



## ON-LINE RE-SELLER AGREEMENT

This agreement is between **BodyHealth.com, LLC** (hereafter “BH” located at **707 Cleveland Street, Clearwater, FL 33755**) and \_\_\_\_\_ (hereafter “customer” ) located at \_\_\_\_\_ and is established for the purpose of creating the framework for BH to provide supplements to customer.

**I. Introduction and Rationale:** This agreement governs the internet resale of products from BodyHealth.com LLC. This policy is provided to all new and existing re-sellers as a privilege and benefit of being a valued member of BodyHealth.com LLC. BodyHealth.com LLC believes the guidance of a qualified and approved re-seller is essential in order to maximize the effectiveness of our supplements. BodyHealth.com LLC reserves the right to revoke re-selling privileges at any time. Decisions regarding this policy are BodyHealth.com LLC’s alone, and this policy can be amended at any time.

### II. Policies and Restrictions

- a. Authorized Resellers:** Only authorized re-sellers are allowed to sell BH branded products through online sales revenues. An acceptable BH reseller is someone that has been given express permission directly from BH. Selling on Amazon.com, Walmart.com, Jet.com, eBay.com, Rakuten.com and other such sites is a violation of agreement with BH and is strictly prohibited. If unauthorized sellers are found, they will be reported promptly and removed, this may include legal action.
- b. The BH Internet Sales Channel:** The internet is a means of communication, and opening the BH brand to internet sales does not change the nature of the sales channel from a BH channel to a DTC (direct to customer)/ retail channel. The internet virtualizes the traditional pattern of the BH-customer relationship.
- c. Copyright and Trademark:** The philosophy and integrity of the BH brand must be consistently protected at all times. Content displayed on the BH website and its associated re-sale sites and venues, in brochures, advertisements, product packaging, product information sheets and other marketing materials are copyrighted and trademarked. All content appearing on or associated with all re-sellers, is copyrighted and trademarked as well.
- d. Brand Representation:** The unauthorized use of copyrights, trademarks, logos, manufacturing images, product images, copy or other BH information on the internet without expressed consent is prohibited. All photos, images, and product and/or company description content pertaining to or describing BH must be current and obtained from BH directly. This information cannot be pulled from the BH website or other internet sources, unless specifically directed in writing by BH. This information may be updated and amended at any time.
- e. Information Disclosure:** All individuals or companies intending to resell BH products online agree to disclose all ownership or association of any kind with BH. This includes account holder name, complete phone number, email and address contact information.
- f. International Restrictions:** Products are for distribution in the United States only. Due to international supplement regulations and policies governing such products, and to protect the integrity and rights of our

international distributors, products cannot be shipped internationally, without permission and the proper arrangements made with BodyHealth.

- g. Compliance with Laws:** customer is solely responsible to comply with all applicable laws and regulations where it advertises or sells BH products.
- h. Customer Service and Returns:** customer is responsible for product returns and refunds. In the event of a manufacturer defect, please contact the CEO of BodyHealth directly to discuss and resolve. Re-sellers are responsible for any applicable customer service for items they sell, answering all customer questions promptly and accurately, responding to and resolving any negative feedback or any such issues that arise
- i. Online Sales Revenues:** BH maintains an agreement with only a few exclusive Amazon.com, Walmart.com, Jet.com, eBay.com and like sales sites re-sellers. Therefore, BH products may not be advertised or sold on any of those sites, or any of its affiliates by anyone except for these approved re-sellers. Anyone who violates this exclusive agreement are subject to immediate and permanent suspension of purchasing privileges.
- j. Authorized BodyHealth Product list w/ MAP details:**

PRODUCT NAME	MAP
Daily Immune Defender	\$19.95
Perfect Amino, 300ct tablets	\$69.95
Perfect Amino, 150ct tablets	\$37.95
Perfect Amino Power Meal, Natural Delicious	\$49.95
Perfect Amino Power Meal, Dark Chocolate	\$54.95
Perfect Amino XP powder 30 svg (lemon-lime)	\$37.95
Perfect Amino XP powder 60 svg (lemon-lime)	\$69.95
Perfect Amino XP powder 30 svg (mixed berry)	\$37.95
Perfect Amino XP powder 60 svg (mixed berry)	\$69.95
<b>NOTE: ADDITIONAL QUANTITY OR PACKAGE VARIANTS ARE NOT PERMITTED WITHOUT WRITTEN PERMISSION FROM BODYHEALTH CEO.</b>	

- l. Pricing Provisions:** Authorized BH re-sellers must abide by the Minimum Advertised Price (MAP) Policy, as outlined in section II- j. of this document when advertising the resale of BodyHealth.com LLC products.  
**INITIAL:** \_\_\_\_\_

### III. Minimum Advertised Price (MAP) Policy

- a. Liability:** This MAP Policy applies to all re-sellers including those that own, operate or manage websites, online clinics and online pharmacies. The MAP policy applies to all printed and electronic advertisements of BodyHealth.com LLC products including but not limited to catalogs, brochures, websites, email solicitations, special offers, newsletters and electronic coupons or coupon codes. BH re-sellers agree to assume all liability and responsibility for the resale of products through the internet.
- b. No Refunds:** All product orders by re-seller are non-refundable. Re-seller takes responsibility for any excess inventory or product returns, exchanges or refunds by customers. In the event of a defective product, re-seller

will notify BH with the information to be evaluated so that the appropriate action can be taken, such as replacement of product if it is deemed appropriate by BH.

- c. **Advertising:** Through the purchase of BH products, customer agrees not to advertise through any medium of mass communication any product at less than the MAP price for each respective product as listed on the product list above. This policy prohibits the advertising of any volume discount or other promotion that would cause the per unit sales price to be advertised at less than the MAP price. Similarly, any language referring to or speaking of inferred discounts that a customer may receive through a website is prohibited. This does not apply to advertising within a practitioner's office setting. The "practitioner's office setting" is defined as the physical location where patients are medically seen and treated by the licensed practitioner. Exceptions would also include coupon codes that offer a site-wide discount.

#### IV. Failure to Comply

In order to preserve brand integrity, BH requires compliance with the terms and conditions outlined in this policy. If customer fails to comply with the terms of Section II., a. through I., BH shall notify them via phone, email or standard mail of the violation and immediately place the customer account on hold until they have come into compliance. Failure to comply with the MAP policy in Section II, I., and Section III., may result in temporary revocation of customer purchasing privileges, suspension of the account or termination of the account. BH reserves the right to revoke customer purchasing privileges and/or terminate the account of any customer in violation of any of the terms or conditions outlined in this policy with or without prior notice. Violation of any such terms automatically forfeits customerability to purchase products in any capacity.

I agree to these terms:

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Company Name(s),** \_\_\_\_\_

**Address:** \_\_\_\_\_ **website:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_

#### BodyHealth.com, LLC

**Date:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_