

AUTHORIZED RESELLER POLICY

Terms and Conditions

By Purchasing Unger Enterprises, LLC products for resale, you agree to adhere to this Reseller Policy.

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

Unger has also decided that, in order to maintain and protect the viability of the Unger reseller network for its products, in order to protect the value associated with Unger’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. **Definitions.** Capitalized terms not otherwise defined in this policy have the following meanings:

- a. **“Affiliate”** means, with respect to any person or entity (including either Party), any other person or entity that directly or indirectly controls, is controlled by or is under common control with that person or entity. For purposes of this Policy, “Affiliates” shall also include those retailers who are sold Products by Reseller at wholesale.
- b. **“Applicable Law”** means all applicable laws, statutes, ordinances, rules, regulations, orders or determinations of any relevant federal, state or local governmental authority, including without limitation, those concerning data privacy, the marketing of goods and services, money transfers, payments to government officials, and sanctions and embargoes.
- c. **“Claim”** means any demand, claim, suit, action, audit, investigation, inquiry, legal or other proceeding threatened, brought or instituted against a Party and/or one or more of its Affiliates (and/or one or more of its or their respective employees, directors or representatives) by any individual(s) or any entity or entities other than: (a) an Affiliate of that Party; or (b) the other Party.
- d. **“End User”** means a consumer or business Purchaser who buys Products for the purpose of using the items in a home or commercial setting.
- e. **“Intellectual Property”** means any patent, copyright, trademark, trade dress, trade name or trade secret right, right of publicity, right of any individual to his/her name, voice and likeness, and any other intellectual property or proprietary right of any kind, arising under any U.S. or foreign Applicable Law and arising from or pertaining in any way to Unger or its Products or services, including without limitation, the Unger Marks (and all good will associated with the Unger Marks), as well as the Unger Materials.
- f. **“Order”** means an order placed with Unger by Reseller for delivery of Products.
- g. **“Resale Channels”** means the stores, web site(s) (or portions thereof) and other marketing and sales channels (if any) set forth in the “Resale Channels” area of the Internet Reseller Profile of this Policy (as amended by the Parties from time to time), through which Reseller is authorized to offer and sell Products.
- h. **“Reseller Copy”** means any creative materials of Reseller (including graphics, photos, videos, sounds, animations, text and Reseller Marks) used in connection with Reseller’s advertising, promotion, sale or distribution of the Products.
- i. **“Reseller Marks”** means the Reseller’s trademarks or logos, if any.
- j. **“Purchasers”** means customers of Reseller, whether other entities for further retail sales, or End Users.
- k. **“Sale”, “sell”, “resale”, “resell”** or like terms mean transactions under which Reseller provides Products to Purchasers in the ordinary course of its business, whether or not in exchange for payment.
- l. **“Territory”** means the geographic location identified on the Internet Reseller Profile.
- m. **“Unger Brand Guidelines”** are Trademark Usage and Brand Guidelines which may be made available to Resellers by Unger, as the same may be modified from time to time by Unger in its sole discretion.
- n. **“Unger Marks”** means the UNGER trademark, logo and logotype as may be described in the Unger Brand Guidelines, Product trademarks, Unger or Product service marks, as well as any other mark or logo of Unger or its Affiliates furnished by Unger or its Affiliates to Reseller for use in connection with sales and marketing of Products.
- o. **“Unger Materials”** means (a) the Unger Marks; and (b) all user manuals, training materials, Product descriptions, Product photographs, Product specifications, brochures, technical or usage manuals, policies, requirements

documents, Unger Brand Guidelines made available from time to time, and supporting materials and other information concerning the Products which may be provided by Unger to Reseller, all of the foregoing in any medium or format now or hereafter invented.

2. **Authorization for Sales.** Company grants to the Reseller and the Reseller accepts the non-exclusive right to place Orders for Products and to market, sell, and distribute the Products to Purchasers located in the Territory, which sales shall be made solely through the Resale Channels and/or on the Permitted Websites listed on the Internet Reseller Profile and accepted by Unger. Any changes or additions to the Resale Channels or Permitted Websites must be submitted and approved in writing by Unger prior to use of such new or changed channel or website. Unger, in its sole and absolute discretion, may at any time terminate its approval for Reseller or any of its Affiliates to market and sell Products at one or all of the Permitted Websites, and Reseller (or its Affiliate(s)) must cease all such marketing and sales on the applicable website(s) immediately upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more previously Permitted Websites, Reseller's authorization to use, or permit an Affiliate to use, Unger Marks and Unger Materials on such websites shall be deemed to be revoked. If the right to sell Products through Permitted Websites has been entirely revoked under this Section 2 and no other Resale Channels have been or remain authorized, this Policy shall be deemed to have terminated under Section 17(a) with immediate effect.
3. **Internet Marketplace Sales.** Reseller and its Affiliates are expressly prohibited from selling Unger Products on Internet marketplaces, including without limitation, Amazon, Walmart, eBay, Alibaba, Newegg, Lowes, Home Depot, Rakuten, and Wayfair (each, an "**Internet Marketplace**"), unless and until Reseller itself (or for wholesalers, any Affiliates) has obtained prior written consent from Unger authorizing sales on such Internet Marketplaces as Unger may, in its sole discretion, approve (an "**Internet Marketplace Authorization**"). Among other requirements which Unger may impose from time to time, any request for approval must specify and be limited to specifically approved seller names. Unger may revoke or amend Reseller's Internet Marketplace Authorization by sending notice to Reseller and such revocation or amendment shall become effective upon delivery of such notice. Sales by the Reseller or any Affiliate of any Product through any online auction are strictly prohibited.
4. **Unauthorized Purchasers and Sellers.** Except as expressly permitted by Unger for wholesalers (which must be reflected on the Internet Reseller Profile), Reseller shall not knowingly sell or transfer any of the Products to any person or entity for resale. Reseller shall not sell or offer for sale any goods bearing a trademark, copyright, patent, or trade name associated with Unger or its Affiliates, which Reseller purchased or obtained from a source other than directly from Unger, its Affiliates, or from an authorized wholesale distributor of the Company.
5. **Geographic Sales Limits.** Reseller acknowledges that Products are labeled according to Applicable Law for the location of sale intended by Unger. Accordingly, Reseller may only sell and advertise for sale the Products within the Territory. Unger hereby expressly prohibits the Reseller from soliciting or consummating any Product sales outside the Territory without prior written authorization in each instance. Reseller shall notify the Company of all Product orders the Reseller receives from outside the Territory.
6. **Reseller Obligations.** During the Term of this Policy, Reseller shall:
 - a. use its best efforts to display, promote, demonstrate, market, and sell the Products;
 - b. comply with any Unger Brand Guidelines provided by Company to Reseller;
 - c. not sell or otherwise promote, advertise, market, or provide the Products outside the Territory, or knowingly sell to any person or entity it knows or has reason to know will sell the Products outside the Territory, except as may be approved in writing by Company prior to such sale;
 - d. not obscure or alter in any fashion any serial or batch number or any warning labels on any Product or its packaging;
 - e. promptly respond to all communications and correspondence from Company, and comply with all reasonable guidelines, policies, and procedures issued by Company from time-to-time;
 - f. promptly provide any updates to its Credit Application or the company details submitted in its Authorized Reseller Application as may be necessary to keep Unger fully informed about the accuracy of data previously provided;
 - g. comply with all the terms and conditions of this Policy; and
 - h. conduct and maintain at all times its operations in compliance with Applicable Laws. Without limiting the generality of the foregoing, Reseller shall not engage in any unfair trade practices or deceptive marketing.
7. **Marketing and Promotional Materials.** During the Term of this Policy, Reseller and any Affiliate shall only use Unger Materials for promotion and sale of Products. If Unger Materials are unavailable for specific Products or do not meet the needs of Reseller for any reason, Reseller shall notify Unger in writing and may submit a proposal for substitute materials for Unger's review. No Reseller-generated materials bearing Unger Marks, Unger Materials, or any photographs of Products (whether or not taken by Unger) may be used by Reseller or any of its Affiliates without express approval from Unger in each instance.
8. **Confidentiality.** From time to time, Unger may in its discretion provide Reseller with proprietary information relating to new Product launches, Product price changes, incentives, rebates, business or marketing plans, or other information which is not

public, and will identify the same as proprietary or confidential either in writing or verbally (“**Confidential Information**”). Until such time as the Confidential Information is disclosed by Unger to the general public, or as may be required by Applicable Law, Reseller shall not disclose such Confidential Information to any individual or entity not having a need to know it, and will not otherwise copy or use such Confidential Information for any purpose. Upon termination of this Policy, or upon any sooner request of Company at any time, all such Confidential Information held by Reseller shall be returned to Company and/or destroyed (with a certification of destruction), together with any abstracts or copies thereof.

9. Intellectual Property.

- a. **Grant.** During the Term, Reseller is hereby granted a limited, non-exclusive, non-transferable, revocable license to use the Unger Marks and Unger Materials for the sole purpose of advertising and promoting the sale of Products within the Territory to Purchasers (the “**Licensed IP**”).
- b. **Ownership.** Reseller acknowledges and agrees that Unger owns and shall at all times retain sole ownership of all Intellectual Property associated with or deriving from the Products, including without limitation, the Unger Marks and Unger Materials, together with all Confidential Information (as defined above), and all modifications, documentation, designs and other information pertaining to the Products.
- c. **Restrictions and Limitations.**
 - i. As used alone or as part of any Reseller Copy, Reseller shall ensure that the Licensed IP is: (1) used in conjunction with the ® or TM designations as directed by Company; (2) not modified in any manner without the prior written consent of Company; (3) used alone without any other terms, marks, or designs which may detract from the Licensed IP; (4) not used in any way that disparages the Intellectual Property or Company; and (5) otherwise used and displayed according to the Unger Brand Guidelines as amended from time to time.
 - ii. Reseller shall have no right, title, or interest in or to the Licensed IP or other Intellectual Property. All use of the Intellectual Property and the goodwill associated with the Unger Marks shall inure to the benefit of Company. Any Reseller Copy containing Unger Marks shall be submitted to Company for written approval prior to distribution. Reseller shall not do anything inconsistent with Company’s ownership of the Intellectual Property.
 - iii. Reseller shall not, during the Term or thereafter, challenge the validity of the Intellectual Property or Company’s title to or rights in the Intellectual Property.

10. **Registrations, Domain Names and Social Media Handles.** Reseller confirms that it has not and shall not apply in any country for trademark or trade dress registration, nor shall it register any Intellectual Property right, including, but not limited to, Unger Marks, designs, patents, utility models, or copyrights, arising from or in connection with the Products. In particular, domain names, social media names and handles, non-fungible tokens, or any other digital assets now or hereafter invented including or incorporating Unger Marks in whole or in part (“**Digital Assets**”) have not and may not be registered or created by or on behalf of Reseller or any of its Affiliates. Upon request, Company will consider registering such Digital Assets in its own name and specifically licensing use of the Digital Asset by Reseller; provided that such license shall be in writing on terms acceptable to Company in its sole discretion.

11. **Sales Practices.** Reseller shall conduct its business using the highest standards in the industry and in an 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 Unger in writing. Reseller shall at all times comply with Applicable Laws relating to the advertising, sale, and marketing of Unger products. Reseller shall comply with its own privacy policy and all applicable data privacy laws and use best marketing practices in its industry.

12. Orders, Performance, and Terms of Sale.

- a. ***Orders; Approval.*** All Orders placed by Reseller shall be made using communications methods utilized by Company from time to time and shall be by a firm, binding purchase order from Reseller. Prices for Products are subject to change upon not less than sixty (60) days’ notice to Reseller, which may be provided by a general announcement by Company and/or a posting on the Company’s website.
- b. ***Fulfillment.*** The Company will use commercially reasonable efforts to process and fill Reseller's Orders in a commercially reasonable time. Company shall not be liable in damages for Company’s delay or default in performing under this Policy if such delay or default is caused by an Event of Force Majeure.
- c. ***Payment.*** The Company reserves the right to grant, deny, or change credit terms at any time in its sole discretion. All invoices for orders placed by Reseller and accepted by Company shall be rendered due and payable by Reseller upon shipment, unless Company grants credit terms to Reseller in writing. If Company grants credit terms to Reseller, payment will be due net thirty (30) days after the invoice date. Interest will be charged on all past due amounts at a rate equal to the lesser of: (i) one and one half percent (1.5%) per month until paid; or (ii) the highest rate permitted

by Applicable Law.

- d. *Returns.* Any returns must be submitted in accordance with Company's published Return Policy.
 - e. *Shipping.* Notwithstanding anything to the contrary in this Policy or in any Order, all Products sold hereunder will be sold FOB (Incoterms 2010) at Company's designated shipping location. Reseller accepts all title, risk of loss and physical control and all financial responsibility for all Products when such Products are accepted for shipment by the freight forwarder at Company's designated shipping location.
 - f. *Product Handling.* Reseller shall comply with all Product quality control and Product handling standards, including, but not limited to, Product storage and shipping requirements, as announced from time to time by Unger.
13. **Unilateral Policy.** Reseller acknowledges that it has been informed of Unger's Unilateral Price Policies as they apply to the advertisement for sale of Unger Products from resellers to Purchasers in the United States of America. There is no Agreement, express or implied, between Unger and resellers with respect to the advertised or resale pricing of Unger Products. If any director, officer, employee, representative, or other agent of Unger tries to coerce resellers to agree to the price at which resellers advertise or resell Unger products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify Unger's Unilateral Policy Committee at UEBrandProtection@ungerglobal.com.
14. **Expenses.** Reseller shall be responsible for paying all expenses incurred by it in the performance of this Policy, including employee pay/benefits, rent, office expenses, marketing and promotion expenses, employee training costs, packaging and supply expenses, courier or overnight delivery service expenses, travel expenses, and tool, equipment, advertising, licensing, tax, insurance, entertainment, meal, personnel and telephone expenses. Company has no obligation to withhold any state or federal income taxes, social security, or other taxes from payments made to Reseller (if any), nor shall it make any workers' compensation or unemployment benefit payments, contributions or payroll tax payments on behalf of Reseller or its Affiliates, or anyone employed or engaged by Reseller or its Affiliates. Reseller agrees that neither it nor any of its employees shall be entitled to participate in any employee benefit plans, retirement, insurance or other benefit programs of Company.
15. **Product Packaging.** Resellers shall sell Unger Products in their original packaging. Relabeling, repackaging, bundling and other alterations are not permitted without express written permission from Company. 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.
16. **Reseller Representations and Warranties.** Reseller represents and warrants to Company that (a) it is a legal entity in good standing under Applicable Laws and is qualified under Applicable Laws to conduct business and sell Products in all locations in which it now or hereafter operates.
17. **Indemnification.** Except as otherwise expressly provided herein, Reseller shall, and hereby does, indemnify, defend, save and hold harmless Unger, 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 Claims, and any other losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, Policy's, 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 or threatened breach of, or actual or threatened failure to perform, any representation, warranty, term, covenant or condition in the Policy by Reseller or any Affiliate of Reseller, or (b) the negligence or willful misconduct of Reseller or its officers, employees, agents or contractors, or any of Reseller's Affiliates or its officers, employees, agents or contractors. Such indemnification shall include Company's legal fees and costs, if any, incurred in connection with a Claim or any other enforcement of this Policy.
18. **Company's Liability.**
- a. *Exclusive Warranty and Remedies.* The Company warrants only that on the day and time of delivery (the "**Delivery Time**") of a Product to the common carrier at Company's shipping location, such Product will conform to the written specifications with respect thereto as published by Company as of such Delivery Time (the "**Warranty**"). Distributor shall have only until the end of a period of ninety (90) days from the Delivery Time or such longer time as has been designated by Company, if any (the "**Warranty Claims Period**") to make a claim in writing to Company, using Company's Return Policy process, that such particular Product does not conform to the applicable Warranty. If Company confirms that any such Product sold hereunder fails to meet the foregoing Warranty, Company's sole obligation, and Reseller's sole remedy, shall be either the replacement of the Product that does not comply with the Warranty, or the reimbursement of the price paid therefor.
 - b. **LIMITED LIABILITY. EXCEPT AS PROVIDED IN SECTION 18(a), THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND IN CONNECTION WITH THE PRODUCTS, INCLUDING**

ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY TO RESELLER OR ANY THIRD PARTY OTHER THAN FOR REPLACEMENT OF OR REIMBURSEMENT FOR ANY NON-CONFORMING PRODUCT. COMPANY SHALL NOT BE LIABLE TO RESELLER UNDER OR AS A RESULT OF THIS POLICY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE CLAIMS, LOSSES, LIABILITIES OR DAMAGES OF ANY KIND, INCLUDING ANY LOST SALES OR PROFITS, OR LOSS OF GOODWILL, REPUTATION, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR UNDER ANY OTHER THEORY AT LAW OR IN EQUITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, COMPANY'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO RESELLER AND ITS AFFILIATES FOR ANY DAMAGES (INCLUDING ALL INDEMNIFICATION DAMAGES AND CLAIMS) IN CONNECTION WITH OR UNDER THIS POLICY, REGARDLESS OF THE THEORY OR NATURE, SHALL NOT EXCEED THE SUM OF ALL PAYMENTS RECEIVED BY COMPANY FROM RESELLER DURING THE SIX (6) MONTHS PRIOR TO ANY CLAIM. ANY CLAIM MUST BE BROUGHT BY RESELLER NOT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES OR IS DISCOVERED.

19. **Additional Terms and Conditions.** Resellers agree to comply with the additional terms and conditions set forth by Unger from time to time which may be changed by Unger in its sole discretion.

Unger 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 Unger determines that a reseller is in violation of this Reseller Policy, Unger 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: UEBrandProtection@ungerglobal.com