



This Arcadia Consumer Healthcare Inc. Authorized Reseller Policy for the United States (“Policy”) is issued by Arcadia Consumer Healthcare Inc. (“Arcadia,” “we,” or “our”) and applies to Authorized Resellers of the Arcadia products sold under the brands listed at <https://arcadiach.com/authorized-seller-program/> (“Product(s)”) in the United States of America. By purchasing Products, you (“Reseller”, “you”, or “your”) agree to adhere to these terms and will be considered an “Authorized Reseller” unless and until such status is revoked by Arcadia in its sole and absolute discretion. This Policy supplements any then-current agreement between you and Arcadia related to the purchase and/or resale of the Products.

1. **Authorized Customers.** You are 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. You shall not sell or transfer Products to any person or entity you know or have reason to believe intends to resell the Products. You shall not sell, ship, or promote the Products outside the United States of America without our prior written consent.

2. **Online Sales.**

(a) You are authorized to offer for sale and sell Products through Permissible Public Websites. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by you in your 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);
- (iii) has been registered through the Authorized Reseller Website Registration Form found at <https://arcadiach.com/authorized-seller-program/>; and
- (iv) is operated in compliance with the Online Sales Guidelines attached as Exhibit A.

(b) **You 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 our prior written consent.**

(c) We reserve the right to terminate, at any time and in our sole discretion, our approval for you to offer for sale and sell Products on the Permissible Public Websites, and you must cease all such offering for sale and sales on the Permissible Public Websites immediately upon such termination. The terms of this Policy supersede any prior agreement between Arcadia and you regarding the sale of the Products online. Any authorization previously granted to you by Arcadia to sell the Products online that is inconsistent with this Policy is revoked.

(d) You agree to promptly notify Arcadia of any change to the information submitted on your Authorized Reseller Website Registration Form by reregistering with Arcadia at <https://arcadiach.com/authorized-seller-program/>.

3. **Sales Practices.** You must conduct your business in a reasonable and ethical manner at all times and must not engage in any deceptive, misleading, or unethical practices or advertising at any time. You shall not make any warranties or representations concerning the Products except as expressly authorized by Arcadia. You shall comply with all applicable laws, rules, regulations, and policies (a) applicable to your business and/or (b) related to the marketing and sale of the Products. You shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Arcadia, our brands, or the Products. You shall not advertise Products not carried in inventory. You shall only purchase Products from Arcadia or Arcadia’s Authorized Distributors in the United States.

4. **Product Care, Customer Service, and Other Quality Controls.** You shall comply with the Product Care, Customer Service, and Other Quality Controls attached as Exhibit B.

5. **Intellectual Property.**

(a) You acknowledge and agree that Arcadia or its licensors own all proprietary rights in and to the brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Arcadia IP”). You are granted a limited, non-exclusive, non-transferable, revocable license to use the Arcadia IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of your status as an Authorized Reseller. All goodwill arising from your use of the Arcadia IP shall inure solely to the benefit of Arcadia or its licensors.

(b) Your use of the Arcadia IP must comply with any guidelines that we may provide and must be commercially reasonable as to the size, placement, and other manners of use. We reserve the right to review and approve, in our sole discretion, your use or intended use of the Arcadia IP at any time, without limitation. In marketing the Products, you may only use images of Products either supplied by or authorized by Arcadia and must ensure that all Product images and descriptions are accurate and up to date.

(c) You shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Product name or any trademark owned by or licensed to Arcadia, nor a misspelling or confusingly similar variation of the same.

6. **Termination.** We may review your activities for compliance with this Policy, and you agree to cooperate with any such investigation, including, but not limited to, permitting inspection of your facilities and records related to the Products. We may terminate your status as an Authorized Reseller at any time with written notice. Upon termination of your status as an Authorized Reseller, you shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that you are an Authorized Reseller of the Products; and (iii) using all Arcadia IP.

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

EXHIBIT A
ONLINE SALES GUIDELINES

1. A Permissible Public Website must not give the appearance that it is operated by Arcadia or any party other than you.
2. Anonymous sales are prohibited. A Permissible Public Website must conspicuously state your full legal or registered fictitious name, mailing address, and other contact information (e.g., telephone, chat, email).
3. You must provide an order confirmation and maintain post-purchase support services consistent with industry standards to ensure a satisfactory online purchasing experience, including, as applicable, shipment notifications, tracking information, and timely customer assistance regarding order status, delivery, or returns.
4. At Arcadia's request, you must reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise a Permissible Public Website.
5. A Permissible Public Website must prominently display your return policy, which describes the terms under which products may be returned and expressly discloses any applicable fees or deductions (e.g., restocking fees, handling fees, or return shipping costs).
6. A Permissible Public Website must have a mechanism for receiving customer feedback, and you must use reasonable efforts to address all customer feedback and inquiries received in a timely manner. You agree to provide copies of any information related to customer feedback (including any responses to customers) related to your sale of the Products to Arcadia for review upon request. You agree to cooperate with Arcadia in the investigation of any negative online review associated with your sale of the Products and to use reasonable efforts to resolve any such reviews. You must 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 you to disclose identifying information about your customers to Arcadia.
7. A Permissible Public Website must comply with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
8. You must ensure that the design, content, and functionality of a Permissible Public Website is professional and reflects favorably on our brands.
9. You must adhere to any guidelines that we provide related to order fulfillment. We reserve the right to review and approve fulfillment practices, including any drop-shipment arrangement (where a third party ships Products on your behalf to your customers).
10. You shall not permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than your own.

EXHIBIT B

PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Arcadia 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, batch or lot code, or other identifying information on Products or their packaging. Do not dilute Products.
4. Do not resell 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 Arcadia at 1-833-288-2684 or 1-800-824-4894.
6. Inspect inventory regularly for expired or soon-to-be expired Products. Do not sell any Products that are expired. Destroy or dispose of such Products in accordance with instructions provided by Arcadia 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. Respond promptly and professionally to all customer inquiries.
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 Arcadia. 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. Arcadia reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Arcadia. Cooperate with Arcadia in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
9. If applicable, you may use a "Permissible Delivery Service," which is defined as a third-party vendor that provides services to pick up Products from you for prompt delivery to End Users (but does not provide warehousing or storage services) and may also provide payment collection services via the service's website or mobile application.
10. As between you and Arcadia, you are responsible for all fulfillment to your customers who purchase Products, any applicable taxes associated with such purchases of Products, and any returns of Products.
11. Cooperate with Arcadia with respect to any Product tracking systems that may be implemented from time to time.
12. Cooperate with Arcadia with respect to any Product recall or other consumer safety information dissemination efforts.
13. Implement commercially reasonable loss prevention and anti-diversion measures. Notify Arcadia promptly in the event of a theft or other loss of a material quantity of Products.
14. Report to Arcadia any customer complaint or adverse claim regarding the Products and assist Arcadia in investigating any such complaints or adverse claims.
15. Cooperate with Arcadia 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.