



AUTHORIZED SALES CHANNELS

Authorized Reseller & Brand Protection Agreement

Exhibit to the 33Vitam Wholesale Distribution Agreement

Distribution Company	33Vitam
Business Address	Hanover, Maryland, USA
Contact Email	accountmanager@33vitam.com
Website	www.33vitam.com

1. Purpose

This Agreement establishes the sales-channel requirements and brand-protection standards applicable to customers purchasing products from 33Vitam. Its purpose is to protect brand integrity, authorized distribution relationships, product presentation, and the approved retail channels of the products supplied by 33Vitam.

2. Authorized Sales Channels

Customer may resell products purchased from 33Vitam only through sales channels that are authorized by 33Vitam and, where applicable, by the manufacturer or brand owner.

Unless expressly approved in writing, the following channels are prohibited:

- Amazon Marketplace and Amazon third-party seller accounts
- eBay and other third-party auction or marketplace platforms
- Walmart Marketplace
- Facebook Marketplace and similar peer-to-peer marketplaces
- Other third-party marketplaces or platforms not approved in writing
- Unauthorized dropshipping arrangements
- Any downstream sale intended to supply a prohibited marketplace or unauthorized online seller

Approved channels may include the customer's own brick-and-mortar retail location, its own independently operated website, approved B2B accounts, and other channels specifically authorized in writing by 33Vitam and/or the applicable brand.

3. No Unauthorized Diversion

Customer agrees not to intentionally divert, transfer, or resell products purchased from 33Vitam to an unauthorized reseller, distributor, marketplace seller, or other party when Customer knows or reasonably should know that the products will be sold through a prohibited or unauthorized channel.

4. Authorized Reseller Status

Customer agrees to represent products accurately and to market and sell products only in a manner consistent with the applicable manufacturer's or brand owner's requirements. Purchase of products from 33Vitam does not grant Customer ownership of, or unrestricted rights to use, any manufacturer's trademarks, copyrighted materials, proprietary content, or other intellectual property.

5. Product Integrity & Brand Protection

- Products must be sold in their original condition and packaging unless the applicable brand has expressly authorized otherwise.
- Customer may not counterfeit, relabel, repackage, materially alter, tamper with, or misrepresent products.
- Customer may not remove or obscure manufacturer labels, serial numbers, lot numbers, expiration dates, UPCs, or other identifying information.
- Customer may not create misleading product listings, advertisements, claims, or representations about a brand or product.
- Customer must store and handle products in a manner reasonably appropriate for the product category and consistent with applicable manufacturer requirements.
- Customer must promptly notify 33Vitam of suspected counterfeit products, unauthorized diversion, or material brand-policy violations.

6. Brand & MAP Policy Compliance

Certain manufacturers and brand owners may maintain Minimum Advertised Price (MAP) policies or other channel policies. Customer acknowledges that it may be required to comply with applicable brand policies as a condition of authorized distribution. Any MAP policy is established and enforced by the applicable brand or manufacturer and remains subject to applicable law.

Nothing in this Agreement is intended to require or encourage any resale price that would violate applicable competition or antitrust laws.

7. Compliance & Verification

33Vitam may request reasonable information from Customer concerning sales channels, websites, storefronts, or downstream distribution when reasonably necessary to verify compliance with this Agreement or an applicable brand policy. Customer agrees to cooperate in good faith with reasonable compliance inquiries.

8. Violations & Remedies

A material violation of this Agreement may result in suspension of purchasing privileges, cancellation or withholding of pending orders, removal of authorization for specific sales channels, termination of the Customer's wholesale relationship, or other remedies available under the parties' applicable agreements and law.

33Vitam will evaluate alleged violations based on the available facts and applicable contractual and legal requirements.

9. Customer Acknowledgment

By signing below, Customer acknowledges that it has read, understands, and agrees to comply with the Authorized Sales Channels and Authorized Reseller & Brand Protection requirements set forth in this Agreement.

CUSTOMER / AUTHORIZED RESELLER	33VITAM
Company Name: _____	Authorized Representative: _____
Authorized Representative: _____	Name / Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Important: This document is a business template and is not legal advice. Before using it with customers, have a qualified attorney review the provisions for your applicable state(s), especially the sales-channel, MAP, termination, and competition-law language.