



Dear Retailer,

To protect the Cariloha® brand and our authorized distribution channels in the United States, Cariloha is announcing and implementing a U.S. Authorized Seller Program effective February 1, 2023. The program will ensure that Cariloha's authorized sellers ensure product quality and provide the excellent customer service that is integral to the reputation of our brand. The program will also assist us in identifying and taking action against unauthorized sellers that are harming consumers and our authorized sellers through the sale of diverted and low-quality products.

Your obligations under our new Authorized Seller Program are in the **Brand Protection Policy for the United States**, and its key points are noted below:

- **Authorized Customers**: You may sell Cariloha products only to "End Users" and not to those who intend to resell the products. You are also only authorized to sell Cariloha products in the United States.
- **Online Sales**: You are authorized to sell Cariloha products on your own, proprietary website, subject to Cariloha's Online Sales Guidelines (attached as an exhibit to the policy). You are **not** authorized to sell Cariloha products elsewhere online without Cariloha's separate written consent, including as a third-party seller on online-marketplace websites such as Amazon, eBay, and Walmart Marketplace.
- **Product Quality and Customer Satisfaction**: The policy outlines our expectations for the service you will provide to your customers and the steps you must take to maintain the quality of Cariloha products until they reach end users.

Thank you for your careful attention to the documents and for your ongoing support of Cariloha.

Sincerely,

Cariloha, LLC



**CARILOHA, LLC BRAND PROTECTION POLICY  
FOR THE UNITED STATES  
Effective Date: February 1, 2023**

This Cariloha, LLC Brand Protection Policy for the United States ("Brand Protection Policy") is issued by Cariloha, LLC ("Cariloha") and applies to Authorized Retailers of Cariloha® branded products ("Product(s)") in the United States of America. By purchasing Products from Cariloha for retail sale, you ("Retailer") agree to adhere to the following terms. This Brand Protection Policy supplements any then-current retailer agreement between you and Cariloha. Until such status is otherwise revoked by Cariloha, in Cariloha's sole and absolute discretion, Retailer shall be considered an "Authorized Retailer." Cariloha may review Retailer's activities for compliance with this Brand Protection 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 Products only to End Users in the United States of America. An "End User" is any purchaser of the Products who is the ultimate user 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 or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, or promote the Products outside the United States of America without Cariloha's prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale 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) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Facebook Marketplace, Target+, and Walmart Marketplace); and
- (iii) is operated in compliance with the terms and conditions set forth in the Cariloha, LLC Online Sales Guidelines, attached as Exhibit A, as Cariloha may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Cariloha.**

(c) Cariloha 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 Brand Protection Policy supersede any prior agreement between Cariloha and Retailer regarding the sale of the Products online. Any authorization previously granted to Retailer by Cariloha to sell the Products on or through a website, mobile application, or other online forum is revoked.

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 Cariloha. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer's business and/or (b) related to the marketing and sale 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 Cariloha or the Products. Retailer shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Retailer shall comply with the Cariloha, LLC Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as Cariloha may amend from time to time.

5. **Intellectual Property.**

(a) Retailer acknowledges and agrees that Cariloha owns all proprietary rights in and to the Cariloha brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Cariloha IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Cariloha 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 Cariloha IP shall inure solely to the benefit of Cariloha.

(b) Retailer's use of the Cariloha IP shall be in accordance with any guidelines that may be provided by Cariloha from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Cariloha reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the Cariloha IP at any time, without limitation. In marketing the Products, Retailer shall only use images of Products either supplied by or authorized by Cariloha and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Retailer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Cariloha Product name or trademark, nor a misspelling or confusingly similar variation of any Cariloha Product name or trademark.

6. **Termination.** Cariloha 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 Cariloha Products or has any affiliation whatsoever with Cariloha; and (iii) using all Cariloha IP.

7. **Modification.** Cariloha reserves the right to update, amend, or modify this Brand Protection Policy at any time. 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 Cariloha IP, or use of any other information or materials provided by Cariloha to Retailer will be deemed Retailer's acceptance of the amendments.

**EXHIBIT A**  
**CARILOHA, LLC**  
**ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Cariloha or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious 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 or in an order confirmation email sent at the time of purchase.
3. At Cariloha'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 Cariloha for review upon request. Retailer agrees to cooperate with Cariloha 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. Retailer shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Cariloha.
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.

**EXHIBIT B**

**CARILOHA, LLC**

**PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Cariloha regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product tags, labels, and/or associated literature. Store Products in a cool, dry place, away from direct sunlight, in an environment where the Products and the Products' packaging are not susceptible to soiling, punctures, rust, mold, or mildew.
2. Sell Products with their original labels, tags and/or associated literature and in original retail packaging (if any). Relabeling, repackaging (including the separation of paired or bundled Products or the pairing or bundling of Products), and other alterations to Products or their packaging, tags and/or associated literature are not permitted.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, lot code, or other identifying information on Products or their packaging.
4. Do not represent, advertise, or resell any Product as "new" that does not have original labels, tags, and/or associated literature accompanying the Product, or that may have been, or appears to have been, worn, used, washed, altered, and/or is otherwise not in its original state as received from Cariloha.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, dirty or soiled appearance, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Cariloha at [onlineservice@cariloha.com](mailto:onlineservice@cariloha.com).
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and use of the Products, as well as any applicable warranty, guarantee, or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly. Contact Cariloha if you are unable to answer a customer's question or concern regarding the Product.
7. Except where Retailer has entered into a drop-shipment arrangement with Cariloha whereby Cariloha ships Products on Retailer's behalf to customers who order Products, under no circumstances shall Retailer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Retailer's.
8. Retailer shall ensure that any third-party logistics provider engaged by Retailer to store inventory or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed to Retailer by Cariloha. Retailer shall ensure that any such third-party logistics provider stores Retailer's inventory of Products separately from any Products owned by any third party. Cariloha reserves the right to request additional information regarding Retailer's use of third-party logistics providers, and Retailer shall promptly provide such information upon request. Retailer shall cooperate with Cariloha in investigating any concerns related to the Products that may relate to Retailer's use of a third-party logistics provider. Under no circumstances shall Retailer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Retailer's.
7. Cooperate with Cariloha with respect to any Product tracking systems that may be implemented from time to time.

8. Cooperate with Cariloha with respect to any Product recall or other consumer safety information dissemination efforts.
9. Report to Cariloha any customer complaint or adverse claim regarding the Products and assist Cariloha in investigating any such complaints or adverse claims.
10. Cooperate with Cariloha 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.