

VITAL PROTEINS RESELLER AGREEMENT

VERSION 6.5





Vital Proteins LLC
3400 Wolf Rd, Ste 200
Franklin Park, IL 60131

VITAL PROTEINS LLC RESELLER AGREEMENT

This Reseller Agreement is made as of the effective Date set forth below, between Vital Proteins, LLC, 545 Busse Road, Elk Grove Village, Illinois 60007 ("Vital Proteins") and ("Reseller"), _____.

This agreement is entered into on _____.

WHEREAS Vital Proteins, LLC is engaged in the business of providing collagen related supplements.

THEREFORE, the parties agree as follows:

1. This Agreement is intended to supersede any previous reseller agreements between Reseller and Vital Proteins.
2. Business. Reseller agrees to provide its business license, FEIN, Reseller Certificate and applicable documentation to Vital Proteins.
3. Price. The reseller is bound by Vital Proteins Minimum Advertised Price (MAP) Policy/Agreement provided with this document and may advertise Vital Proteins Products at or above the MAP as stated in the policy. Secondary Sellers. Reseller shall ensure any of their secondary resellers adhere to the MAP policy.
4. Price to Reseller. Vital Proteins will give a minimum of 60-day notice to price changes.
5. Orders. Reseller shall place orders for product identified in Exhibit 1 with Vital Proteins, via email, fax, telephone, or through Vital Proteins' wholesale website.
6. Payment. Vital Proteins will accept payment via credit card, ACH, or check.
7. Packaging. The Reseller has the right to sell each individual product with a Vital Proteins UPC
8. Lot Numbers. Vital Proteins will track lot numbers for current Good Manufacturing Practice (cGMP) purposes to the Reseller and is not responsible for lot number tracking to the Reseller's customers.
9. Storage. The Reseller will store the product in a dry, odor free, well-ventilated environment. Vital Proteins cannot be responsible for products that are stored in an insufficient manner.
10. Returns. Customers of Reseller should return product directly to Reseller and Vital Proteins will credit the Reseller's account once the return has been processed according to the Terms of Sale.
11. Product Damages. All freight damage must be noted on the delivery receipt at the time of delivery and acknowledged by the deliverer. All ground package delivery (USPS, UPS, FedEx, etc.) damage to the Reseller must be reported within 5 business days of delivery.



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12. **Restricted Online Marketplaces.** To help insure the high quality of Vital Proteins, and to protect its brand, products and resellers, Vital Proteins restricts the sale of its products on third party retailers, such as, but not limited to: Amazon, WalMart, Sears, Alibaba, Jet.com, Groupon, Ebay or sites that the reseller/wholesale customer does not own the domain site ("Restricted Online Marketplaces"). Reseller is prohibited from selling Vital Proteins products globally on Restricted Online Marketplaces. In addition, Reseller is prohibited from selling Vital Proteins products to other Resellers that sell on Restricted Online Marketplaces. If Reseller breaches its obligation by selling Vital Proteins products on Restricted Online Marketplaces, Reseller shall pay Vital Proteins the difference between MSRP and Wholesale Price on each canister purchased from Vital Proteins as liquidated damages. The parties agree that quantifying losses arising from reseller's selling on restricted sites is inherently difficult insofar as selling on restricted online websites may impact Vital Proteins' reputation, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience and given the nature of the losses that may result from such a breach of agreement. This provision shall also apply in the event that Reseller sells Vital Proteins products to another Reseller who then sells on Restricted Online Marketplaces.

Please Initial: _____

13. **Online Representation.** The reseller cannot represent itself as Vital Proteins at any reseller websites. The Reseller must disclose its reseller name or alias used on the website to Vital Proteins.
14. **Timeframe.** This agreement will be in force perpetually from that date on which it is signed. This agreement will be re-evaluated from time to time by Vital Proteins to insure regulations and requirements are met. Any changes will be made in writing.
15. **Enforcement.** Vital Proteins may, at its own discretion, stop supplying products to any reseller found to be in violation of the Reseller or MAP Agreement.



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VITAL PROTEINS LLC MINIMUM ADVERTISED PRICING POLICY

Vital Proteins LLC (Vital Proteins) objective is to provide all authorized Resellers of Vital Proteins Products with the service, knowledge, and support necessary to maintain a high level of customer satisfaction in the products we have developed. Certain types of advertising can affect our goodwill and is damaging to the standards and reputation that Vital Proteins products have achieved. Therefore, Vital Proteins has a Minimum Advertised Price Policy.

Applicability

This Policy applies to all categories of resellers and distributors.

Responsibility

Each Reseller is responsible for ensuring its selling as well as those resellers that they sell to comply with this policy.

Details

1. **Minimum Advertised Price.** A Reseller may not advertise the price of Vital Proteins products at discount.
2. **Products.** A list of covered products and their policy prices will be communicated to the reseller on a periodic basis. Initial MAP and MSRP are attached to the Vital Proteins Reseller Agreement.
3. The MAP policy applies to all advertisements of Vital Proteins products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or similar electronic media, television, radio, and public signage. Additionally, internet advertising such as AdWords®, banners, pop-up, pop-under ads, email marketing, or any web site accessible to the public including traditional retailers, club membership sites, ecommerce, vendors, portals, shopping sites, auction sites, etc. advertisements are all subject to this MAP policy. The MAP policy is not applicable to any in-store advertising that is displayed only in the store (brick and mortar) and not distributed to any customer(s).
4. The “Bundling” or advertising of Vital Proteins products for sale together with other products will violate this MAP Policy when the effective or stated price of the bundle represents a discount of greater than 15% of the MAP.
5. Website features such as “click for price”, “add to cart for price”, automated “bounceback” pricing emails, pre-formatted e-mail responses, forms, and automatic price display for any items and other similar features constitute “advertising” under this MAP Policy.
6. Publicly accessible websites may not discount individual Vital Proteins products for less than the MAP;
7. Websites may offer discounts once per quarter with prior written permission from Vital Proteins for each occurrence for no more than 7 days each quarter providing the discount is offered across an entire category of Resellers website; A category must include other products which are not Vital Proteins products, and Vital Proteins products may not comprise more than 10% of a Reseller’s category items.



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8. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is not considered a proper display of the MAP or higher price and is prohibited.
9. The MAP policy applies only to the reseller's advertised prices.
10. MAP does not establish maximum advertised prices. All resellers may offer Vital Proteins products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
11. The Reseller shall ensure any of their secondary Resellers adhere to the MAP policy. Since this policy is subject to change, Reseller is responsible to contact Vital Proteins for the most current information related to the MAP pricing and agrees to review the policy regularly to ensure its continued compliance.
12. Since this policy is subject to change, Reseller is responsible to contact Vital Proteins for the most current information related to the MAP pricing and agrees to review the policy regularly to ensure its continued compliance.

Enforcement

Vital Proteins, LLC will monitor compliance with this policy. Vital Proteins, may, at its own discretion, stop supplying products to any reseller or distributor found to be in violation of the MAP policy.

The terms of this MAP policy are confidential and should not be disclosed to other parties. Questions about whether a planned advertisement complies with this policy should be emailed to wholesale@vitalproteins.com for guidance. This MAP policy has been established by Vital Proteins to help ensure the reputation and quality of Vital Proteins as a producer of high quality collagen products, and to protect the reputation of its brand and products. The MAP policy is also designed to ensure resellers have the incentive to invest resources into services for Vital Proteins customers. By signing below, the Reseller acknowledges that it has read, understands, and agrees, to be bound by all terms and condition of this Reseller Agreement and Minimum Advertised Price Policy, (collectively the "Agreement").

Agreed to by:

Signer Name : _____

Title : _____

Date : _____

Email : _____

Retail Price & Minimum Advertised Price (MAP)

Effective May 9th, 2018

The manufacturer's suggested retail price ("MSRP") is the suggested retail price for Vital Proteins products. The minimum advertised price ("MAP") you may advertise our products for is our MSRP price.

PRODUCT	SKU	Wholesale	MSRP/MAP
Collagen Peptides, 10oz	CP10W	\$14.95	\$25.00
Collagen Peptides, 20oz	CP20W	\$25.75	\$43.00
Collagen Peptide Stick Pack Box, 20 Count	CP20SPBW	\$20.35	\$34.00
Collagen Peptide Capsules, 360 Count	CP360W	\$22.75	\$38.00
Collagen Peptides 128 oz Bulk Bag	CP128W	\$160.00	-
Beef Gelatin, 16oz	BG16W	\$16.75	\$28.00
Beef Gelatin, 32oz	BG32W	\$27.55	\$46.00
Beef Gelatin Stick Pack Box, 20 Count	BG20SPBW	\$16.75	\$28.00
Marine Collagen, 7.8oz	MC07U	\$21.60	\$36.00
Marine Collagen Stick Pack Box, 20 Count	MC20SPBW	\$28.80	\$48.00
Marine Collagen Capsules, 360 Count	MC360W	\$29.35	\$48.00
Collagen Peptides, 10.8oz (Vanilla & Coconut Water)	VC10W	\$28.75	\$48.00
Collagen Peptides, 10.4oz (Mixed Berry)	CPMB10W	\$23.40	\$39.00
Collagen Peptides, 10.8oz (Dark Chocolate Blackberry)	CPDCB10W	\$23.40	\$39.00
Organic Chicken Bone Broth, 10oz	BBCU10W	\$35.40	\$59.00
Organic Chicken Bone Broth Stick Pack Box, 20 Count	BBCU20SPBW	\$35.40	\$59.00
Organic Beef Bone Broth, 10oz	BBBU10W	\$39.00	\$65.00
Organic Beef Bone Broth Stick Pack Box, 20 Count	BBBU20SPBW	\$39.00	\$65.00
Collagen Beauty Greens, 10.6oz	CBG10W	\$29.35	\$49.00
Collagen Peptides Matcha, 12oz	CPM10U	\$29.35	\$49.00
Collagen Peptides Matcha Stick Pack Box, 14 Count	CPM14SPBW	\$29.35	\$49.00
Collagen Peptides Matcha (Peach), 15.4oz	CPMP10W	\$29.35	\$49.00



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PRODUCT	SKU	Wholesale	MSRP/MAP
Collagen Peptides Matcha (Peach) Stick Pack Box, 14 Count	CPMP14SPBW	\$29.35	\$49.00
Collagen Creamer Coconut, 10.3oz	CCC10U	\$17.40	\$29.00
Collagen Creamer Coconut Stick Pack Box, 14 Count	CCC14SPBU	\$14.95	\$25.00
Collagen Creamer Vanilla, 10.6oz	CCV10U	\$17.40	\$29.00
Collagen Creamer Vanilla Stick Pack Box, 14 Count	CCV14SPBU	\$14.95	\$25.00
Collagen Creamer Mocha, 11.2oz	CCM10U	\$17.40	\$29.00
Collagen Creamer Mocha Stick Pack Box, 14 Count	CCM14SPBU	\$14.95	\$25.00
Melon Mint Beauty Collagen, 10.8oz	BWBMM10W	\$19.20	\$32.00
Melon Mint Beauty Collagen Stick Pack Box, 14 Count	BWBMM14SPBW	\$20.40	\$34.00
Cucumber Aloe Beauty Collagen, 10.8oz	BWBCA10W	\$19.20	\$32.00
Cucumber Aloe Beauty Collagen Stick Pack Box, 14 Count	BWBCA14SPBW	\$20.40	\$34.00
Lavender Lemon Beauty Collagen, 10.8oz	BWBLL10W	\$19.20	\$32.00
Lavender Lemon Beauty Collagen Stick Pack Box, 14 Count	BCLL14SPBU	\$20.40	\$34.00
Strawberry Lemon Beauty Collagen, 11.5oz	BCSL10U	\$19.20	\$32.00
Strawberry Lemon Beauty Collagen Stick Pack Box, 14 Count	BCSL14SPBU	\$20.40	\$34.00
Tropical Hibiscus Beauty Collagen, 11.5oz	BCTH10U	\$19.20	\$32.00
Tropical Hibiscus Beauty Collagen Stick Pack Box, 14 Count	BCTH14SPBU	\$20.40	\$34.00
Collagen Pro Sports Greens, 22.3oz	PSG20W	\$35.40	\$59.00
Collagen Whey, 19.6oz (Vanilla & Coconut Water)	CWVC20W	\$37.00	\$59.00
Collagen Whey, 20.4oz (Cocoa & Coconut Water)	CWCC20W	\$29.35	\$49.00
Collagen Whey, 21.3oz (Banana, Cinnamon, & Vanilla)	CWBCV20W	\$37.00	\$59.00
Organic Whey, 18oz	OW18W	\$29.35	\$49.00
Spirulina Capsules, 120 Count	SPR120W	\$16.75	\$29.00
Beauty Boost Capsules, 90 Count	BB90W	\$29.35	\$49.00
Beef Liver Capsules, 120 Count	BL120W	\$22.75	\$38.00
Cartilage Collagen Capsules, 360 Count	CC360W	\$68.80	\$115.00
Collagen Veggie Blend, 9.75oz	CVB10U	\$23.40	\$39.00

All prices are subject to change per this Reseller Agreement. MAP and MSRP are subject to change per the MAP Agreement/Policy.

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