



Dear Retailer,

At EarthKind, LLC (“**EarthKind**”), we are committed to you—the retailer 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, or otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **EarthKind, LLC Authorized Retailer Policy for the United States**, which is attached for your review.

You are expected to comply with the Authorized Retailer Policy to be an “Authorized Retailer” of our products. The key features of the Authorized Retailer 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, you may sell EarthKind products solely to end users and not to persons or entities who intend to resell EarthKind products.
- **Online Sales:** You may sell EarthKind products online through your own ecommerce website, provided that your website complies with our EarthKind, LLC Online Sales Guidelines. **You may not sell EarthKind products on any other website, including as a third-party seller on marketplace websites such as Amazon, eBay, or Walmart Marketplace, without prior written consent from EarthKind.** Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase EarthKind 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 EarthKind products until they reach end users.

To ensure that members of your retail cooperative/buying group are also made aware of our new policy, we ask that you provide a copy of this Authorized Retailer Packet to all members of your retail cooperative/buying group as soon as possible. This packet includes a copy of the Authorized Retailer Policy, and a cover letter explaining the policy and Authorized Seller Program.

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

Sincerely,

EarthKind, LLC



EARTHKIND, LLC AUTHORIZED RETAILER POLICY FOR THE UNITED STATES

Effective Date: December 15, 2023

This EarthKind, LLC Authorized Retailer Policy for the United States (“Retailer Policy”) is issued by EarthKind, LLC (“EarthKind”) and applies to Authorized Retailers of EarthKind products (“Product(s)”) in the United States of America. By purchasing Products from EarthKind for retail sale, you (“Retailer”) agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer agreement between you and EarthKind. Until such status is otherwise revoked by EarthKind, in EarthKind’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer.” EarthKind 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 user of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. 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 EarthKind’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 (including, but not limited to, Amazon, eBay, and Walmart Marketplace); and
- (iii) is operated in compliance with the EarthKind, LLC Online Sales Guidelines, attached as Exhibit A, as EarthKind may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of EarthKind.**

(c) EarthKind 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 EarthKind and Retailer regarding the sale of the Products online. Any authorization previously granted to Retailer by EarthKind 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 EarthKind. 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 EarthKind or the Products. Retailer shall not advertise Products not carried in inventory. Retailer shall only purchase Products from EarthKind.

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

5. **Intellectual Property.**

(a) Retailer 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”). Retailer 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 Retailer’s status as an Authorized Retailer. All goodwill arising from Retailer’s use of the EarthKind IP shall inure solely to the benefit of EarthKind.

(b) Retailer’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, Retailer’s use or intended use of the EarthKind IP at any time, without limitation. In marketing the Products, Retailer 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) Retailer 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 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 EarthKind Products or has any affiliation whatsoever with EarthKind; and (iii) using all EarthKind IP.

7. **Modification.** EarthKind may amend 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 EarthKind IP, or use of any other information or materials provided by EarthKind to Retailer will be deemed Retailer’s acceptance of the amendments.

EXHIBIT A

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. 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 EarthKind'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 EarthKind for review upon request. Retailer agrees to cooperate with EarthKind 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 at least one 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 EarthKind.
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.
7. Except where Retailer has entered into a drop-shipment arrangement with EarthKind whereby EarthKind ships Products on Retailer's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Retailer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Retailer's.

EXHIBIT B

**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.