

**NUTRACEUTICAL PRODUCTS
AUTHORIZED RESELLER CRITERIA
FOR THIRD-PARTY PLATFORMS / MARKETPLACES**

The following Marketplace Criteria for Third-Party Platforms/Marketplaces (“Marketplace Criteria”) are in addition to the Authorized Reseller Criteria for Nutraceutical Products, which can be found [here](#). Each Authorized Marketplace Reseller shall comply with the applicable Authorized Reseller Criteria as well as the Marketplace Criteria. Unless set forth herein otherwise, capitalized terms found in the Authorized Reseller Criteria shall apply here. An Authorized Marketplace Reseller is an Authorized Reseller who operates one or more seller accounts or stores (a “Marketplace Store”) on a third-party marketplace such as Amazon or similar platforms (“Marketplace”) and sells Nutraceutical Products on such Marketplace Store with the express written approval of Au Naturel, Inc. or one of its affiliates (“Au Naturel”).

1. For the avoidance of doubt, an Authorized Marketplace Reseller is **not** permitted to sell the Products on any Marketplace without first:
 - (i) demonstrating to Au Naturel and, where required, the relevant Master Distributor that its Marketplace Store complies fully with these Marketplace Criteria and the applicable terms of the Authorized Reseller Criteria;
 - (ii) submitting an Authorized Marketplace Reseller Application Form and Agreement; and
 - (iii) obtaining the prior written approval from Au Naturel for its Marketplace Store.
2. In addition to the applicable Authorized Reseller Criteria, each Authorized Marketplace Reseller shall take the following actions:
 - (i) identify and optimize key words for the search of the Products on the Authorized Marketplace Store and accordingly optimize the visibility of the Products and the promotion of the relevant Nutraceutical brand thereon and to work with Au Naturel and, where required, the relevant Master Distributor for these purposes;
 - (ii) work with Au Naturel and, where required, the Master Distributor in obtaining or updating content to conform to any requirements or criteria established by Au Naturel (including without limitation Product descriptions and details, images, and titles) on Authorized Marketplace Store Product pages to ensure that content remains optimized, up-to-date, accurate, and compliant with the Product’s branding guidelines and obtain prior approval for any content changes or updates to the Authorized Marketplace Store Product page(s); and
 - (iii) achieve and maintain an overall customer feedback score of at least 95% positive on the Authorized Marketplace Store and at least 4.5/5 for any Products sold from the Authorized Marketplace Store.
3. Any sales of the Products via the following third-party marketplaces/platforms are prohibited:
 - (i) Alibaba.com; Allegro.pl; ArtFire.com; Atomicmall.com; Bigcartel.com; Bigcommerce.com; Blujay.com; Bonanza.com; Buy.com (Rakuten); Cdiscount.com; Craigslist.com; Cratejoy.com; CustomMade.com; Depop.com; eBay.com; eBid.net; eCRATER.com; Etsy.com; Facebook Marketplace; Flipkart.com; Flubit.com; FNAC.com; Folksy.com; Fruugo.com; Gumtree; iOffer.com; JD.com; Jet.com; Laredoute.co.uk; LemonStand.com; Magento.com; MercadoLibre.com; Newegg.com; Notonthehighst.com; Offeritem.com; OnBuy.com; OTTO.de; Pixmania.com; Pricefalls.com; PriceMinister.com; Rakuten.com; Real.de; Sell.com; Sears.com; Selz.com; Shopandmade.com; Shopify.com; SOCexchange.com; Spartoo.com; Squarespace.com; StyleLend.com; Symphony Commerce.com; Taobao.com; Tictail.com; VideDressing.com; Volusion.com; Weebly.com; Wigix.com; WooCommerce.com; Xoole.com; Zibbet.com; 3tailer.com (and any local domains of the same); and
 - (ii) Au Naturel may designate additional third-party marketplaces on which sales of the Product are prohibited.

4. It is important that every customer receives the right Product in a perfect condition and in a timely manner. Each and every customer should be satisfied not only with the Products they have purchased but also with the experience of purchasing and receiving that Product. To ensure that this is the case, you shall carry out the following practices:
 - (i) ensure that every Product you sell is packaged for delivery in such a way so as to protect it from damage before it is received by the customer; and
 - (ii) conduct rigorous quality control checks on every Product sold, including (but not limited to):
 - 4.ii.1. ensuring that each Product being sent to a customer is the correct one, including checking details such as SKU product numbers, ASIN etc. labels (as applicable), shipment papers, and other types of labels;
 - 4.ii.2. checking all shipment pallets and cases for damage;
 - 4.ii.3. checking the integrity of all packaging and shipping seals for all shipped Product;
 - 4.ii.4. ensuring the labelling on each Product is correct so that it arrives to the customer safely and in a timely fashion; and
 - 4.ii.5. including on the label and/or in the delivery packaging your business name and contact details for returns or after-sales services, including physical address, telephone number, and email address.
5. To assist in ensuring all end-users are satisfied with the Product they receive, you must undertake product quality-control checks on at least 3 out of every 10,000 Products you sell. This should include:
 - (i) carrying out a detailed assessment of the packaging of the Product;
 - (ii) breaking open the packaging;
 - (iii) carrying out a detailed assessment of the Product for any faults, damage, or any other abnormalities; and
 - (iv) accurately and comprehensively documenting the product quality control check.
6. The above quality-control checks are to be carried out at your cost. Where you discover faults, damage, or any other abnormalities with at least 2 out of the 3 Product you test, you will:
 - (i) immediately inform Au Naturel and, where relevant, the Master Distributor; and
 - (ii) cease sending any Products to customers until you receive confirmation from Au Naturel and, where required, the Master Distributor that you may resume doing so.
7. You must also carry out at least one online compliance test purchase every month, whereby you make an anonymous purchase of a Product from each Marketplace Store on which you sell Products, to determine:
 - (i) average time for the delivery of the Product;
 - (ii) whether the Product received is the one that was ordered; and
 - (iii) the condition of the packaging of the Product and the Product itself and whether it has been damaged during transit.

For the avoidance of doubt, when making a test purchase, the chosen delivery address must be different from the address of the warehouse where the Product is processed and from which it is shipped.

You must record the results of each online compliance test purchase. If the compliance test purchase falls below the standards a reasonable customer would expect, you must report this to Au Naturel and, where relevant, the Master Distributor immediately and take corrective action to ensure that any issues highlighted by the compliance test purchase are remedied in compliance with these Marketplace Criteria.

For the avoidance of doubt, in the event of any conflict between (i) the Authorized Reseller Criteria, these Marketplace Criteria or the Authorized Marketplace Reseller Application Form and Agreement (together, the “Marketplace Selective Distribution Terms”) and (ii) any separate Au Naturel terms and conditions of sale and distribution as may apply to the Reseller, the Marketplace Selective Distribution Terms shall prevail. In any event, any such separate Au Naturel terms and conditions of sale and distribution as may apply to the Reseller shall only apply to the maximum extent permitted under applicable European laws.