



NATURA HEALTH PRODUCTS
PRODUCT DISTRIBUTION AGREEMENT

The following is an agreement between Natura Health Products (“Natura”) and the undersigned qualified healthcare practitioner (“Distributor”) concerning Distributor’s purchase of the products of Natura for resale to the general public. Only if Distributor executes this agreement, and complies with its terms, will Distributor be entitled to purchase products from Natura for resale. Distributor’s adherence to this agreement will ensure that the therapeutic integrity of Natura’s formulations is not compromised.

1. **Sales Channels:** Natura’s products may be sold by Distributor only through Distributor’s retail stores, clinics, or websites. Under no circumstances shall Distributor sell Natura’s products through the websites or retail stores of any third parties such as Amazon, eBay, Walmart or other like e-commerce sites. Distributor shall not sell wholesale or by consignment through any other distributors or brokerage.
2. **Restricted Products:** Natura’s products are available to qualified healthcare practitioners and may be offered for sale online and on the open shelf in retail stores with the following restriction: Our products **Artemis Plus** and **Phyto-Cyto** will not be available for resale on any online site or on the open shelf. Under no circumstances may Distributor offer these products except through qualified health care practitioners observing appropriate prescription restrictions.
3. **California’s Proposition 65:** Distributors agree to comply with California’s Proposition 65 by placing warning stickers on the products that require such stickers prior to shipping them to a California address. Distributors may obtain Proposition 65 stickers from Natura as needed.
4. **Product Support:** Natura’s product images, descriptions, and supplement panels are available on its website or by request. Sales materials produced by Natura are available for Distributor’s use. Natura is willing to assist in adapting its requirements to fit Distributor’s specific needs and market niche. Under no circumstances may Distributor display sales information containing any claim regarding disease diagnosis, prevention, treatment, or cure. Distributor agrees to indemnify and hold Natura harmless from any claims which may arise as a result of its breach of this section or its failure to display any warnings provided to Distributor by Natura. Natura reserves the right to terminate this agreement, without prior notice, in the event that Distributor refuses to discontinue the use of promotional material or representations to the public of any kind which Natura, in its absolute discretion, finds objectionable. Distributor further agrees to destroy any products, and discontinue offering same to the public, if the applicable expiration dates

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have passed. Natura will work closely with Distributor to ensure that this policy is understood and that it is in compliance.

5. **Minimum Advertised Price (MAP)**: The Minimum Advertised Price (MAP) is the retail price that is set for all of our products according to our current Price List. Our policy applies to all of our qualified healthcare practitioners who resell our products online. These prices are non-negotiable.

Our MAP policy prohibits any discounting or promotional practice in which the discount or promotion would cause the unit price of a product to be advertised at less than the designated Retail Price prior to the product being added to the shopping cart.

This MAP policy applies to the advertised price of our products in any and all media, including flyers, posters, coupons, emails, inserts, newspapers, magazines, catalogs, mail order catalogs, online, and television.

Natura Health Products reserves the right to discontinue selling products to any qualified healthcare practitioner who is affiliated with a website that is violating this MAP policy. When violations occur a “hold” will be placed on the account until the policy requirements are met. Continued violations will result in permanent revocation of purchasing privileges.

6. **Disclaimer**: It is expressly understood that the limit of Natura’s liability for damages, under any theory of recovery, is reimbursement of the price paid by Distributor for the products in question. In particular, without limiting the foregoing, Natura shall not be liable for incidental or consequential damages due to its failure to supply products to Distributor as agreed.
7. **Termination**: Either party may terminate this agreement with written notice to the other effective not less than 10 business days from notification.

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