

Reseller Agreement

THIS AGREEMENT is entered into on this _____ day of _____, 202____, (“Effective Date”) by and between HOLISTIC HEALTH INTERNATIONAL, LLC, (“HHI”) and _____ (“Reseller”).

THIS AGREEMENT (“Agreement”) governs all transactions between HHI and its Authorized Resellers. Having had the opportunity to review the Agreement, and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ELIGIBILITY AND INITIAL OBLIGATIONS

- 1.1. **Creating a Reseller Account.** Unless you receive prior written consent from HHI, by setting up a Reseller Account and buying the Products, you confirm and agree that you:
 - 1.1.1. will only sell our Products to individuals whom you know are buying them for personal use and;
 - 1.1.2. will limit the sale of our Products to the location specified in your Reseller Account application.

- 1.2. **Reseller Account Eligibility and Ordering Terms.** Reseller accounts are subject to the following terms and conditions:
 - 1.2.1. A minimum cart value per purchase is required to qualify for the wholesale discount. Please see Reseller Policy for details.
 - 1.2.2. Accounts that remain inactive for a period of one (1) year or more will be deactivated, and the account holder will be required to reapply to regain wholesale access. Upon submission of this request, a copy of the Reseller Terms & Conditions will be provided for signature.
 - 1.2.3. Wholesale orders can be placed by logging into your account via our website. You may also place an order via email, subject to an additional 3% surcharge.
 - 1.2.4. Reseller must pay for all Product orders (“Purchase Orders”) in advance by check or credit card. Payment terms are not available for Reseller accounts. HHI holds the right to reject any Purchase Order, in whole or in part, at its discretion. Returns or credits will not be granted for products; for further details, visit our return policy at [holisticheal.com/returns](https://www.holisticheal.com/returns).

TERM AND TERMINATION

- 2.1. **Term.** This Agreement shall commence on the Effective Date and, subject to early termination as set forth below, shall remain in full force and effect until each party has fully performed all of its obligations under this Agreement.
- 2.2. **Termination.** This Agreement may be terminated:
- 2.2.1. by either party, without cause upon fourteen (14) days of prior written notice to the non-terminating party, pursuant to Section 8.6 of this Agreement, titled "Notices";
 - 2.2.2. by either party, if one party materially defaults in the performance of its obligations under this Agreement, and fails to cure such default within seven (7) days after receiving written notice thereof, the non-defaulting party may immediately terminate this Agreement; and/or
 - 2.2.3. immediately by HHI, where HHI determines, using its sole discretion, that Reseller has knowingly or intentionally violated any terms of this Agreement, or any of the terms contained in any policies included in this Agreement as an exhibit, or incorporated by reference herein, including but not limited to the policies listed in Section 4.2. of this Agreement, entitled "Compliance with HHI Policy."
- 2.3. **Post Termination Obligations.** Upon termination of this Agreement, Reseller shall:
- 2.3.1. refrain from selling any products purchased from HHI pursuant to this Agreement;
 - 2.3.2. cease the use of, and return to HHI, any and all intellectual property owned or licensed to HHI, as defined by Section 6.1 entitled "Intellectual Property"; and
 - 2.3.3. refrain from any action that may imply to Reseller's customers, or any other individual or entity that is not a party to this Agreement, that the Reseller continues to possess Authorized Reseller status, or has any affiliation with HHI or its products.
- 2.4. **Obligations Surviving Termination.** All provisions and obligations under this Agreement that by their terms or by their nature contemplate performance after the termination, expiration or cancellation of this Agreement shall survive the termination, expiration or cancellation of this Agreement.

RELATIONSHIP OF PARTIES

- 3.1. **Status as Independent Contractor.** The parties to this Agreement are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party.



SALES PRACTICES AND MARKETING

- 4.1. **Sales and Marketing Practices.** The Reseller agrees to operate their business in a fair and ethical manner at all times, refraining from any deceptive, misleading, or unethical practices or advertising. The Reseller is not authorized to make any warranties or representations about the Products unless expressly permitted by HHI. The Reseller must represent the Products in a professional manner and refrain from any actions that could negatively impact the reputation of HHI or the Products. Resellers are responsible for complying with all federal, state, and local laws governing the sale of dietary supplements and must not use false or unapproved therapeutic claims in advertising.
- 4.2. **Compliance with HHI Policy.** The Reseller acknowledges and agrees to comply with all policies issued by HHI that are incorporated into this Agreement by reference or exhibit, including but not limited to the Minimum Advertised Price (MAP) Policy, Online Retail Policy, Brick-and-Mortar Retail Policy, and any other policies set forth in the Reseller Policy attached hereto as "Exhibit A," or provided separately. These policies are deemed an integral part of this Agreement, and as such, HHI reserves the right to update, revise, or replace any policy referenced in this Agreement upon providing Reseller with at least seven (7) days prior written notice. Notice must be given in compliance with Section 8.6 of this Agreement, titled "Notices." Furthermore, continued participation in HHI's Reseller program following any such amendment taking effect, shall constitute Reseller's acceptance of the modified terms. Once notice has been given and any changes have taken effect, it is the Reseller's responsibility to review and comply with all current policies. All relevant policies can be accessed at holisticheal.com/reseller-policy. This page will be updated periodically to ensure any and all policies referenced herein are current. Additionally, copies of any current policies may be requested by emailing info@holistichealth.com.
- 4.3. **Shipping Territories.** Resellers are permitted to sell products purchased through HHI outside of the United States, Canada, and Mexico. However, resellers are solely responsible and liable for following all customs rules and regulations, as well as being responsible for any and all costs associated with such compliance, including but not limited to associated tariffs, taxes, duties, and fees.
- 4.4. **Compliance with Local Laws and Regulations.** The Reseller shall be solely responsible for its own compliance, and for any costs associated with such compliance, with all relevant laws, legislation, regulations, policies, bylaws, or rules having the force of law, in connection with: (1) the resale of products purchased through HHI; (2) in connection to the operation of the Reseller's business; and (3) in connection with any obligations imposed on the Reseller under this Agreement. Such compliance includes, but is not limited to, obtaining necessary permits, licenses, or permissions, as well as compliance with consumer safety and protection laws such as the California Safe Drinking Water and Toxic Enforcement Act of 1986, also known as California Proposition 65.



PRODUCT CARE, QUALITY CONTROL, AND CUSTOMER SERVICE

- 5.1. **Product Care and Quality Control.** Reseller must adhere to all policies, guidelines, terms, conditions, and rules contained in this Section, or incorporated into this Agreement by exhibit or by reference, or given by HHI to reseller with appropriate notice as pursuant to Sections 4.2 (“Compliance with HHI Policy”) and 8.6 (“Notices”) of this Agreement, concerning the storage, handling, shipping, disposal, and other factors related to the care and quality control of Products purchased from HHI pursuant to this Agreement.
- 5.1.1. Products should be stored in a cool, clean, and dry location, away from direct sunlight, excessive heat, and humidity.
 - 5.1.2. Reseller must sell Products in their original packaging. Repackaging, relabeling (including separating bundled Products or bundling Products together), and any other modifications are prohibited. The Reseller may not remove, translate, or change the contents of any label or accompanying literature on the Products. Additionally, the Reseller is not allowed to tamper with, deface, or alter any serial numbers, UPC codes, batch or lot codes, or other identifying details on the Products or their packaging. Altering or diluting Products is also prohibited.
 - 5.1.3. Reseller is prohibited from reselling any Product that has been returned, opened, or repackaged.
 - 5.1.4. Reseller is required to inspect the Products and their packaging as soon as they are received, looking for damage, defects, broken seals, signs of tampering, or any other form of nonconformance (a “Defect”). If any Defect is discovered, the Reseller must not sell the Product and should immediately report the issue to HHI at info@holistichealth.com.
 - 5.1.5. Reseller is responsible for regularly inspecting their inventory for Products that are expired or nearing expiration and must remove those items from stock. The Reseller is prohibited from selling any Products that have expired or are within sixty (60) days of expiration. Expired or soon-to-expire Products must be destroyed or disposed of according to local safety guidelines.
 - 5.1.6. Reseller shall cooperate with HHI regarding any Product tracking systems that may be implemented periodically.
 - 5.1.7. Reseller agrees to cooperate with HHI in the event of a Product recall or any efforts to distribute consumer safety information.
- 5.2. **Customer Service.** Reseller must adhere to all policies, guidelines, terms, conditions, and rules contained in this Section or incorporated into this Agreement by exhibit or reference, or given by HHI to reseller with appropriate notice as pursuant to Sections 4.2 (“Compliance with HHI Policy”) and 8.6 (“Notices”) of this Agreement, concerning customer service procedures related to the resale of Products purchased by Reseller from HHI.
- 5.2.1. Reseller shall notify HHI of any customer complaints or adverse claims related to the Products that they become aware of and cooperate with HHI in investigating these complaints or claims.



- 5.2.2. Reseller agrees to assist HHI in addressing and resolving any quality or customer service issues related to the sale of the Products, including sharing details about the Product sources, shipping, and handling.
- 5.2.3. Customer service issues—including inquiries, returns, and general support—are the sole responsibility of the reseller. We do not provide direct support to customers who purchase through a reseller. If contacted by an end customer, we will direct them back to the original reseller for resolution.

INTELLECTUAL PROPERTY

- 6.1. **Intellectual Property.** The Reseller acknowledges and agrees that it does not hold any proprietary rights to the brands, names, logos, trademarks, service marks, trade dress, copyrights, patents, trade secrets, or any other intellectual property associated with HHI or the Products purchased from HHI. The Reseller is granted a limited, non-exclusive, non-transferable, and revocable license to use HHI Product information solely for the purpose of marketing and selling the Products purchased by Reseller as part of this Agreement. This license will terminate when the Reseller's status as an Authorized Reseller ends. Any use of HHI's intellectual property by the Reseller must comply with the Reseller Policy attached hereto as "Exhibit A", and such use must be commercially reasonable regarding size, placement, and other usage aspects. HHI reserves the right to review and approve, at its sole discretion, any use or intended use of HHI's intellectual property. Upon HHI's request, the Reseller must provide samples of any usage of intellectual property subject to this Section to ensure that Resellers use of HHI's intellectual property complies in all respects with standards of quality prescribed by HHI and only in a manner approved by HHI. Reseller shall not commit any act or engage in any conduct that adversely affects the trademarks, logos, copyrighted material, or other intellectual property of HHI which Reseller is permitted to use. It is expressly understood and agreed that nothing herein shall permit Reseller to use HHI's intellectual property in any manner which might jeopardize HHI's right to use, or to license others to use, such intellectual property, or HHI's ability to enjoin or otherwise prohibit the use thereof by other parties. Reseller acknowledges and agrees that HHI is the sole owner of all HHI intellectual property and the goodwill associated therewith, and Reseller acquires no right, title or interest in said intellectual property through the use of the license granted by this Section. Reseller is prohibited from creating, registering, or using any domain name or mobile application that includes any HHI Product name or trademark owned by or licensed to HHI, or any misspelling or confusingly similar variation of such names or trademarks.

COMPLIANCE REVIEW

- 7.1. **Compliance Review.** HHI reserves the right to review the Reseller's activities to ensure compliance with the terms of this Agreement, and the Reseller agrees to cooperate with any such review, which may include allowing HHI to inspect the Reseller's facilities and records related to the sale of HHI products.



TERMS AND CONDITIONS

- 8.1. **Controlling Law.** This agreement is made under and will be governed by and construed according to the laws of Maine, United States of America, excluding its choice of law rules, and each party irrevocably submits to the jurisdiction of the Cumberland County Courts or the Federal Court located in Portland, Maine. Prevailing party to have costs and reasonable attorney fees paid by non-prevailing party.
- 8.2. **Modification.** HHI retains the right to update, modify, or amend the terms of this Agreement by providing written notice to Reseller pursuant to Sections 4.2 and 8.6 of this Agreement. Unless otherwise specified, any such amendments will take effect within seven (7) days of notice being given. After the effective date of any such amendments, Reseller's continued use, advertisement, offering for sale, or sale of the Products, use of HHI's intellectual property, or use of any other materials or information provided by HHI will be considered as acceptance of these amendments.
- 8.3. **Severability.** If a provision of this agreement is held by a court to be illegal, void or unenforceable, the offending provision will be severed from the agreement to the extent and in the manner that best gives effect to the remaining provisions.
- 8.4. **Transferability.** A party must not assign or transfer this agreement, or any right or interest under this agreement, to any person unless that person is approved in writing by the other party and gives that other party a written undertaking to comply with the terms and conditions of this agreement. This agreement is binding on the successors and assigns of each party.
- 8.5. **Confidential Information.** Each party agrees that all information disclosed by one party to another pursuant to this Agreement (the "Confidential Information") shall be maintained in confidence and not be released to any third party for any reason whatsoever, excluding such parties' counsel, agents, auditors, or lenders. However, a party may release the Confidential Information to a third party upon the prior written approval of the other party, upon court order, or as such party in good faith believes, based upon the advice of counsel, is required by any rules, regulations, or laws. Notwithstanding the previous sentence, in the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or otherwise) to disclose any information, such party shall provide the other with prompt prior written notice of such requirement so that the other party may seek a protective order or other appropriate remedy to minimize disclosure of the Confidential Information. In the event that such protective order or other remedy is not obtained, or the other party approves the disclosure, the disclosing party agrees to furnish only that portion of the Confidential Information that the disclosing party in good faith believes, based upon the advice of counsel, is legally required, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such information. Each party shall cease use of all Confidential Information that any party



has obtained from the other upon the expiration or earlier termination of this Agreement. Neither party shall disclose or otherwise make available any Confidential Information to any person other than employees, consultants, or auditors of such party with a need-to-know or except as required by court order or as such party in good faith believes, based upon the advice of counsel, is required by any rules, regulations, or laws. Each party shall instruct its employees who have access to the Confidential Information to keep the same confidential by using the same care and discretion that such party uses with respect to its own confidential property and trade secrets.

- 8.6 **Notices.** Any notices required or permitted to be given by HHI under this Agreement shall be deemed sufficiently given if sent by email, to the email address provided by the Reseller on their Authorized Reseller Account form. Additionally, notice by HHI will be deemed sufficiently given if such notice is sent by registered mail, postage prepaid, addressed to the Reseller at the mailing address provided on the Authorized Reseller Account form. It is the responsibility of the Reseller to notify HHI of any changes to the contact information provided in the Authorized Reseller Account form.

Notices required or permitted to be given by Reseller to HHI shall be deemed sufficiently given if sent by email to the email address provided below, or if sent by registered mail, postage prepaid, addressed to HHI at the below mailing address.

“HHI”

Legal Name: Holistic Health International, LLC
Type of Legal Entity: Limited Liability Company
Jurisdiction of Entity: Maine
Email: cassandra.rodway@holistichealth.com
Mailing Address: 184 Bird Hill Rd, Bethel, ME 04217

- 8.7. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- 8.8. **Indemnification.** Reseller shall indemnify and hold HHI harmless from and against any and all claims, liabilities, demands, causes of action, damages, losses and expenses, including, without limitation,

reasonable attorneys' fees and costs of suit, arising out of or in connection with:

- 8.8.1. the negligent, illegal or intentional acts or omissions of Reseller or any of its agents, contractors, servants or employees;
- 8.8.2. HHI's intellectual property or use or possession thereof, including any claims of ownership by third parties; and/or
- 8.8.3. the breach of any warranty or obligation of Reseller hereunder.

8.9. **Limitation of Liability.** In no event shall HHI or its employees, officers and/or directors be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits), with regards to this Agreement. Reseller Agrees that HHI, its employees, officers and directors shall not be liable to Reseller for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the performance and/or nonperformance of this agreement, in an aggregate amount in excess of the total amount actually paid by Reseller to HHI within the six (6) month period prior to the event giving rise to the damages. No terms of this agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than Reseller and HHI. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

8.10. **Injunctive Relief.** If a breach or threatened breach of the sections outlined within this document, it is understood that HHI would not have an adequate remedy at law through monetary damages. Therefore, HHI shall be entitled to seek injunctive relief and other equitable remedies. The mention of any specific remedy herein should not be construed as a waiver of, or restriction on, any other available remedies for breach or threatened breach. Furthermore, any inaction, delay, waiver, or failure by HHI to enforce its rights or demand compliance from the Reseller does not waive any provision of this Agreement and does not limit HHI's right to enforce all provisions of the agreement.

8.11. **Warranty Disclaimer.** HHI Disclaims all warranties, both express and implied, including without limitation, implied warranties of merchantability or fitness for a particular purpose, as well as any other warranties arising under law, course of dealing, trade custom, or otherwise.

8.12. **Non-Disclosure.** Notwithstanding anything herein to the contrary, it is hereby agreed that no party hereto shall disclose any terms of this Agreement to any third party, other than to such party's representatives, attorneys, agents, accountants or potential investor in the party or its Affiliates with a legitimate need to know such information, but in each case only under an obligation of strict confidentiality with the purpose of enforcing such party's rights hereunder or other legitimate purpose, or as required by any law, rule or regulation (including security exchange regulation).



8.13. **Non-Disparagement.** Reseller agrees that under no circumstances will it disparage HHI, its brand partners, products, or any third party known by Contributor to do business with the Company. “Disparage” shall include making any negative statements, reviews, comments, or feedback, whether written or oral. This will include all written or electronic communication including but not limited to TikTok, X (formerly Twitter), Facebook, YouTube, Snapchat, Instagram, Threads, and all additional publicly facing platforms.

8.14. **Entire Agreement.** This agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes and replaces any prior agreements entered into between the parties or other communications relating to the subject matter hereof and all such prior agreements or communications are hereby canceled and terminated.

IN WITNESS WHEREOF, this Agreement has been executed as of this _____ day of _____, 202__

Reseller

NAME: _____

TITLE: _____

BY: _____

Holistic Health International, LLC

NAME: _____

TITLE: _____

BY: _____

