



Dear Reseller,

At Seeking Health, LLC (“Seeking Health”), we are committed to you—the reseller partners that help our company satisfy customer needs and deliver best-in-class health supplements. To protect our brand and the integrity of our authorized distribution channels, Seeking Health is announcing and implementing an Authorized Reseller Program, effective **October 1, 2020**.

Among other benefits, our Authorized Reseller Program will ensure that all sellers of Seeking Health 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 brand. In addition, our Authorized Reseller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged and diverted products.

Your obligations under our new Authorized Reseller Program are outlined in the **Seeking Health, LLC Authorized Reseller Policy**, which is attached for your review. Please note that you are expected to comply with the terms of the enclosed Reseller Policy to remain an “Authorized Reseller” of Seeking Health products. The key features of the Reseller Policy are noted below:

- **Where and to Whom You May Sell Our Products:** Pursuant to the Authorized Reseller Policy, you are permitted to sell Seeking Health products solely to end users and not to persons or entities who intend to resell Seeking Health products. You must also have current a licensure/certification as a healthcare professional in good standing before selling Seeking Health products. In addition, you may not market for sale or ship Seeking Health products outside of the United States without our prior written consent.
- **Limitations on Online Sales:** The Authorized Reseller Policy prohibits you from selling Seeking Health products online without Seeking Health’s prior written consent. This prohibition will be strictly enforced.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase our products have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers. The Authorized Reseller Policy also describes certain steps you must take to maintain the quality of our products until they reach consumers.

Finally, Seeking Health has a unilateral Minimum Advertised Price Policy (“MAP Policy”), which applies to all retail advertising of Seeking Health products in the United States. An updated version of the MAP Policy, which will be effective on **October 1, 2020**, is attached for your review and reference.

Thank you for your careful attention to the Authorized Reseller Policy and for your continued support of our brand.

Sincerely,

Seeking Health, LLC



SEEKING HEALTH, LLC AUTHORIZED RESELLER POLICY
Effective Date: October 1, 2020

This Seeking Health, LLC Authorized Reseller Policy (“Reseller Policy”) is issued by Seeking Health, LLC (“Seeking Health”) and applies to Authorized Resellers of Seeking Health products (“Product(s)”) in the United States of America. By purchasing Products from an Authorized Seeking Health Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by Seeking Health in Seeking Health’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” hereunder. Seeking Health 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 Seeking Health’s prior written consent.

2. **Online Sales. Other than sales through an ePharmacy or other microsite operated by one of Seeking Health’s Authorized Distributors on behalf of Reseller, Reseller shall not advertise or sell Products on or through any website, online marketplace (including but not limited to, Amazon, eBay, or Walmart Marketplace), mobile application, or other online forum without the prior written consent of Seeking Health, granted through execution by Seeking Health of the Seeking Health, LLC Authorized Online Seller Agreement.** The terms of this Reseller Policy supersede any prior agreement between Seeking Health 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 Seeking Health 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 Seeking Health. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products, including environmental regulations and restrictions and territorial sales restriction applicable to 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 Seeking Health. Reseller, if an individual, must have a current licensure/certification as a healthcare professional in good standing verified by an Authorized Seeking Health Distributor (such professional, an “HCP”), and if a business entity, must have an HCP as an owner, member, operator, manager, director, or similar authority involved with any sales of the Products.

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

(a) Reseller shall comply with all instructions provided by Seeking Health regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Reseller shall store Products in a cool, dry place, away from direct sunlight.

(b) Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations are not permitted. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging.

(c) Reseller shall not advertise or sell any Product that has been returned open or repackaged.

(d) Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Seeking Health at customer@seekinghealth.com or (800) 547-9812.

(e) Reseller shall sell Products on a first-in-first-out (FIFO) basis.

(f) Reseller shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Reseller shall not sell any Products that are expired or within 90 days of expiration. Reseller shall destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by Seeking Health.

(g) Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable guarantee or return policy. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(h) Reseller shall cooperate with Seeking Health with respect to any Product tracking systems that may be implemented from time to time.

(i) Reseller shall cooperate with Seeking Health with respect to any Product recall or other consumer safety information dissemination efforts.

(j) Reseller shall promptly report, to the extent permitted by applicable law, any customer complaint, adverse claim, and/or “serious adverse event” (as defined under 21 U.S.C. §379aa-1(a)(2)) regarding its customers’ the use of Products of which it becomes aware to Seeking Health at customer@seekinghealth.com or (800) 547-9812. Reseller shall assist Seeking Health in investigating any such complaints, adverse claims, or “serious adverse event.”

(k) Reseller shall cooperate with Seeking Health in the investigation and resolution of any quality or customer service issues related to Reseller’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Reseller acknowledges and agrees that Seeking Health, LLC owns all proprietary rights in and to the Seeking Health brand, name, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Seeking Health IP”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Seeking Health 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 Seeking Health IP shall inure solely to the benefit of Seeking Health. Reseller’s use of the Seeking Health IP shall be in accordance with any guidelines that may be provided by Seeking Health from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Seeking Health reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Seeking Health IP at any time, without limitation. Reseller shall not create, register, or use any domain name or any mobile application that contains any Seeking Health product name or any trademark owned by Seeking Health, nor a misspelling or confusingly similar variation of any Seeking Health product name or any trademark owned by Seeking Health.

6. **Termination.** If Reseller violates this Reseller Policy, Seeking Health 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 Seeking Health Products or has any affiliation whatsoever with Seeking Health; and (iii) using all Seeking Health IP.

7. **Modification.** Seeking Health 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 Seeking Health IP, or use of any other information or materials provided by Seeking Health 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 Seeking Health 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 Seeking Health.

9. **Licensure Requirement.** Upon Seeking Health's request, Reseller shall promptly provide a copy of its valid (non-expired) health professional licensure to Seeking Health. If such documentation expires, Seeking Health will reach out to obtain an updated, current copy of the license. Seeking Health reserves the right to terminate any Reseller's status as an Authorized Reseller for failure to provide Seeking Health with this documentation.

SEEKING HEALTH, LLC
UNITED STATES MINIMUM ADVERTISED PRICE POLICY
Effective October 1, 2020

Seeking Health, LLC (“Seeking Health”), has determined that certain advertising practices undermine Seeking Health’s trade reputation, brand, and premium image within the target consumer population and discourage Seeking Health’s resellers from investing in Seeking Health’s product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the Seeking Health brand, Seeking Health has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all authorized resellers of Seeking Health Products in the United States of America.

The Policy applies to advertisements of the Seeking Health products listed on the Seeking Health MAP Schedule (“Covered Products”). The Seeking Health MAP Schedule will be made available to all resellers and may be amended by Seeking Health in its sole discretion at any time.

Seeking Health is solely responsible for establishing the minimum advertised price (“MAP”) for each Covered Product and communicating the MAP to all resellers. While resellers remain free to advertise and sell all Seeking Health Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Covered Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- i. With the exception of the Permissible Promotions (as hereinafter defined), offering coupons, discounts, reseller rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Covered Products.
- ii. Bundling Covered Products with other products or services (whether made by or provided by Seeking Health or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- iii. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage.
- iv. Permitting any third party to alter the advertised price for any Covered Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise 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.

For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product

ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. 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.

From time to time, Seeking Health 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 (“Permissible Promotions”).

Permissible Promotions include:

- i. 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; and
- ii. The accrual and application of “points” or other things of value (“Loyalty Points”) in connection with the purchase of a Covered Product, provided that (1) Loyalty Points may be accrued and applied to all or almost all of the products offered by a reseller; and (2) the rate of accruing Loyalty Points for Covered Products is no more than the rate applicable to all or almost all other brands of products offered by the reseller.

Seeking Health may alter or revoke the Permissible Promotions, or modify the Covered Products that may be advertised pursuant to the Permissible Promotions, at any time in its sole and absolute discretion. Seeking Health will make all resellers aware of any such modifications.

This Policy does not constitute an agreement between Seeking Health and any other entity. Seeking Health neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for Seeking Health Products.

NON-COMPLIANCE

Seeking Health will take the following actions against any reseller that fails to comply with this Policy with respect to the advertisement of any Covered Product:

- i. For a reseller’s first violation of the Policy, Seeking Health will notify the reseller in writing of such failure to abide by the Policy and issue a written warning to the reseller.

- ii. For a reseller's second violation of the Policy, Seeking Health will notify the reseller in writing of such failure and will immediately place the reseller's account on shipping hold for thirty (30) days. Seeking Health 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.
- iii. For a reseller's third violation of the Policy, Seeking Health will terminate its business relationship with the reseller. Seeking Health will revoke its acceptance of any pending orders and cancel any pending shipments to the reseller.

Although Seeking Health is not directing any reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the reseller.

The Policy will be enforced by Seeking Health in its sole discretion and without notice. Resellers have no right to enforce the Policy.

POLICY ADMINISTRATION

Seeking Health may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Seeking Health shall make any such modifications available to all authorized resellers.

No Seeking Health employee or agent, including a reseller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to Seeking Health's MAP Policy Administrator at MAP@seekinghealth.com. Seeking Health will accept no other form of communication from resellers regarding the Policy.

This Policy is effective October 1, 2020 and supersedes all prior Seeking Health policies and/or representations regarding minimum advertised prices or resale prices for Seeking Health Products applicable to any reseller. To the extent that any provision, term, or agreement governing the relationship between Seeking Health and any reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.

Seeking Health Minimum Advertised Price Schedule

Seeking Health's MSRP, product descriptions, and MAP pricing are those displayed on its website at <https://www.seekinghealth.com/>.

The display on the website includes the MAP pricing for:

1. multi-packs
2. "Subscribe and Save," "Auto-ship and Save," "Repeat Delivery," or other subscription or auto-replenishment loyalty discount programs
3. temporary MAP price reductions.