



Dear Distributor,

At EarthKind, LLC (“EarthKind”), we are committed to you and your customers—the distributors and resellers that help our company satisfy customer needs and deliver effective botanical pest prevention products as an alternative to poisonous pest control. To protect our brands and the integrity of our authorized distribution channels in the United States, EarthKind is implementing a U.S. Authorized Seller Program for the EarthKind family of brands, effective December 15, 2023.

Among other benefits, our Authorized Seller Program will ensure that all sellers of EarthKind 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 brands. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you, your customers, and consumers through the sale of damaged, diverted, and otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **EarthKind, LLC Authorized Distributor Policy for the United States**, which is attached for your review. You are expected to comply with the Authorized Distributor Policy to be an “Authorized Distributor” of our products. The key features of the Authorized Distributor Policy are noted below:

- **Sales to Authorized Resellers:** You may sell EarthKind products only to customers who are classified as “Authorized Resellers.” To become and remain an Authorized Reseller, your customers will be required to abide by the **EarthKind, LLC Authorized Reseller Policy for the United States**. **To this end, we ask that you provide the attached “Authorized Reseller Packet” to your customers as soon as possible and to any new accounts in the future.** This packet contains: (1) a letter to your customers describing the Authorized Reseller Policy and the purposes of our Authorized Seller Program; and (2) the Authorized Reseller Policy.
- **Sales to End Users:** We understand that your business model also includes the advertising and sale of products to end-user consumers. **While the Authorized Distributor Policy prohibits sales to End Users without our consent, this letter constitutes our consent for you to continue those sales.**
- **Online Sales:** The Authorized Distributor Policy permits—and we encourage—distributors to use online order portals to facilitate orders from Authorized Reseller customers, as long as those portals require the customer to obtain an account and log in to view product listings and pricing information. **While the Authorized Distributor Policy states that distributors may not sell to end users through online platforms (including direct-to-consumer ecommerce websites and online marketplaces such as Amazon, eBay, and Walmart Marketplace), we grant our consent through this letter for you to sell our products through your own proprietary direct-to-consumer website, subject to the attached Online Sales Guidelines (a “Permissible Public Website”).** Sales on online marketplaces remain strictly prohibited without our consent.
- **Ensuring Product Quality and an Optimal Customer Experience:** To ensure that the customers who purchase EarthKind products have the best experience possible, the Authorized Distributor Policy outlines our expectations for the service you will provide to your customers. The Authorized Distributor Policy also describes certain steps you must take to maintain the quality of EarthKind products until they reach end users.

Thank you for your careful attention to the attached documents and for your continued support of EarthKind and the EarthKind family of brands. If you have any questions regarding the Authorized Distributor Policy or Authorized Seller Program, please contact us at customercare@earthkind.com.

Sincerely,

EarthKind, LLC

EARTHKIND, LLC ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by EarthKind or any third party.
2. Anonymous sales are prohibited. Distributor'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 EarthKind's request, Distributor 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 Distributor shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Distributor agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Distributor's sale of the Products to EarthKind for review upon request. Distributor agrees to cooperate with EarthKind in the investigation of any negative online review associated with Distributor's sale of the Products and to use reasonable efforts to resolve any such reviews. Distributor 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 Distributor to disclose identifying information about its customers to EarthKind.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Distributor 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.
7. Except where Distributor has entered into a drop-shipment arrangement with EarthKind whereby EarthKind ships Products on Distributor's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Distributor permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Distributor's.



EARTHKIND, LLC AUTHORIZED DISTRIBUTOR POLICY FOR THE UNITED STATES
Effective Date: December 15, 2023

This EarthKind, LLC Authorized Distributor Policy for the United States (“Distributor Policy”) is issued by EarthKind, LLC (“EarthKind”) and applies to Authorized Distributors of EarthKind products (“Product(s)”) in the United States of America. By purchasing Products from EarthKind for [retail sale to End Users (as defined below) and] distribution to Authorized Resellers (as defined below), you (“Distributor”) agree to adhere to the following terms. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and EarthKind. Until such status is otherwise revoked by EarthKind in EarthKind’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” EarthKind may review Distributor’s activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

1. Authorized Customers.

(a) Distributor is authorized to sell Products purchased from EarthKind only to Authorized Resellers in the United States. An “Authorized Reseller” is an individual or business entity that:

- (i) purchases Products from an EarthKind Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and abides by the EarthKind, LLC Authorized Reseller Policy for the United States (“Reseller Policy”); and
- (iii) has not had its Authorized Reseller status revoked by EarthKind or been identified by EarthKind as ineligible to become an Authorized Reseller.

(b) If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until EarthKind revokes such status. Authorized Resellers are determined by EarthKind in its sole discretion.

(c) Notwithstanding anything to the contrary in this Distributor Policy, Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to, Amazon, Groupon, Target, or Walmart.

(d) Distributor shall not sell Products to End Users without EarthKind’s prior written consent. An “End User” is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party.

(e) Distributor shall cease or suspend sales to any customer promptly upon request of EarthKind.

(f) Distributor shall not sell, ship, or promote the Products outside of the United States of America or to anyone Distributor knows or has reason to know intends to sell, ship, or promote the Products outside of the United States of America without EarthKind’s prior written consent.

(g) Distributor shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Reseller customers as requested by EarthKind from time to time.

2. Online Sales. Distributor shall not offer for sale or sell the Products on or through any Publicly Accessible Website without the prior written consent of EarthKind.

(a) A “Publicly Accessible Website” is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party online marketplace websites (including, but not limited to, Amazon, eBay, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without EarthKind's prior written consent.**

(c) A website operated by Distributor to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between EarthKind and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by EarthKind to sell the Products on or through a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** Distributor 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. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by EarthKind. Distributor shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Distributor's business and/or (b) related to the marketing and sale of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of EarthKind or the Products. Distributor shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Distributor shall comply with the EarthKind, LLC Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as EarthKind may amend from time to time.

5. **Intellectual Property.**

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

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

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

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

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

EXHIBIT A

**EARTHKIND, LLC
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by EarthKind 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.
2. 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.
3. 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, or other identifying information on Products or their packaging.
4. Do not advertise or resell as “new” any Product that has been returned opened or repackaged.
5. 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 EarthKind at customercare@earthkind.com.
6. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired or near expiration. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by EarthKind and applicable law.
7. 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.
8. 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 EarthKind. 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. EarthKind reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to EarthKind. Cooperate with EarthKind in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
9. Cooperate with EarthKind with respect to any Product tracking systems that may be implemented from time to time.
10. Cooperate with EarthKind with respect to any Product recall or other consumer safety information dissemination efforts.
11. Implement commercially reasonable loss prevention and anti-diversion measures.
12. Report to EarthKind any customer complaint or adverse claim regarding the Products and assist EarthKind in investigating any such complaints or adverse claims.
13. Cooperate with EarthKind 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.