



MOMMY'S BLISS AUTHORIZED RETAILER POLICY

Effective Date: October 1, 2019

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

1. **Authorized Customers.** Retailer is authorized to sell or transfer Products to End Users only. An "End User" is a 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. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell, ship, invoice, or promote the Products outside the United States of America without Mommy's Bliss's prior written consent.

2. **Online Sales.** Retailer is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (i) is operated by Retailer in Retailer's legal name or registered fictitious name;
- (ii) conspicuously states Retailer's legal name, mailing address, telephone number, and email address;
- (iii) does not give the appearance that it is operated by Mommy's Bliss or any third party; and
- (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Mommy's Bliss may amend from time to time.

Retailer shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online platform other than a Permissible Public Website without the prior written consent of Mommy's Bliss. Mommy's Bliss reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Mommy's Bliss and Retailer regarding the sale of the Products online.

3. **Sales Practices.** Retailer 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. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Mommy's Bliss. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Retailer 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) Retailer 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 B, as may be amended by Mommy's Bliss from time to time.

(b) Retailer 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. Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer 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. Retailer shall not alter or dilute Products.

- (c) Retailer shall not sell any Product that has been returned open or repackaged.
- (d) Promptly upon receipt of the Products, Retailer 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, Retailer must not offer the Product for sale and must promptly report the Defect to Mommy's Bliss at sales@mommysbliss.com.
- (e) Retailer shall inspect its inventory regularly for expired or soon-to-be expired Products. Retailer shall not sell any Products that are expired or within 90 days of expiration. Retailer shall destroy or dispose of expired or soon-to-be expired Products in accordance with existing agreement with Mommy's Bliss.
- (f) Retailer 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. Retailer 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) Retailer shall cooperate with Mommy's Bliss with respect to any Product tracking systems that may be implemented from time to time.
- (h) Retailer shall cooperate with Mommy's Bliss with respect to any Product recall or other consumer safety information dissemination efforts.
- (i) Retailer shall report to Mommy's Bliss any customer complaint or adverse claim regarding the Products of which it becomes aware. Retailer shall assist Mommy's Bliss in investigating any such complaints or adverse claims.
- (j) Retailer shall cooperate with Mommy's Bliss in the investigation and resolution of any quality or customer service issues related to Retailer's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Retailer 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, and other intellectual property related to the Products (the "Mommy's Bliss IP"). Retailer 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 Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Mommy's Bliss IP shall inure solely to the benefit of Mommy's Bliss. Retailer'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 C, 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, Retailer's use or intended use of the Mommy's Bliss IP at any time, without limitation. Retailer 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 Retailer violates this Retailer Policy, Mommy's Bliss reserves the right to terminate Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer 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 Retailer Policy with written or electronic notice. 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 Mommy's Bliss IP, or use of any other information or materials provided by Mommy's Bliss to Retailer following notice of the amendments will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Retailer 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 ONLINE SALES GUIDELINES**

Retailer's approval to sell Mommy's Bliss Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Websites must not give the appearance that they are operated by Mommy's Bliss or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites.
3. At Mommy's Bliss's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to Mommy's Bliss for review upon request. Retailer agrees to cooperate with Mommy's Bliss in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Unless separately authorized by Mommy's Bliss in writing, Retailer shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Retailer fulfill orders in any way that results in the shipped Product coming from stock other than Retailer's.
8. In marketing the Products on the Permissible Public Websites, Retailer shall only use images of Products either supplied by or authorized by Mommy's Bliss and shall keep all Product images and descriptions up to date. Retailer shall not advertise Products not carried in inventory.

EXHIBIT B

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. Retailers are prohibited from repackaging or altering products
3. Retailers cannot resell any returned or opened products as "new"
4. Retailers cannot resell products that are expired or expiring within 90 days, damaged or defective
5. Retailers 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 C

MOMMY'S BLISS BRAND GUIDELINES

1. Retailers will not change or manipulate the Mommy's Bliss logo in any way.
2. Retailers will not change or manipulate Mommy's Bliss product images in any way.
3. Retailers must have up-to-date product descriptions and images; Retailers may use only product content provided by Mommy's Bliss or from the Mommy's Bliss website
4. Retailers 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. Retailers will comply with Mommy's Bliss requests that copy or images used by Retailer be updated or changed on Retailers approved website(s) or product pages.