

## **BODY SPORT® AUTHORIZED DISTRIBUTOR POLICY**

**Effective Date: May 1, 2024**

This Body Sport® Authorized Distributor Policy (“Distributor Policy”) is issued by Body Sport® (“Body Sport®”) and applies to distributors of Body Sport® products (“Product(s)”) in the United States of America. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and Body Sport®. By purchasing Products from Body Sport® for retail sale to End Users (as hereinafter defined) and distribution to Authorized Resellers (as hereinafter defined), you (“Distributor,” “you” or “your”) agree to adhere to the following terms and conditions. Until such status is otherwise revoked by Body Sport® in Body Sport®’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” Body Sport® may review Distributor’s activities for compliance with this Distributor Policy and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Distributor is authorized to sell Products purchased from Body Sport® to Authorized Resellers and End Users (collectively, “Authorized Customers”).

(a) An “Authorized Reseller” is an individual or business entity that:

- (i) purchases Products from Body Sport® or an Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and agrees to adhere to the Body Sport® Authorized Reseller Policy; and
- (iii) has not had its Authorized Reseller status revoked by Body Sport®.

(b) An “End User” is any 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.

(c) If any customer or prospective customer of Distributor that seeks to purchase Products for purposes of resale is not yet an Authorized Reseller, Distributor shall immediately provide the Body Sport® Authorized Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Body Sport® Authorized Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until Body Sport® revokes such status. Authorized Resellers are determined by Body Sport® in its sole discretion.

(d) Distributor shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Reseller customers as requested by Body Sport® from time to time.

(e) Distributor agrees to cease or suspend sales to any customer promptly upon request of Body Sport®.

(f) Distributor shall not sell, ship, invoice, or promote the Products outside the United States of America or to anyone Distributor knows or has reason to know intends to ship the Products outside of the United States of America without Body Sport®’s prior written consent.

(g) Notwithstanding Section 1(a), Distributor shall not sell Products to any entity that operates a third party marketplace website, including, but not limited to Amazon.com, Groupon.com, or Jet.com.

2. **Online Sales.** Distributor is authorized to advertise and sell Products through Permissible Public Websites and Permissible Non-Public Websites (collectively, “Permissible Websites”) in accordance with the terms herein.

(a) A “Permissible Public Website” is a website that:

- (i) is operated by Distributor in Distributor’s legal name or registered fictitious name;
- (ii) conspicuously states Distributor’s legal name or registered fictitious name, mailing address, telephone number, and email address;
- (iii) does not give the appearance that it is operated by Body Sport® 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 Body Sport® may amend from time to time.

- (b) A “Permissible Non-Public Website” is a website or mobile application that:
- (i) is operated by Distributor in Distributor’s legal name or registered fictitious name;
  - (ii) conspicuously states Distributor’s legal name or registered fictitious name, mailing address, telephone number, and email address;
  - (iii) does not give the appearance that it is operated by Body Sport® or any third party;
  - (iv) is primarily used to facilitate orders from Authorized Resellers; and
  - (v) does not display Product pricing information in a manner that can be viewed without registering for an account and logging in.

(c) **Distributor shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Website without the prior written consent of Body Sport®. Sales on third party marketplace websites such as Amazon, eBay, Jet, or Walmart Marketplace are prohibited without Body Sport®’s prior written consent.**

(d) Body Sport® reserves the right to terminate, at any time and in its sole discretion, its approval for Distributor to market and sell Products on the Permissible Websites, and Distributor must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination.

3. **Sales Practices.** Distributor 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. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Body Sport®. Distributor shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Body Sport®.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Distributor shall comply with all instructions provided by Body Sport® regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Distributor shall store Products in a cool, dry place, away from direct sunlight.

(b) Distributor shall 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 without Body Sport®’s prior written authorization. Distributor shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products without Body Sport®’s prior written authorization. Distributor 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. Distributor shall not dilute Products.

(c) Distributor shall not represent or advertise any Product as “new” that has been returned open or repackaged. Distributor shall not resell any massage cream Product that has been returned with its sealing disc broken, missing, tampered with, or damaged.

(d) Promptly upon receipt of the Products, Distributor shall inspect the Products and their packaging for damage, defect, broken or missing sealing discs, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Distributor must not offer the Product for sale and must promptly report the Defect to Body Sport® at 1-800-544-7257 or PolicyCompliance@Body Sport®products.com.

(e) Distributor shall inspect its inventory regularly for expired Products and shall remove those Products from its inventory. Distributor shall not sell any expired Products. Distributor shall destroy or dispose of expired Products appropriately and in accordance with any instructions provided by Body Sport®.

(f) Distributor 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. Distributor 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) Distributor shall cooperate with Body Sport® with respect to any Product tracking systems that may be implemented from time to time.

(h) Distributor shall cooperate with Body Sport® with respect to any Product recall or other consumer safety information dissemination efforts.

(i) Distributor shall report to Body Sport® any customer complaint or adverse claim regarding the Products of which it becomes aware. Distributor shall assist Body Sport® in investigating any such complaints or adverse claims.

(j) Distributor shall cooperate with Body Sport® in the investigation and resolution of any quality or customer service issues related to Distributor's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Distributor acknowledges and agrees that Body Sport® owns all proprietary rights in and to the Body Sport® brand, name, logos, trademarks, service marks, trade dress, copyrights, patents, and other intellectual property related to the Products (the "**Body Sport® IP**"). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Body Sport® IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the Body Sport® IP shall inure solely to the benefit of Body Sport® or its licensors. Distributor's use of the Body Sport® IP shall be in accordance with any guidelines that may be provided by Body Sport® from time to time ("**Brand Guidelines**") and must be commercially reasonable as to the size, placement, and other manners of use. Body Sport® reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the Body Sport® IP at any time, without limitation. Distributor shall not create, register, or use any domain name or any mobile application that contains any Body Sport® product name or trademark, nor a misspelling or confusingly similar variation of any Body Sport® product name or trademark.

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

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

8. **Confidentiality.** This Distributor Policy and its attachments constitute confidential, proprietary information of Body Sport® 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 Body Sport®.

**EXHIBIT A**  
**BODY SPORT® ONLINE SALES GUIDELINES**

Distributor's approval to sell Body Sport® 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 Body Sport® or any third party.
2. Anonymous sales are prohibited. Distributor'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 Body Sport®'s request, Distributor 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 Distributor shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Distributor agrees to provide copies of any information related to customer feedback (including any responses to customers) to Body Sport® for review upon request. Distributor agrees to cooperate with Body Sport® in the investigation of any negative online review associated with Distributor'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. Distributor 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. Other than a drop-ship arrangement with Body Sport®, unless separately authorized by Body Sport® in writing, Distributor shall not use any third party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Distributor fulfill orders in any way that results in the shipped Product coming from stock other than Distributor's or Body Sport®'s.
8. In marketing the Products on the Permissible Public Websites, Distributor shall only use images of Products either supplied by or authorized by Body Sport® and shall keep all Product images and descriptions up to date.