

Resale Policy for Source Naturals® and Planetary Herbals® Products

Threshold Enterprises, Ltd. (“Threshold”) hereby adopts this Resale Policy for Source Naturals® and Planetary Herbals® Products (this “Policy”) and requires that each person, firm or entity (as applicable, a “Reseller”) who obtains Source Naturals® and Planetary Herbals® Products (the “Products”) comply with this Policy. Accordingly, effective immediately, the terms of this Policy are incorporated into and are in addition to any and all terms and conditions between Threshold and any Reseller with respect to Reseller’s purchase or sale of the Products.

1. Sales to End Users Only.

Unless otherwise agreed with Threshold in writing, Reseller may only purchase Products for resale to consumers and end user customers and Reseller may not resell Products to any distributors, wholesalers, dealers, brokers, middlemen, traders, exporters, or jobbers, or for any other further distribution in any manner, whether in the United States or in any other country. Any Reseller authorized by Threshold in writing to sell to further resellers or distributors shall ensure in writing that further resellers and distributors are obligated to comply with this Policy. Such writing shall be provided to Threshold for Threshold’s written approval.

2. No Sales to Online or Third-Party Marketplaces.

Unless otherwise explicitly and specifically authorized in writing by Threshold, selling on third-party marketplaces in the United States or in any other country (e.g., Amazon, eBay, Walmart, etc.), dropship accounts (e.g., Wish.com, Jet.com, etc.) or classified sites (e.g., Craigslist, Facebook Marketplace, etc.) is strictly prohibited. Reseller may not advertise or sell the Products on the Amazon marketplace or any third-party owned or operated online marketplace. Any Reseller authorized by Threshold in writing to sell to further resellers or distributors shall ensure that further resellers and distributors are obligated not to sell on Amazon or any other third-party online marketplace.

3. Labeling.

Reseller agrees to preserve any labels, tags, serial numbers, lot numbers or other label information affixed by Threshold to the Product (or within Product packaging) in the form affixed by Threshold and to ensure that the same are not removed, modified, altered or obscured in any way.

4. Maintain Accurate Information.

Reseller shall:

- A. Maintain proper use of all Threshold trademarks.
- B. Sell the Product only in its original packaging.
- C. Not duplicate or develop different Universal Product Codes (“UPCs”) for any Products.

5. No Bundling.

Reseller may not package or bundle any Product with any other products or materials to create a package or bundle with a UPC code different from the original Product without Threshold’s written pre-approval.

6. Report Unauthorized Resellers.

If Reseller has information, or reasonably suspects, that any person is purchasing and reselling or distributing Products without Threshold’s authorization, Reseller must promptly notify Threshold in writing.

7. Provide Information, Documents and Reports.

Reseller must provide Threshold with any supplemental information, documents and reports that Threshold may request in order to validate compliance with this Policy, and Reseller must cooperate with any and all inquiries and investigations of Threshold related to this policy.

8. Enforcement: Failure to comply with any term in this policy will be subject to enforcement actions at Threshold’s discretion including but not limited to:

- A. Loss of authorization to sell Threshold’s Products and/or Products online.
- B. Loss, termination or non-renewal of discounts or other incentives from Threshold.
- C. Suspension of shipments.
- D. Permanent termination of account with Threshold.

- E. Collection by Threshold of any and all damages to Threshold or any of Threshold's authorized customers.
- F. Other actions by Threshold as permitted by law.

9. Waiver and Modification

Threshold will interpret any violations of this policy in its sole discretion. No failure or delay of enforcing this policy shall be deemed a waiver of any Threshold right. Threshold reserves the right to modify this policy at any time, and such modifications shall be effective immediately upon posting to Threshold's website.