



Dear Reseller,

At EarthKind, LLC (“**EarthKind**”), we are committed to you—the reseller partners 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 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 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 Reseller Policy for the United States**, which is attached for your review. You are expected to comply with the Authorized Reseller Policy to be an “Authorized Reseller” of our products. The key features of the Authorized Reseller Policy are noted below:

- **Permissible Customers:** EarthKind is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of our products to unauthorized sellers. To this end, the Authorized Reseller Policy requires that you sell EarthKind products solely to end users and not to persons or entities who intend to resell EarthKind products.
- **Online Sales:** Pursuant to the Authorized Reseller Policy, you may not sell EarthKind products online without EarthKind’s prior written consent. Please be advised this Letter constitutes EarthKind’s consent for you to market and sell Products through a “Replicated Website,” subject to and to the extent provided by the terms and conditions herein, and so long as your sales of EarthKind products through the Replicated Website comply with the [Online Sales Guidelines](#) attached hereto as **Exhibit A**, and you otherwise remain in compliance with the Reseller Policy. A “Replicated Website” is a website that relies on your Hardware Co-op Distributor’s B2B platform, includes your co-op’s branding, and utilizes template webpages (i.e., site layout and design, digital imagery, and site content provided by the Distributor). The various provisions in the Reseller Policy pertaining to such prohibition are deemed amended in order to effectuate such approval. Except to the extent necessary to grant you authorization in this Letter, or other authorizations granted in writing by EarthKind, the terms of the Reseller Policy remain unchanged and in full force and effect as written. **You remain prohibited from selling EarthKind products on or through any other website, online marketplace (including, but not limited to, Amazon, eBay, or Walmart Marketplace), mobile application, or other online forum without prior written consent from EarthKind.** If you wish to apply for permission to sell online in some other manner, please contact us at [customercare@earthkind.com](mailto:customercare@earthkind.com) for more information.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase EarthKind products have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers. The Authorized Reseller 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 Authorized Reseller Policy and for your continued support of EarthKind and the EarthKind family of brands. If you have any questions regarding the Authorized Reseller Policy or Authorized Seller Program, please contact us at [customercare@earthkind.com](mailto:customercare@earthkind.com).

Sincerely,

EarthKind, LLC

## **EXHIBIT A**

### **EARTHKIND, LLC ONLINE SALES GUIDELINES**

1. The Replicated Websites must not give the appearance that they are operated by EarthKind or any third party.
2. Anonymous sales are prohibited. Reseller's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Replicated Websites and must be included with any shipment of Products from the Replicated Websites or in an order confirmation email sent at the time of purchase.
3. At EarthKind's request, Reseller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Replicated Websites.
4. The Replicated Websites shall have a mechanism for receiving customer feedback and Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Reseller's sale of the Products to EarthKind for review upon request. Reseller agrees to cooperate with EarthKind in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews. Reseller 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 Reseller to disclose identifying information about its customers to EarthKind.
5. The Replicated Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Reseller shall be responsible for all fulfillment to its customers who order Products through Replicated Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Except where Reseller has entered into a drop-shipment arrangement with EarthKind or an EarthKind Authorized Distributor whereby EarthKind or the EarthKind Authorized Distributor ships Products on Reseller's behalf to customers who order Products through Replicated Websites, under no circumstances shall Reseller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Reseller's. Reseller shall disclose all drop-shipment arrangements to EarthKind upon request. EarthKind reserves the right to limit or prohibit drop-shipment arrangements.



## EARTHKIND, LLC AUTHORIZED RESELLER POLICY FOR THE UNITED STATES

Effective Date: December 15, 2023

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

1. **Authorized Customers.** Reseller 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 user of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, or promote the Products outside the United States of America without EarthKind’s prior written consent.

2. **Online Sales.** Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace), mobile application, or other online forum without the prior written consent of EarthKind, granted through execution by EarthKind of the EarthKind, LLC Authorized Online Seller Agreement. The terms of this Reseller Policy supersede any prior agreement between EarthKind and Reseller regarding the sale of the Products on or through websites, mobile applications, online marketplaces, and other online forums. Any authorization previously granted to Reseller by EarthKind to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Reseller 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. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by EarthKind. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller’s business and/or (b) related to the marketing and sale of the Products. Reseller 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. Reseller shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller 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) Reseller 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”). Reseller 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 Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the EarthKind IP shall inure solely to the benefit of EarthKind.

(b) Reseller’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, Reseller’s use or intended use of the EarthKind IP at any time, without limitation. In marketing the Products, Reseller 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) Reseller 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 Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of EarthKind Products or has any affiliation whatsoever with EarthKind; and (iii) using all EarthKind IP.

7. **Modification.** EarthKind may amend this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller'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 Reseller will be deemed Reseller'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](mailto: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.