

## **Internet Reseller Policy**

**(Effective: January 1, 2012)**

Priority One Nutritional Supplements Inc. has unilaterally adopted an Internet Reseller Policy (Internet Policy), which shall apply to all U.S. internet resellers, collectively, "Resellers") who resell Priority One products to end users via the Internet. Priority One Nutritional Supplements Inc. is adopting this policy to help preserve its standard for providing licensed health care practitioners with high quality products and sales and technical support ("The Priority One Standard"). One aspect of meeting the Priority One Nutritional Supplements Inc. Standard is to sell such products online at no less than 10% below the suggested retail prices. Any advertisements, discounts, rewards programs, coupons, special offers, sales, promotions, etc. must explicitly state "Not valid on Priority One Nutritional Supplements' products" and products must check-out at no less than 10% below suggested retail pricing. This internet policy does not apply to resellers who sell Priority One Nutritional Supplements Inc. via a web page that is protected by a customer account logins or passwords. For example, private patients being treated by the practitioner may be given a private patient code to be entered upon checkout to replicate the discount provided to patients in the practitioners' office. This code must not be provided to any customer via broadcast email, must not be shown on the Web site and must not be made available to anyone other than the practitioners' private patients. Reference upon checkout may only be as "patient code"; i.e. any word implying a discount, special, sale, coupon, etc. may not be used. Priority One Nutritional Supplements Inc. reserves the right not to sell or supply any products to any reseller that is affiliated with a web site that violates this Internet Policy. Any Reseller reference or inference at all to discounts, price reductions, special call-in pricing, coupons, and price matching policies or another special promotion or offer on Priority One Nutritional Supplements Inc. products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Reseller's account(s).

Sale of Priority One Nutritional Supplements Inc. products through 3<sup>rd</sup> party sites (EBay, Twitter, Pinterest, etc.) is not authorized or permitted. Amazon listing must be approved by Priority One in compliance with this signed policy. Priority One Nutritional Supplements Inc. reserves the right to not sell or supply products to any Reseller that is found to be selling Priority One Nutritional Supplements Inc. products on a third party-facilitated sites.

## **Use of Trademarks**

Reseller agrees to use the symbols ™ and ®, as appropriate, when displaying the Trademarks, which is intended to indicate Priority One Nutritional Supplements Inc. ownership of the trademarks and shall not be construed as a claim to ownership by reseller. Reseller's use of the Trademarks must be accompanied by a statement substantially as follows: "[Insert the trademark(s)] are trademarks of Priority One Nutritional Supplements Inc. and are used with permission." The Trademarks are solely and exclusively the property of Priority One Nutritional Supplements Inc. Reseller shall not have any ownership right, title, or interest,



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 Nutritional Supplements  
 Since 1988

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express or implied, in the Trademarks. Reseller shall not use the Trademarks except in a form, context and location that are acceptable to Priority One Nutritional Supplements Inc. Priority One Nutritional Supplements Inc. may review Reseller's Web site at any time and reserves the right to require Reseller to make changes to it based upon use of any intellectual property owned or controlled by Priority One Nutritional Supplements Inc., even if Priority One Nutritional Supplements Inc. has previously approved or accepted Reseller's web site or the material displayed thereon. Reseller may not use Priority One Nutritional Supplements Inc. product names, trademarks or copyrights as a part of a URL (Universal Resource Locator), secondary level domain name, meta-tags, key works, or file names.

Priority One reserves all rights to claim monetary damages for the misuse of its trade names, marks, and or any liability for claims made that misrepresent it or its products. Priority One reserves the right to modify or change this form without notice. Please check our website regularly to be in compliance with this policy.

_____	_____	_____
Sign Name	Print Name	Date
_____	_____	_____
Company Name	Email	Phone Number
_____	_____	_____
Website Name	Additional Website(s)	Additional Website(s)
_____	_____	_____
Additional Website(s)	Additional Website(s)	Additional Website(s)

Thank you,

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