



INDIGO WILD, LLC AUTHORIZED RESELLER POLICY
Effective Date: September 14, 2020

This Indigo Wild, LLC Authorized Reseller Policy (“Reseller Policy”) is issued by Indigo Wild, LLC (“Indigo Wild”) and applies to Authorized Resellers of Indigo Wild products (“Product(s)”) in the United States of America. By purchasing Products from Indigo Wild or an Authorized Indigo Wild Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. If purchasing Products directly from Indigo Wild, please note that Indigo Wild will only ship Products to Reseller’s registered, commercial brick-and-mortar storefront and will not ship Products to a residential address or home-based business. Until such status is otherwise revoked by Indigo Wild, in Indigo Wild’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” hereunder. Indigo Wild may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users. An “End User” is any purchaser of the Product who is the ultimate consumer for whom the Product was designed and who does not intend to resell the Product to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America without Indigo Wild’s prior written consent.
2. **Online Sales.** Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, or Target+), mobile application, or other online forum without the prior written consent of Indigo Wild, granted through execution by Indigo Wild of the Indigo Wild, LLC Authorized Online Seller Agreement. The terms of this Reseller Policy supersede any prior agreement between Indigo Wild and Reseller regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Indigo Wild to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.
3. **Sales Practices.** Reseller 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. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Indigo Wild. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller’s business or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Indigo Wild or the Products. To the extent Reseller purchases directly from Indigo Wild, Reseller shall purchase at least \$1,500 in Product inventory annually to maintain its direct purchasing relationship.
4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Product Care, Customer Service, and Other Quality Controls attached hereto as Exhibit A.
5. **Intellectual Property.** Reseller acknowledges and agrees that Indigo Wild owns all proprietary rights in and to the Indigo Wild brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Indigo Wild IP”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Indigo Wild IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the Indigo Wild IP shall inure solely to the benefit of Indigo Wild. Reseller’s use of the Indigo Wild IP shall be in accordance with any guidelines that may be provided by Indigo Wild from time to time (“Brand Guidelines”) and must be commercially reasonable as to the size, placement, and other manners of use. Indigo Wild reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Indigo Wild IP at any time, without limitation. Reseller shall not create, register, or use any domain name or any mobile application that contains any Indigo Wild product name or any trademark owned by Indigo Wild, nor a misspelling or confusingly similar variation of any Indigo Wild product name or any trademark owned by Indigo Wild.



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

7. **Modification.** Indigo Wild reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Indigo Wild IP, or use of any other information or materials provided by Indigo Wild to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy, and its attachments, constitute confidential, proprietary information of Indigo Wild 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 Indigo Wild.



EXHIBIT A
INDIGO WILD, LLC PRODUCT CARE, CUSTOMER SERVICE,
AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Indigo Wild regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels.
2. Inventory of Products shall be managed on a “first-in, first-out” (FIFO) basis, with older inventory being sold before newer inventory of the same Product.
3. Products shall be stored in a sanitary environment at room temperature and away from direct sunlight. Products must be handled in accordance with good industrial hygiene and safety practices.
4. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
5. Do not remove, translate or modify the contents of any label or literature on or accompanying the Products.
6. Do not tamper with, deface, or otherwise alter any serial number, batch or lot code, or other identifying information on Products or their packaging.
7. Do not dilute Products.
8. Do not resell any Product that has been returned opened or repackaged.
9. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, do not offer the Product for sale or installation (where applicable) and promptly report the Defect to Indigo Wild at zumquality@indigowild.com.
10. Be familiar with the shelf life and/or “best by” date for all Products. Inspect inventory regularly for Products past or close to their shelf life and/or “best by” date and remove those Products from inventory. Do not sell any Products that are past their shelf life and/or “best by” date. Dispose of any such Products in accordance with instructions provided by Indigo Wild.
11. Be familiar with the ingredients in and special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection (e.g., Indigo Wild’s “Top Seller Smellers”) and safe use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and endeavor to respond to customer inquiries promptly.
12. Cooperate with Indigo Wild with respect to any Product tracking systems that may be implemented from time to time.
13. Cooperate with Indigo Wild with respect to any Product recall or other consumer safety information dissemination efforts.
14. Report to Indigo Wild any customer complaint or adverse claim regarding the Products of which you become aware and assist Indigo Wild in investigating any such complaints or adverse claims.
15. Cooperate with Indigo Wild in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

