

Dear Retailer,

The Natural Products Group, consisting of the Solgar, American Health, Ester-C and Home Health brands, is committed to protecting the equity of our brands, our retail partners and the quality of our products to deliver an optimal experience to our shared consumers. In May of 2018, we updated and began strictly enforcing new Authorized Retailer Terms & Conditions for the Solgar brand. Those efforts have been very successful and have led to successful selling and growth of our brand for both brick and mortar and e-commerce retailers. In order to continue to support these efforts, we are updating our Authorized Retailer Terms & Conditions for the American Health, Ester-C, and Home Health brands effective June 1, 2019.

All current and new retail partners will be subject to this customer agreement which details the channels in which you are authorized to sell American Health, Ester-C, and Home Health products and provides the legal framework for us to prosecute those who violate the agreement, specifically as it relates to Amazon.com. The Natural Products Group is committed to stopping the unauthorized sale and diversion of our products and purchasing products from any of the NPG brands constitutes an agreement to these Terms & Conditions.

#### **Minimum Advertised Pricing Policy**

Effective June 1, 2019, the Minimum Advertised Pricing Policy (MAP) for American Health, Ester-C, and Home Health products will be 30% below SRP through advertised media. A copy of this policy can be found in the Retailer Terms & Conditions.

#### **Amazon.com Marketplace Guidelines**

The NPG brands have entered in an exclusive distribution agreement with a partner to sell American Health, Ester-C, and Home Health products on Amazon.com via Prime shipping and Fulfillment By Amazon, the specifics of which can be found in the attached Retailer Terms & Conditions for your signature. The Natural Products Group will be maintaining all content and ASIN creation on the Amazon platform. Resellers are not permitted to create new ASINs or alter the content of current ASINs for any reason. Violation of the reseller policies will result in account suspension and/or termination and may result in legal enforcement and liquidated damages.

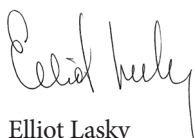
#### **Unauthorized Sale & Diversion**

Retailers are authorized to purchase American Health, Ester-C, and Home Health products for resale in authorized sales channels only per the Retailer Agreement and Terms & Conditions. Any unauthorized sale or diversion of the NPG brands products to another retailer, or Amazon.com constitutes a violation of our reseller policies and will result in account suspension and/or termination and may result in legal enforcement and liquidated damages.

Please direct all questions and concerns regarding MAP and/or the new Retailer Terms & Conditions to:

Elliot Lasky, President, Natural Products Group, 65 Challenger Road, Suite 300, Ridgefield Park, NJ 07660 or by email to [elasky@npgus.com](mailto:elasky@npgus.com).

Sincerely,



Elliot Lasky  
President

Natural Products Group

**AMERICAN HEALTH & HOME HEALTH  
MINIMUM ADVERTISED PRICE “MAP” POLICY**

**(effective as of June 1, 2019)**

- (1) The MAP Policy is intended to:
  - (a) ensure and continue the long-standing premium positioning of American Health & Home Health products and the American Health & Home Health brands; and
  - (b) protect the investment of legitimate retailers who provide valuable education, sales and product assistance, and other services to their customers.
- (2) Retailers are free to establish their own resale prices at their sole discretion.
- (3) The MAP Policy applies only to online and media advertisement of prices by retailers. The MAP Policy does not apply to the prices that are actually charged by retailers in-store or at the online “check-out” at a retailer’s website.
- (4) The MAP Policy applies equally to all parties that are granted retail distribution rights in the United States to sell American Health & Home Health products, and to anyone (person or company) that advertises or promotes American Health & Home Health products for sale.
- (5) The MAP Policy is not an agreement, nor do any other agreements exist, between American Health & Home Health and a retailer to comply with the guidelines of the MAP Policy. The MAP Policy functions as a voluntary compliance policy, to support and ensure the continued long-term premium positioning of the brands as well as the investment of legitimate retailers who provide valuable education, sales and product assistance, and other services to their customers. Compliance with the MAP policy is entirely within the discretion of the retailer. American Health & Home Health, including its management, representatives and agents, does not enter into any discussion regarding this MAP policy or compliance with this MAP Policy. These conditions are non-negotiable and will not be waived, or altered in any manner with any retailer.
- (6) American Health & Home Health reserves the right to grant retail distribution of American Health & Home Health products to a retailer, and/or cease sales of American Health & Home Health products to a retailer, at its sole discretion, including, but not limited to, unilaterally ceasing sales of American Health & Home Health products to any retailer that violates this MAP policy. American Health & Home Health may, but does not need to, provide prior notice or warning before cessation of sales of American Health & Home Health products to any retailer. Any action taken by American Health & Home Health shall be without liability to American Health & Home Health.

**The MAP Policy Guidelines:**

1. American Health & Home Health establishes this MAP Policy entirely unilaterally, and may adjust, revise or discontinue the MAP Policy at its sole and absolute discretion at any time.
2. All American Health & Home Health products are listed on the American Health & Home Health price sheets at wholesale and manufacturer’s suggested retailer price (“MSRP”) for retailers. American Health & Home Health’s minimum advertised price (“MAP”) is not more than 30% below the stated MSRP.
3. Distributors of American Health & Home Health products will provide a copy of this MAP Policy to all American Health & Home Health retailers that the distributor services.

4. This MAP Policy applies to all online and media advertisements of American Health & Home Health products, (and media includes flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, television, radio, public signs, billboards, outdoor media, online and digital such as websites, e-mail newsletters, and e-mail solicitations).
5. This MAP Policy does not apply to in-store advertising that is displayed only in a retail store.
6. This MAP Policy does not apply to the actual “check-out” sales purchase price of a retailer’s website. This MAP Policy does apply to all other page(s) or “pop-ups” on the retailer’s website that direct or imply discounts, or further discounts, at the “check-out” page prior to final sale.
7. This MAP Policy does not permit strike-throughs or any other alteration of advertised prices.
8. This MAP Policy applies only to minimum advertised prices. The MAP Policy does not apply to advertisements of prices that are higher than the minimum advertised prices. The MAP Policy does not establish maximum advertised or resale prices.
9. This MAP Policy does not apply to the prices at which American Health & Home Health products are actually sold. Retail prices are solely in the retailer’s discretion.
10. American Health & Home Health may run specific promotions for specific products, covered under the MAP Policy, from time to time. American Health & Home Health may modify or suspend the MAP Policy with respect to such promotional products, at its sole discretion, by providing all retailers with thirty (30) days advance written notice of such products and promotions, the time frame of the promotion, including start and end dates. Such changes shall apply equally to all retailers.
11. This MAP Policy is solely within American Health & Home Health’s management discretion. No American Health & Home Health employee, sales representative, distributor, or sales agent has authority to modify this MAP Policy, and any attempt to do so is unauthorized and invalid.

**Questions:**

Questions about the MAP Policy should be in writing either by mail to Elliot Lasky, President, Natural Products Group, at 65 Challenger Road, Suite 300, Ridgefield Park, NJ 07660, or by email to [elasky@npgus.com](mailto:elasky@npgus.com). American Health & Home Health reserves the right to respond or not to respond to any such questions, and any responses will be provided in writing.

## Authorized Retailer Terms & Conditions

(effective as of June 1, 2019)

To protect and promote our brand and reputation for providing high-quality products, Natural Products Group, LLC (which is referred to herein as “American Health, Ester-C, and Home Health”) has established these Authorized Retailer Terms & Conditions (the “Terms”), which apply to authorized retailers in the United States of products manufactured and sold under the American Health® and the Home Health™ brands (the “Products”). Unless otherwise agreed to in a written agreement between you (“Retailer”) and American Health, Ester-C, and Home Health, by purchasing products from American Health, Ester-C, and Home Health for retail sale, you agree to adhere to the following terms and condition. Please read these Terms carefully.

1. **Purchase Orders.** Orders for Products made by Retailer directly from American Health, Ester-C, and Home Health shall be handled pursuant to the then-current product order, shipment, payment and return procedures, which may be amended by American Health, Ester-C, and Home Health at any time in its sole and absolute discretion. American Health, Ester-C, and Home Health reserves the right to reject any orders, in whole or in part, for any reason. Any additional or different terms proposed by Retailer (including, without limitation, any terms contained in any document incorporated by reference into a purchase order) are rejected and will be deemed a material alteration hereof, unless expressly agreed to in writing by American Health & Home Health. Furthermore, American Health, Ester-C, and Home Health will not be bound by any “disclaimers”, “click wrap” or “click to approve” terms or conditions now or hereafter contained in any website used by Retailer in connection with the Products or any sale thereof.
2. **Pricing.** Sales to Retailer are made at such prices as may be established by American Health, Ester-C, and Home Health from time to time and which are in effect at the time an order is placed. All pricing is subject to change by American Health, Ester-C, and Home Health without prior notice.
3. **Damages and Shortages.** All claims for lost shipments, damages, or shortages must be made within 10 business days from the date of invoice. American Health & Home Health will process and file claims against the transportation companies for loss or damages to our shipments provided the Retailer:
  - (a) Secures the carrier’s notation on the delivery receipt and reports to us within 10 business days all loss or damage evident at the time of delivery; and
  - (b) Reports any concealed loss or damage to the carrier, obtaining their inspection within 10 business days after receipt of the shipment and furnishes us with the carrier’s inspection report. In cases where damage, shortage or loss is not due to transportation causes, and when Retailers report to us promptly any such damage, shortage or loss, we will adjust such claims as are directly traceable to any fault or negligence on American Health, Ester-C, and Home Health’s part.
4. **Returns Policy.** American Health, Ester-C, and Home Health will accept authorized merchandise for credit within 6 months from the date of purchase. All merchandise must be sealed in saleable condition and free of all price markings. Upon receipt by American Health & Home Health, the credit, less a 25% restocking fee, will be issued. Retailers may contact an American Health & Home Health Customer Care representative at 1-800-645-2246 for return instructions and authorization.
5. **Manner of Sale.** Retailer shall sell the Products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in American Health, Ester-C, and Home Health’s immediate termination of Retailer’s account, in addition to other remedies. Furthermore, Products sold to unauthorized persons or through unauthorized channels, including unauthorized websites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by applicable law, coverage under American Health, Ester-C, and Home Health’s Product warranties and guarantees.
  - 5.1. Retailer may only sell the Products directly to end-user consumers and shall not sell the Products in bulk to any other retailer, re-seller, diverter, distributor, redistributor or wholesaler.

- 5.2. Retailer is permitted to market for sale or sell the Products through its own physical retail store or through websites or mobile applications owned or operated by Retailer; provided that, any website(s) or mobile application(s) must be operated by Retailer in Retailer's legal name or registered fictitious name and clearly identify Retailer's full legal name, mailing address, telephone number, and email address. If the Retailer violates these Terms, American Health, Ester-C, and Home Health, in its sole discretion, may revoke Retailer's authorization to sell the Products on such websites or mobile applications at any time, and Retailer shall cease marketing for sale and/or selling the Products on such website or mobile application immediately upon notice of such revocation. The Terms supersede any prior agreement regarding the sale of the Products through websites, mobile applications, or other online forums.
- 5.3. Retailer shall not sell the Products on or through any other website, mobile application, or other online forum, including as a third-party seller on any marketplace website including, but not limited to, Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace ("Third-Party Marketplaces"), unless Retailer obtains the prior written consent of American Health, Ester-C, and Home Health. Retailer expressly acknowledges and understands that American Health, Ester-C, and Home Health reserves the right to require Retailer to adhere and agree to additional terms and conditions relating to the quality and the sale of Products through Third-Party Marketplaces should American Health, Ester-C, and Home Health authorize Retailer to sell Products on Third-Party Marketplaces. In the event that Retailer obtains American Health, Ester-C, and Home Health's written consent to sell on the Amazon third-party marketplace, Retailer may sell Product on Amazon via Fulfillment by Merchant (FBM) as long as Retailer complies with American Health, Ester-C, and Home Health's Amazon Marketplace Retailer Registry Program (described below in Section 5.4). Retailer may not under any circumstances sell the Products on Amazon via Amazon Vendor Central, Amazon Vendor Express, Fulfillment by Amazon (FBA), Seller Fulfilled Prime (SFP) or in any other manner which currently exists or may hereafter be developed on the Amazon sales platform that uses the Prime badge. Retailer acknowledges that American Health, Ester-C, and Home Health will maintain all content and Amazon Standard Identification Number ("ASIN") creation on the Amazon platform. Resellers are not permitted to create new ASINs for American Health & Home Health Products or alter the content of current ASINs for American Health, Ester-C, and Home Health Products for any reason.
- 5.4. American Health, Ester-C, and Home Health has established a Retailer Registry Program with Amazon that requires American Health, Ester-C, and Home Health's authorization for Retailers to sell American Health, Ester-C, and Home Health Products to consumers on the Amazon third-party marketplace. Amazon's Retailer Registry Program with American Health, Ester-C, and Home Health requires American Health, Ester-C, and Home Health to provide all Retailers who wish to resell Products on the Amazon third-party marketplace with written authorization designating the Retailer as an authorized American Health, Ester-C, and Home Health Reseller doing business under the invoiced name of a specific American Health, Ester-C, and Home Health account. Amazon will require copies of Retailer's invoice that coordinates with the name under which Retailer does business with American Health, Ester-C, and Home Health in order to retain or open a reseller storefront in the Amazon third-party marketplace for American Health, Ester-C, and Home Health's Products. Any Retailer that desires to create an Amazon third-party marketplace storefront for the purpose of selling Products operating under a separate business name, distinct from their invoiced and billed to name with American Health, Ester-C, and Home Health, requires prior written approval from American Health, Ester-C, and Home Health. Any Retailer that wishes to have a reseller storefront in the Amazon third-party marketplace must complete and return the American Health, Ester-C, and Home Health Amazon Marketplace Retailer Registration Form to American Health, Ester-C, and Home Health either through your local sales representative or directly to American Health, Ester-C, and Home Health corporate office, which can be contacted by phone at 1-800-645-2246. Retailer expressly acknowledges and understands that American Health, Ester-C, and Home Health reserves the right to establish similar registry programs for other Third-Party Marketplaces, and therefore, Retailer shall not sell Products on any Third-Party Marketplace unless American Health, Ester-C, and Home Health authorize Retailer to sell Products on Third-Party Marketplaces in accordance with Section 5.3 above.
- 5.5. American Health, Ester-C, and Home Health has engaged a third-party company to act as American Health, Ester-C, and Home Health's exclusive authorized retailer to sell Products using the Prime Badge on Amazon, and American Health, Ester-C, and Home Health may, from time to time, engage other third parties to act as its exclusive retailer on other Third-Party Marketplaces. Therefore, Retailer shall not sell Products on Amazon or any other Third-Party Marketplace, unless Retailer obtains American Health, Ester-C, and Home Health prior written consent in accordance with Section 5.3 and Retailer complies with American Health, Ester-C, and Home Health's registry program requirements discussed above in Section 5.4.
- 5.6. Retailer shall not make any representations, warranties, guarantees or claims with respect to the specifications, features or capabilities of the Products that are inconsistent with (i) the Product descriptions provided by American Health, Ester-C, and Home Health, (ii) the American Health, Ester-C, and Home Health IP (as defined below in Section 8), including, but not limited to, any Product images provided by American Health, Ester-C, and Home Health, (iii) the labeling and documentation accompanying the Products, or (iv) any these Terms.

- 5.7. For any Products sold through a distributor, the distributor is only authorized to sell Products to retailers authorized by American Health, Ester-C, and Home Health. Products purchased from distributors and sold in violation of these Terms shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by applicable law, coverage under American Health, Ester-C, and Home Health's Product warranties and guarantees.
6. **Product Care & Quality Controls.** Retailer shall care for the Products as set forth herein.
- 6.1. **Product Inspection.** Retailer shall inspect the Products upon receipt and during storage for damage, defects, broken seals, evidence of tampering or other nonconformance (collectively, "Defects"). Retailer shall also inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Retailer shall not sell any Products that are expired. If any Defects are identified, Retailer must not offer the Product for sale and must promptly report the Defects to American Health, Ester-C, and Home Health.
- 6.2. **Product Storage and Handling.** Retailer 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 in accordance with any additional storage guidelines specified by American Health, Ester-C, and Home Health from time to time.
- 6.3. **Recalls and Consumer Safety.** To ensure the safety and well-being of the end-users of the Products, Retailer shall fully cooperate with American Health, Ester-C, and Home Health with respect to any Product recall or other consumer safety information dissemination effort.
- 6.4. **Alterations & Bundling Prohibited.** Retailer shall sell Products in their original packaging, with all seals intact. Retailer shall not sell or label the Products as "used", "open box" or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Retailer shall not tamper with, deface, or otherwise alter any UPC code, lot or batch code, or other identifying information on Products or packing. Retailer shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer shall not advertise, market, display, or demonstrate non-American Health, Ester-C, and Home Health products together with the Products in a manner that would create the impression that the non-American Health, Ester-C, and Home Health products are made by, endorsed by, or associated with American Health, Ester-C, and Home Health.
7. **Audit.** American Health, Ester-C, and Home Health reserves the right to audit and/or monitor Retailer's activities for compliance with the Terms, including, but not limited to, inspection of Retailer's facilities and records concerning the Products.
8. **Intellectual Property.** American Health, Ester-C, and Home Health owns all proprietary rights in and to the American Health, Ester-C, and Home Health brands, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property rights related to the Products (the "American Health, Ester-C, and Home Health IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the American Health, Ester-C, and Home Health IP in the United States solely for purposes of advertising, marketing, promoting and selling the Products as set forth herein. Retailer may not use the American Health, Ester-C, and Home Health IP to advertise, market or promote Products in a manner that targets consumers, resellers, influencers or endorsers outside of the United States, including, without limitation, through print and media advertisements, internet displaybased advertisements, internet search based advertisements, and social media advertisements. This license will cease upon termination of Retailer's status as an Authorized Retailer. American Health, Ester-C, and Home Health reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the American Health, Ester-C, and Home Health IP at any time, without limitation. All goodwill arising from Retailer's use of the American Health, Ester-C, and Home Health IP shall inure solely to the benefit of American Health, Ester-C, and Home Health.
9. **Termination.** If Retailer violates any of the Terms, American Health, Ester-C, and Home Health reserves the right to immediately terminate or suspend the Retailer's status as an Authorized Retailer, in addition to all other remedies available under applicable law. Upon termination of Retailer's status as an Authorized Retailer, Retailer shall immediately cease acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer or has any affiliation with American Health, Ester-C, and Home Health and using any American Health, Ester-C, and Home Health IP.
10. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that American Health, Ester-C, and Home Health will have no adequate remedy in money or other damages at law. Accordingly, American Health, Ester-C, and Home Health 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 American Health, Ester-C, and Home Health to exercise any right(s) herein shall constitute a waiver of any provision herein.

11. **Applicable Law.** Retailer shall comply with any and all applicable laws, rules, regulations and policies related to the advertising, promotion, sale, and marketing of the Products. American Health, Ester-C, and Home Health represents and warrants that the Products are manufactured by American Health, Ester-C, and Home Health in accordance with all applicable laws, rules and regulations of the United States, and American Health, Ester-C, and Home Health makes no representation or warranty with respect to any other law, rule or regulation relating to the Products.
12. **Indemnification.** Retailer shall defend, indemnify and hold American Health, Ester-C, and Home Health and its affiliates, and its and their respective directors, officers, employees, representatives and agents harmless from any and all actions, suits, proceedings, awards, judgments, claims, losses, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) attributable to Retailer's breach of these Terms (including, but not limited to, Retailer's unauthorized sale of Products) or to any negligent, grossly negligent, willful or unlawful acts or omissions of Retailer, its employees, officers, agents, or representatives.
13. **Miscellaneous.** American Health, Ester-C, and Home Health reserves the right to update, amend, or modify the Terms upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the American Health, Ester-C, and Home Health IP, or use of any other information or materials provided by American Health, Ester-C, and Home Health to Retailer under the Terms following notice will be deemed Retailer's acceptance of the amendments. Any consent or approval granted to a Retailer by American Health, Ester-C, and Home Health under these Terms must be in writing, and signed by a duly authorized officer of American Health, Ester-C, and Home Health. 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. The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, Retailer expressly submits to personal jurisdiction and venue in the federal or state courts in Nassau County, New York. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

**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.**