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. Distributor agrees to cooperate fully with Nutraceutical in any investigation or evaluation of such matters.

(g) ***Distribution of Nutraceutical Policies and Other Information.*** Distributor shall distribute policies (including a copy of the Nutraceutical Corporation Authorized Reseller Policy), updates to policies, amendments to warranties, and other information to its Authorized Reseller Customers, as requested by Nutraceutical from time to time.

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

(a) ***Product Storage and Handling.*** Distributor 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 store the Products in accordance with any additional storage guidelines specified by Nutraceutical from time to time.

(b) Promptly upon receipt of the Products, Distributor shall inspect the Products for damage, defect, broken seals, or other nonconformance (collectively, "Defects"). If any Defect is identified, Distributor must not offer the Product for sale and must promptly report the Defect to Nutraceutical at onlinequality@nutra-brands.com. Distributor shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Distributor 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, Distributor shall cooperate with Nutraceutical with respect to any Product recall or other consumer safety information dissemination efforts. Should Distributor learn of any incident that could

reflect or indicate a safety concern associated with any Product, Distributor shall promptly report the incident or other information learned to Nutraceutical at onlinequality@nutra-brands.com. Distributor shall keep all distribution traceability records as required by applicable law and shall make such records available to Nutraceutical in the event of any recall or other consumer safety information dissemination efforts.

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 DISTRIBUTOR OF ANY NATURE OR KIND REGARDING THE PRODUCTS. NUTRACEUTICAL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS TO DISTRIBUTOR, 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 DISTRIBUTOR 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.

4. **Intellectual Property.** Distributor 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 (the “Nutraceutical IP”). Distributor 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 upon termination of Distributor’s status as an Authorized Distributor. Nutraceutical reserves the right to review and approve, in its sole discretion, Distributor’s use or intended use of the Nutraceutical IP at any time, without limitation. All goodwill arising from Distributor’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 Distributor violates this Distributor Policy, Nutraceutical reserves the right to terminate Distributor’s status as an Authorized Distributor through written or electronic notice to Distributor of such termination. Upon termination of the Distributor’s status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor 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 Distributor 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 Distributor 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 Distributor 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 Distributor with Distributor’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 Distributor's activities for compliance with this Distributor Policy, including, but not limited to, inspection of Distributor's facilities and records concerning the Products.

8. **Miscellaneous.** Nutraceutical reserves the right to update, amend, or modify this Distributor Policy upon written or electronic notice to Distributor. Unless otherwise provided, such amendments will take effect immediately and Distributor'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 Distributor under this Distributor Policy following notice of the amendments will be deemed Distributor's acceptance of the amendments. If any provision of this Distributor Policy is held contrary to law, the remaining provisions shall remain valid. The validity, construction and performance of this Distributor 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 Distributor 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.