

U.S. AUTHORIZED RESELLER POLICY
Effective: March 1, 2020

This Policy apply to all sales of Implus Footcare, LLC (“Implus”) Products by Authorized Resellers and Authorized Online Resellers.

1. Definitions

1.1 Products

Products manufactured by or on behalf of Implus which bear the Implus Marks for which Implus has granted Reseller or Authorized Distributor the right to sell or distribute in Authorized Sales Channels in the Territory.

1.2 Authorized Distributor

Businesses which buy Products directly from Implus and stock these same products for the purpose of selling to Authorized Resellers, Authorized Online Sellers, or other commercial or professional entities.

1.3 Authorized Reseller

Businesses which purchase Products from Implus or Authorized Distributors for the purpose of “Brick and Mortar Store” sales, whose selling establishments are approved and authorized to sell Implus brands.

1.4 Authorized Online Reseller

Businesses which purchase Products directly from Implus or Authorized Distributors for the purpose of online consumer retail sales, whose selling websites are approved and authorized to sell Implus brands.

1.5 Brick and Mortar Store

Traditional physical store, showroom, or similar business location that is publicly accessible (no account necessary to purchase) in which the seller primarily addresses its customers in face-to-face transactions.

1.6 Authorized Sales Channels

Reseller’s own physical Brick and Mortar Stores, Reseller’s temporary storefronts at events, Reseller’s catalog, or Reseller’s own retail website approved in advance by Implus to sell Products.

1.7 Territory

The United States unless Implus has only approved Reseller for sales in a specific area or region within the United States.

1.8 Right to Sell Products in Territory is Non-Exclusive

Resellers are granted the non-exclusive right to represent and sell Implus Products in the Territory via Authorized Sales Channels only under the exact business/seller names approved and authorized by Implus.

2. Limitations

2.1 Sales Channels outside of Authorized Sales Channels, such as online marketplaces (e.g., Amazon, eBay, Walmart Marketplace), websites not owned by the Reseller, discount or liquidation/closeout channels, or other businesses owned or controlled by Reseller, are expressly disapproved and prohibited by this Policy without the prior written approval of Implus.

2.2 Reseller shall not sell, offer to sell, or advertise Products, outside of the

Reseller’s assigned Territory or Authorized Sales Channels. Section 2.2 shall survive the expiration or termination of this Policy.

2.3 Implus’ sole obligations concerning any Product shall be limited to those obligations stated in any written warranties provided with the Product. Any implied warranties with respect to Product, including, but not limited to the implied warranty of merchantability and fitness for a particular purpose are hereby excluded. No employee, representative or agent (including Reseller) is authorized to make any other warranty or representation concerning Product, and Reseller shall not make any warranties, express or implied, on behalf of Implus. All Implus warranties and representations are null and void for sales of Products outside of the Territory or outside of the Authorized Sales Channels. To the fullest extent permitted by law, Implus shall have no liability whatsoever for claims or injuries arising from sales of Products made outside the Territory or Authorized Sales Channels, including, but not limited to liability for product defects and intellectual property infringement. Section 2.3 shall survive the expiration or termination of this Policy.

2.4 If Reseller violates this Policy, or any other Implus policy, or engages in any manner of improper or inappropriate business conduct, Implus may, in its sole discretion, immediately (i) suspend Reseller’s eligibility to purchase Products, or (ii) terminate Reseller’s account with Implus.

2.5 Unless Implus specifically agrees in writing in acknowledging or accepting any order from Reseller, any terms and conditions appearing in a Reseller’s order contrary to those stated herein are deemed waived by Reseller. Reseller’s submission of an order to Implus constitutes Reseller’s agreement to comply fully with the terms and conditions of this Policy.

3. Additional Reseller Obligations and Restrictions

3.1 Reseller must disclose to Implus all dbas, business names, subsidiaries, online seller names, domains, websites, etc., through which Reseller sells Products in the Territory and Authorized Sales Channels.

3.2 Reseller shall only use marketing materials, content and images provided by Implus or approved in writing by Implus in connection with selling, offering to sell, marketing, and advertising Products.

3.3 Reseller shall not make any representations, warranties, guarantees or disclaimers to customers or to the trade as to the Products, including with respect to the specifications, features, performance, uses, or capabilities of Products, beyond those specifically provided to Reseller by Implus.

3.4 Reseller shall not alter the packaging of Products or remove Products from their original packaging, or add any names, brands, websites, addresses, telephone numbers, or other matter to the original packaging.

3.5 Reseller shall comply with all applicable laws, rules, and regulations related to advertising, marketing, sale, and distribution of Products.

3.6 Reseller shall not engage in any deceptive, fraudulent, misleading behavior or unethical practices in selling or advertising the Products.

3.7 Reseller shall use its best efforts to maintain the reputation and high-quality image of the Products. Reseller's marketing and advertising of Products shall be of high quality and in "good taste," preserving the positive image and consumer impression of Implus and the Products.

3.8 Reseller shall establish and maintain levels of sales and customer support that maintain, protect, and enhance the image and reputation of the Products and the Implus family of brands.

3.9 Reseller shall not, directly or indirectly, without Implus' prior written consent, which may be granted or withheld at Implus' sole discretion, engage in any paid search advertising, search engine marketing, or other online advertising or marketing campaign that uses an Implus Mark or any word or phrase that is confusingly similar to an Implus Mark (including any variation or misspelling) as a stand-alone search term or keyword. Reseller must set the Implus Marks as negative exact match or negative keywords. Any paid search advertising, search engine marketing, or similar online advertising or marketing campaign by Reseller must use the Implus Mark combined with a descriptive or generic term or phrase related to Products and shall not identify Products unavailable for purchase from Reseller, or direct consumers to a website that does not sell Products, or use terms like "official" or "original" or other words and phrases that are misleading or inaccurate. Further, Reseller's online advertising or marketing campaigns must be consistent with the high standards, value, reputation and prestige associated with Products and Implus Marks. Reseller is prohibited from using terms such as "clearance," "lowest prices" or the like, without prior written permission from Implus. In all cases, Implus will make the final determination in its sole discretion as to whether of an Implus Mark in online advertising or marketing campaigns is permissible.

4. Limited License

4.1 Subject to the terms of this Policy, Implus grants Reseller a revocable, non-assignable, non-exclusive, limited license to use Implus' trademarks, service marks, trade names, trade dress, designs, logos and copyrights relating to the Products (collectively, the "Implus Marks") solely for purposes of selling Products in the Territory or Authorized Sales Channels.

4.2 With respect to Reseller's use of registered trademarks, Reseller shall always use the ® designations in connection with all registered Product trademarks, and with respect to unregistered trademarks used on or in connection with the Products, Reseller shall always use the ™ designation.

4.3 Reseller acknowledges and agrees that Implus is the exclusive owner of all right, title and interest in and to the Implus Marks and all other intellectual property rights of any kind associated with any Product (collectively, the "Intellectual Property"). Reseller acknowledges and agrees that any and all goodwill arising from Reseller's use of the Intellectual Property shall inure solely and exclusively to the benefit of Implus. Reseller acquires no interest in or to any of the Intellectual Property, other than as expressly granted herein, by virtue of Reseller's sale of Products.

4.4 Reseller is prohibited from registering, using, and applying for any trademark, service mark, corporate or business name, seller name, domain name, social media username etc., that contains an Implus Mark or Product name or that is confusingly similar to an Implus Mark or Product name.

4.5 Implus retains all rights to use the Implus Marks itself and to license the Implus Marks to third parties in its sole discretion. Implus may revoke, or place additional limits on the ability of Reseller to use the Implus Marks at any time for any reason in its sole discretion.

4.6 Upon expiration or termination of this Policy for any reason, Reseller's license to use the Implus Marks shall immediately cease and Reseller shall discontinue all use of Implus Marks.

5. Orders; Shipment; Price and Payment Terms

5.1 Orders

5.1.1 All Product orders submitted by Reseller shall be subject to Implus' acceptance, and Implus may refuse to fulfill any Product order for any reason in its sole discretion. Implus shall make all attempts to fill and ship orders within a reasonable time; however, Implus shall not be liable to Reseller for damages of any nature whatsoever arising from Implus' refusal to fill any order, delays in shipment or delivery, or errors in filling any order.

5.1.2 Implus shall sell Products to Reseller at Implus' then stated prices and terms of sale.

5.1.3 Reseller shall purchase all of its requirements of Products exclusively from Implus or an Authorized Distributor.

5.1.4 Orders are accepted subject to credit investigation and approval. Implus may withhold shipment or delivery of orders if, in its sole opinion, Reseller's ability to pay for the products on these terms and conditions is in doubt, except upon receipt of payment in advance, or security, or such other terms as Implus considers satisfactory. Reseller shall reimburse Implus upon demand, for any costs of collection or enforcement of security interest incurred by Implus, including reasonable attorney's fees.

5.2 Shipments

All shipments of Product from Implus to Reseller shall be F.O.B. Implus' shipping location, where delivery of Products shall be made to Reseller and title and risk of loss and damage of Products shall pass to Reseller.

5.5 Payment Terms

Reseller shall promptly pay, as and when due, all amounts payable to Implus in accordance with the terms and conditions of any applicable invoice, order form or other written documents relating to the sale of any Product to Reseller. Implus reserves the right to apply delinquency or recovery charges within the maximum amount permitted by law for any unpaid balance to be paid with Reseller's next remittance.

6. Miscellaneous

6.3 Assignment

Reseller may not assign this Policy without the prior written consent of Implus. Subject to the foregoing, this Policy shall bind and inure to the benefit of the Parties hereto and its respective successors and assigns.

6.4 Independent Parties

Neither Party shall have the authority to bind the other Party to any contract, responsibility or obligation. The relationship between Implus and Reseller is solely that of independent parties. This Policy shall not be deemed to establish a joint venture or partnership.

6.5 Prior Agreements/Policies

This Authorized Reseller Policy replaces and supersedes any prior Authorized Reseller Policy or Authorized Reseller Agreement in the U.S. This Authorized Reseller Policy is in addition to, and separate from, all other Implus policies.