

## RAW-NATION REQUIRED GUIDELINES

Vibrant Life LLC (d/b/a Raw-Nation) has formulated policies to ensure that purchasers of Raw-Nation's products follow specific guidelines for resale of Raw-Nation's products. Raw-Nation sells products via websites, brick and mortar, magazines, catalogs and health care professionals. The Internet policies set forth below are required to be followed by all Resellers (as hereinafter defined) of our products to properly develop and promote the online distribution of Raw-Nation's products in the professional marketplace, to support our commitment to the professionally supervised use of Raw-Nation's products and to maintain Raw-Nation's reputation for high quality products. Compliance with the below policies is a condition to the re-sale of Raw-Nation products, and your agreement to such policies must be acknowledged by signing at the bottom of this document.

1. Raw-Nation's customers, resellers or distributors who would like to sell or list Raw-Nation's products via the Internet, magazines, catalogs or brick and mortar or place Raw-Nation's copyrighted material on a web site or any other material (hereinafter, "Resellers") must submit the URL pages (for web sites) or a copy of printed material (for catalogs, magazines, brick and mortar) for review by Raw-Nation and obtain Raw-Nation's written approval (which may be given or withheld in our sole discretion) prior to selling or listing Raw-Nation's products via the Internet, magazines, catalogs and brick and mortar. Following initial approval by Raw-Nation, a Reseller may modify its web site without obtaining subsequent approval from Raw-Nation provided that Raw-Nation shall have the right to disapprove web site, magazine, catalog or brick and mortar modifications and require changes it deems necessary, in its sole discretion, to promote Raw-Nation's image and brand, and to maintain high standards in the marketing of Raw-Nation products by Internet, magazines, catalogs and brick and mortar Resellers. Raw-Nation reserves the right, in its sole discretion, to suspend or terminate any Reseller.

2. Raw-Nation will approve sales of Raw-Nation products only from a web site operated exclusively under the Raw-Nation Reseller's name or web site domain. Raw-Nation's Reseller's web site shall prominently display the Reseller's contact information, including at a minimum the Reseller's name, address, phone number, and e-mail address.

3. Sales of Raw-Nation products or display of Raw-Nation's copyrighted and/or trademarked materials on eBay, Amazon or other online auction web sites is strictly prohibited.

4. Raw-Nation's USA Resellers may sell products outside the USA, but only with the prior written consent from Raw-Nation. The following statement must appear clearly and conspicuously on a Reseller's web site listing or selling Raw-Nation products, or containing information about Raw-Nation products: **"We offer Raw-Nation products to users in the United States of America only."**

5. Sales of Raw-Nation products over the Internet, magazines, catalogs and brick and mortar shall be at prices no lower than Raw-Nation's suggested retail prices. Suggested retail prices must be clearly posted online, printed in magazines or catalogs and brick and

mortar, and Resellers may not employ personalized promotional discount coupons or volume discounts, having the effect of reducing the prices charged for Raw-Nation products below suggested retail prices.

6. From time to time, Raw-Nation may offer special promotions, which may be extended to Resellers' Internet, magazine, catalog or brick and mortar sales.

7. Raw-Nation's reputation for high quality, sustainably harvested, organic, raw and wild harvested products for men and women is embodied in its trademarks, logos and copyrighted marketing materials. An approved Internet Reseller may use and refer to Raw-Nation's name, trademarks, logos and slogans (collectively "trademarks") solely to distinguish Raw-Nation's products in connection with the Reseller's authorized sales of those products, provided that the Reseller complies with the following restrictions:

- (a) **Raw-Nation's trademarks may not be altered in any way;**
- (b) **No Raw-Nation trademark may be used as all or part of any Reseller's domain name, company name or trade name;**
- (c) **No Raw-Nation trademark or any other mark may be used so as to cause confusion about the origin of Raw-Nation products or to lead the viewer to believe that Raw-Nation's and Reseller's relationship is anything other than that of independent parties; and**
- (d) **No Raw-Nation trademark may be used so as to dilute, defame, disparage or harm Raw-Nation's reputation.**
- (e) **Re-sellers strictly prohibited from bidding and/or buying Raw-Nation trademarks as keywords on any search engine websites.**

An approved Internet Reseller must adhere to Raw-Nation's Corporate Identity Usage Guidelines and must state on the Reseller's web site that Raw-Nation is the owner of the Raw-Nation trademarks and that the Reseller is using Raw-Nation's trademarks with the permission of Raw-Nation. Raw-Nation shall retain sole ownership rights to the trademarks, and the Reseller shall not acquire any right to Raw-Nation's trademarks or any intellectual property of Raw-Nation by their use. Raw-Nation's trademarks may be used only to the extent specified herein, and Raw-Nation may revoke any license to use Raw-Nation's trademarks or other intellectual property at any time for any reason, and at such time, the use of such trademarks or other intellectual property by such Reseller shall cease immediately.

In addition, failure to comply with these policies may, at Raw-Nation's sole option, result in restrictions and/or conditions being placed on the Reseller's account, up to and including account closure.

It is the responsibility of any authorized distributors who represent and sell Hot Rawks directly to get this MAP agreement signed by their online resellers and vendors, and they must keep on file all signed MAP agreements from each account.

Questions concerning these policies should be directed to Administration at Raw-Nation.

Please sign below to acknowledge your agreement to comply with these policies and to be bound thereby and return to Administration, Raw-Nation PO Box 38201, Greensboro, NC 27438. The signed policy may be faxed to 336.664.9306 with the original returned by mail. You acknowledge that Raw-Nation reserves the right to enforce the terms of this policy by any means available at law.

Agreed To and Accepted  
On: \_\_\_\_\_

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print Name and Title of Signatory*

\_\_\_\_\_  
*Name of Reseller*

\_\_\_\_\_  
*Telephone Number* *Raw-Nation Account Number*

\_\_\_\_\_  
*Print Name of Person overseeing Web Site Person's Email Address*  
<http://> \_\_\_\_\_  
*Web Site Address (URL)*

\_\_\_\_\_  
*Print Name of Person's overseeing Magazine, Catalog, Brick and Mortar Person's Email Address*

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