



Dear Retailer,

At All-One-God-Faith, Inc. dba Dr. Bronner's ("Dr. Bronner's"), we are committed to you—the retailer partners that help our company satisfy customer needs and deliver only the purest organic and fair trade products. To protect our brand and the integrity of our authorized distribution channels in the United States, Dr. Bronner's is announcing and implementing a U.S. Authorized Seller Program for the Dr. Bronner's brand, effective August 1, 2022.

Among other benefits, our Authorized Seller Program will ensure that sellers of Dr. Bronner's products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brand. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged, diverted, or otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **Dr. Bronner's Authorized Retailer Policy for the United States ("Authorized Retailer Policy")**, which is attached for your review.

**You are expected to comply with the terms of the enclosed Authorized Retailer Policy to remain an "Authorized Retailer" of our products. The key features of the Authorized Retailer Policy are noted below:**

- **Where and to Whom You May Sell Dr. Bronner's Products:** Dr. Bronner's is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of Dr. Bronner's products to unauthorized sellers. To this end, the Authorized Retailer Policy requires that you sell Dr. Bronner's products solely to end users and not to persons or entities who intend to resell Dr. Bronner's products. In addition, you may not market for sale or ship Dr. Bronner's products outside of the United States without our prior written consent.
- **Online Sales Restrictions:** The Authorized Retailer Policy restricts the manner in which you may sell Dr. Bronner's products online. Specifically, if you wish to sell Dr. Bronner's products online, you must follow our **Dr. Bronner's Online Sales Guidelines** and limit online sales to your own proprietary website unless you have received Dr. Bronner's separate written consent to sell elsewhere. You may not sell Dr. Bronner's products as a third-party seller on marketplace websites such as Amazon, eBay, Facebook Marketplace, Google Shopping, Kroger Marketplace, Target+, or Walmart Marketplace, without prior written consent from Dr. Bronner's. Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase Dr. Bronner's products have the best experience possible, the Authorized Retailer Policy outlines our expectations for the service you will provide to your customers. The Authorized Retailer Policy also describes certain steps you must take to maintain the quality of Dr. Bronner's products until they reach end users.

Finally, Dr. Bronner's has updated its unilateral Minimum Resale Price Policy ("MRP Policy"), which applies to all authorized sellers of Dr. Bronner's products in the United States. A copy of the MRP Policy, which will be effective on August 1, 2022, is attached for your review and reference. If you have any questions regarding the MRP Policy, please contact us at [Mapadmin@drbronner.com](mailto:Mapadmin@drbronner.com).

Thank you for your careful attention to the attached documents and for your continued support of Dr. Bronner's and the Dr. Bronner's brand. If you have any questions regarding the Authorized Retailer Policy or Authorized Seller Program, please contact us at [salesadmin@drbronner.com](mailto:salesadmin@drbronner.com).

Sincerely,

All-One-God-Faith, Inc. dba Dr. Bronner's



**DR. BRONNER'S AUTHORIZED RETAILER POLICY FOR THE UNITED STATES**  
**Effective Date: August 1, 2022**

This Dr. Bronner's Authorized Retailer Policy for the United States ("Retailer Policy") is issued by All-One-God-Faith, Inc. dba Dr. Bronner's ("Dr. Bronner's") and applies to Authorized Retailers of Dr. Bronner's products ("Product(s)") in the United States of America. By purchasing products from Dr. Bronner's for retail sale, you ("Retailer") agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer agreement between you and Dr. Bronner's and supersedes any prior Internet Agreement on Dr. Bronner's terms. Until such status is otherwise revoked by Dr. Bronner's, in Dr. Bronner's sole and absolute discretion, Retailer shall be considered an "Authorized Retailer." Dr. Bronner's may review Retailer's activities for compliance with this Retailer Policy, and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is authorized to sell Products only to End Users in the United States. An "End User" is any purchaser of the Products who is the ultimate consumer or user of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, or promote the Products outside the United States of America without Dr. Bronner's prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (i) is operated by Retailer in Retailer's legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace; and
- (iii) is operated in compliance with the terms and conditions set forth in the Dr. Bronner's Online Sales Guidelines, attached as Exhibit A, as Dr. Bronner's may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Kroger Marketplace, Target+, and Walmart Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Dr. Bronner's.**

(c) Dr. Bronner's reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to offer for sale and sell Products on the Permissible Public Websites, and Retailer must cease all such offering for sale and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Dr. Bronner's and Retailer regarding the sale of the Products online. Any authorization previously granted to Retailer by Dr. Bronner's to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Retailer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Dr. Bronner's. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer's business and/or (b) related to the marketing and sale of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Dr. Bronner's or the Products. Retailer shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Retailer shall comply with the Dr. Bronner's Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as Dr. Bronner's may amend from time to time.

5. **Intellectual Property.**

(a) Retailer acknowledges and agrees that Dr. Bronner's owns all proprietary rights in and to the Dr. Bronner's brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Dr. Bronner's IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Dr. Bronner's IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Dr. Bronner's IP shall inure solely to the benefit of Dr. Bronner's.

(b) Retailer's use of the Dr. Bronner's IP shall be in accordance with any guidelines that may be provided by Dr. Bronner's from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Dr. Bronner's reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the Dr. Bronner's IP at any time, without limitation. In marketing the Products, Retailer shall only use images of Products either supplied by or authorized by Dr. Bronner's and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Retailer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Dr. Bronner's product name or trademark, nor a misspelling or confusingly similar variation of any Dr. Bronner's product name or trademark.

6. **Termination.** Dr. Bronner's reserves the right to terminate Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Dr. Bronner's Products or has any affiliation whatsoever with Dr. Bronner's; and (iii) using all Dr. Bronner's IP.

7. **Modification.** Dr. Bronner's reserves the right to update, amend, or modify this Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the Dr. Bronner's IP, or use of any other information or materials provided by Dr. Bronner's to Retailer will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Retailer Policy, and its attachments, constitute confidential, proprietary information of Dr. Bronner's and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Dr. Bronner's.

**EXHIBIT A**

**DR. BRONNER'S ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Dr. Bronner's or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Dr. Bronner's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Retailer's sale of the Products to Dr. Bronner's for review upon request. Retailer agrees to cooperate with Dr. Bronner's in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Dr. Bronner's.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

**EXHIBIT B**

**DR. BRONNER'S  
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Dr. Bronner's regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight. Store Products in sanitary conditions, away from any volatile chemicals, and in a pest-controlled environment. To the extent certain Products specify special storage conditions, such as temperature or humidity, suitable storage facilities shall be provided and controlled and special precautions taken for shipment.
2. All consumable Products ordered and delivered, including through the Permissible Public Website, must be transported to the End User in a way such that the integrity of the Products is not impaired and that temperature conditions are maintained per the Product packaging, particularly during the summer months of May through September. Where certain Products require transportation in cool conditions to ensure that the Product is not impaired (e.g., chocolate and melting), any chocolate Products must ship within two days and in temperature-controlled conditions to maintain the integrity of the Product.
3. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted without Dr. Bronner's prior written consent.
4. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging.
5. Do not resell any Product that has been returned.
6. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Dr. Bronner's at salesadmin@drbronner.com.
7. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by Dr. Bronner's and applicable law.
8. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
9. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Dr. Bronner's. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Dr. Bronner's reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Dr. Bronner's. Cooperate with Dr. Bronner's in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
10. Cooperate with Dr. Bronner's with respect to any Product tracking systems that may be implemented from time to time.
11. Cooperate with Dr. Bronner's with respect to any Product recall or other consumer safety information dissemination efforts.

12. Implement commercially reasonable loss prevention and anti-diversion measures.
13. Report to Dr. Bronner's any customer complaint or adverse claim regarding the Products and assist Dr. Bronner's in investigating any such complaints or adverse claims.
14. Cooperate with Dr. Bronner's in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.



**DR. BRONNER'S UNITED STATES OF AMERICA  
MINIMUM RESALE PRICE POLICY**

**Effective Date: August 1, 2022; Last Updated: December 9, 2024**

**1. Purpose**

There are certain advertising and sales practices that undermine the reputation, brand, goodwill, and premium image of All-One-God-Faith, Inc. dba Dr. Bronner's ("Dr. Bronner's") products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brand, we are implementing this unilateral United States of America Minimum Resale Price Policy ("Policy"), which applies to all third party authorized sellers ("Sellers") of our products selling to end user consumers in the United States. This Policy supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

**2. Covered Products**

This Policy applies to advertisements and the resale prices of our products listed on the Dr. Bronner's Minimum Resale Price (MRP) Schedule ("Covered Products"), the current version of which is attached. The MRP Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current MRP Schedule, but we will work to promptly notify Sellers when updates are made to it.

**3. The Minimum Resale Price**

The "minimum resale price" or MRP is the lowest price at which the Covered Product may be advertised or sold. We are solely responsible for (1) establishing the MRP for each Covered Product and (2) communicating this Policy to all Sellers (including via directing any distributors to pass down this Policy to their resellers). This Policy does not establish maximum advertised or resale prices. **While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise or sell any Covered Product at a price lower than the MRP unless otherwise stated herein.**

**4. Applicability of Policy**

This Policy applies to advertised prices, resale prices, and other pricing information for the Covered Products displayed in any type of media. This includes signage displayed within a brick-and-mortar selling location; pricing information displayed at the Final Online Checkout Stage (which is the price at which the consumer will purchase the Covered Product, typically when the Covered Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information of a transaction) and also includes, but is not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- outdoor signage
- websites
- blogs
- social media
- affiliate marketing networks/comparison shopping engines
- seller-initiated text messages or emails to customers or prospective customers
- mobile/smart phone applications
- banner ads
- online product ads
- paid search ads
- pay-per-click ads
- display ads
- mobile ads
- product listing ads
- sponsored links
- ads in any other media in a digital format that is conveyed via the Internet
- any other marketing or promotional materials, whether displayed online, through broadcast, or other media

## 5. Policy Violations

Violations of this Policy include, but are not limited to:

- A. Advertising or reselling the Covered Products below the MRP.
- B. Permitting any third-party to alter the advertised or resale price for any Covered Product.
- C. Direct or indirect attempts to circumvent this Policy.

It is not a violation to engage in the following, notwithstanding the prior prohibitions in Section 5:

- D. Customer-Initiated Solicitations for Price: That a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.
- E. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
- F. Local Promotional Deals and Flyers: Coupons or in-store promotions which result in a Covered Product being advertised or sold at a price lower than the MRP, provided such coupons or promotions (1) are advertised only in the Seller’s local market via print advertisements and not advertised via the internet or other electronic means; (2) cannot be combined with other promotional offers made by the Seller; (3) are limited in duration to one month or less (i.e. no more than 31 days) and are no more than ten weeks in duration in a calendar year; and (4) have an expiration date that is within one year from the first date of publication of the coupon or promotion.
- G. Applicability of Discount to Online Purchase: Coupons, promotions, or discounts which result in a Covered Product being advertised or sold at a price lower than the MRP, provided such coupons, promotions, or discounts (1) are advertised only in the Seller’s own authorized website (per Dr. Bronner’s U.S. Authorized Seller Program policies and other terms); (2) are not displayed in a manner that shows the amount of the coupon, promotion, or discount applicable to the Covered Product (including the application of it to the Covered Product); (3) are not displayed until the Final Online Checkout Stage (as defined above); and (4) are limited in duration to one month or less (i.e. no more than 31 days) and are no more than ten weeks in duration in a calendar year. This Section 5(G) is not in addition to any promotion eligible under Section 5(F) above; practices that do not violate this Policy in Sections 5(F) and 5(G) may run concurrently.
  - a. For example, Seller X would like to run a 20% promotion on the Covered Products on Seller X’s own ecommerce website. The promotion would take the Covered Products below their respective MRPs.
    - i. It would be permissible under this Policy for Seller X to advertise on Seller X’s website that the Covered Product is “on sale,” eligible for a “discount,” that a “discount will be applied during the transaction process,” or words of similar meaning so long as (i) the amount of the discount and (ii) the application of the discount are not displayed until the Final Online Checkout Stage.
    - ii. It would constitute a violation of this Policy for Seller X to advertise that the Covered Products are eligible for a “20% discount” at any point prior to the Final Online Checkout Stage. It would likewise be a violation for Seller X to apply the 20% discount to the Covered Products such that an advertised price lower than the MRP is displayed prior to the Final Online Checkout Stage.
    - iii. For clarity, in this example, Seller X is entitled to a total of 10 weeks per calendar year for promotions under Sections 5(F) and 5(G), and such promotions may run concurrently.

- H. Non-Instantaneous Loyalty Rebate: Consumer loyalty programs that reward purchasers with a rebate, so long as the rebate does not occur during the sale process, such as an instant rebate.
- I. Bundling: Bundling of Covered Products that results in pricing below the MRP.
- J. Non-Conforming Product: Advertising or selling the Covered Products below the MRP provided that Dr. Bronner's, in its sole and absolute discretion, has affirmatively identified the Covered Products as non-conforming and eligible for this exception. Non-conforming Covered Products include, but are not limited to, short-dated, old molds, and misprinted labels.

#### 6. This Policy Is Not an Agreement and Is Non-Negotiable

**This Policy is not an agreement between Dr. Bronner's and any other entity.** We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

#### 7. Noncompliance

We will take the following actions against any Seller that does not comply with this Policy:

**First Violation:** Written warning and a 30 day shipping hold. This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 30 day period.

**Second and Final Violation:** Termination of business relationship and revocation of "authorized" status. We will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an "authorized" Seller of our products.

We will enforce this Policy in our sole discretion and without notice. Sellers have no right to enforce this Policy.

#### 8. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller's compliance with the terms.

Any questions about this Policy should be sent in writing to our MRP Policy Administrator at Mapadmin@drbronner.com. We will not accept any other form of communication from Sellers regarding this Policy.

**DR. BRONNER'S MRP SCHEDULE**

**Effective July 1, 2024**

<b>COVERED PRODUCT</b>	<b>SKU</b>	<b>MINIMUM RESALE PRICE</b>
32oz. Almond Liquid Soap	0-18787-77132-7	\$16.67
32oz. Baby Liquid Soap	0-18787-77232-4	\$16.67
32oz. Citrus Liquid Soap	0-18787-77732-9	\$16.67
32oz. Eucalyptus Liquid Soap	0-18787-77332-1	\$16.67
32oz. Lavender Liquid Soap	0-18787-77432-8	\$16.67
32oz. Peppermint Liquid Soap	0-18787-77532-5	\$16.67
32oz. Rose Liquid Soap	0-18787-77832-6	\$16.67
32oz. Tea Tree Liquid Soap	0-18787-77632-2	\$16.67