

NUTRACEUTICAL CORPORATION
AUTHORIZED PRACTITIONER SUPPLEMENTAL TERMS AND CONDITIONS OF SALE

Nutraceutical Corporation (“Nutraceutical”) has implemented these Nutraceutical Corporation Authorized Practitioner Supplemental Terms and Conditions of Sale (“Terms”), which apply to Practitioners authorized to sell Nutraceutical products under the AllVia, NutraBiogenesis, CompliMed, and Oakmont Labs brand names (“Products”) in the United States of America. By purchasing Products from Nutraceutical for retail sale, you (hereinafter “Practitioner,” “you,” or “you”) agree to adhere to the following terms. These supplement the Nutraceutical Terms and Conditions of Sale found at www.nutraceutical.com/terms. Please read these terms carefully. Until such status is otherwise revoked by Nutraceutical in Nutraceutical’s sole and absolute discretion, Practitioner shall be considered an “Authorized Practitioner” hereunder. These Terms are effective as of October 15, 2018.

1. **Purchase Orders and Products.** Orders for Products (“Purchase Orders”) made by Practitioner shall be handled pursuant to Nutraceutical’s then-current product order, shipment, and return procedures, which may be amended by Nutraceutical at any time in its sole and absolute discretion. Nutraceutical reserves the right to reject any Purchase Order, in whole or in part, for any reason. Nutraceutical reserves the right, at any time in its sole and absolute discretion and without any obligation, liability or advance notice to Practitioner, to discontinue the sale of or limit the production of any Product, to terminate or limit deliveries of any Product, to alter the design or composition of any Product, and to add new and additional products to or delete existing Products from its product lines.

2. **Manner of Sale.** Practitioner shall sell the Products only as set forth herein. Otherwise, the Products may not be eligible for certain services and benefits, including, wherever permitted by law, coverage under Nutraceutical’s Product warranties or guarantees.

(a) **Authorized Customers.** Practitioner shall sell Products solely to End Users of the Products. An “End User” is any purchaser of the Product(s) who is the ultimate consumer of the Product and who does not intend to resell the Product to a third party. Practitioner shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use. **Practitioner shall not sell or transfer any of the Products to any person or entity for resale without the prior written consent of Nutraceutical. This includes sales to retailers, online retailers (e.g., Amazon.com, Groupon.com, Jet.com, etc.), B2B accounts, wholesalers, freight forwarders/drop shippers for other Practitioners, or any other person or entity Practitioner knows or has reason to know intends to resell the Products.**

(b) **Geographic Location of Sales.** Practitioner shall not sell, ship or invoice Products to customers outside of the United States of America without the prior written consent of Nutraceutical.

(c) **Online Sales.**

(i) Practitioner is permitted to market for sale or sell the Products on the Internet through Permissible Websites. A “Permissible Website” is a website that (i) is operated by Practitioner in Practitioner’s legal name; (ii) conspicuously states Practitioner’s full legal name, mailing address, telephone number, and email address; (iii) does not give the appearance that it is operated by Nutraceutical or any third party; and (iv) does not include in its domain name (including any top-level domain or subdomain) any Nutraceutical trademark or product name nor a misspelling of any Nutraceutical trademark or product name. Nutraceutical reserves the right to terminate, at any time and in its sole discretion, its approval for Practitioner to market and sell Products on the Permissible Websites, and Practitioner must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination. Practitioner shall not market or offer for sale the Products on or through any publicly accessible website other than a Permissible Website, including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears

Marketplace, without the prior written consent of Nutraceutical. Execution by Nutraceutical of the Nutraceutical Corporation Authorized Online Seller Agreement constitutes the only means of providing consent to sell the Products online on other publicly accessible websites. No Nutraceutical employee or agent can authorize such online sales through oral statements, other written agreement, or by any other means. These Terms supersede any prior agreement between Nutraceutical and Practitioner regarding the sale of the Products online. Any authorization previously granted to Practitioner by Nutraceutical to sell the Products online is hereby revoked.

(ii) With respect to sales of Products through the Permissible Websites, Practitioner shall be responsible for all fulfillment to its customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products. Practitioner agrees not to use any third-party fulfillment service to store inventory or fulfill orders for the Products unless separately authorized by Nutraceutical in writing. Further, Practitioner agrees not to represent or advertise any product as "new" that has been returned or repackaged.

(iii) By selling Products through a Permissible Website, Practitioner represents and warrants that the Permissible Websites are and will remain in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including, but not limited to, the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 (at the AA level, or, in the absence of a AA level standard, at the A level) and the Payment Card Industry Data Security Standard ("PCI DSS"). Practitioner further represents and warrants that it maintains detailed privacy policies and is, and will remain, in compliance with its privacy policies and the requirements of any contract to which Practitioner is a party. Further, Practitioner represents and warrants that it has implemented and maintains written information security guidelines, which will include physical, administrative and technological controls designed to prevent the unauthorized access to, disclosure, destruction, or loss of personally identifying information.

(iv) In marketing the Products on the Permissible Websites, Practitioner shall only use images of Products either supplied by or authorized by Nutraceutical and shall keep all Product descriptions up to date. Practitioner's use of the Nutraceutical IP (as hereinafter defined) on the Permissible Websites shall be in conformance with any guidelines that may be provided by Nutraceutical and must be commercially reasonable as to the size, placement, and other manners of use.

(d) ***Sales Practices and Inventory.*** Practitioner shall support Nutraceutical's sales programs and use best efforts to advertise, promote, market and sell the Products to its authorized customers and, as applicable, meet or exceed minimum sales commitments. Practitioner shall conduct its business in a reasonable and ethical manner at all times, whether engaged in the sale of Nutraceutical Products or other products, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time, nor make any warranties or representations concerning the Products except as expressed or authorized by Nutraceutical. Practitioner shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products. Further, Practitioner shall carry an inventory of the Products adequate to meet the needs of, and to furnish prompt and efficient delivery of Products to, its customers.

(e) ***Product Packaging and Display.*** Practitioner 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. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Practitioner shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Practitioner shall not advertise, market, display, or demonstrate non-Nutraceutical products together with the Products in a manner that would create the

impression that the non-Nutraceutical products are made by, endorsed by, or associated with Nutraceutical.

(f) **Customer Service.** Practitioner and Practitioner's sales personnel shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise End Users on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Practitioner shall 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. Practitioner and Practitioner's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Nutraceutical. Practitioner agrees to cooperate fully with Nutraceutical in any investigation or evaluation of such matters.

3. **Product Care and Quality Controls.** Practitioner shall care for the Products as set forth herein.

(a) **Product Storage and Handling.** Practitioner shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and adhere to any additional storage and handling guidelines specified by Nutraceutical from time to time.

(b) **Product Inspection.** Promptly upon receipt of the Products, Practitioner shall inspect the Products for damage, defect, broken seals, or other nonconformance (collectively, "Defects"). If any Defect is identified, Practitioner must not offer the Product for sale, and must promptly report the Defect to Nutraceutical at onlinequality@nutra-brands.com. Practitioner shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Practitioner shall not sell any Products that are expired.

(c) **Recalls and Consumer Safety.** To ensure the safety and well-being of the End Users of the Products, Practitioner shall cooperate with Nutraceutical with respect to any Product recall or other consumer safety information dissemination effort. Should Practitioner learn of any incident that could reflect or indicate a safety concern associated with any Product, Practitioner shall promptly report the incident or other information learned to Nutraceutical at onlinequality@nutra-brands.com.

4. **Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY SECTION OF THE DOCUMENTS ACCOMPANYING THE PRODUCTS OR IN PRODUCT LITERATURE FURNISHED BY NUTRACEUTICAL CONTAINING PRODUCT WARRANTIES, AS IN EFFECT FROM TIME TO TIME (THE "STATEMENT OF WARRANTY"), NUTRACEUTICAL MAKES NO REPRESENTATION OR WARRANTY TO PRACTITIONER OF ANY NATURE OR KIND REGARDING THE PRODUCTS. NUTRACEUTICAL DISCLAIMS ALL OTHER WARRANTIES TO PRACTITIONER, 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. NUTRACEUTICAL'S SOLE OBLIGATION AND LIABILITY TO PRACTITIONER IN RESPECT OF ITS WARRANTY AS SET FORTH IN THE STATEMENT OF WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT PRODUCT AT ITS COST.

5. **Intellectual Property.** Practitioner acknowledges and agrees that Nutraceutical owns or is the exclusive licensee of all proprietary rights in and to the Nutraceutical brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Nutraceutical IP"). Practitioner is granted a limited, non-exclusive, non-transferable, revocable license to use the Nutraceutical IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease immediately upon termination of Practitioner's status as an Authorized

Practitioner. Nutraceutical reserves the right to review and approve, in its sole discretion, Practitioner's use or intended use of the Nutraceutical IP at any time, without limitation. All goodwill arising from Practitioner's use of the Nutraceutical IP shall inure solely to the benefit of Nutraceutical or to the owner of the respective Nutraceutical IP at issue.

6. **Termination.** In addition to all other available remedies, if Practitioner breaches any of the Terms, Nutraceutical reserves the right to terminate the Terms immediately in addition to all other available remedies. Upon termination, Practitioner will immediately lose its status as an Authorized Practitioner and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Practitioner is an Authorized Practitioner of Nutraceutical Products or has any affiliation whatsoever with Nutraceutical; and (iii) using all Nutraceutical IP.

7. **Indemnification.** Except as otherwise provided herein, Practitioner shall, and hereby does, indemnify, defend, save and hold harmless Nutraceutical, and its directors, officers, employees, shareholders, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Terms by Practitioner, or (b) the negligence or willful misconduct of Practitioner or its officers, employees, agents or contractors.

8. **Limitation of Liability.** NUTRACEUTICAL SHALL NOT BE LIABLE TO PRACTITIONER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS. NUTRACEUTICAL'S AGGREGATE LIABILITY FOR ANY DAMAGE OR THAT OF ANY THIRD PARTY CAUSED BY ITS PRODUCTS OR OTHERWISE BY IT ACTS OR OMISSIONS, SHALL NOT EXCEED, IN RESPECT OF ANY CLAIM ARISING OUT OF A SINGLE EVENT OR A SERIES OF CONNECTED EVENTS, THE AGGREGATE AMOUNT PAYABLE BY PRACTITIONER TO NUTRACEUTICAL DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE CAUSATION OF ANY DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY HOWEVER THE LOSS OR DAMAGE IS CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, BREACH OF CONTRACT, DELAY OF PERFORMANCE, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach of Sections 2 (Manner of Sale), 3 (Product Care and Quality Controls), 5 (Intellectual Property), or 6 (Termination) of the Terms, it is agreed and understood that Nutraceutical will have no adequate remedy in money or other damages at law. Accordingly, Nutraceutical shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms 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 the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Nutraceutical to exercise any right(s) herein or to insist upon full compliance by Practitioner with Practitioner's obligations herein shall constitute a waiver of any provision herein or otherwise limit Nutraceutical's right to fully enforce any or all provisions and parts thereof.

10. **Audit.** Nutraceutical reserves the right to audit and/or monitor Practitioner's activities for compliance with the Terms, including, but not limited to, inspection of Practitioner's facilities and records concerning the Products.

11. **Miscellaneous.**

(a) **Modifications.** Nutraceutical reserves the right to update, amend, or modify the Terms upon written or electronic notice to Practitioner. Unless otherwise provided, such amendments will take effect immediately and Practitioner's continued use, advertising, offering for sale, or sale of the Products, use of the Nutraceutical IP, or use of any other information or materials provided by Nutraceutical to Practitioner under the Terms following notice of the amendments will be deemed Practitioner's acceptance of the amendments.

(b) **Waiver.** No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing.

(c) **Practitioner Contact Information.** Practitioner agrees to maintain accurate and up-to-date company information and to promptly notify Nutraceutical of any change to its telephone number, mailing address, or email address.

(d) **Force Majeure.** Nutraceutical shall not be deemed to be in breach hereof or liable to Practitioner in any manner on account of any delay in delivery or other performance caused in whole or in part by, or otherwise materially related to, the occurrence of any contingency beyond Nutraceutical's control, including without limitation, fire, flood, terrorist threats or acts, riot or other civil unrest, war, invasion, hostilities, strikes or other labor disputes, embargoes or transportation delays, shortage of labor, inability to secure fuel, energy, materials, supplies or power at reasonable prices from regular sources or on account of shortages thereof, delays or failures of any of Nutraceutical's suppliers to deliver, acts of God or of a public enemy, the effect of any existing or future laws, acts or regulation of any applicable federal, state or local government, or any other commercial impracticability.

(e) **Severability.** If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

(f) **Survival.** The following provisions shall survive the termination of the Terms: Section 5 (Intellectual Property); Section 7 (Indemnification); Section 11(f) (Survival); Section 11(g) (Governing Law and Venue); and Section 11(h) (Waiver of Jury Trial).

(g) **Governing Law and Venue.** The validity, construction and performance of the Terms and the transactions to which they relate will be governed by the laws of the State of Utah without regard to conflict of law principles. All actions, claims of legal proceedings in any way pertaining to the Terms or such transactions will be commenced and maintained in the courts of Utah or in a federal court of the United States physically situated in Utah.

(h) **Waiver of Jury Trial.** **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE**

**AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED
HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**