



## AUTHORIZED RESELLER POLICY

Edward & Sons Trading Co., Inc. (hereafter “**Edward & Sons**”) is the manufacturer and owner of the following brands: Edward & Sons, Carino, Let's Do Organic, Road's End, Let's Do Gluten Free, More Than Fair, The Wizard's, Premier Japan, Baked Brown Rice Snaps, Miso-Cup, Native Forest, and Nature Factor (collectively, the “**Edward & Sons Brands**”). Edward & Sons hereby adopts the following Authorized Reseller Policy (the “**Policy**”) to protect the long-term strength and integrity of its brands and Products.

Effective immediately, only Authorized Resellers may sell Edward & Sons Brands products on eCommerce third-party marketplaces, such as Amazon. Authorized Resellers are merchants who are vetted by Edward & Sons for adherence to its quality control standards and who are given written approval to sell Edward & Sons Brands products on eCommerce third-party marketplaces (hereafter, “**Authorized Resellers**”). Any reseller who wishes to sell Edward & Sons Brands products on eCommerce third-party marketplaces must obtain prior written approval from Edward & Sons.

All Authorized Resellers accept and are bound by the terms and conditions of this Policy, which detail the channels and methods in which they are authorized to sell Edward & Sons Brands products. These terms and conditions are subject to change by Edward & Sons without prior written notice at any time. Edward & Sons and its Authorized Resellers are individually a “**Party**” and together are the “**Parties.**”

### Terms and Conditions

1. **Authorization.** Authorized Resellers can advertise and sell Edward & Sons Brands Products (the “**Product**” or “**Products**”) to end customers in the United States of America, in brick-and-mortar locations, and on their own Internet URL locations approved by Edward & Sons.
2. **Third-Party Internet Marketplace Sales.** Authorized Resellers are prohibited from selling Edward & Sons Brands products on internet marketplaces including, but not limited to, Amazon, Walmart, eBay, Alibaba, Newegg, Craigslist, Rakuten, Sears, unless Authorized Resellers obtain written permission from Edward & Sons authorizing them to sell on specific internet marketplaces and under specific seller names. Edward & Sons may revoke or amend an Authorized Reseller's internet marketplace authorization by sending notice to the Authorized Reseller and such revocation or amendment shall become effective upon delivery of such notice.
3. **End Customers.** Product purchased by Authorized Resellers are intended for sale to end customers only. Accordingly, Authorized Resellers will advertise and resell the Product to end customers only. End customers are customers who purchase the Product for their personal use or consumption. Authorized Resellers are prohibited from reselling the Product to other sellers, retailers, or distributors without prior written approval from Edward & Sons.
4. **Geographic Territory.** The authorization granted to the Authorized Resellers by this Policy is limited to the United States without exclusive right to any specific territory. Authorized Resellers must obtain prior written approval from Edward & Sons to market, resell, gift, or export the Product outside the United States. Authorized Resellers must also obtain prior written approval from Edward & Sons to resell the Product to a buyer who the Authorized Resellers know, or reasonably should have known, has the intent to export the Product outside the United States.

5. **Duration.** An Authorized Reseller's approval to advertise and resell the Product will remain in effect until it is terminated by either Party or when Edward & Sons terminates this Policy, whichever occurs first.
6. **Quality Control.** Authorized Resellers acknowledge the importance of upholding the good reputation of Edward & Sons and its Products. Accordingly, Authorized Resellers must comply with all applicable federal, state, and local laws and regulations. Authorized Resellers must also agree to adhere to the highest quality control standards in performing their obligations under this Policy, including the following standards established by Edward & Sons:
  - a. **Provide Accurate Information.** Authorized Resellers must provide accurate and up to date company and contact information including all DBA's, retail locations, and websites where the Product will be sold.
  - b. **Product Storage.** Authorized Resellers will store the Product in secure facilities and in a manner that prevents damage to the Product or its packaging.
  - c. **Original Packaging.** Authorized Resellers will only sell Products in their original unaltered, undamaged, and sealed packages with all original markings, documents, and identifying information intact. Authorized Resellers will not sell Products that are marked "used," "open box," or with any other similar descriptors. Authorized Resellers are prohibited from opening bulk packages, repackaging the contents, and selling the Product in smaller units. **Authorized Resellers are prohibited from selling Products that have original labels replaced, altered, destroyed; such packages are considered altered and will not qualify for refunds, exchanges, or Edward & Sons product warranties.**
  - d. **Damaged Product.** Authorized Resellers will destroy, at their own expense, Product that Edward & Sons determines is altered, damaged, or does not meet Edward & Sons quality standards.
  - e. **Bundles and Multipacks.** Unless Edward & Sons gives prior written consent, Authorized Resellers are prohibited from creating and selling bundles or multipacks.
  - f. **No Brand Commingling.** Authorized Resellers will not advertise or display the Product with non- Edward & Sons products in a manner that creates the impression that the non-Edward & Sons products are made by, endorsed by, or associated with Edward & Sons. Such commingling of brands is likely to cause customer confusion and is prohibited.
  - g. **Drop Shipping.** Order fulfillment by drop shipping is prohibited without prior written approval from Edward & Sons.
  - h. **Quality Control Audit.** Edward & Sons may conduct quality control audits of its Authorized Resellers' advertising, promotional materials, product images, and any documents related to the marketing and advertising of the Product to determine whether the use of the Product and Intellectual Property meet the standards, specifications, and directions approved by Edward & Sons. When requested, Authorized Resellers will provide Edward & Sons with samples of advertising, promotional materials, product images, and any other documents for review.
  - i. **Product Recall.** If Product recall is necessary, Authorized Resellers will cooperate with Edward & Sons to conduct the recall.
  - j. **Additional Quality Control Standards.** Edward & Sons has the right to issue additional quality control standards to protect the reputation of its brands and ensure commercial success of its Products. All Authorized Resellers agree to abide by all additional quality control standards issued by Edward & Sons.
7. **Customer Service.** Authorized Resellers will offer customer service in a timely, diligent, and professional manner to customers who purchase the Product. Authorized Resellers will use commercially reasonable efforts to ensure customer satisfaction, increase customer loyalty, and preserve customer trust in the Edward & Sons Brands.

8. **Intellectual Property.** Edward & Sons owns all proprietary rights in and relating to its brands, including name, logo, trademarks, service marks, trade dress, copyrights, patents, and any other intellectual property related to the Products (“**Intellectual Property**”). Edward & Sons grants its Authorized Resellers a limited, non-transferable, revocable license to use its Intellectual Property for the purpose of marketing, advertising, and reselling the Products in a manner consistent with this Policy. The Intellectual Property will not be affixed to, or advertised in connection with, any goods or services other than the Products. All goodwill arising from the Authorized Resellers’ use of the Intellectual Property shall inure solely to the benefit of Edward & Sons. Authorized Resellers agree to cease all use of the Intellectual Property upon the termination their Authorized Reseller status. **This limited license is granted only to Edward & Sons Authorized Resellers.**
9. **Advertising By Edward & Sons Brands.** Nothing in this Policy limits Edward & Sons’ right to advertise and sell the Product independently from its Authorized Resellers. All decisions regarding the advertising medium or content will remain the sole discretion of Edward & Sons.
10. **Product Warranties.** Edward & Sons warrants the Products to be free from defects in material and workmanship. Edward & Sons warrants that customers who purchase directly from Edward & Sons, or from its Authorized Resellers, will receive unexpired product that is safe to consume when used according to the specification printed in the label. Edward & Sons also warrants that the products sold by Edward & Sons, and its Authorized Resellers, comply with all product safety regulations and appropriate labeling requirements promulgated by the United States Food and Drug Administration, including the Federal Food, Drug and Cosmetic Act, Federal Consumer Product Safety Act, and any other applicable product safety law. Further, Edward & Sons warrants that the Products sold by its Authorized Resellers conform to Edward & Sons’ quality control specifications. Such warranties extend only to Products sold by Edward & Sons and its Authorized Resellers who are subject to Edward & Sons’ quality control standards. **EDWARD & SONS’ WARRANTIES DO NOT EXTEND TO PRODUCTS OBTAINED AND SOLD BY UNAUTHORIZED RESELLERS OR TO PRODUCTS WHICH EDWARD & SONS CONSIDERS ALTERED.**
11. **WARRANTY DISCLAIMER. THE EXPRESS WARRANTIES SET FORTH IN THIS POLICY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EDWARD & SONS HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS POLICY, IN NO EVENT WILL EDWARD & SONS BE LIABLE TO AN AUTHORIZED RESELLER FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EDWARD & SONS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EDWARD & SONS’ LIABILITY WILL NOT EXCEED THE AMOUNT AN AUTHORIZED RESELLER PAID TO EDWARD & SONS FOR THE PRODUCT.**
13. **Termination.** Edward & Sons may terminate a Party’s Authorized Reseller status if the Party breaches the terms of this Policy or for any other reason for which Edward & Sons reasonably believes termination is necessary. Further, if Edward & Sons elects to terminate this Policy, Edward & Sons will give written notice to all Authorized Resellers within a reasonable time. Upon termination, the Authorized Resellers’ authorization to advertise and resell the Product will be immediately revoked.
14. **Notice of Minimum Advertised Price Policy.** Edward & Sons maintains a Minimum Advertised Price Policy that applies to all of its branded products. This section is intended to only give notice of the policy to all Authorized Resellers. It does not constitute consideration for any agreement between the Parties nor a separate agreement regarding the final price that Authorized Resellers will charge their customers. The Minimum Advertised Price Policy is a unilateral policy and not subject to agreement by the Authorized Resellers.