

NUTRACEUTICAL CORPORATION AUTHORIZED ONLINE SELLER APPLICATION

Applicant's Information	
1. Applicant's Legal Name:	
2. DBA/Trade Name(s):	
3. Primary Contact:	4. Title:
5. Company Physical Address:	6. Company Mailing Address (if different from Physical Address):
7. Telephone:	8. Fax:
9. Email:	
10. Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> ULC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
11. Jurisdiction of Incorporation:	12. Year Incorporated:
13. DUNS:	14. BIN:
15. Resale Certificate Number:	16. Resale Certificate Issuing State:
17. Do you currently have or have you previously had an account with Nutraceutical or any of its affiliates? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list your Account Number: _____ and Sales Rep(s): _____	
18. Do you purchase Nutraceutical Products ¹ from any Distributors? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list all Distributors:	
19. Do you store or intend to store your inventory of Nutraceutical Products at a location other than the Company Physical Address identified above? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the address for all locations where such inventory is stored or will be stored:	
20. Do you use any third-party fulfillment service to store inventory or fulfill orders of Nutraceutical products? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the name of the fulfillment service and the services provided:	
21. Has the Applicant ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	
22. Has any company in which any of the Applicant's principals have an ownership interest ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	

¹¹ A link to Nutraceutical's Product Catalog can be found at <http://www.nutraceutical.com/catalog/>, and may be amended by Nutraceutical from time to time.

23. Are there any pending lawsuits involving the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If you checked "Yes" in box 21, 22, or 23, please attach additional sheet(s) explaining these matters in detail.</i>

Application for Website Approval	
Requested Websites: Please identify all websites where you wish to market for sale and sell Nutraceutical Products (<i>one per line, exact spelling required</i>). <i>Example: www.ABCStoreName.com</i> <i>Example: Amazon.com/Storefront name "ABC Store"/ Merchant ID</i>	Nutraceutical Use Only
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
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	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
	<input type="checkbox"/> Approved <input type="checkbox"/> Declined

By submitting this Nutraceutical Corporation Authorized Online Seller Application (the "Application"), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and Nutraceutical Corporation ("Nutraceutical") have executed the attached Nutraceutical Corporation Authorized Online Seller Agreement. Submitting this Application does not authorize Applicant to sell Nutraceutical Products on the Requested Websites, and Nutraceutical has no obligation to accept Applicant's request to sell Nutraceutical Products on any or all of the Requested Websites. If Applicant is approved to sell Nutraceutical Products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the Nutraceutical Corporation Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by signing the Nutraceutical Corporation Authorized Online Seller Agreement below.

NUTRACEUTICAL CORPORATION AUTHORIZED ONLINE SELLER AGREEMENT

This Nutraceutical Corporation Authorized Online Seller Agreement (the “Agreement”) is hereby entered into by and between Nutraceutical Corporation, and its subsidiaries Au Naturel, Inc. and Au Naturel (Canada), Inc. (collectively “Nutraceutical”) and the undersigned Seller (“Seller,” “you” or “your”) (collectively, the “Parties” and individually, a “Party”). The “Effective Date” of this Agreement is the date this Agreement is accepted by Nutraceutical after being agreed to by you. You agree to this Agreement, and are deemed the “undersigned” by signing below.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective Nutraceutical Corporation Authorized Distributor Policy, Nutraceutical Corporation Authorized Practitioner Distributor Policy, Nutraceutical Corporation Authorized Reseller Policy, Nutraceutical Corporation Authorized Retailer Policy, and Nutraceutical Corporation Authorized Practitioner Supplemental Terms and Conditions of Sale, as applicable to Seller (the “Terms”), as each is found at www.nutraceutical.com/customers/. This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms herein shall have the same meanings ascribed to them in the Terms.

2. **Authorization of Online Sales.**

(a) ***Authorization of Online Sales.*** Other than websites that may be defined in the Terms as “Permissible Websites,” the Terms prohibit the sale of the Products on any website without Nutraceutical’s prior written consent. Execution by Nutraceutical of this Agreement constitutes Nutraceutical’s consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, you may market for sale and sell Products solely and exclusively at the website(s) identified as approved by Nutraceutical in the Application for Website Approval above or designated as Permissible Websites in the Terms (collectively, the “Authorized Websites”). You are prohibited from marketing for sale and/or selling Products on any other website.

(b) ***Authorized Websites.***

(i) Your Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). You may not use any Nutraceutical trademark or product name, nor any misspelling of any Nutraceutical trademark or product name, in the construction of your domain name, including top-level domains and sub-domains, for any part of your Authorized Websites, or in the construction of any screen name or storefront name used on an Authorized Website.

(ii) You may not sell online anonymously. The full legal name, mailing address, email address, and telephone contact of your business must be clearly indicated on your Authorized Websites and must be included with any shipment of Products from your Authorized Websites.

(iii) At Nutraceutical’s request, you will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise your Authorized Websites. In your marketing and descriptions on your Authorized Websites, all Product images and descriptions must be kept up to date. You must remove outdated Product images and descriptions.

(iv) Your Authorized Websites must have a mechanism for receiving customer feedback and you agree to use reasonable efforts to address all customer feedback received. You also agree to provide copies of any information related to customer feedback, including your responses, to Nutraceutical for review

upon request. Further, you agree to cooperate with Nutraceutical in the investigation of any negative online product review associated with your sale of Products.

(v) You represent and warrant that as of the Effective Date and throughout the term of the Agreement, you are and shall remain in compliance with all applicable privacy and data security laws, regulations and industry standards including, but not limited to, the *Personal Information Protection and Electronic Documents Act* (Canada), S.C. 2000, c. 5 and similar provincial privacy legislation, Canada's Anti-Spam Legislation, S.C. 2010, c. 23 ("CASL") and the Payment Card Industry Data Security Standard ("PCI DSS"), including without limitation all notice, consent and unsubscribe obligations thereunder. You further represent and warrant that as of the Effective Date and throughout the term of the Agreement, you shall maintain detailed privacy policies that accurately describe your personal information practices and are, and will remain, in compliance with your privacy policies and the requirements of any contract to which you are a party. In addition, you represent and warrant that as of the Effective Date you have implemented and will maintain throughout the term of the Agreement a comprehensive written information security governance program, which will include reasonable and appropriate physical, administrative and technological controls designed to prevent the unauthorized access to, use, disclosure, destruction, or loss of personal information in your custody and control. You further represent and warrant that you will not send or cause or permit to be sent any commercial electronic messages, as such term is defined under CASL, on behalf of Nutraceutical and that you will solely be responsible for all commercial electronic messages sent in connection with this Agreement.

(vi) You represent and warrant that your Authorized Websites are compliant and will maintain compliance with 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.

(vii) To the extent that one or more of your Authorized Websites is a storefront on a third-party marketplace website, including, but not limited to storefronts on Amazon, eBay or Walmart Marketplace, Nutraceutical reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through such storefronts.

3. **Product Fulfillment and Sales.**

(a) In your sales of Products from your Authorized Websites, you acknowledge and agree that you are responsible for all fulfillment to your individual customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products.

(b) Unless separately authorized in writing by Nutraceutical, Seller may not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than the Seller's.

(c) Seller agrees not to represent or advertise any product as "new" that has been returned or repackaged.

4. **Intellectual Property.** Nutraceutical grants you a non-exclusive, non-transferable, revocable, limited license to use those Nutraceutical trademarks, trade names, logos, and trade dress separately authorized in writing by Nutraceutical (collectively for this Agreement, "Nutraceutical IP") solely for purposes of performing marketing under this Agreement on your Authorized Websites; provided, however, Nutraceutical may review and approve your intended or current use of such Nutraceutical IP at any time, without limitation. You acknowledge that you own no right, title, or interest in any of the Nutraceutical IP except as granted herein. This license shall be revoked immediately upon termination of this Agreement. Your use of Nutraceutical IP 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. All goodwill arising from your use of Nutraceutical IP shall inure solely to the benefit of Nutraceutical or to the owner of the respective Nutraceutical IP at issue.

5. **Termination.** Nutraceutical, in its sole and absolute discretion, may terminate its approval for you to market and sell Products at one or all of your Authorized Websites, and you must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of your approval to market and sell Products at one or more Authorized Websites, your authorization to use Nutraceutical IP on such websites shall be revoked. Nutraceutical may terminate this Agreement with written notice at any time. On termination of your status as an Authorized Distributor, Authorized Reseller, or Authorized Retailer pursuant to the Terms, this Agreement shall terminate automatically, and you must immediately cease all marketing and sales of Products on your Authorized Websites.

6. **Availability of Injunctive Relief.** If there is a breach or threatened breach of Sections 2 (Authorization of Online Sales), 3 (Product Fulfillment and Sales), 4 (Intellectual Property), or 5 (Termination) of this Agreement, it is agreed and understood that Nutraceutical will 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 Agreement 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 Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Nutraceutical to exercise any right(s) herein or to insist upon full compliance by Seller with Seller'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.

7. **Indemnification.** Except as otherwise provided herein, Seller 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 Agreement by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.

8. **Miscellaneous.**

(a) Nutraceutical reserves the right to update, amend or modify this Agreement upon written notice to Seller. Unless otherwise provided, such amendments will take effect immediately and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.

(b) No waiver of any breach of any provision of this Agreement 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. If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.

(c) Seller shall not sell, assign, transfer, pledge or encumber, by operation of law or otherwise, this Agreement, the rights granted to Seller by Nutraceutical hereunder, any ownership interest in Seller or the assets used by Seller in Seller's business without the prior written consent of Nutraceutical. Such transfer, sale, assignment, pledge or encumbrance not having the written consent of Nutraceutical shall be null and void and shall constitute a material breach of this Agreement, for which Nutraceutical may then terminate this Agreement. Nutraceutical is entitled to assign this Agreement, in whole or in part, without Seller's consent to any Nutraceutical-affiliated company or to any entity to which Nutraceutical sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns,

and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.

(d) This Agreement, the Terms and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.

(e) The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. **Governing Law and Venue.** The validity, construction and performance of this Agreement and the transactions to which it relates 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 this Agreement or such transactions will be commenced and maintained in the State courts of Utah or in a federal court physically situated in Salt Lake City, Utah.

10. **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 THIS AGREEMENT 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.

11. **Language.** The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous let documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

The Parties have caused this Nutraceutical Corporation Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

Nutraceutical Corporation,
a Delaware corporation

Seller: _____

By: _____
Name: _____
Title: _____
Signature Date: _____

By: _____
Name: _____
Title: _____
Signature Date: _____

