

DE BUYER, INC. AUTHORIZED RETAILER TERMS AND CONDITIONS

To protect and promote our brand and reputation for providing high-quality products, de Buyer, Inc. (“de Buyer”) has established these Authorized Retailer Terms & Conditions (the “Terms”), effective immediately, which apply to authorized retailers of de Buyer products (the “Products”). By purchasing from de Buyer for retail sale, you (“Retailer”) agree to adhere to the following terms. Please read these Terms carefully.

1. **Purchase Orders.** Orders for Products made by Retailer shall be handled pursuant to the then-current product order, shipment, and return procedures, which may be amended by de Buyer at any time in its sole and absolute discretion. de Buyer reserves the right to reject any orders, in whole or in part, for any reason. Any additional or different terms proposed by Retailer (including, without limitation, any terms contained in any document incorporated by reference into a purchase order) are rejected and will be deemed a material alteration hereof, unless expressly agreed to in writing by de Buyer. Furthermore, de Buyer will not be bound by any "disclaimers", "click wrap" or "click to approve" terms or conditions now or hereafter contained in any website used by Retailer in connection with the Products or any sale thereof.

2. **Manner of Sale.** Retailer shall sell the Products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in de Buyer’s immediate termination of Retailer’s account, in addition to other remedies. Specifically and without limitation, Products sold to unauthorized persons or through unauthorized channels, including unauthorized websites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by law, coverage under de Buyer’s Product warranties and guarantees. Furthermore, to the extent allowed by law and without limitation to any other disclaimer, de Buyer expressly disclaims any and all warranties and conditions to unauthorized Products; Products which are sold via unauthorized Retailers; and Products which are sold not in compliance with de Buyer’s quality control program or policies. Sales to or via any online website or online marketplace including, Amazon.com and/or Third Party Marketplaces without prior approval from de Buyer which shall only be granted through the De Buyer, Inc. Authorized Online Seller Application (Exhibit A) and agreeing to the Terms by signing the De Buyer, Inc. Authorized Online Seller Agreement. (Exhibit B), in violation of this Agreement will render Retailer as an unauthorized Retailer, thereby voiding any and all Product warranties as well as de Buyer’s product return policies.
 - (a) Retailer shall sell Products solely to end users of the Products. Retailer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.

 - (b) Retailer shall not sell, ship or invoice Products to customers outside of the United States or to anyone Retailer knows or has reason to know intends to ship the Products outside of the United States without the prior written consent of de Buyer.

 - (c) **Authorization of Online Sales.** Other than websites that may be defined in the Terms as “Permissible Public Websites,” the Terms prohibit the sale of the Products on any website, online marketplace, mobile application, or other online forum without De Buyer’s prior written consent. Execution by De Buyer of this Agreement constitutes De Buyer’s consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, including the De Buyer, Inc. Online Sales Guidelines, attached as Exhibit A, Seller may market for sale and sell Products solely at the website(s) and/or mobile application(s) identified as approved by De Buyer in the Application for Website Approval above or designated as Permissible Public Websites in the Terms (collectively, the “Authorized Websites”). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum. De Buyer may communicate certain limitations to the authorization herein whereby Seller is authorized only to sell certain Products

on any particular or all Authorized Websites. Such limitations will be communicated to the De Buyer, Inc. Authorized Online Seller Products Addendum, attached hereto as Addendum 1, and as De Buyer may amend from time to time.

- (d) Retailer shall comply with any and all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of the Products.

3. **Product Care & Quality Controls.** Retailer shall care for the Products as set forth herein.

- (a) **Product Inspection.** Retailer shall inspect the Products upon receipt and during storage for damage, defects, broken seals, evidence of tampering or other nonconformance (collectively, “Defects”). Retailer shall also inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. If any Defects are identified, Retailer must not offer the Product for sale and must promptly report the Defects to de Buyer.
- (b) **Product Storage and Handling.** Retailer shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by de Buyer from time to time.
- (c) **Recalls and Consumer Safety.** To ensure the safety and well-being of the end-users of the Products, Retailer shall cooperate with de Buyer with respect to any Product recall or other consumer safety information dissemination effort.
- (d) **Alterations & Bundling Prohibited.** Retailer shall sell Products in their original packaging, with all seals intact. Retailer shall not sell or label the Products as “used”, “open box” or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Retailer shall not tamper with, deface, or otherwise alter any batch code or other identifying information on Products or packaging. Retailer shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer shall not advertise, market, display, or demonstrate non-de Buyer products together with the Products in a manner that would create the impression that the non-de Buyer products are made by, endorsed by, or associated with de Buyer.
- (e) **Customer Service & Product Representations.** Retailer and Retailer’s sales personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end-user customers on the selection and safe use of the Products, as well as any applicable warranty or return policy. Retailer must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Retailer and Retailer’s agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of de Buyer. Retailer agrees to cooperate fully with de Buyer in any investigation or evaluation of such matters.

4. **Intellectual Property.** de Buyer owns all proprietary rights in and to the de Buyer brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “IP”). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the 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. de Buyer reserves the right to review and approve,

in its sole discretion, Retailer's use or intended use of the IP at any time, without limitation. All goodwill arising from Retailer's use of the IP shall inure solely to the benefit of de Buyer.

5. **Termination.** If Retailer violates any of the Terms, de Buyer reserves the right to terminate the Terms immediately in addition to all other available remedies. Upon termination, Retailer will immediately lose its status as an Authorized Retailer and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer or has any affiliation with de Buyer; and (iii) using any IP.
6. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that de Buyer will have no adequate remedy in money or other damages at law. Accordingly, de Buyer shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by de Buyer to exercise any right(s) herein shall constitute a waiver of any provision herein.
7. **Miscellaneous.** de Buyer reserves the right to update, amend, or modify the Terms upon written or electronic notice to Retailer. 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 IP, or use of any other information or materials provided by de Buyer to Retailer under the Terms following notice will be deemed Retailer's acceptance of the amendments. No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid. The following provisions shall survive the termination of the Terms: Sections 3 and 7. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**

EXHIBIT A
DE BUYER, INC. AUTHORIZED ONLINE SELLER APPLICATION

Applicant's Information	
1. Applicant's Legal Name:	
2. DBA/Trade Name(s):	
3. Primary Contact:	4. Title:
5. Applicant Physical Address:	6. Applicant Mailing Address (if different from Physical Address):
7. Telephone:	8. Fax:
9. Email:	
10. Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
11. State of Incorporation:	12. Year Incorporated:
13. DUNS:	14. EIN:
15. Resale Certificate Number:	16. Resale Certificate Issuing State:
17. How long have you been engaged in ecommerce sales?	
18. Please identify all source(s) of the De Buyer products you are selling or intend to sell. <input type="checkbox"/> Purchase directly from De Buyer, Inc. (Account Number _____) <input type="checkbox"/> Other (describe below)	
19. Do you store or intend to store your inventory of De Buyer products at a location other than the Applicant Physical Address identified above? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the address for all locations where such inventory is stored or will be stored:	
20. Do you use any third-party fulfillment service or third-party logistics provider to store inventory or fulfill orders of De Buyer products (including any drop-shipping arrangement)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the name(s) of the third-party fulfillment service and/or third-party logistics provider and describe the services provided.	
21. Has the Applicant ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No	

22. Has any company in which any of the Applicant’s principals hold an ownership interest ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No
23. Are there any pending lawsuits involving the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If you checked “Yes” in box 21, 22, or 23, please attach additional sheet(s) explaining these matters in detail.</i>

Application for Website Approval	
Requested Websites: Please identify all websites or mobile applications through which you wish to sell De Buyer products (<i>one per line, exact spelling required</i>). <i>Example: www.ABCStoreName.com</i> <i>Example: Amazon.com / Storefront name “ABC Store”/ Merchant ID</i>	De Buyer, Inc. Use Only
1.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
2.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
3.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
4.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
5.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
6.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
7.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
8.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
9.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
10.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined

By submitting this De Buyer, Inc. Authorized Online Seller Application (the “Application”), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and De Buyer, Inc. (“De Buyer”) have executed the attached De Buyer, Inc. Authorized Online Seller Agreement.

Submitting this Application does not authorize Applicant to sell De Buyer products on the Requested Websites, and De Buyer has no obligation to accept Applicant’s request to sell De Buyer products on any or all of the Requested Websites.

If Applicant is approved to sell De Buyer products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the De Buyer, Inc. Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by signing the De Buyer, Inc. Authorized Online Seller Agreement below.

EXHIBIT B
DE BUYER, INC. AUTHORIZED ONLINE SELLER AGREEMENT

This De Buyer, Inc. Authorized Online Seller Agreement (the “Agreement”) is hereby entered into by and between De Buyer, Inc. (“De Buyer”) and the undersigned Seller (“Seller” or “you”) (collectively, the “Parties” and individually, a “Party”). The “Effective Date” of this Agreement is the date this Agreement is accepted by De Buyer after being agreed to by you.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective De Buyer, Inc. Authorized Dealer Policy for the United States or De Buyer, Inc. Authorized Retailer Policy for the United States; as applicable to Seller (the “Terms”). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Terms.
2. **Authorization of Online Sales.** Other than websites that may be defined in the Terms as “Permissible Public Websites,” the Terms prohibit the sale of the Products on any website, online marketplace, mobile application, or other online forum without De Buyer’s prior written consent. Execution by De Buyer of this Agreement constitutes De Buyer’s consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, including the De Buyer, Inc. Online Sales Guidelines, attached as Exhibit A, Seller may market for sale and sell Products solely at the website(s) and/or mobile application(s) identified as approved by De Buyer in the Application for Website Approval above or designated as Permissible Public Websites in the Terms (collectively, the “Authorized Websites”). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum. De Buyer may communicate certain limitations to the authorization herein whereby Seller is authorized only to sell certain Products on any particular or all Authorized Websites. Such limitations will be communicated to the De Buyer, Inc. Authorized Online Seller Products Addendum, attached hereto as Addendum 1, and as De Buyer may amend from time to time.
3. **Intellectual Property.** The license granted to Seller in the Terms to use the De Buyer IP is hereby amended to authorize use of the De Buyer IP on the Authorized Websites, subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the De Buyer IP except as granted in the Terms or herein. Seller’s license to use the De Buyer IP on the Authorized Websites shall be revoked immediately upon termination of this Agreement.
4. **Termination.** De Buyer, in its sole and absolute discretion, may terminate its approval for Seller to market and sell Products at one or all of the Authorized Websites, and Seller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Seller’s authorization to use De Buyer IP on such websites shall be revoked. De Buyer may terminate this Agreement with written notice at any time. On termination of Seller’s status as an Authorized Dealer or Authorized Retailer pursuant to the Terms, this Agreement shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.
5. **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Terms or Sections 2 (Authorization of Online Sales), 3 (Intellectual Property), or 4 (Termination) of this Agreement, it is agreed and understood that De Buyer will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by De Buyer to exercise any right(s) herein or to insist upon full compliance by Seller with Seller’s obligations herein shall constitute a waiver of any provision herein or otherwise limit De Buyer’s right to fully enforce any or all provisions and parts thereof.

6. **Indemnification.** Except as otherwise provided herein, Seller shall, and hereby does, indemnify, defend, save and hold harmless De Buyer, and its directors, officers, employees, shareholders, members, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in this Agreement by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.

7. **Miscellaneous.**

(a) ***Modification.*** De Buyer reserves the right to update, amend, or modify this Agreement with written notice to Seller. Unless otherwise provided, such amendments will take effect immediately, and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.

(b) ***Waiver.*** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing.

(c) ***Severability.*** If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.

(d) ***Assignment.*** This Agreement may not be assigned or transferred by Seller without the prior written consent of De Buyer. De Buyer is entitled to assign this Agreement, in whole or in part, without Seller's consent to any De Buyer-affiliated company or to any entity to which De Buyer sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assignees, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.

(e) ***Entire Agreement.*** This Agreement, the Terms and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.

(f) ***Construction.*** The descriptive headings and sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

(g) ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(h) ***Governing Law.*** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of State of Illinois, without regard to its choice of law rules.

(i) ***Confidentiality.*** This Agreement, and its attachments, if any, constitute confidential, proprietary information of De Buyer and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of De Buyer.

(j) **Survival.** The following provisions shall survive the termination of this Agreement: Section 3 (Intellectual Property), Section 6 (Indemnification), Section 7(h) (Governing Law), Section 7(i) (Confidentiality), Section 7(j) (Survival), Section 7(k) (Dispute Resolution), and Section 7(l) (Waiver of Jury Trial).

(k) **Dispute Resolution.** In the event of a dispute over the terms or performance under this Agreement, the Parties expressly submit to personal jurisdiction and venue in the federal or state courts of record in Chicago, Illinois. In the event of a breach or threatened breach of this Agreement by Seller, Seller is responsible for De Buyer’s attorneys’ fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.

(l) **Waiver of Jury Trial.** **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES’ ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**

The Parties have caused this De Buyer, Inc. Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

De Buyer, Inc.

Seller: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C
DE BUYER, INC. ONLINE SALES GUIDELINES

1. The Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). The Authorized Websites must not give the appearance that they are operated by De Buyer or any third party.
2. Anonymous sales are prohibited. Seller's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Websites and must be included with any shipment of Products from the Authorized Websites or in an order confirmation email sent at the time of purchase.
3. At De Buyer's request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Websites.
4. The Authorized Websites shall have a mechanism for receiving customer feedback, and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) to De Buyer for review upon request. Seller agrees to cooperate with De Buyer in the investigation of any negative online review associated with Seller's sale of the Products and to use reasonable efforts to resolve any such reviews. Seller shall maintain all records related to customer feedback for a period of 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 Seller to disclose identifying information about its customers to De Buyer.
5. The Authorized Websites shall have detailed privacy policies, and shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards. Further, Seller shall implement and maintain written information security guidelines, which shall include physical, administrative, and technological controls designed to prevent the unauthorized access to, disclosure, destruction, or loss of personally identifying information.
6. Seller shall be responsible for all fulfillment to its customers who order Products through Authorized Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Except where Seller has entered into a drop-shipment arrangement with De Buyer whereby De Buyer ships Products on Seller's behalf to customers who order Products through Authorized Websites, under no circumstances shall Seller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Seller's.
8. Seller shall ensure that any third-party logistics provider engaged by Seller to store inventory 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 to Seller by De Buyer. Seller shall ensure that any such third-party logistics provider stores Seller's inventory of Products separately from any Products owned by any third party. De Buyer reserves the right to request additional information regarding Seller's use of third-party logistics providers, and Seller shall promptly provide such information upon request. Seller shall cooperate with De Buyer in investigating any concerns related to the Products that may relate to Seller's use of a third-party logistics provider. Seller shall not permit any third-party logistics provider to fulfill orders in any way that results in the shipped Product coming from stock other than Seller's.
9. De Buyer reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through the Authorized Websites.

10. To the extent an Authorized Website is a storefront on any third-party marketplace website:

(a) De Buyer reserves the right to request information from Seller's seller portal on the marketplace website for purposes of verifying Seller's compliance with this Agreement and/or evaluating Seller's continued authorization to sell Products. Seller agrees to promptly provide such information to De Buyer upon request.

(b) Seller shall, to the fullest extent possible, disable all cross-border shipping or international listings of the Products and disable automatic listings on affiliated or other online marketplace platforms.

(c) Seller shall respond to any customer inquiries or communications received through any marketplace-operated communications platform within twenty-four (24) hours of receipt.

11. To the extent an Authorized Website is a storefront on the Amazon.com marketplace (an "Amazon Storefront"), Seller shall comply with the following additional requirements:

(a) Seller shall not sell through the Amazon Storefront anonymously. The full legal name or registered fictitious name, mailing address, and telephone contact of Seller's business must be clearly indicated on the Amazon Storefront.

(b) At Seller's option, Seller may use Amazon's Fulfillment by Amazon ("FBA") service to fulfill orders for the Products sold through the Amazon Storefront, provided that Seller discloses its use of the FBA service to De Buyer. If Seller uses the FBA service, Seller shall:

(i) provide the Products to Amazon's FBA warehouses in a manner that ensures the Products qualify for Amazon's Prime service and include free two (2) day or faster shipping for consumers;

(ii) ensure that Seller's inventory of Products is not comingled with any Products belonging to a third party by applying unique Fulfillment Network Stock Keeping Unit labels to each Product fulfilled using the FBA service;

(iii) to the fullest extent permitted by Amazon, opt out of Amazon's "repackaging" program and any other program whereby Amazon fulfills orders for "new" Products with Products that have been returned opened or are repackaged or refurbished; and

(iv) request that Amazon return any unfillable or unsaleable Product according to De Buyer's return policy or instructions. Seller shall not permit Amazon to dispose of or otherwise liquidate unfillable or unsaleable Products except in accordance with De Buyer's instructions.

(c) Seller shall list Products only on Amazon Standard Identification Numbers ("ASIN(s)") created by or authorized by De Buyer. Seller shall not create any new ASIN for a Product without the prior written consent of De Buyer. Seller shall not alter or modify the content of any ASIN without the prior written consent of De Buyer. To the extent Seller acquires any right or interest in or to any ASIN used to market or sell the Products, Seller assigns and conveys all such right and/or interest to De Buyer, and Seller shall engage in all activities or take any actions De Buyer requests to facilitate the transfer of ownership or control of any such ASIN to De Buyer. This subsection shall survive termination of this Agreement.

(d) Seller shall maintain a seller feedback score of at least 95% positive.

(e) No later than the third business day of every month, Seller shall provide De Buyer with a report regarding its sales through the Amazon Storefront (an "Amazon Monthly Performance Report"). This Amazon Monthly Performance Report must include screenshots of Seller's Amazon Seller Central portal for the Amazon Storefront that provides the following information: (i) Seller's Order Defect Rate, including Negative Feedback, A-to-z Guarantee claims, and Chargeback claims rates; (ii) Seller Feedback Scores (including counts of Positive, Neutral, and Negative reviews); (iii) Product Policy Compliance, including Suspected Intellectual Property Violations, Received Intellectual Property Complaints, Product Authenticity Customer Complaints, Product Condition Customer

Complaints, Product Safety Customer Complaints, Listing Policy Violations, Restricted Product Policy Violations, and Customer Product Reviews Policy Violations; (iv) Voice of the Customer (if available), including Customer Experience (CX) Health of Seller's offers; and, if Seller is fulfilling any orders directly, (v) Shipping Performance, including Late Shipment Rate, Pre-fulfillment Cancel Rate, Valid Tracking Rate, and On-Time Delivery Rate. The Amazon Monthly Performance Report must include this information for every time period for which the information is reported on Amazon's Seller Central portal. If Amazon's Seller Central portal no longer reports any of the above information, Seller shall no longer be required to include it in its Amazon Monthly Performance Report, but Seller and De Buyer shall discuss whether a substitute metric should be required. De Buyer reserves the right to request additional information from Seller, including additional information found within Seller's Amazon Seller Central portal, for purposes of verifying Seller's compliance with this Agreement and/or evaluating Seller's continued authorization to sell Products through the Amazon Storefront. Seller agrees to provide such additional information or substitute metric(s) upon request.

(f) No later than the third business day of every month, Seller shall provide a Returns Report for each ASIN that has a return rate of 3% or greater. Seller shall promptly work to determine the cause of the return rate and report its findings in writing to De Buyer, and Seller agrees to take additional actions as reasonably requested by De Buyer to lower the return rate to below 3%.

(g) Seller shall notify De Buyer promptly in writing of any Performance Notifications, including any selling restrictions placed on the Amazon Storefront and any Product quality issues associated with sales of the Products through the Amazon Storefront.

12. To the extent an Authorized Website is a store on eBay.com (an "eBay Store"), Seller shall comply with the following additional requirements:

(a) Seller shall sell Products through an eBay Store and shall not sell through the eBay Store anonymously. The full legal name or registered fictitious name and telephone contact of Seller's business must be clearly indicated on the eBay Store.

(b) Seller shall activate the "Contact Seller" function to enable consumers to submit questions and otherwise contact the Seller prior to purchasing a Product and following the purchase of a Product.

(c) Seller shall fulfill all sales through the eBay Store and shall use its best efforts to ship Products within two (2) business days.

(d) Seller shall not represent or advertise any Product on the eBay Store as "New" or "New – Open Box" that has been opened or repackaged.

(e) Seller shall offer at least a thirty (30) day return window to consumers and shall specify Seller's return policy on Seller's eBay Store. Seller shall dispose of any unfillable or unsaleable Product in accordance with De Buyer's instructions.

(f) Seller shall use its best efforts to achieve a "Top Rated" Seller status within the first six (6) months of Seller's Product sales through the eBay Store. Seller shall notify De Buyer in writing within twenty-four (24) hours if Seller has fallen below eBay's "Above Standard" seller status to eBay's "Below Standard" seller status.

(g) Seller shall maintain a seller feedback score of at least 98% for the prior twelve (12) months for its eBay Store.

(h) No later than the third business day of every month, Seller shall provide De Buyer with a report related to its sales through its eBay Store (an "eBay Monthly Performance Report"). This eBay Monthly Performance Report must include screenshots of Seller's Seller Standards Dashboard or other metrics in the eBay Seller Hub as necessary to provide the following information: (i) Seller's Seller Level (*i.e.*, Below Standard, Above Standard, Top Rated, or Top Rated Plus); (ii) Seller's Transaction Defect Rate, including transactions cancelled for being out of stock and cases closed without seller resolution; (iii) Late Shipment Rate; (iv) Cases Closed Without Seller Resolution;

and (v) Tracking Uploaded on Time and Validated. The eBay Monthly Performance Report must include this information for every time period for which the information is reported on eBay. If eBay no longer reports any of the above information, Seller shall no longer be required to include it in its eBay Monthly Performance Report, but Seller and De Buyer shall discuss whether a substitute metric should be required. De Buyer reserves the right to request additional information from Seller, including additional information found within Seller's eBay account, for purposes of verifying Seller's compliance with this Agreement and/or evaluating Seller's continued authorization to sell Products through the eBay Store. Seller agrees to provide such additional information or substitute metric(s) upon request.

(i) Seller shall promptly notify De Buyer in writing of any notice from eBay to Seller that Seller has not complied with eBay's seller performance standards, including any selling restrictions placed on the eBay Store, and any Product quality issues associated with sales of the Products through the eBay Store.

13. To the extent an Authorized Website is a storefront on the Walmart.com marketplace (a "Walmart Storefront"), the following additional requirements apply:

(a) Seller shall not sell through the Walmart Storefront anonymously. The full legal name or registered fictitious name, mailing address, email address, and telephone contact of Seller's business must be clearly indicated on the Walmart Storefront.

(b) Seller shall use its best efforts to meet all eligibility criteria to qualify for Walmart's "Pro Seller" badging and achieve a Pro Seller badge within the first one (1) year of Seller's Product sales through the Walmart Storefront. Seller shall promptly notify De Buyer in writing if Seller does not achieve a Walmart Pro Seller badge during this time. Once badged, Seller shall promptly notify De Buyer in writing of any alert from Walmart to Seller that Seller has fallen below the minimum criteria such that Seller will not get the Pro Seller badge at the time of Walmart's next refresh on the 5th or 20th of that month.

(c) At Seller's option, Seller may use Walmart Fulfillment Services ("WFS") to fulfill orders for the Products sold through the Walmart Storefront, provided that Seller discloses its use of WFS to De Buyer. If Seller uses WFS, Seller shall:

(i) provide the Products to WFS fulfillment centers in a manner that ensures that Products qualify for Walmart "TwoDay" delivery and "fulfilled by Walmart" display tags and include two (2) day or faster shipping;

(ii) ensure Seller's inventory of Products is not comingled with any Products belonging to a third party and opt of any program whereby WFS fulfills orders in any way that results in the shipped Product coming from stock other than Seller's; and

(iii) to the fullest extent permitted by the WFS, opt out of any program whereby WFS fulfills orders for new Products with Products that have been returned opened or are repackaged or refurbished.

(d) Seller shall request that Walmart return any unfillable or unsaleable Product to De Buyer or to Seller for disposal in accordance with De Buyer's instructions. Seller shall not permit Walmart to dispose of or otherwise liquidate unfillable or unsaleable Product except by returning such Product to Seller or De Buyer.

(e) Seller shall maintain a seller feedback rating of at least 90% for its Walmart Storefront.

(f) No later than the third business day of every month, Seller shall provide De Buyer with a report related to its sales through its Walmart Storefront (a "Walmart Monthly Performance Report"). This Walmart Monthly Performance Report must include screenshots of Seller's Seller Scorecard or other metrics in the Walmart Marketplace Seller Center as necessary to provide the following information: (i) Seller's Order Defect Rate, including overall Order Defect Rate, Cancellation Defects, Return Defects, Delivery Defects, and Customer Complaints; (ii) Seller's Average Customer Rating; (iii) Fulfillment Insights, including On-Time Shipping, On-Time Delivery, Valid Tracking Rate, and Cancellation Rate; and (iv) On-Time Shipment Rate. The Walmart Monthly Performance Report must include

this information for every time period for which the information is reported on Seller's Walmart Marketplace Seller Center account. If Walmart Marketplace Seller Center no longer reports any of the above information, Seller shall no longer be required to include it in its Walmart Monthly Performance Report, but Seller and De Buyer shall discuss whether a substitute metric should be required. De Buyer reserves the right to request additional information from Seller, including additional information found within Seller's Walmart Marketplace Seller Center account, for purposes of verifying Seller's compliance with this Agreement and/or evaluating Seller's continued authorization to sell Products through the Walmart Storefront. Seller agrees to provide such additional information or substitute metric(s) upon request.

(g) Seller shall promptly notify De Buyer in writing of any notice from Walmart to Seller that Seller has not complied with Walmart's Seller Performance Standards, including any selling restrictions placed on the Walmart Storefront and any Product quality issues associated with sales of the Products through the Walmart Storefront.

ADDENDUM 1

DE BUYER, INC. AUTHORIZED ONLINE SELLER PRODUCTS ADDENDUM

Authorized Website	SKUs Authorized for Sale on Identified Authorized Website