

**MOMMY'S BLISS AUTHORIZED DISTRIBUTOR POLICY**

**Effective Date: October 1, 2019**

This Mommy's Bliss Authorized Distributor Policy ("Distributor Policy") is issued by MOM Enterprises, LLC. d/b/a Mommy's Bliss ("Mommy's Bliss") and applies to distributors of Mommy's Bliss products ("Product(s)") in the United States of America. This Distributor Policy supplements any then-current wholesale or distribution agreement between you and Mommy's Bliss. By purchasing Products from Mommy's Bliss for distribution to Authorized Resellers (as hereinafter defined), you ("Distributor," "you" or "your") agree to adhere to the following terms and conditions. Until such status is otherwise revoked by Mommy's Bliss in Mommy's Bliss's sole and absolute discretion, Distributor shall be considered an "Authorized Distributor." Mommy's Bliss may review Distributor's activities for compliance with this Distributor Policy and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Distributor is authorized to sell or transfer Products purchased from Mommy's Bliss to Authorized Resellers only.

(a) An "Authorized Reseller" is an individual or business entity that:

- (i) purchases Products from Mommy's Bliss or an Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and agrees to adhere to the Mommy's Bliss Authorized Reseller Policy; and
- (iii) has not had its Authorized Reseller status revoked by Mommy's Bliss.

(b) Distributor shall not sell or transfer Products to End Users without Mommy's Bliss's prior written consent. An "End User" is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third-party.

(c) If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the Mommy's Bliss Authorized Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Mommy's Bliss Authorized Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until Mommy's Bliss revokes such status. Authorized Resellers are determined by Mommy's Bliss in its sole discretion.

(d) Distributor shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Reseller customers as requested by Mommy's Bliss from time to time.

(e) Distributor shall cease or suspend sales to any customer promptly upon request of Mommy's Bliss.

(f) Distributor shall not sell, ship, invoice, or promote the Products outside the United States or to anyone Distributor knows or has reason to know intends to ship the Products outside of the United States without Mommy's Bliss's prior written consent.

(g) Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to Amazon.com, Groupon.com, Jet.com or eBay, etc.

2. **Online Sales.** Distributor shall not market or offer for sale the Products on or through any Publicly Accessible Website without the prior written consent of Mommy's Bliss.

(a) A "Publicly Accessible Website" is a website, online marketplace, mobile application, or other online platform that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party marketplace websites, including, but not limited to, Amazon, eBay, Jet, Walmart Marketplace, or Sears Marketplace, etc., are Publicly Accessible Websites. Sales on these websites are prohibited without Mommy's Bliss's prior written consent.**

(c) A website operated by Distributor to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between Mommy's Bliss and Distributor regarding the sale of the Products on Publicly Accessible Websites. Any authorization previously granted to Distributor by Mommy's Bliss to sell the Products on a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** Distributor 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. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Mommy's Bliss. Distributor shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Mommy's Bliss.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Distributor shall comply with all instructions provided by Mommy's Bliss regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels or set forth in the Product Quality Guidelines attached hereto as Exhibit A, as may be amended by Mommy's Bliss from time to time.

(b) Distributor shall sell Products in their original packaging only. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Distributor shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Distributor shall 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. Distributor shall not alter or dilute Products.

(c) Distributor shall not sell any Product that has been returned open or repackaged.

(d) Promptly upon receipt of the Products, Distributor shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, Distributor must not offer the Product for sale and must promptly report the Defect to Mommy's Bliss at [sales@mommysbliss.com](mailto:sales@mommysbliss.com).

(e) Distributor shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Distributor shall not sell any Products that are expired or within 90 days of expiration. Distributor shall destroy or dispose of expired or soon-to-be expired Products in accordance with existing agreement with Mommy's Bliss.

(f) Distributor shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Distributor must be 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.

(g) Distributor shall cooperate with Mommy's Bliss with respect to any Product tracking systems that may be implemented from time to time.

(h) Distributor shall cooperate with Mommy's Bliss with respect to any Product recall or other consumer safety information dissemination efforts.

(i) Distributor shall report to Mommy's Bliss any customer complaint or adverse claim regarding the Products of which it becomes aware. Distributor shall assist Mommy's Bliss in investigating any such complaints or adverse claims.

(j) Distributor shall cooperate with Mommy's Bliss in the investigation and resolution of any quality or customer service issues related to Distributor's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Distributor acknowledges and agrees that Mommy's Bliss owns all proprietary rights in and to the Mommy's Bliss brand, name, logos, trademarks, service marks, trade dress, copyrights, patents, and other intellectual property related to the Products (the "Mommy's Bliss IP"). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Mommy's Bliss IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the Mommy's Bliss IP shall inure solely to the benefit of Mommy's Bliss or its licensors. Distributor's use of the Mommy's Bliss IP shall be in accordance with any guidelines that may be provided by Mommy's Bliss from time to time ("Brand Guidelines"), including those attached hereto as Exhibit B, and must be commercially reasonable as to the size, placement, and other manners of use. Mommy's Bliss reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the Mommy's Bliss IP at any time, without limitation. Distributor shall not create, register, or use any domain name or any mobile application that contains any Mommy's Bliss product name or any trademark owned by or licensed to Mommy's Bliss, nor a misspelling or confusingly similar variation of any Mommy's Bliss product name or any trademark owned by or licensed to Mommy's Bliss.

6. **Termination.** If Distributor violates this Distributor Policy, Mommy's Bliss reserves the right to terminate Distributor's status as an Authorized Distributor with written or electronic notice. Upon termination of a Distributor's status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of Mommy's Bliss Products or has any affiliation whatsoever with Mommy's Bliss; and (iii) using all Mommy's Bliss IP.

7. **Modification.** Mommy's Bliss reserves the right to update, amend, or modify this Distributor Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the Mommy's Bliss IP, or use of any other information or materials provided by Mommy's Bliss to Distributor following notice of the amendments will be deemed Distributor's acceptance of the amendments.

8. **Confidentiality.** This Distributor Policy, and its attachments, if any, constitute confidential, proprietary information of Mommy's Bliss 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 Mommy's Bliss.

**EXHIBIT A**

**MOMMY'S BLISS PRODUCT QUALITY GUIDELINES**

1. For quality control purposes:
  - a. Boxes/cases of products must be visually inspected on arrival
  - b. Boxes/cases must be opened, and products must be sorted and individually inspected
2. Distributors are prohibited from repackaging or altering products
3. Distributors cannot resell any returned or opened products as "new"
4. Distributors cannot resell products that are expired or expiring within 90 days, damaged or defective
5. Distributors must cooperate with Mommy's Bliss to address any quality issues that may arise
6. All products sold online must be marked with LOT numbers sufficient to
  - a. identify which authorized seller sold product from which lot
  - b. recall products if necessary
7. For products sold online, Mommy's Bliss may require special packaging that is different from packaging for products sold in brick-and-mortar locations and that provides extra product protection

**EXHIBIT B**

**MOMMY'S BLISS BRAND GUIDELINES**

1. Distributors will not change or manipulate the Mommy's Bliss logo in any way.
2. Distributors will not change or manipulate Mommy's Bliss product images in any way.
3. Distributors must have up-to-date product descriptions and images; Distributors may use only product content provided by Mommy's Bliss or from the Mommy's Bliss website
4. Distributors approved to sell Mommy's Bliss products on their websites must periodically check the Mommy's Bliss website for content and image updates, including possible packaging changes in product images, approved product content, etc. and adjust their product content accordingly
5. Distributors will comply with Mommy's Bliss requests that copy or images used by Distributor be updated or changed on Distributors approved website(s) or product pages.