

BE TRU ORGANICS™ REQUIRED GUIDELINES FOR RESELLERS

Be Trū Organics™ has formulated policies to ensure that purchasers of Be Trū Organics™ products follow specific guidelines for resale of these products. Be Trū Organics™ sells products via websites, brick and mortar, magazines, catalogs and health care professionals. The Internet policies set forth below are required to be followed by all Resellers (as hereinafter defined) of our products to properly develop and promote the online distribution of Be Trū Organics™ products in the professional marketplace, to support our commitment to the professionally supervised use of Be Trū Organics™ products and to maintain Be Trū Organics™ reputation for high quality products. Compliance with the below policies is a condition to the re-sale of Be Trū Organics™ products, and your agreement to such policies must be acknowledged by signing at the bottom of this document.

1. Be Trū Organics™ customers, resellers or distributors who would like to sell or list Be Trū Organics™ products via the Internet, magazines, catalogs or brick and mortar or place copyrighted material on a web site or any other material (hereinafter, “Resellers”) must submit the URL pages (for web sites) or a copy of printed material (for catalogs, magazines, brick and mortar) for review by Be Trū Organics™ and obtain Be Trū Organics™ written approval (which may be given or withheld in our sole discretion) prior to selling or listing Be Trū Organics™ products via the Internet, magazines, catalogs and brick and mortar. Following initial approval, a Reseller may modify its web site without obtaining subsequent approval provided that Be Trū Organics™ shall have the right to disapprove web site, magazine, catalog or brick and mortar modifications and require changes it deems necessary, in its sole discretion, to promote the Be Trū Organics™ image and brand, and to maintain high standards in the marketing of Be Trū Organics™ products by Internet, magazines, catalogs and brick and mortar Resellers. Be Trū Organics™ reserves the right, in its sole discretion, to suspend or terminate any Reseller at any time.
2. Be Trū Organics™ will approve sales of their products only from a web site operated exclusively under the Reseller’s name or web site domain. The Reseller’s web site shall prominently display the Reseller’s contact information, including at a minimum the Reseller’s name, address, phone number, and e-mail address.
3. Sales of Be Trū Organics™ products or display of Be Trū Organics™ copyrighted and/or trademarked materials on eBay, Amazon or other online auction web sites is strictly prohibited, unless permission is granted beforehand in writing by Be Trū Organics™.
4. Be Trū Organics™ USA Resellers may sell products outside the USA, but only with the prior written consent from Be Trū Organics™. The following statement must appear clearly and conspicuously on a Reseller’s web site listing or selling Be Trū Organics™ products, or containing information about such products: **“We offer Be Trū Organics™ products to users in the United States of America only.”**

5. Sales of Be Trū Organics™ products over the Internet, magazines, catalogs and brick and mortar shall be at prices no lower than Be Trū Organics™ suggested retail prices. Suggested retail prices must be clearly posted online, printed in magazines or catalogs and brick and mortar, and Resellers may not employ personalized promotional discount coupons or volume discounts, having the effect of reducing the prices charged for Be Trū Organics™ products below suggested retail prices.

6. From time to time, Be Trū Organics™ may offer special promotions, which may be extended to Resellers' Internet, magazine, catalog or brick and mortar sales.

7. Be Trū Organics™ reputation for high quality, all-natural products for men and women is embodied in its trademarks, logos and copyrighted marketing materials. An approved Internet Reseller may use and refer to the Be Trū Organics™ name, trademarks, logos and slogans (collectively "trademarks") solely to distinguish Be Trū Organics™ products in connection with the Reseller's authorized sales of those products, provided that the Reseller complies with the following restrictions:

- (a) **Be Trū Organics™ trademarks may not be altered in any way;**
- (b) **No Be Trū Organics™ trademark may be used as all or part of any Reseller's domain name, company name or trade name;**
- (c) **No Be Trū Organics™ trademark or any other mark may be used so as to cause confusion about the origin of Be Trū Organics™ products or to lead the viewer to believe that Be Trū Organics™ and Reseller's relationship is anything other than that of independent parties; and**
- (d) **No Be Trū Organics™ trademark may be used so as to dilute, defame, disparage or harm Be Trū Organics™ reputation.**
- (e) **Resellers are strictly prohibited from bidding and/or buying Be Trū Organics™ trademarks as keywords on any search engine websites.**
- (f) **Be Tru Organics™ products are not to be promoted or marketed as a marijuana and/or THC- containing brand. Resellers must clearly state that Be Tru Organics™ products are manufactured from the hemp plant and are completely free of THC and/or any other psychoactive plant compounds.**

An approved Internet Reseller must adhere to Be Trū Organics™ Corporate Identity Usage Guidelines and must state on the Reseller's web site that Be Trū Organics™ is the owner of the Be Trū Organics™ trademarks and that the Reseller is using Be Trū Organics™ trademarks with the permission of Be Trū Organics™. Be Trū Organics™ shall retain sole ownership rights to the trademarks, and the Reseller shall not acquire any right to these trademarks or any intellectual property of Be Trū Organics™ by their use. Be Trū Organics™ trademarks may be used only to the extent specified herein, and Be Trū Organics™ may revoke any license to use Be Trū Organics™ trademarks or other intellectual property at any time for any reason, and at such time, the use of such trademarks or other intellectual property by such Reseller shall cease immediately.

In addition, failure to comply with these policies may, at Be Trū Organics™ sole option, result in restrictions and/or conditions being placed on the Reseller's account, up to and

including account closure.

It is the responsibility of any authorized distributors who represent and sell Be Trū Organics™ products directly to get this MAP agreement signed by their online resellers and vendors, and they must keep on file all signed MAP agreements from each account.

Questions concerning these policies should be directed to Administration at Be Trū Organics™.

Please sign below to acknowledge your agreement to comply with these policies and to be bound thereby and return to: Be Trū Organics™ 21621 Nordhoff St., Chatsworth, CA 91311. The signed policy may also be scanned and emailed to julie@betruorganics.com. You acknowledge that Be Trū Organics™ reserves the right to enforce the terms of this policy by any means available at law.

Agreed To and Accepted

On this Date: _____

By: _____

Authorized Signature of Reseller Representative

Print Name and Title of Reseller Representative

Name of Reseller

Telephone Number

Print Name of Person overseeing Web Site

<http://> _____
Reseller Web Site Address (URL)

Print Name of Person's overseeing Magazine, Catalog, Brick and Mortar

Be Trū Organics™ 21621 Nordhoff St., Chatsworth, CA 91311 818.237.5136