

1.833.244.3473 cowboycauldron.com

## **AUTHORIZED RESELLER PROGRAM POLICY**

To qualify and remain a Cowboy Cauldron Authorized Reseller, your business must adhere to this Cowboy Cauldron Authorized Reseller Policy at all times.

- Maintain Current Business Information & Disclose All Locations That Carry Cowboy Cauldron Maintain accurate and up-to-date company information and disclose all retail locations that carry Cowboy Cauldron throughout the term of your reseller relationship with Cowboy Cauldron. Qualifying retail locations can only be one of the following: your physical brick & mortar store(s), your commerce-enabled website(s), or temporary storefronts (events, tradeshows, pop up stores, etc.). Qualifying retail locations will be listed on the Cowboy Cauldron Retail Locater on the Cowboy Cauldron website.
- 2 Sell on Approved Retail Website(s) Only
  Selling on 3rd party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, etc.) or direct messages on forums is strictly prohibited.
- Report Sell-Thru

  Provide sell-thru information by SKU and retail location(s) upon request by Cowboy Cauldron.
- 4 Cowboy Cauldron's IP and TM Policy

  Must agree to comply with Cowboy Cauldron's IP and TM Policy and represent yourself as a

  Cowboy Cauldron Authorized Reseller in all online advertising & sales collateral. Setting up

  businesses, registering domain names, or social media usernames that contain any of Cowboy

  Cauldron's trademarks is strictly prohibited. To ensure compliance with Cowboy Cauldron's

  Authorized Reseller Policy, you must only use approved marketing materials for all Cowboy

  Cauldron products.
- 5 Cowboy Cauldron's Minimum Advertised Price Policy
  Ensure you understand and abide by Cowboy Cauldron's MAP Policy. A copy of Cowboy
  Cauldron's MAP Policy can be requested via email at info@cowboycauldron.com
- 6 Sell to Customer Within An Assigned Geographic Territory Only

  Must be able to restrict customer order shipments to shipping addresses located within your assigned country or designated territory. This includes selling or shipping Cowboy Cauldron products to end consumers online if your territory does not include the online channel.
- **Sell to Retail Consumers Only**You may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop-shippers for other retailers. Sell to your end consumers only.
- 8 Only Purchase Cowboy Cauldron Products Directly From Assigned & Authorized Distributor Do not buy Cowboy Cauldron products from other retailers, or from other sources not explicitly endorsed by Cowboy Cauldron.



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9 Only Sell Cowboy Cauldron Products in Original Packaging

Do not alter original Cowboy Cauldron packaging in any way prior to reselling Cowboy Cauldron products. Removing Cowboy Cauldron products from packaging and reselling Cowboy Cauldron products in different packaging or under a different name is strictly prohibited.

Use Cowboy Cauldron Supplied Core Product Data in Feeds

Must be able to use standard set of Cowboy Cauldron supplied data in product data feeds that you distribute to 3rd party advertising venues unless prior written permission is obtained by Cowboy Cauldron in advance.

11 Cowboy Cauldron Certified Sales People

All sales people must become Cowboy Cauldron Certified. This is a short informational online video tutorial that ensures every sales person is trained in product functionality, common questions and applicable third party apps. Contact Cowboy Cauldron at info@cowboycauldron.com.

12 Cowboy Cauldron Influencer Program

Cowboy Cauldron is actively seeking brand influencers to familiarize and educate consumers on the benefits of the Cowboy Cauldron brand. Please send any applicable suggestions to Cowboy Cauldron at info@cowboycauldron.com..

13 Confidentiality

Cowboy Cauldron and Reseller each agree and undertake that during the term of this Agreement and thereafter it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other disclose to any third party, any information of a confidential nature (including, without limitation, the terms and conditions of this Agreement, and any information relating to the other party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, wholesale pricing information, and other information of commercial value) which may become known to a party from the other party ("Confidential Information"), unless the information (i) is public knowledge or already known to that party at the time of disclosure or (ii) subsequently becomes public knowledge other than by breach of this Agreement or (iii) subsequently comes lawfully into the possession of that party from a third party. To the extent necessary to implement the provisions of this Agreement, each party may disclose Confidential Information to those of its employees as may be reasonably necessary or desirable, provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees with them.

Obey the Law, Abide by Policy Rules & Serve Customer Needs

Must comply with all applicable laws, rules, regulations & policies related to advertising, sale, & marketing of Cowboy Cauldron products. Must provide a level of sales support & customer support for our customers that, at a minimum, demonstrate industry best practices. Failure to comply with all of the terms in Cowboy Cauldron's Authorized Reseller Policy will result in suspension or termination of your account.