



U.S. AUTHORIZED RESELLER POLICY

Revision Effective Date: October 1, 2026

This Policy applies 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, with 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 Minimum Advertised Price Policy

"UMAP Policy" means Implus' then-current Unilateral Minimum Advertised Price Policy, as amended from time to time, which governs the advertised prices of covered Products in public-facing advertising and sales channels. The UMAP Policy does not restrict the price at which a Reseller may ultimately sell Products, but it does govern advertised pricing, promotional displays, coupons, rebates, bundles, marketplace listings, comparison shopping results, paid search ads, email promotions, social media advertisements, and any other public-facing price communication.

Nothing in this Policy authorizes any particular advertised price, and all public-facing advertising, listings, promotions, and price communications for Products remain subject to the UMAP Policy.

1.9 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.

Reseller's appointment is non-exclusive and limited to the retail sale of Products only through the Authorized Sales Channels, approved physical store locations, approved e-commerce websites, and exact business, seller, storefront, or account names authorized by Implus in writing. Reseller shall not sell, offer for sale, advertise, transfer, or list Products through any other location, account, entity, marketplace, website, or sales channel unless expressly approved by Implus in writing.



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2. Limitations

1. Sales Channels outside of Authorized Sales Channels, such as online marketplaces, 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. Approval to sell through any online marketplace, third-party marketplace, or other digital sales channel is separate from, and conditioned upon, ongoing compliance with the UMAP Policy, this Policy, all authorized seller requirements, and any written marketplace-specific approval issued by Implus.
2. Marketplace approval, where granted in writing by Implus, does not waive or modify the UMAP Policy or the requirement that all advertised pricing comply with the UMAP Policy.
3. As a material condition of authorization, Reseller shall not, directly or indirectly, list, advertise, offer for sale, sell, fulfill, transfer inventory to, or otherwise make Products available through any third-party marketplace, marketplace-affiliated website, drop-ship platform, comparison shopping platform, liquidation platform, or website not directly owned and operated by Reseller, including any successor, affiliate, or geographically localized version of such channels, unless expressly approved in writing by Implus senior management or an authorized designee.
4. Any exception to the third-party marketplace prohibition must be specific, written, channel-specific, account-specific, and signed or otherwise expressly approved by Implus senior management or an authorized designee. No purchase order, invoice, shipment, account status, course of dealing, sales representative communication, distributor communication, or failure to object shall constitute approval to sell Products on any third-party marketplace or unauthorized channel.
5. 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.
6. 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.
7. If Reseller violates this Policy, the UMAP Policy, any other Implus policy, or engages in any manner of improper or inappropriate business conduct, Implus may, in its sole discretion, immediately suspend Reseller's eligibility to purchase Products, withhold shipment or fulfillment of pending orders, suspend or revoke online marketplace or Authorized Online Reseller approval, remove, restrict, or report unauthorized online listings, or terminate Reseller's account with Implus. UMAP Policy violations may be enforced independently of this Policy and may result in the consequences stated in the UMAP Policy, this Policy, or both.
8. Unless Implus specifically agrees in writing acknowledging or accepting an order from a Reseller, 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.
9. Nothing in this Policy shall be construed as an Authorization for Reseller to sell Products at or above any resale price. Reseller remains free to determine the actual resale price of Products in its sole discretion. However, Reseller's authorization to advertise, market, display, promote, or list Products is subject to compliance with the UMAP Policy and all applicable advertised-pricing requirements.

3. Additional Reseller Obligations and Restrictions

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.
2. Reseller must disclose to Implus all online marketplaces, marketplace seller IDs, storefront names, merchant IDs, fulfillment methods, third-party listing tools, repricing tools, and advertising accounts used in connection with any Product. Any undisclosed seller account, storefront, or marketplace listing may be deemed unauthorized.
3. 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. Reseller may not create, scrape, alter, repurpose, or use unauthorized images, copy, enhanced content, trademarks, keywords, product descriptions, comparison

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claims, or other Product content in a manner that is inconsistent with Implus' approved content, brand standards, intellectual property rights, or UMAP Policy requirements.

4. 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.
5. 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.
6. Reseller shall comply with all applicable laws, rules, and regulations related to advertising, marketing, sale, and distribution of Products.
7. Reseller shall not engage in any deceptive, fraudulent, misleading behavior or unethical practices in selling or advertising the Products.
8. 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.
9. Reseller shall establish and maintain levels of sales and customer support; maintain, protect, and enhance the image and reputation of the Products and the Implus family of brands.
10. Reseller shall promptly notify Implus in writing of any change in ownership, control, management, business structure, seller account ownership, fulfillment model, authorized website, marketplace account, or material business practice relating to the sale, listing, advertising, fulfillment, or distribution of Products. Any change in ownership or control may result in suspension or termination of authorization unless approved by Implus in writing.
11. Reseller shall not use coupons, rebates, strike-through pricing, bundles, gift cards, loyalty rewards, instant discounts, promo codes, "see price in cart" messaging, marketplace-funded promotions, or other promotional mechanisms in any manner that causes the publicly advertised price of a Product to fall below the applicable MAP, unless expressly permitted under the UMAP Policy or approved in writing by Implus.
12. Reseller shall not manipulate online listings, product identifiers, UPCs, model numbers, variations, bundles, multipacks, keywords, titles, or catalog content to avoid MAP monitoring, marketplace enforcement, product authenticity review, listing takedowns, or other brand protection activity.
13. 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 using an Implus Mark or any word or phrase confusingly similar to an Implus Mark as a stand-alone search term or keyword.

4. Additional Online Reseller Obligations and Restrictions

An Implus Authorized Online Reseller, including an Authorized Distributor approved as an Authorized Online Reseller, must consistently meet and comply with each of the following criteria to maintain its authorized status.

1. Comply with all other criteria and policies applicable generally to a Distributor or Reseller of Implus brand products.
2. Not supply, transfer, or redistribute any product to an unauthorized distributor, seller, or reseller for the purpose of reselling product to Online Reselling Site; doing so may terminate the relationship and any agreements between Implus and the Authorized Distributor or Authorized Online Reseller, and the loss of Authorization to sell Implus brand products.
3. Maintain accurate and up-to-date company information on its businesses, business practices, and the sites where Implus brand product have been given authorization to be sold under the Authorized Online Reseller Program.
4. Clearly display their authorized Online Reselling Site name with contact information, address of business, and hours of operations.
5. Provide an easily accessible, published, consumer friendly terms of sale and return policies on the authorized Online Reselling Site.
6. Provide and guarantee industry-standard e-commerce security and fraud protection measures are in place, including the use of two-factor authentication, when available, authorized territory shipping restrictions, and customer fraud resolution procedures.



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7. Maintain online customer service or phone-in customer service available a minimum of 40 hours/week.
8. Participate in customer service training as necessary as required by Implus.
9. Publish and maintain a publicly accessible privacy policy, terms and conditions of the Online Reselling Site, as well as all selling and return policies.
10. Be in compliance at all times with all Implus's current policies, including Implus' UMAP Policy, which requires compliance on a product-by-product basis. Authorized Online Reseller status is conditioned on ongoing UMAP Policy compliance, accurate listing content, authorized sourcing, approved sales channels, and cooperation with Implus' product listing review, product authenticity review, and marketplace enforcement processes. Implus's most current Policy documents can be accessed online at Implus' Policy site at <https://implus.com/policies>.
11. For avoidance of doubt, authorization to sell Products does not authorize advertising below MAP, and the UMAP Policy applies independently of this Policy to all public-facing advertising, listings, promotions, and price communications.
12. Use Implus supplied graphics/photography unless otherwise pre-approved in writing by the responsible Implus Account Manager or other more senior Implus Management.
13. Display the Implus product model number or UPC within an online listing or advertisement. Failure to display accurate Product identifiers, or the use of incorrect identifiers, duplicate ASINs, alternate UPCs, hidden variations, or misleading catalog data to avoid MAP monitoring or enforcement, may result in suspension or termination of authorization.

5. Limited License

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, copyrights, or other intellectual properties relating to the Products solely for purposes of selling Products in the Territory or Authorized Sales Channels. This limited license does not authorize use of the Implus Marks in connection with unauthorized sales channels, unauthorized marketplace listings, UMAP-violating advertisements, misleading promotional claims, counterfeit or non-genuine product allegations, or any listing that Implus determines may impair brand integrity or consumer trust.
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 TM designation.
3. Reseller acknowledges and agrees 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. Any and all goodwill arising from Reseller's use of the Intellectual Property shall inure solely and exclusively to the benefit of Implus.
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., containing an Implus Mark or Product name or that is confusingly similar to an Implus Mark or Product name.
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.
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.

6. Orders; Shipment; Price and Payment Terms

6.1 Orders

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.
2. Implus shall sell Products to Reseller at Implus' then stated prices and terms of sale.
3. Reseller remains free to establish the actual resale prices at which it sells Products. However, all public-facing advertising, listings, promotions, and price communications for Products must comply with the UMAP Policy as communicated by Implus from time to time.
4. Reseller shall purchase all of its requirements of Products exclusively from Implus or an Authorized Distributor. Products



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acquired through liquidation, retail arbitrage, diverted channels, unauthorized distributors, closeout channels, returns programs, or other non-approved sources may be deemed unauthorized and ineligible for sale as genuine Implus Products.

5. Orders may be accepted subject to policy compliance or credit investigation and approval. Implus may withhold shipment, cancel orders, suspend account access, or decline future orders based on UMAP Policy violations, unauthorized marketplace activity, unauthorized sourcing, failure to provide requested documentation, or other conduct inconsistent with this Policy.

6.2 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.

6.5 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.

If Reseller becomes delinquent in payment of any invoice or other amount owed to Implus, Implus may suspend shipments, revoke credit terms, decline pending or future orders, assess lawful delinquency or recovery charges, and recover all reasonable collection costs, enforcement costs, and attorneys' fees incurred in connection with such delinquency.

6.6 Product Changes; Discontinuation; Allocation

Implus may add, remove, discontinue, allocate, restrict, or modify Products, Product availability, SKUs, packaging, minimum order quantities, terms of sale, and authorized channels at any time in its sole discretion. Implus may also restrict the sale of specific Products by channel, account, geography, customer type, online marketplace, or other business criteria where Implus determines such restrictions are necessary to protect brand integrity, supply chain controls, UMAP Policy compliance, consumer experience, or authorized distribution.

7. Miscellaneous

7.1 Term; Suspension; Termination

This Policy shall remain in effect until modified, suspended, revoked, or terminated by Implus. Implus may immediately suspend or terminate Reseller's authorization, account status, access to Products, online marketplace approval, pending orders, or future eligibility to purchase Products if Reseller violates this Policy, the UMAP Policy, any Implus policy, any written channel approval, any applicable law, or any payment obligation; engages in unauthorized marketplace activity; fails to provide requested documentation; experiences a change in ownership or control not approved by Implus; discloses confidential information; or otherwise engages in conduct that Implus determines may harm brand integrity, authorized distribution, supply chain controls, or consumer trust.

7.2 Effect of Termination; Inventory Disposition

Upon suspension, expiration, or termination of authorization, Reseller shall immediately cease holding itself out as an authorized Implus reseller and shall discontinue all unauthorized use of Implus Marks, Product content, images, advertising materials, marketplace listings, and other brand assets.

7.3 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.

7.4 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 of independent parties. This Policy shall not be deemed to establish a joint venture or partnership.

7.5 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. The UMAP Policy, any written channel approval, applicable invoice terms, and any written account-specific terms issued or approved by Implus are incorporated by reference and remain independently enforceable. No representation, promise, purchase order, invoice term, distributor communication, sales communication, course of dealing, or other document shall modify this Policy unless expressly agreed to in writing by Implus in a document that specifically identifies the provision being modified.