

# MD Nutraceutical Authorized Reseller Purchase Agreement

MD NUTRACEUTICAL (MDN) has established these Authorized Reseller Purchase Terms and Conditions (the “Terms”), which apply to all authorized resellers of ReiSHE™ in the United States.

By purchasing ReiSHE™ from MDN for retail sale, you (“Reseller”) agree to adhere to the following terms.

1. **Manner of Sale.** Reseller shall sell the ReiSHE™ only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in MDN’s immediate termination of Reseller’s Account. MDN reserves the right to reject any order for any reason.
  - 1.1. Reseller shall sell ReiSHE™ solely to end users of the ReiSHE.
  - 1.2. Reseller shall not sell any ReiSHE™ outside the United States
  - 1.3. Reseller shall not market or offer for sale the ReiSHE™ on any third-party marketplace sites (e.g., Amazon), drop-ship accounts or via social media or Internet forums without the prior written consent of MDN.
2. **Product Inspection.** Reseller shall inspect ReiSHE™ upon receipt and during storage for damage, defect, evidence of tampering or any issues that may arise from shipping. If any defect is identified, reseller must report the defect to [sales@ReiSHEherbal.com](mailto:sales@ReiSHEherbal.com) immediately.
3. **Product Storage and Handling.** Reseller shall store the ReiSHE™ in a cool, dry place, away from direct sunlight, extreme heat, and dampness.
4. **Alterations Prohibited.** Reseller shall sell ReiSHE™ in the original packaging, with all seals intact. Relabeling or repackaging is prohibited.
5. **Customer Service.** Reseller must be available to respond to customer questions both before and after sale of the ReiSHE™. Reseller must represent the ReiSHE™ in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of MDN.
6. **Use of MDN Intellectual Property.** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use MDN Trademarks solely for purposes of marketing and selling the ReiSHE™ as set forth herein, and this license shall cease immediately upon termination of Reseller’s Account.
7. **Miscellaneous.** The Terms and any dispute arising under the Terms shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland, without regard to its choice of law rules.
8. **UMRP Policy:** MDN has a Unilateral Minimum Resale Price Policy that applies to all resellers of MDN ReiSHE™ located within the United States. It is a violation of this Policy for a reseller to sell any MDN Product(s) at a price lower than the UMRP. MDN reserves the right to terminate its business relationship with any Reseller that has violated the provisions of this Policy
9. **Payment:** Orders must be prepaid and full payment must be made by the Reseller ten (10) days upon receipt of the invoice through PayPal

Description of Goods	Minimum Quantity	Wholesale Price	Retail Price
ReiSHE™ 120 Caps	12	\$48	\$80
ReiSHE™ 120 Caps	48	\$40	\$80
ReiSHE™ 40 Caps	12	\$15	\$30

**10. This RESALE AGREEMENT is made effective as of \_\_\_\_\_ by and between:**

THE RESELLER:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Agreed and accepted by

Signature: \_\_\_\_\_

Name: Young J. Lee, M.D.  
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