

Internet Reseller Policy

I. Introduction and Rationale

The Human Power of N Company. Internet Resellers Policy governs the internet resale of products from HumanN[®] as listed on Exhibit A. This policy is provided to all new and existing resellers of HumanN products, programs and apparel as a privilege and benefit of being a valued customer of HumanN. HumanN believes the guidance of a qualified and approved reseller is essential in order to maintain high quality standards, maximize the effectiveness of our products and to encourage the commitment and investment of our partners in the brand. HumanN reserves the right to deny any application. This policy is the unilateral will of HumanN and this policy can be amended at any time. Such amendments will be communicated via mail and/or email to all involved parties.

II. Policies and Restrictions

a. Copyright and Trademark: The philosophy and integrity of the HumanN brand must be consistently protected at all times. Content displayed on the HumanN website, in brochures, advertisements, product packaging, product information sheets and other marketing materials are copyrighted and trademarked. All content appearing on or associated with all privately labeled products may also be subject to copyright ownership by HumanN

b. Brand Representation: The unauthorized use of copyrights, trademarks, logos, manufacturing images, product images, copy or other HumanN information on the internet without expressed consent is prohibited. All photos, images, and product and/or company description content pertaining to or describing HumanN must be current and obtained from HumanN directly. This information cannot be pulled from HumanN website or other internet sources, unless specifically directed in writing by HumanN. This information may be updated and amended at any time. Such amendments will be communicated via mail and/or email to all involved parties.

c. Other Internet Policies:

1. Resellers are not authorized to resell HumanN products on Amazon, eBay, Walmart or other third-party e-commerce sites. Resellers are not allowed to create listing or detail pages on Amazon, eBay, Walmart and other third-party e-commerce sites that infringe HumanN intellectual property rights. The only website you are authorized to merchandise and sell HumanN products without preauthorization is on your own, single website.
2. The reseller is not allowed to pursue Google, Bing, Yahoo, Facebook, Twitter, or any other paid for search advertising terms of any kind.
3. The reseller will be immediately terminated as an authorized reseller of HumanN products if any violations of the Internet Policy occurs.

d. Information Disclosure: All individuals or companies intending to resell HumanN products through the internet agree to disclose all ownership or association of any kind with other affiliated websites of any type. HumanN must be notified of any website or online storefront URL changes, launches, and/or storefront name changes prior to implementation. Resellers must disclose whether they currently sell or intend to sell on Amazon, eBay, Walmart or other third-party e-commerce sites.

e. International Restrictions: Products are for distribution in the United States only. Due to international food and supplement regulations and policies governing such products, and to protect the integrity and rights of our international distributors, products cannot be shipped internationally.

f. Compliance with Laws: The reseller is solely responsible to comply with all applicable laws and regulations where it advertises or sells HumanN products.

g Pricing Provisions: Authorized approved resellers must abide by the Minimum Advertised Price (MAP) Policy, as outlined in section III of this document when advertising or reselling HumanN products.

III. Minimum Advertised Price (MAP) Policy

a. Liability: The Minimum Advertised Price (MAP) Policy applies to all partners including those that own, operate or manage websites. The MAP policy applies to all printed and electronic advertisements of HumanN products including but not limited to catalogs, brochures, websites, email solicitations, special offers, newsletters and electronic coupons or coupon codes. Resellers agree to assume all liability and responsibility for the resale of products through the Internet.

b. Advertising: Through the purchase of HumanN products, partners agree not to advertise through any medium of mass communication any product more than 5% off the Suggested Retail Price (SRP) for each respective product as listed

on the HumanN product list in effect at the time of the advertising. This policy prohibits the advertising of any volume discount or other promotion that would cause the per unit sales price to be advertised at less than the SRP. Similarly, any language referring to or speaking of inferred discounts that a customer may receive through a website is prohibited.

c. Actual Resale Price: MAP provisions do not establish the resellers' actual resale price. Resellers are free to set the actual resale price as they deem appropriate; however, ALL HumanN Products, Services and Apparel must check-out at or above MAP price (typically the page at which the end user finally purchases the product). Print collateral and Internet sites may not display a price lower than MAP for any HumanN Product.

IV. Sanctions

Absolute adherence to the terms and conditions outlined in this policy is required for active account status. If a customer fails to comply with the terms of Section II., a. through g., HumanN shall notify them via phone, email or standard mail of the violation and immediately place the customer's direct and distributor (if applicable) account on hold until the customer has come into compliance. HumanN will report any non-compliance and infringement to third-party e-commerce representatives which may lead to storefront closure.

Failure to comply with the MAP policy in Section II., g, and Section III., may result in temporary or permanent revocation of the customer's wholesale purchasing privileges, suspension of the account or termination of the account. HumanN reserves the right to revoke the customer's wholesale price purchasing privileges and/or terminate the account of any customer. Violation of any such terms automatically forfeits the account holder's ability to sell products in any capacity.

By signing below, you agree to the terms and conditions outlined above:

Signature:	Date:
Printed Name:	Title:
COMPANY:	

EXHIBIT A

List of Products approved for resale:

- BeetElite
- Neo40 Daily
- SuperBeets Collagen
- SuperBeets Immune
- SuperBeets Energy
- HeartGreens