



Ceutamed Worldwide, LLC
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Ceutamed Worldwide, LLC Internet Policy

Effective Dates: Updated January 1, 2010 Until further notice
Affected Customers: Customers with Web Sites selling to End-users

Suggested Retail Pricing

The Suggested Retail Pricing Policy of Ceutamed Worldwide, LLC / Greens First product line is for all of its customers selling its professional line of products on-line to sell such products at or above the suggested retail prices. Any advertisements, discounts, rewards programs, coupons, special offers, sales, promotions, etc. must explicitly state “Not valid on Greens First products” and products must check-out at or above suggested retail pricing.

Private patients being treated by the practitioner may be given a private patient discount provided the discount is given to the patient in the practitioner’s office. Discounts or any word implying a discount, special, sale, coupon, etc., may not be provided to any patient / customer via broadcast e-mail, must not be shown on any Web site or search engine landing page and must not be made available to anyone other than the practitioners’ private patients while in the practitioner’s office. If a practitioner is found to have e-mailed anyone, used a Web site or search engine landing page to discount the Greens First Products or use a word implying a discount, special, sale, coupon, etc. the option to purchase Greens First Products will be revoked. Continued or repeated violations will result in account termination.

Ceutamed Worldwide, LLC neither seeks nor will accept any assurances from any customer that it will not deviate from this Suggested Retail Pricing Policy. The suggested retail prices set forth are unilaterally set by Ceutamed Worldwide, LLC and are not open to discussion or negotiation with any of its customers.

Ceutamed Worldwide, LLC reserves the right not to sell or supply any products to any customer that is affiliated with a Web site that violates this Suggested Retail Pricing Policy.

Any reference or inference at all to discounts, price reductions, special call-in pricing, coupons, price-matching policies or any other special promotion or offer on Greens First products will be deemed to be violations of this policy and grounds for immediate suspension of Customer’s account(s).

For customers with Greens First.com or First Shake.com Web sites, discounts can NOT be available. Visitors to the Web site can only purchase Greens First products at Suggested Retail Price. This is in keeping with the availability of discounts which may be offered in practitioners’

offices but not available to patients or the general public via the Internet.

Affiliate Programs

Greens First products may not be offered as part of an affiliate program other than as allowed on the Ceautamed Worldwide, LLC sanctioned and customer owned Greens First.com or First Shake.com Web sites.

Third-Party Sites

Ceautamed Worldwide, LLC policy is for all of its customers selling its Greens First products on-line to sell on (Greens First.com or First Shake.com) customer-owned sites only. Ceautamed Worldwide, LLC does not authorize or permit sales of its professional lines of products on third-party-facilitated sites (e.g., Amazon.com, eBay, etc.). Ceautamed Worldwide, LLC reserves the sole right to promote & sell the Greens First line of products on any third-party site. Ceautamed Worldwide, LLC reserves the right not to sell or supply any products to any customer that is found to be selling Greens First products on third-party-facilitated sites.

Competing Products

Ceautamed Worldwide, LLC policy for all customers that offer Ceautamed Worldwide, LLC/Greens First products on any customer owned (Greens First.com or First Shake.com) or non customer owned Web site is that they NOT offer any other nutritional products that competes with any of the Greens First product line. Ceautamed Worldwide, LLC has adopted a zerotolerance approach on this policy. The decision of “competing products” are unilaterally determined by Ceautamed Worldwide, LLC and are not open to discussion or negotiation with any of its customers. Ceautamed Worldwide, LLC may in its sole discretion revise or eliminate this policy at anytime.

Use of Trademarks

Customer shall not have the right to affix any of the Trademarks to any product or other material conveyed to anyone other than via the Internet in the manner described in this Policy. Customer agrees to use the symbols TM and ®, as appropriate, when displaying the Trademarks, which is intended to indicate Ceautamed Worldwide, LLC/Greens First’ ownership of the Trademarks and shall not be construed as a claim to ownership by Customer. Customer's use of the Trademarks must be accompanied by a statement substantially as follows: **“[Insert the trademark(s)] are trademarks of Ceautamed Worldwide, LLC/Greens First and are used with permission.”** Customer must also include on all pages that reflect Ceautamed Worldwide, LLC/Greens First products on Customer’s Web site a statement substantially as follows: **“This site is not owned or operated by Ceautamed Worldwide, LLC/Greens First.”**

Any use of the Trademarks by Customer in accordance with this Policy shall inure to the benefit of Ceautamed Worldwide, LLC/Greens First. The Trademarks are solely and exclusively the property of Ceautamed Worldwide, LLC. Customer shall not have any ownership right, title, or interest, express or implied in the Trademarks.

Customer shall not use the Trademarks except in a form, context, and location that is acceptable to Ceautamed Worldwide, LLC. Ceautamed Worldwide, LLC may review Customer’s Web site at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled by Ceautamed Worldwide, LLC/Greens First, even if Ceautamed Worldwide, LLC has previously approved or accepted Customer’s Web site or the material displayed thereon. Ceautamed Worldwide, LLC may require Customer to make changes to Customer's Web site at any time to the extent Customer is using the Trademarks in a manner that

violates applicable FDA or FTC regulations, any other applicable laws or regulations, or Ceautamed Worldwide, LLC policies.

Customer may not use any Ceautamed Worldwide, LLC/Greens First product names, i.e., “Greens First” trademarks or copyrights as part of a URL (Universal Resource Locator), secondary level domain name, key words or file names.

Disease Claims

In an effort to protect you and us from potential legal liability due to the clear requirements of the Food and Drug Administration with regard to disease claims being associated with dietary supplements and medical foods, Ceautamed Worldwide, LLC/Greens First products may not be displayed or mentioned within two clicks of any disease claims. Ceautamed Worldwide, LLC may review Customer’s Web site at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled Ceautamed Worldwide, LLC in association with any disease claims, even if Ceautamed Worldwide, LLC has previously approved or accepted Customer’s Web site or the material displayed thereon. Ceautamed Worldwide, LLC may require Customer to make changes to Customer's Web site at any time to the extent Customer is using the Trademarks in a manner that violates applicable FDA or FTC regulations, any other applicable laws or regulations, or Ceautamed Worldwide, LLC policies.

Logos

All Ceautamed Worldwide, LLC/Greens First Product Line logos may be used only in the special form supplied by Ceautamed Worldwide, LLC for use on the Internet; neither the file name nor the name of the image may be changed or modified from the original form supplied by Ceautamed Worldwide, LLC. It may be accompanied by a statement indicating “**I (We) proudly offer [insert Greens First Company Logo] products.**” No other statements may be affiliated with use of the logo.

Miscellaneous

Ceautamed Worldwide, LLC may, in its sole discretion, revise or eliminate this Policy at any time. Ceautamed Worldwide, LLC may also terminate Customer's non-exclusive, limited license to use the Trademarks at any time in its sole discretion upon written notice.

Any failure or delay by Ceautamed Worldwide, LLC in enforcing any provisions of this Policy or any of Ceautamed Worldwide, LLC rights in any of the Trademarks shall in no way be considered a waiver of such provisions or rights and shall in no way prevent Ceautamed Worldwide, LLC from enforcing the same at a later date.

Violations of Policy

All Customers who violate this Policy will receive ten (10) days' advance written notice from Ceautamed Worldwide, LLC that they are in violation of the Policy and therefore will no longer be able to purchase the Products after the end of the ten (10) day notice period. After the notice period, Customer will no longer be able to purchase the Products and Customer will no longer be authorized to use the Trademarks on Customer's Web site or in any other manner on the Internet. After the notice period, Customer will be required to immediately cease all use of the Trademarks on Customer's Web site or in any other manner on the Internet. Customers that correct their Web site to bring it into compliance with this Policy should promptly notify Ceautamed Worldwide, LLC. Ceautamed Worldwide, LLC will then review Customer's Web site. If Ceautamed Worldwide, LLC determines Customer has brought his or her site into compliance with this Policy, Customer's account will be reactivated so Customer may purchase the Products and use the Trademarks on Customer's Web site in accordance with this Policy. Ceautamed Worldwide, LLC has adopted zero tolerance approach to this policy.

Customer acknowledges that upon any subsequent breach of any provision of this Agreement, Ceautamed Worldwide, LLC may terminate Customer's account without notice. Once Customer has fallen out of compliance with this policy in any way and has received any written notice from Ceautamed Worldwide, LLC, then upon any subsequent Ceautamed Worldwide, LLC reserves the right to immediately terminate the Customer. In the event that Customer desires to sell Greens First products to Customer's patients on the Internet subsequent to termination, then Customer shall be required to subscribe to Greens First.com. Customer will solely be responsible for all Greens First.com fees.

Further Rules & Regulations

Q. Can I offer discounts to existing customers?

A. Ceautamed Worldwide, LLC policy is that discounts on Ceautamed Worldwide, LLC/Greens First products may only be offered to private patients being treated by the practitioner in the practitioner's office, not to patients or the general population who go to the practitioner's Web site on-line.

Q. Can I offer "buy 10, get 10% off" or "orders over \$300 will receive 15% off" type discounts on the web.

A. Such actions would be contrary to Ceautamed Worldwide, LLC retail pricing policy.

Q. Can I "bundle" two-four different products together and sell them for less than the Suggested Retail Price?

A. Under Ceautamed Worldwide, LLC policy, bundled product prices on the web must add up to (or be above) the combined Suggested Retail Price of the individual products.

Q. Can I purchase a sponsored ad on a search engine under "Greens First"?

A. Such actions would not be contrary to Ceautamed Worldwide, LLC policy, provided the ad does not mention the availability of special pricing, sales, discounts, etc, and the customer does NOT offer any competing products to the Greens First product line on the listed Web site.

Q. Can I indicate that I carry Greens First products if I don't list the prices and have customers call-in or e-mail me for pricing?

A. Ceautamed Worldwide, LLC policy is that information on the pricing of its products should be listed up front and comply with the Suggested Retail Price portions of this policy.

Q. Can I advertise "behind the scenes" discounts or specials through my e-mail newsletters?

A. Ceautamed Worldwide, LLC policy is that discounts on Greens First products may only be offered to private patients/customers being treated by the practitioner in the practitioner's office, not to the general population or patients who go to the practitioner's Web site or on an e-mail list.

Q. Can I offer discounts to my patients' family members, referrals, existing customer and/or email Subscribers on the web?

A. Such actions would be contrary to Ceautamed Worldwide, LLC policy. No discounts are allowed on the web.

Q. What are the consequences if I fail to abide by Ceautamed Worldwide, LLC retail pricing policy?

A. Ceautamed Worldwide, LLC reserves the right to terminate customers who fail to comply with Ceautamed Worldwide, LLC sales policies on 10 days' written notice.