



Dear Reseller:

At Allergy Research Group LLC (“ARG”), we are committed to you—the resellers that help our company satisfy customer needs and deliver best-in-class health and nutritional supplements. To protect our brands and the integrity of our authorized distribution channels, ARG is announcing and implementing an Authorized Reseller Program, effective **September 1, 2020**.

Among other benefits, our Authorized Reseller Program will ensure that all sellers of Allergy Research Group®, NutriCology®, and Optimox® products (collectively, the “Products”) understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Reseller program will assist us in identifying and taking action against unauthorized sellers that are harming you, the ARG, and consumers through the sale of damaged, diverted, and otherwise poor-quality products.

Your obligations under our new Authorized Reseller Program are outlined in the attached **Allergy Research Group LLC Authorized Reseller Policy (“Reseller Policy”)**. Please note that you are expected to comply with the terms of the enclosed Reseller Policy to remain an “Authorized Reseller” of Products. The key features of the Reseller Policy are noted below:

- **Where and To Whom You May Sell Our Products:** The Authorized Reseller Policy requires that you sell Products solely to end users and not to persons or entities who intend to resell our products. You also may not market for sale or ship these products outside of the United States without our prior written consent.
- **Limitations on Online Sales:** Please note that you are not permitted to sell Products on or through *any* website, online marketplace (including, but not limited to, Amazon.com and eBay.com), mobile application, or other online forum without receiving the prior written consent of ARG.
- **Ensuring Product Care and Customer Service:** To ensure that the end user consumers who purchase our Products have the best experience possible, the Authorized Reseller Policy provides certain steps that you must take to maintain the quality of our Products. The Authorized Reseller Policy also outlines our expectations for the service you must provide to your customers.

Finally, ARG has a unilateral Minimum Advertised Price Policy (“MAP Policy”), which applies to all authorized sellers of Products in the United States. A copy of the MAP Policy, which will be effective on **September 1, 2020**, is attached for your review and reference.

Please direct any questions about the Authorized Reseller Program, or the attached documents, to customerservice@allergyresearchgroup.com.

Thank you in advance for your cooperation and assistance.

Sincerely,

Allergy Research Group LLC



## ALLERGY RESEARCH GROUP LLC AUTHORIZED RESELLER POLICY

Effective Date: September 1, 2020

This Allergy Research Group LLC Authorized Reseller Policy (“Reseller Policy”) is issued by Allergy Research Group LLC (“ARG”) and applies to Authorized Resellers of Allergy Research Group®, NutriCology®, and Optimox® products (“Product(s)”) in the United States of America. By purchasing Products from ARG or an Authorized ARG Distributor for resale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by ARG in ARG’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” hereunder. ARG may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller’s facility and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products to End Users. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without ARG’s prior written consent.

2. **Online Sales.** Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, or Target+), mobile application, or other online forum without the prior written consent of ARG, granted through execution by ARG of the Allergy Research Group LLC Authorized Online Seller Agreement. Notwithstanding the foregoing, Resellers are permitted to offer for sale and sell products through an ePharmacy or other micro-site (“ePharmacy”) operated by an ARG Authorized Distributor. The terms of this Reseller Policy supersede any prior agreement between ARG and Reseller regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by ARG to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by ARG. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller’s business or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of ARG or the Products.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Reseller shall comply with the Product Care, Customer Service, and Other Product Quality Guidelines attached hereto as Exhibit A, as may be amended by ARG from time to time.

5. **Intellectual Property.** Reseller acknowledges and agrees that ARG owns all proprietary rights in and to the Allergy Research Group®, NutriCology®, and Optimox® brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “ARG IP”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the ARG IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the ARG IP shall inure solely to the benefit of ARG. Reseller’s use of the ARG IP shall be in accordance with any guidelines that may be provided by ARG from time to time and must be commercially reasonable as to the size, placement, and other manners of use. ARG reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the ARG IP at any time, without limitation. Reseller shall not create, register, or use any domain name or any mobile application that contains any ARG product name or trademark, nor a misspelling or confusingly similar variation of any ARG product name or trademark.

6. **Termination.** If Reseller violates this Reseller Policy, ARG reserves the right to terminate Reseller’s status as an Authorized Reseller with written or electronic notice. Upon termination of a 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 ARG Products or has any affiliation whatsoever with ARG; and (iii) using all ARG IP.

7. **Modification.** ARG 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 ARG IP, or use of any other information or materials provided by ARG to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of ARG and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of ARG.

**EXHIBIT A**

**PRODUCT CARE, CUSTOMER SERVICE, AND OTHER PRODUCT QUALITY GUIDELINES**

1. Comply with all instructions provided by ARG regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Products shall be stored in a sanitary environment away from direct sunlight. Unless as otherwise specific herein or as otherwise instructed by ARG, Products shall be stored at room temperature in a cool dry place and tightly capped. Products must be handled in accordance with good industrial hygiene and safety practices.
2. To ensure Product quality and potency and to maximize Product shelf life, the following Products shall be stored and transported at 2 °C to 8 °C / 35.6°F to 46.4°F unless otherwise agreed to by you and ARG:

<b>Product No.</b>	<b>Product Name</b>	<b>Current Label Storage Requirement NCI / ARG Labels</b>
1910	Bifidobiotics	To maintain potency, store tightly closed and refrigerated. Short term heat exposure is acceptable.
2461	GI Flora	To maintain potency, store tightly closed and refrigerated. Short term heat exposure is acceptable.
2780	LactoBlend	To maintain potency, store tightly closed and refrigerated. Short term heat exposure is acceptable.

3. The following Products shall be stored in a refrigerator or freezer for longer term storage.

<b>Product No.</b>	<b>Product Name</b>	<b>Current Label Storage Requirement NCI / ARG Labels</b>
6770	Micro Liposomal C	May be kept in freezer for longer term storage.
7000	Full Spectrum Digest, 90 capsules	May be refrigerated for longer term storage.
7210	Full Spectrum Digest, 30 capsules	May be refrigerated for longer term storage.

4. To ensure Product quality and potency, the following heat-sensitive Products shall be shipped next day air to the End User all year around unless otherwise agreed to by you and the End User:

<b>Product Name</b>	<b>Product Nos.</b>
BifidoBiotics	71910
Full Spectrum Digest	77210, 77000
GI Flora	72461
Lactobacillus	72780

5. To ensure Product quality and potency, the following heat-sensitive Products shall be shipped next day air from May 1 until October 31 unless otherwise agreed to by you and the End User:

<b>Product Name</b>	<b>Product Nos.</b>
Astaxanthin 6 mg	77510
Coenzyme Q10 with Tocotrienols	73460, 753470
CoQ-Gamma E	75930
CoQH-CF Ubiquinol	766070
Culturelle® (Lactobacillus GG)	73390

Delta-Fraction Tocotrienols 50 mg	75270
Delta-Fraction Tocotrienols 125 mg	76180, 76670
DHA	72630
DIM Palmetto	74190
EPA/DHA Pro	77460
EPA/DHA Pro Lemon	77500
EPO	71260
GLA Borage Oil	71320, 77220
GlucFit™	74500
Liposomal Zen	76810
Lutein	74600
Micro Liposomal C	76770
Nattokinase 36 mg	74750, 75100
Nattokinase 100 mg	75370, 75380
Oregano Oil	73850
Palmetto Complex II	70730
Phosphatidyl Choline	72240
Super EPA	71250, 73870
Super Vitamin B Complex	70340
SynovoDerma	74740
Tocomin SupraBio® Tocotrienols 100 mg	76740, 76741
Tocomin SupraBio® Tocotrienols 200 mg	76750, 76751
Vitamin D3 Complete	76380, 77240
Vitamin D3 Complete 5000	77260

6. To ensure Product quality and potency, the following cold-sensitive Products shall be shipped second day air or faster from November 1 through April 30 in a Styrofoam cooler to prevent the Products from freezing, unless otherwise agreed to by you and the End User:

Product Name	Product Nos.
Solution of Magnesium Liquid 8 oz.	70320
Selenium Solution 8 oz.	70120
Selenium High Dose Drops	77380
Argentyn 23® 59 mL (2 fl.oz.) dropper	75410
Argentyn 23® 59 mL (2 fl. oz.) spray	75420
Argentyn 23® 59 mL (2 fl. oz.) vertical spray	75430
Argentyn 23® 118 mL (4 fl.oz.)	75440
Argentyn 23® 236 mL (8 fl.oz.)	75350
Argentyn 23® 480 mL (16 fl.oz.)	76300
Argentyn 23® First Aid Gel 59 mL (2 fl. oz.)	76210

7. Inventory of Products shall be managed on a “first-in, first-out” (FIFO) basis, with older inventory being sold before newer inventory of the same Product.

8. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
9. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products.
10. Do not tamper with, deface, or otherwise alter any serial number, batch or lot code, or other identifying information on Products or their packaging. Do not dilute Products.
11. Do not resell any Product that has been returned opened or repackaged.
12. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to ARG at [customerservice@allergyresearchgroup.com](mailto:customerservice@allergyresearchgroup.com).
13. Be familiar with the shelf life and/or expiration date for all Products. Inspect inventory regularly for Products past or close to their shelf life and/or expiration date and remove those Products from inventory. Do not sell any Products that are expired or within 90 days of expiration unless otherwise agreed to by ARG and the Reseller. Destroy or dispose of any such Products in accordance with instructions provided by ARG.
14. Cooperate with ARG with respect to any Product tracking systems that may be implemented from time to time.
15. Cooperate with ARG with respect to any Product recall or other consumer safety information dissemination efforts.
16. Promptly respond to customer inquiries and instruct the customer to contact ARG at Customer Service at (800) 545-9960 ext 2 if unable to respond to a customer inquiry.
17. Report to ARG any customer complaint or adverse event regarding the Products of which you become aware and assist ARG in investigating any such complaints or adverse claims.
18. Cooperate with ARG in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.



## ALLERGY RESEARCH GROUP LLC MINIMUM ADVERTISED PRICE POLICY

Effective Date: September 1, 2020

### I. Purpose

Allergy Research Group LLC (“ARG”) has determined that certain advertising practices undermine ARG’s reputation, brand, goodwill, and premium image with its target consumer population and discourage its sellers from investing in the Allergy Research Group®, NutriCology®, and Optimox® brands and product lines and providing the best possible service and support to consumers. To protect the integrity of the ARG brands, ARG has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all authorized resellers of Allergy Research Group®, NutriCology®, and Optimox® branded products in the United States of America. This Policy supersedes all prior ARG policies or representations regarding minimum advertised prices or resale prices for the ARG products applicable to resellers.

### II. Products Subject to MAP Policy

This Policy applies to advertisements of all of the ARG, NutriCology, and Optimox products set forth on the following URLs (collectively, the “Covered Products”), available at:

- **NutriCology:** [https://www.nutricology.com/index.php?p=a\\_z](https://www.nutricology.com/index.php?p=a_z)
- **Allergy Research Group:** [https://www.allergyresearchgroup.com/index.php?p=a\\_z](https://www.allergyresearchgroup.com/index.php?p=a_z)
- **Optimox:** <https://www.optimox.com/shop/>

These product schedules will be made available to all resellers and may be amended by ARG in its sole discretion at any time. This MAP Policy is also available online, for reference at:

- <https://www.allergyresearchgroup.com/map-policy;>
- <https://www.nutricology.com/map-policy;> and
- <https://www.optimox.com/map-policy>

### III. The Minimum Advertised Price

ARG is solely responsible for establishing the minimum advertised price (“MAP”) for each Covered Product and communicating the MAP to all resellers. The MAP for each Covered Product is equal to the manufacturer’s suggested retail price (MSRP) for that Covered Product, as set forth at:

- **NutriCology:** [https://www.nutricology.com/index.php?p=a\\_z](https://www.nutricology.com/index.php?p=a_z)
- **Allergy Research Group:** [https://www.allergyresearchgroup.com/index.php?p=a\\_z](https://www.allergyresearchgroup.com/index.php?p=a_z)
- **Optimox:** <https://www.optimox.com/shop/>

**While resellers remain free to advertise and sell all ARG products (including the Covered Products) at any price, it is a violation of this Policy for a reseller to advertise any Covered Product at a price lower than the MAP. This Policy does not constitute an agreement between ARG and any other entity.** ARG does not solicit and will not accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must choose independently whether to comply with the terms of this Policy. **This Policy is not negotiable and will not be altered for any individual reseller.**

### IV. Advertising and Advertisements

The Policy applies to all “advertising” and “advertisements” and includes all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

- |              |                                      |                                   |  |
|--------------|--------------------------------------|-----------------------------------|--|
| • newspapers | • websites                           | • mobile/smart phone applications | • sponsored links  |
| • catalogs   | • blogs                              | • banner ads                      | • ads in any other media in a digital format that is conveyed via the Internet |
| • magazines  | • social media                       | • online product ads              |  |
| • flyers     | • affiliate marketing                | • paid search ads                 | • any other marketing or promotional materials,                                |
| • brochures  | networks/comparison shopping engines | • pay-per-click ads               |  |
| • television |                                      | • display ads                     |  |
| • radio ads  |                                      |                                   |  |

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|-------------------|--|-----------------------|---|
| • billboards      | • seller-initiated text                                  | • mobile ads          | whether displayed                         |
| • outdoor signage | messages or emails to customers or prospective customers | • product listing ads | online, through broadcast, or other media |

The terms “advertise” and “advertisement” do not include:

- A. signage displayed within a brick-and-mortar selling location; and
- B. pricing information displayed at the “final online checkout stage,” which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the reseller’s own website.

**V. Policy Violations and Permissible Promotions**

MAP advertisements that violate this Policy include, but are not limited to:

- A. Offering coupons, discounts, rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, a category-wide sale, a promotional code, or other similar provision that can be applied to the Covered Products;
- B. Bundling Covered Products with other products or services (whether made by or provided by ARG or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product;
- C. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest a lower price for a Covered Product may be found at the “final online checkout stage” (as defined above);
- D. Permitting any third-party to alter the advertised price for any Covered Product; and
- E. Direct or indirect attempts to circumvent this Policy.

Until otherwise announced by ARG, advertisements that do not violate this Policy include:

- A. The advertisement of free or reduced-price shipping on a Covered Product, as long as such offer applies to all other products offered by a reseller in the same product category and the value of the free or reduced-price shipping is reasonable;
- B. A coupon, coupon code, reseller rebate, or similar inducement that can be applied to a Covered Product, provided that such coupon, coupon code, reseller rebate, or other inducement: (1) applies to all products offered by reseller or all products offered by reseller in the same category as the Covered Product; (2) does not specifically refer to any Covered Product; and (3) does not provide a discount of more than twenty percent (20%) below the MAP;
- C. “Subscribe and Save,” “Auto-ship and Save,” “Repeat Delivery,” or other subscription or auto-replenishment loyalty discount programs which result in a discount below MAP, provided that such programs do not advertise a discount of more than ten percent (10%) below the MAP for the first purchase in the program, and no more than ten percent (10%) below the MAP for remaining purchases in the program; or
- D. Representations that a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.

**VI. MAP Holidays**

From time to time, ARG may announce MAP holidays or promotions that are applicable to all resellers, during which periods a reseller that advertises a Covered Product in accordance with the terms of the authorized promotion will not be deemed to have violated the Policy. ARG will notify all resellers of any such authorized promotions, generally not fewer than thirty (30) days in advance.

**VII. Noncompliance**

ARG will take the following actions against any reseller that fails to comply with this Policy:

**First Violation:** For a reseller’s first violation of the Policy, ARG will notify the reseller in writing of such failure and will immediately place the reseller’s account on shipping hold for thirty (30) days. ARG will revoke its acceptance of any pending orders, cancel any pending shipments to the reseller, and not accept any new orders from reseller during this 30-day period.



**Second Violation:** For a reseller's second violation of the Policy, ARG will terminate its business relationship with the reseller. ARG will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller.

This Policy will be enforced by ARG in its sole discretion and without notice. Sellers have no right to enforce the Policy.

### **VIII. Policy Administration**

ARG may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Any such modifications will be made available to all authorized resellers. If ARG changes the MAP on any Covered Product, it will provide at least 14 days' notice to resellers before the changes are effective.

No ARG employee or agent is authorized to modify, interpret, or grant any exceptions to this Policy; solicit or obtain the agreement of any person or entity to comply with this Policy; or otherwise discuss any aspect of this Policy with any reseller, including any reseller's compliance with the terms.

Any questions about this Policy should be submitted in writing and directed to ARG's MAP Policy Administrator at [MAP@allergyresearchgroup.com](mailto:MAP@allergyresearchgroup.com). ARG will not accept any other form of communication from resellers regarding the Policy.