

EFFECTIVE DATE: September 1, 2023

**ORIGINAL SPROUT
UNITED STATES RESELLER POLICY**

By purchasing Original Sprout products for resale, you agree to adhere to this Reseller Policy.

In order to ensure Kahnalytics, Inc. d/b/a Original Sprout (“Original Sprout”) resellers are able to sustain healthy margins on Original Sprout products and ensure that Original Sprout’s end-users are being provided a quality sales experience and customer support, Original Sprout has announced this Reseller Policy (the “Reseller Policy”). Original Sprout believes that its end-user customers are best served by having resellers who market Original Sprout’s products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

Original Sprout has also decided that, in order to maintain and protect the viability of the Original Sprout reseller network for its products, in order to protect the value associated with Original Sprout’s brands in connection with its products, and in order to ensure high-quality support by resellers to end-users of those products, resellers must comply with the following terms and conditions:

1. **Internet Sales Prohibited.** Resellers shall be prohibited from selling Original Sprout products on the Internet unless they apply, are approved by Original Sprout, and execute an Authorized Internet Reseller Agreement regulating the manner in which they sell online;
2. **Transshipping.** Resellers shall not transship products. Specifically, resellers shall not sell or transfer any Original Sprout products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of Original Sprout products to anyone at the request of Original Sprout;
3. **Geographic Sales Boundary.** Resellers may only sell and advertise for sale Original Sprout products within the United States of America. Original Sprout hereby expressly prohibits resellers from soliciting or consummating sales outside of the United States of America;
4. **Intellectual Property.** The use of the intellectual property of Original Sprout, including, but not limited to, trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from Original Sprout is prohibited;
5. **Sales Practices.** Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by Original Sprout. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Original Sprout products;
6. **Quality Controls.** Resellers shall comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Original Sprout;
7. **Service.** Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all Original Sprout products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy;
8. **Product Packaging.** Resellers shall sell Original Sprout products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of separate products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products; and
9. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions set forth by Original Sprout from time to time which may be changed by Original Sprout in its sole discretion.

Original Sprout reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a reseller’s continued use, advertising, offering for sale, or sale of the products will be deemed reseller’s acceptance of the amendments.

If Original Sprout determines that a reseller is in violation of this Reseller Policy, Original Sprout may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the reseller or instructing its distributors to refuse to accept orders from the reseller.

Any questions regarding this Reseller Policy must be emailed to: sales@originalsprout.com.