

## RHG & COMPANY, INC. AUTHORIZED RESELLER POLICY

This RHG & Company, Inc. Authorized Reseller Policy (the “Policy”) applies to all Authorized Resellers (“Resellers”) of RHG & Company, Inc. (dba) Vital Nutrients (“VN”) products (the “Products”) in the United States. The Policy is effective immediately. By purchasing Products from an Authorized VN Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms and conditions.

**1. Manner of Sale.** Reseller is authorized to offer Products purchased from an Authorized VN Distributor for retail sale in accordance with the terms herein. Sales in violation of these Terms are strictly prohibited and may result in VN’s immediate revocation of Reseller’s status as an Authorized Reseller, in addition to other remedies. Products sold to unauthorized persons or through unauthorized channels, including unauthorized Internet sites, shall not be eligible for certain VN promotions, services, and/or benefits, including, unless prohibited by law, coverage under any VN Product guarantees.

**1.1** Reseller shall sell Products solely to end users of the Products. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.

**1.2** Reseller shall not sell, ship, invoice, or promote the Products outside the United States without obtaining VN’s prior written consent.

**1.3** Reseller shall not sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of VN. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other Resellers, or any other person or entity Reseller knows or has reason to know intends to re-sell the Products.

**1.4 Reseller shall not market or offer for sale the Products on any website or fulfill Reseller’s sales of Products through any website without the prior written consent of VN, which is granted solely through execution by VN of the Authorized Online Reseller Agreement.** Execution by VN of the Authorized Online Reseller Agreement constitutes the only means of providing consent to Reseller to sell VN Products online. No VN employee or agent may authorize online sales through oral statements, other written agreement, or by any other means. Selling on or through third-party marketplace sites (e.g., eBay, Amazon, Walmart Marketplace, Sears Marketplace), drop-ship accounts (e.g., Rakuten.com, Newegg.com, Overstock.com, Jet.com), classified sites (e.g., Craigslist.com, Facebook Marketplace), or via social media or Internet forums is strictly prohibited without the prior written consent of VN.

**2. Product Inspection.** Reseller shall inspect Products upon receipt and during storage for damage, defect, evidence of tampering, or other non-conformance. Reseller must also confirm that product seals have not been broken. If any defect is identified, Reseller must not offer the Product for sale and must report the defect to VN at support@vitalnutrients.net. Furthermore, Reseller shall inspect inventory regularly for expired or soon-to-be expired Products and shall remove those Products from inventory. Reseller shall not sell expired Products.

**3. Product Storage and Handling.** Reseller shall store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by VN.

**4. Alterations Prohibited.** Reseller shall sell Products in their original packaging, with all seals intact. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and

other alterations to the Products or their packaging is prohibited. Reseller is prohibited from tampering with, defacing, or otherwise altering serial numbers, UPC codes, lot or batch codes, or other identifying information on Products or packaging. Removing, translating, or modifying the contents of any label or literature on or accompanying the Products is also prohibited.

**5. Recall and Consumer Safety.** To ensure the safety and well-being of the end-users of the Products, Reseller shall communicate all safety information to consumers and to cooperate with VN with respect to any Product recall.

**6. Customer Service.** Reseller must be able to accurately describe, demonstrate, and sell each Product kept in inventory and to advise end-user customers on how to use the Products safely and properly. 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. Reseller must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of VN.

**7. Consumer Confusion.** Reseller is prohibited from advertising, marketing, displaying, or demonstrating non-VN products together with VN Products in a manner that would create the impression that the non-VN products are made by, endorsed by, or associated with VN.

**8. Compliance with Applicable Laws.** Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products.

**9. Use of Vital Nutrients Intellectual Property.** VN owns all proprietary rights in and to the VN brand, name, logo, trademarks, service marks, trade dress, patents, copyrights, and other intellectual property (the "VN Trademarks"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the VN Trademarks solely for purposes of marketing and selling the Products as set forth herein, and this license shall cease immediately upon termination of Reseller's status as an Authorized Reseller. VN may review, approve, and/or reject, in its sole discretion, a Reseller's use of the VN Trademarks at any time. All goodwill arising from Reseller's use of the VN IP shall inure solely to the benefit of VN.

**10. Termination.** If a Reseller violates any of these Terms, VN reserves the right to terminate Reseller's status as an Authorized Reseller in addition to all other available remedies. Upon termination of Reseller's status, Reseller shall immediately cease selling the Products, representing itself as an Authorized Reseller of VN Products, and all use of anything that may give the impression that Reseller is an Authorized Reseller of VN Products or has any affiliation whatsoever with VN.

**11. Availability of Injunctive Relief.** If there is a breach or threatened breach of paragraphs 1 through 10 of this Policy, it is agreed and understood that VN shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by VN to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller's obligations herein shall constitute a waiver of any provision or otherwise limit VN's right to fully enforce any or all provisions and parts thereof.

**12. WARRANTY DISCLAIMER.** VN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF

TRADE OR OTHERWISE. VN SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

**13. Modification.** VN reserves the right to update, amend, or modify this Policy at any time.

**14. Miscellaneous.** This Policy and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Policy, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Connecticut. If any provision of the Policy is held contrary to law, the remaining provisions shall remain valid.

**15.** VN has a Unilateral Minimum Resale Price Policy (“UMRP Policy”) that applies to all resellers of VN Products located within the United States. This paragraph is intended to inform you of the UMRP Policy. It does not constitute consideration for any agreement between you and VN, and does not separately constitute an agreement between you and VN regarding the price you will charge your customers for the Products. VN does not seek, nor will it accept, from Reseller any assurance of compliance with the UMRP Policy.

## **Unilateral Minimum Resale Price Policy**

RHG & Company, Inc. *dba* Vital Nutrients (“VN”) provides high quality products and support to licensed healthcare professionals. In order to uphold our commitment to qualified healthcare professionals, VN has adopted a Unilateral Minimum Resale Price Policy (the “Policy”), that applies to all customers (“Resellers”), new and existing, in the United States who purchase direct from VN and/or through distributors.

VN has determined that selling its Products at a price below the Unilateral Minimum Resale Price (“UMRP”) undermines VN’s reputation, brand, and image within the target population and discourages Resellers from investing in the growth of VN’s product lines and providing the best possible service and support to consumers.

The UMRP will be established solely by VN and communicated to Resellers of Vital Nutrients products through VN’s current retail price sheet. If VN changes the UMRP on any Product, it will provide notice to all Resellers.

**This Policy does not constitute an agreement between any Reseller or other party and VN. Each Reseller must independently choose whether to comply with the terms of this Policy. VN neither solicits, nor will it accept, any assurance of compliance with this Policy from any Reseller or other party. This Policy is not negotiable and will not be altered for any individual Reseller.**

It is a violation of this Policy for a reseller to sell any VN Product(s) at a price lower than the UMRP. Although VN 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.

This Policy also applies to any advertised price of any Vital Nutrients product in any and all media, including, but not limited to the internet, catalogs, any direct mail, coupons, emails, inserts.

This Policy prohibits the inclusion of VN in any sort of discount, volume discount, promotion, sale, special offer, or rewards program that causes the unit price to be advertised and/or sold at less than the UMRP. Any sale in which a VN product checks out at below the UMRP is a direct violation of the Policy. Direct or indirect attempts to circumvent this Policy will be considered a violation of this Policy.

VN reserves the right to terminate its business relationship with any Reseller that VN, in its sole discretion, believes:

- i. Has violated the provisions of this Policy; or
- ii. Has engaged in any activity that VN determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

No VN employee or agent is authorized to modify, interpret, or grant exceptions to this Policy with any Reseller. No person has the authorization to modify this Policy or to solicit or obtain agreement of any person to this Policy, and any such modification or agreement is invalid. Any questions about this Policy should be submitted in writing and directed to VN's Unilateral Price Policy Liaison at [support@vitalnutrients.net](mailto:support@vitalnutrients.net).

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

This Policy may be updated, revised, suspended, terminated, reinstated, or modified at any time by VN in its sole discretion. VN shall make any such modifications available to all Resellers.

This Policy is effective as of April 19, 2016 and supersedes the prior Vital Nutrients Internet Policy.