

# VERISHOP

## VERIFIED SHOPS MERCHANT AGREEMENT

This Verified Shops Merchant Agreement (“**Agreement**”) consists of (1) these Standard Terms and Conditions for Verishop Verified Shops Program (“**Terms and Conditions**”) and (2) all Verishop Verified Shops Program policies and guidelines for Merchants, (together, the “**Merchant Policies**”), which are incorporated by reference.

Any entity (“**Merchant**”, “**Vendor**”, “**You**”, or “**you**”) that wants to sell goods or services (“**Products**”) as a Verishop Verified Shop through the Verishop site or any Verishop applications (“**Verishop Sites**”), use any order processing, fulfillment, shipping or other services related to the Verishop Verified Shops provided by or for Verishop (“**Verishop Services**”), or use any platform, portal, web service, application, interface, or other tool provided by or for Verishop in connection with Verishop Verified Shops (“**Verishop Tools**”), must accept the terms of this Agreement without change.

**By checking the box next to “I AGREE” located below or by offering any Products for sale on the Verishop Sites, using any of the Verishop Services, or using any of the Verishop Tools, you agree to be bound by all terms and conditions of this Agreement (including the Merchant Policies) (the “Effective Date”), as this Agreement (or the Merchant Policies) may be updated from time to time in accordance with this Agreement. You further represent and warrant that you are registering with the Verishop Verified Shops on behalf of an entity and that you have the requisite right, power, and authority to enter into this Agreement on behalf of the entity you register with the Verishop Verified Shops.**

1. **Verishop’s Role.** Verishop, through the Verishop Verified Shops, provides the Verishop Sites and Verishop Services to enable you to sell your Products to third party buyers (“**Customers**”). You may only sell those Products you have the legal right to sell and must do so consistent with the terms and conditions of this Agreement. All transactions with Customers are between you and the Customer, and you will be the seller of record. Verishop is not a party to any transactions although Verishop will provide the Verishop Services in connection with the transactions as expressly set forth in Section 4. You acknowledge and agree that Verishop may contract with third party service providers to provide Verishop Services, management software, and other services for the Verishop Verified Shops.

Verishop may change these Terms and Conditions or the Merchant Policies at any time in its sole discretion by providing Merchant with at least 10 days’ prior notice. The changes will be effective upon posting of such updates on the “Partner Portal,” which is the primary web-based interface provided to you by Verishop as part of the Verified Shops. You are responsible for reviewing such postings and any applicable changes. Your continued participation in the Verified Shops, including offering any Products for sale on the Verified Shops, using any of the Verishop Services, or using any of the Verishop Tools constitutes your acceptance of such changes. If you do not agree to any posted changes, do not continue to use the Verified Shops, the Verishop Services, or the Verishop Tools.

### 2. **Product Policies.**

- a. **Product Images/Information:** On an ongoing basis, you will provide us, free of charge, all current Product information, including electronic images and any Product information or warnings required by law to be disclosed in any sale or advertisement of the Product (“**Product Information**”). Product Information also includes any product information collected by us from your website or official social media accounts, or otherwise made available to us by you (or by a third party at your direction). You grant us a non-exclusive, worldwide, irrevocable, and royalty-free license during the Use Term to: (a) use, copy, display, perform, and distribute the Product Information on or in connection with any online or offline point of presence, mobile application, service or feature; (b) excerpt, reformat, adapt or otherwise create derivative works of the Product Information; (c) use all trademarks or trade names included in the Product Information; and (d) sublicense any of the foregoing rights to third parties in connection with our programs or services (for example, to advertise your Products). You will promptly provide all information regarding safety, compliance, industry standards or testing related to your Products that we reasonably request. Verishop and its affiliates may permit Customers, other users of Verishop Sites, and other third parties to share and post Product Information on their websites, applications, and social media outlets. For purposes of this Section 2.a, “**Use Term**” means the period commencing on the Effective Date and ending on the one-year anniversary of the date that the Products are no longer offered or made available on the Verishop Sites. Notwithstanding anything to the contrary contained herein, following the expiration of the Use Term, the Product Information may be used by Verishop for archival, editorial, historical, non-public corporate or other internal purposes, and Verishop shall not be required to remove any Product Information or other content posted in accordance with this

Agreement from the “historical feed” of any social media channel, provided that such content is not featured or promoted by Verishop.

- b. **Inventory Feed.** You will use commercially reasonable efforts to provide Verishop with an error-free updated inventory feed for those Products where inventory levels have changed since the last inventory feed.
  - c. **Product Guidelines.** The Prohibited Products Policy (Schedule 4) provides more detail regarding Verishop’s product requirements. You will not list, market, promote, offer for sale, or sell any Products through the Verishop Sites in violation of this Agreement (including the Prohibited Products Policy).
  - d. **Abiding by the Law.** You will (and you represent and warrant that you will) comply with all applicable “Laws” (meaning all applicable laws, regulations, legal requirements, and generally accepted industry standards and self-regulatory principles), including Laws related to marketing, packaging, consumer and product safety, product testing, labeling, pricing and packaging, in connection with this Agreement; your use of the Verishop Verified Shops and the Verishop Services, and the Verishop Tools, and your marketing, promotion, offering for sale, or selling any Products through Verishop. Upon Verishop’s request, you will promptly provide Verishop with (i) certificates of authenticity (or similar documentation) for Products, (ii) documentation (e.g. email verifications from the brand owner or supplier) showing that you have a legal right to sell the Products through the Verishop Sites, (iii) documentation (e.g. email verifications from applicable rights holders) showing that you are licensed or otherwise have a right to use any Merchant Content (as defined below), and (iv) written certification from an officer of Merchant stating that you have complied with any of your obligations under this Agreement, including, for example and without limitation, compliance with SLAs, consumer product safety laws, and authenticity of Products. You will only offer Products for sale on the Verishop Sites that may legally be sold and shipped in all U.S. states. You may not offer to sell or sell Products on the Verishop Sites outside of the U.S. without prior written approval.
  - e. **Legal Right to Sell.** You may sell a Product on the Verishop Sites through the Verified Shops if you are an authorized reseller of that Product or otherwise have a legal right to sell that Product.
  - f. **Product Authenticity.** You may only sell Products through the Verified Shops that are new and authentic. You will maintain adequate processes and procedures for conducting diligence to assure that Products are authentic, authorized for sale, and not stolen, counterfeit, illegal or misbranded. You may not (and you represent and warrant that you will not) list any Product or Merchant Content (as defined below) on the Verishop Sites or through the Verified Shops that is counterfeit, illegal, stolen, or fraudulent, or infringes any third-party “**Intellectual Property Rights**” (meaning any patent, copyright, trademark, service mark, trade dress (including any proprietary “look and feel”), trade name, logo, moral right, trade secret and any other intellectual property right), or that you otherwise do not have the right to sell. All information you provide about the Product will be accurate, current, and complete and not misleading, deceptive, or fraudulent in any way.
  - g. **Removal Right.** We reserve the right to remove your Products at any time should we deem Your Products to be unsuitable. We will first consult and discuss with You before removing Your Products and will also discuss how and when to reinstate Your Products at a later date, if applicable. If Verishop has made reasonable attempts to contact You to discuss removing its Merchant Products without success, we may remove such Products without further notice. We also reserve the right to take-down any Product Information or Merchant Content at any time in our sole discretion, should we deem such Product Information or Merchant Content to be in violation of the Merchant Policies or applicable Laws.
3. **Fees and Payment.**
- a. **Fees.** Verishop will earn a fee equal to a percentage (the “Fee Percentage”) of the gross sales proceeds from the sale of Products including all shipping and handling charges, but excluding: (i) gift wrap and other charges, and (ii) those taxes separately stated and charged, from each Product sale through the Verishop Site (the “Fee”). The Fee Percentage is set forth on the Merchant Portal (<https://verishopus-prod.mirakl.net/mmp/shop/platform-setting/commission/category>), which Merchant can access via Your Dash credentials or Mirakl credentials, as applicable, or as otherwise agreed to in writing between the parties. Verishop will remit to you within five business days following the immediately preceding month the total amount it collects from the sale of Merchant’s Products, less the Fee and other charges incurred by you as set forth under this Agreement, for Eligible Sales, as defined below. Sales become “**Eligible Sales**” 15 days after all of the Products in an Order are marked as “Shipped”, a tracking number is supplied to Verishop, and there are no incident flags associated with the Order. For exemplary purposes

only, Product shipped on 9/16/2020 would become eligible for payment on 10/2/2020 and payment would occur by 11/5/2020.

- b. **Payment.** At Verishop's option, all payments to your bank account will be remitted through an Automated Clearing House system or such other payment method as determined by Verishop. If Verishop concludes that your actions and/or performance in connection with this Agreement may result in customer disputes, chargebacks or other claims, then Verishop may, in its sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you under this Agreement for the shorter of: (i) a period of 90 days following the initial date of suspension; or (ii) completion of any investigation(s) regarding your actions and/or performance in connection with this Agreement. As a security measure, Verishop may, but is not required to, impose transaction limits on you or some or all customers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time.
- c. **Taxes:** We will pay applicable federal, national, state or local sales or use taxes or value added taxes that we are legally obligated to charge ("**Taxes**"). You must provide us with sales tax codes for each of Your Products and You are solely responsible for any errors that occur based on our reliance on such tax codes. We may deduct or withhold any taxes that we may be legally obligated to deduct or withhold from any amounts payable to you under this Agreement, and payment to you as reduced by such amounts will constitute full payment and settlement to you of amounts payable under this Agreement. You will provide us with any forms, documents, or certifications required for us to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

#### 4. **Purchase Order Processing, Fulfillment, and Shipping.**

- a. **Order Process.** All transactions with Customers are between you and the Customer, and you will be the seller of record. Customers will place orders (the "**Orders**") using the Verishop checkout system and Verishop will collect all proceeds from such transactions on your behalf. You hereby authorize Verishop as your authorized agent to accept payment from Customers for remittance to you for the Products, and as such when a Customer pays Verishop, it shall be construed as if the Customer will be paying you. The Customer shall never be at risk of loss of funds upon payment to Verishop on your behalf. Verishop will electronically transmit to you the Order information that Verishop determines is necessary to fulfill each Order (the "**Transaction Information**"). Verishop will send an automated email message to each Customer confirming receipt of an Order.
- b. **Order Fulfillment.** Once Verishop has transmitted an Order to you, you will, at your own expense (unless otherwise agreed upon in writing with Verishop, e.g., you elect to be on the Diamond Tier and Verishop will pay for shipping), be solely responsible for, and bear all liability for, the fulfillment of the Order, including without limitation, packaging and shipping Products. If you cannot fulfill the entire quantity of order line(s) in an Order, then you will cancel that order line(s), fulfill all other lines in the Order, and promptly notify Verishop of such cancellation. If the Order consists of one order line that you cannot fulfill the entire quantity for, then you will cancel the entire Order and promptly notify Verishop. If you initiate the cancellation of any Order or order line in any Order, you will promptly electronically notify Verishop. We may cancel an Order if you fail to timely fulfill an Order in accordance with the terms of this Agreement. In the event of an Order cancellation, we may charge you a fee equal to 6% of the total value of the canceled Order (the "**Cancellation Fee**") to cover our costs related to that cancellation. We reserve the right in our sole discretion to increase the Cancellation Fee to 8% (or a higher percentage following written notice to you), or suspend or terminate your access to the Verishop Services, if there are repeated instances of canceled Orders.
- c. **Shipping.** You will not enable shipping for any Product in any region where the sale of such product violates any Merchant Policy or Law. Unless otherwise agreed upon in writing with Verishop, You will ship all orders within 1 business day of the order being transmitted to you (by 5 PM local the business days following when the order was received), except for furniture, where you will ship orders within 3 business days ("**On-Time Ship Standard**"). An Order is considered fulfilled when all products in the Order have been picked & packed, a shipping label has been generated, the tracking number is uploaded to Verishop via the Verishop Tools and the package has been transmitted to the carrier for pick up. Unless otherwise agreed upon in writing with Verishop, you will ship all packages using a 2 day shipping option or faster with either UPS, Fedex or USPS. Verishop may at its sole discretion offer alternative shipping options for specific products (i.e. bulky or hazardous product). Approval to ship one product via an alternative method does not constitute approval to ship other products by the alternative method. Should you fail to fulfill the order on time, you will at your own expense, use an expedite delivery method (e.g.

1-day shipping) (the “Expedited Shipping Fees”). Unless you’re on the Diamond Tier (or as otherwise agreed upon in writing with Verishop), you are responsible for the cost of any shipping. You may not charge the customer for shipping, except as otherwise permitted herein. For an Order under \$35.00 (or such other amount as determined by Verishop in its sole discretion), Verishop may charge a shipping fee (currently, this fee will be \$5.99, but is subject to change at Verishop’s sole discretion) (the “**Shipping Fee**”). Verishop will reimburse you for that portion of the Shipping Fee attributable to the Product in that Order, based on the proportionate value of all Products included in such Order to the total amount of such Order (before taxes). For example, if a Customer purchases two items for a total order of \$30.00: one of which is your Product for \$10.00, and another item (that is not one of your Products) for \$20.00, then Verishop will reimburse you \$1.99 of the Shipping Fee (i.e., 33% of the Shipping Fee). To be clear, if a Customer’s Order is \$35.00 or over, Verishop will not charge a Shipping Fee, even if the price of your Product in that Order is under \$35. You will be responsible for all shipping charges and for any costs or charges related to shipping-related problems, including without limitation, damaged or lost Products, late shipments or misdelivery. If you cannot meet the On-Time Ship Standard for any Product, you will notify Verishop as soon as reasonably practicable. You will be solely liable for all costs related to any duplicate or inaccurate shipments based upon your retransmission of Order files. You may only send a shipment confirmation notice to Verishop following shipment of an Order. Packaging for Products should not contain any third-party marketing materials that are not included as standard marketing materials with all of your Product shipments and shall include any inserts that Verishop provides. If Verishop provides you with its shipping account credentials, you agree to use that information solely to ship Orders purchased through the Verishop Tools and in accordance with the terms of this Agreement. Verishop reserves the right to chargeback and offset any (i) Expedited Shipping Fees, and/or (ii) fees and costs arising from or related to your misuse of Verishop’s shipping account credentials, against any amounts payable to you under this Agreement.

- d. **Shipping Status Reports.** If Verishop does not receive a shipment confirmation notice from you within 3 business days of placement of the Order, the Order may be automatically canceled by Verishop and you will be solely liable and responsible for all Product costs and shipping costs associated with such canceled Order and you forfeit any claims for any payments otherwise payable under this Agreement related to such canceled Orders.
- e. **Risk of Fraud or Loss.** Please note that, though Verishop will bear the risk of credit card fraud occurring in connection with an Order, you will bear all other risk of fraud or loss and all costs related thereto. For all credit card chargebacks for which you bear the risk, Verishop will offset such chargeback amounts against amounts otherwise owed you, or send you an invoice and you will pay such invoice within 30 days of receipt. However, notwithstanding the foregoing, Verishop will not bear the risk of credit card fraud in connection with any Product that is not shipped by you to the shipping address specified in the Transaction Information provided by Verishop, and you will be responsible for all costs related to such credit card fraud under these circumstances.
- f. **No Diversion.** You shall not, whether on any Verishop Site or otherwise, encourage buyers to purchase a Product listed on a Verishop Site from elsewhere, nor shall you include any such information in packages shipped to buyers who purchase Your Products from any Verishop Site.

## 5. **Cancellations, Returns, Refunds, Recalls, and Final Sale.**

- a. **Cancellations and Returns.** Verishop will process all requests for returns. Verishop will create the Customer shipping label and invoice you the cost of the return, unless Merchant and Verishop have agreed in writing that Verishop will cover the cost of return shipping. You are responsible for processing all Customer cancellations. You will stop and/or cancel any Order if requested by Verishop; provided that if you have transferred Products to a shipper, you will use commercially reasonable efforts to stop and or cancel delivery by the shipper. Your return and refund policies for Products sold through the Verishop Sites will be the Return Policy attached as Schedule 3, subject to amendment by Verishop from time to time. Any amendment to the policies set forth in Schedule 3 shall be effective ten (10) days after we provide notice to you of such changes. For example, we may temporarily adjust the Return Policy for holiday purchases.
- b. **Refunds.** Verishop shall be responsible for all refund determinations. In the event of a customer issue (e.g., damaged but useable product, product doesn’t match pictures, late arrival, etc.) the parties will work to provide the customer with a reasonable remedy. You will have approval before the remedy is implemented (almost always a price reduction or credit), but will not unreasonably withhold that approval.

- c. **Recalls.** Verishop will have no responsibility or liability for any recalls of Products sold through the Verishop Sites. You are solely responsible for any non-conformity or defect in, or any public or private recall of, Merchant's Products. You will promptly remove any recalled Products from the Verishop Sites by unpublishing or retiring the Product. You will notify Verishop by e-mail of all Product recalls within 24 hours of becoming aware of the recall and will promptly provide Verishop with all information reasonably requested regarding the recall. You shall be responsible for any reasonable costs ("**Recall Costs**") we incur in processing such recalls, including but not limited to refunds, shipping costs, and customer credits. You shall pay us the Recall Costs within thirty (30) days of when we present you a statement of costs.
- d. **Final Sales.** Verishop, at its sole discretion, may opt to make specific products or product categories eligible for Final Sale. A Merchant may also choose to opt Products into Final Sale using the Merchant Tools. Should a Merchant mark a Product as Final Sale, the Customer will not be able to return the Product to the Merchant for a refund, unless the Product is defective or non-conforming, or the incorrect Product was shipped (the "**Non-conforming Product**"). By opting the Product into Final Sale, the Merchant authorizes Verishop, at its sole discretion, to determine eligibility for refunding the Customer all or part of the Product purchase price. In the case where Verishop determines a refund is warranted, Verishop will process and issue the refund directly to the Customer, but Merchant will be responsible for the cost of the refunded amount. Non-conforming Products will not be returned to the Merchant. Merchant is not obligated to opt any products into Final Sale.

## 6. Parity Pricing, Special Offers and Promotions

- a. **Parity.** You will maintain parity between the Products you offer through Merchant's owned and operated website(s), mobile application(s), or social media channels/platforms that you manage or control (e.g., your Instagram account) (collectively, the "**Merchant Site**") and the Products offered on the Verishop Sites by ensuring that at all times: (a) the purchase price and every other term of offer and/or sale of the Products is at least as favorable to Verishop Customers as the most favorable terms upon which a product is offered and/or sold via the Merchant Site; (b) any content (including Production Information) (the "**Merchant Content**") provided by you or on your behalf to Verishop for the Verishop Sites (i) is of least the same level of quality as the highest quality information displayed or used on the Merchant Site, and (ii) provides users of the Verishop Sites with at least as much product information, images and other content as the information provided on the Merchant Site. If you become aware of any non-compliance with (a) above, you will promptly notify Verishop and compensate adversely affected Customers by making appropriate refunds to such Customers in accordance with the procedures set forth in Section 5 for providing customers with cash refunds. Without limiting the foregoing, in the event Verishop becomes aware of any non-compliance with (a) above, Verishop reserves the right to immediately match the prices of Products offered on the Verishop Sites with the prices offered/sold on the Merchant Site, up to 20% of the purchase price, and Merchant will honor such prices. For prices on the Merchant Site that are discounted more than 20% off the prices on the Verishop Site, the parties will work on promptly achieving price parity pursuant to this Section 6.a.
- b. **Special Offers and Promotions.** You will notify Verishop by email of all special offers and promotions (i.e., where you discount an item or items by a certain amount for a certain period of time) offered on the Merchant Site. You will make special offers and promotions available to Verishop Customers in connection with the Verified Shops, and will use commercially reasonable efforts to allow Verishop to support any such special offer or promotion. If you make any public promotions generally available to all users of the Merchant Site ("**Public Promotions**") and Verishop cannot support such Public Promotion, then you will provide an equivalent offer or promotion to Verishop Customers to the extent possible. You will work in good faith with Verishop to maximize the number of Merchant offers and promotions (including equivalent offers and promotions) made available to Verishop Customers. Verishop may choose, in its sole discretion, not to permit certain special offers or promotions offered by you on the Verishop Sites (e.g., where Verishop cannot support the special offer or promotion) and may request that you filter out any such special offers or promotions. Notwithstanding the foregoing, you will not be required to make available to Verishop Customers (i) private promotions offered only to all or a subset of your existing customers by e-mail or regular mail; (ii) Public Promotions that Verishop has indicated in writing that it cannot support and an equivalent offer or promotion cannot be provided; (iii) non-product specific offers such as "low price" guarantees, global and/or category specific coupons that the customer must take action to redeem; (iv) offers which are either not advertised as redeemed at or otherwise not redeemable at the point of sale, such as without limitation mail-in rebates and manufacturer incentives; or (v) incentives provided in connection with any loyalty program, e.g., first time buyer

incentives (collectively, “**Excluded Offers**”); provided that, if Verishop is able to support any Excluded Offer at any time during the Term and desires to do so, it will notify you and after receipt of such notification and you will make such special offer or promotion available to Verishop in connection with the Verified Shops.

## 7. Reporting and Audit Rights

- a. **Reporting.** You will, within a reasonable period of time (not to exceed 30 days) following request from Verishop, provide Verishop with any reports, information or other documentation relating to your compliance with this Agreement and applicable Law reasonably requested by Verishop. In the event Verishop requests that you provide Verishop with copies of reports that you were required to file with the CPSC or any other regulatory agency, you will provide such reports within 7 days of Verishop's written request.
- b. **Audit Rights.** You will keep accurate and complete books, records and accounts related to Verified Shops transactions and this Agreement, and will allow Verishop, or its duly authorized representative, the right, upon not less than 5 business days prior written notice, during the Term of this Agreement and for 2 years after its termination or expiration, to conduct, during regular business hours, full and independent audits and investigations of all information, books, records and accounts reasonably required by Verishop to confirm your compliance with the terms of this Agreement and applicable Law.

## 8. Ownership and Use Rights.

- a. **Ownership of Transaction Information.** Verishop owns (and you hereby assign to Verishop) all Transaction Information, which includes, without limitation, all information relating to Orders or Products, customer information (e.g., name, addresses, and email addresses), all other information that is created as a result of a transaction, and ratings and reviews provided by Customers on the Verishop Sites. All such information is subject to the Verishop Privacy Policy and any additional privacy guidelines posted by Verishop on the Merchant Portal.
- b. **Use of Transaction Information.** You may only use Transaction Information to further a transaction related to this Agreement, in accordance with the terms of the Agreement, the Verishop Privacy Policy and any other applicable Privacy Policies (including the Merchant Site Privacy Policy), and applicable Law. You will not (i) disclose or convey any Transaction Information to any third party (except as necessary for you to perform your obligations under the Agreement); (ii) use any Transaction Information to conduct customer surveys or for any marketing or promotional purposes; (iii) contact a Customer that has ordered a Product that has not yet been delivered with the intent to collect any amounts in connection therewith or to influence such Customer to make an alternative or additional purchase; (iv) target communications of any kind on the basis of the intended recipient being a Verishop user; or (v) use any information about Verishop Customers gained through the Verified Shops to directly solicit such Verishop Customers through any other sales channels. The foregoing does not prevent you from using information you gathered independent of the Verified Shops Program, provided that you do not target communications on the basis of the intended recipient being a Verishop user. Upon Verishop’s request, Merchant will assist Verishop to fulfill Verishop’s obligation to respond to a data subject request in accordance with applicable data protection Laws.
- c. **Ratings and Reviews.** Verishop may use mechanisms that rate or review, or allow shoppers to rate or review, your Products. Verishop may make these ratings publicly available. Verishop will have no liability to you for the content or accuracy of any ratings or reviews. You will have no ownership interest in or license to use any rating or reviews posted on the Verishop Sites, except for the Merchant Site Product Reviews. Verishop will use commercially reasonable efforts to ensure that reviews are only posted by verified purchasers. You grant us the royalty-free right and license to use, reproduce, publicly display, or otherwise publish ratings or reviews of Products from the Merchant Sites (the “**Merchant Site Product Reviews**”) on the Verishop Sites.
- d. **Suggestions and Feedback.** If you provide or make available suggestions, comments, ideas, improvements or other feedback or materials to Verishop or its affiliates in connection with the Verishop Verified Shops, the Verishop Sites, or other subject matter of this Agreement, Verishop will be free to disclose, reproduce, modify, license, transfer and otherwise distribute, and use and exploit any of the foregoing feedback or materials in any manner.

9. **Representations, Warranties, and Covenants:** You represent, warrant, and covenant on an ongoing basis that: (a) the Products are genuine and free from defects; (b) all materials and other items incorporated into the Products are new (not refurbished or reconditioned), unless you have received our prior written consent otherwise; (c) the Product

Information, Product Safety Information, packaging, and labeling is true, accurate and complete; (d) the Products, Product Information, and our exercise of our license rights in this Agreement, will not violate any third party rights, including intellectual property rights; (e) you will comply with all applicable laws, regulations, and rules (collectively, “Applicable Laws”) relating to the Products (including, without limitation, obtaining and maintaining any approvals, permits or licenses required to manufacture, distribute, sell, export, import or otherwise deal in any Product), and the Products, Product Information, packaging, labeling, export, and import documentation (if applicable) will comply with all applicable laws and rules, and schedules set forth in Schedule 2, as applicable; (f) the Products may be lawfully marketed, stored, sold, distributed, and disposed of without restriction (e.g., no required disclosures, licenses, or registrations, including, but not limited to, California Proposition 65 disclosures) other than any specific restrictions or prohibitions you disclose and we consent to in writing; (g) no Product is, or contains ingredients that are, regulated as a controlled drug or substance, or is listed as a regulated chemical; (h) no Products will be provided to us that are regulated as a hazardous or dangerous product or material (“Hazardous Materials”), except as you disclose to us and we consent to in writing; (i) you will comply with all Applicable Laws in connection with the packaging, labeling, and shipping of approved Products that are deemed to be Hazardous Materials; (j) the Products were produced, manufactured, assembled, and packaged in compliance with all applicable labor, wage, and hour laws and rules (including the U.S. Fair Labor Standards Act, if applicable), and no Products were produced, manufactured, assembled, or packaged by forced, prison, or child labor (defined as age 15 or the minimum working age within the applicable jurisdiction, whichever is older); (k) the country of origin of the Products is not subject to U.S. or other applicable government sanctions that prohibit the importation of products from such country at the time of import or at the time you deliver the Products to us; and (l) you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party.

#### 10. General Release and Indemnification

- a. **General Release.** Verishop and its affiliates are not parties to any transactions through the Verified Shops Program between you and any Customers or the manufacturers or distributors of the Products. You hereby release (and agree to release) Verishop and its affiliates (and their respective employees, shareholders, directors, agents and representatives) from any all claims, costs, losses, damages (including any indirect, special incidental, or consequential damages), judgments, fines, penalties, interest, costs, and expenses (including reasonable attorneys' fees and costs of any investigation, defense, and settlement) arising out of any Claims involving you and any third party or governmental entity or agency.
- b. **Section 1542.** You agree that the release set forth in this Agreement may apply to unknown and unanticipated claims, damages, and expenses, and you waive any rights that you might have under Section 1542 of the California Civil Code or any other similar enactment of any jurisdiction. California Civil Code Section 1542 states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

- c. **Vendor Defense and Indemnification:** You will defend, indemnify, and hold harmless Verishop, its affiliated companies, and their respective officers, directors, employees, and agents (the “**Verishop Parties**”) against any third party claim, liability, loss, damage, cost or expense (including reasonable legal fees) (each, a “**Claim**”, and collectively, the “**Claims**”) incurred by any Verishop Party arising from or relating to: (a) any death of or injury to any person, damage to any property or any other damage or loss related to any Product; (b) any Product recall or safety alert; (c) any infringement or misappropriation of any third party rights, including intellectual property rights, by any Product, Product Information, or Merchant Content; (d) your negligence or intentional misconduct; (e) your breach of this Agreement; (f) any Product-related issue for which you or we are strictly liable; or (g) your failure to state accurate Product Information including compliance with FTC rules and regulations, or to promptly provide accurate Product Safety Information upon our reasonable request. However, with respect to the foregoing indemnity obligations, you will not be obligated to indemnify Verishop Parties to the proportional extent the liability for a Claim is caused by the negligence or intentional misconduct of that Verishop Party as determined by a final, non-appealable order of a court having jurisdiction. You will not consent to the entry of a judgment or settle any Claim without the Verishop Parties’ prior written consent. You will use counsel reasonably satisfactory to the Verishop Parties, and the Verishop Parties will cooperate in the defense at your expense. If any Verishop Party reasonably determines that any Claim might have an adverse effect, that Verishop Party may take control of the defense at its expense (without limiting your

indemnification obligations). Your obligations under this Section 5 are independent of your other obligations under this Agreement.

**11. Limitation of Liability:** NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, EXCEPT FOR THOSE ARISING IN CONNECTION WITH YOUR DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

**12. Insurance; Guaranties; Proprietary Products:** You will comply with Schedule 1. If you at any time provide any Product to us that is described on Schedule 2, then you hereby also provide to us the guaranty applicable to that Product set forth in Schedule 2.

**13. No Warranties.**

THE VERIFIED SHOPS, THE VERISHOP SITES, THE VERISHOP SERVICES, AND THE VERISHOP TOOLS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER VERISHOP NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (a) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (b) THAT THE VERIFIED SHOPS OR THE VERISHOP SITES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND (c) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, VERISHOP AND ITS AFFILIATES DISCLAIM ANY AND ALL SUCH WARRANTIES

**14. Term and Termination.**

- a. **Term.** Unless earlier terminated as provided herein, this Agreement shall have an initial effective period of one (1) year commencing on the date you have accepted this Agreement (the "**Effective Date**") and shall automatically renew for successive one (1) year periods, unless either party has given the other written notice of its intention not to renew this Agreement at least thirty (30) days prior to the end of the initial or any subsequent renewal period.
- b. **Termination for Breach.** For purposes of this Agreement, a party shall be in default if: (i) it materially breaches a term of this Agreement and such breach continues for a period of ten (10) days after it has been notified of the breach, or (ii) it shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets (and such receiver is not discharged within 30 days), or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act or any other federal or state statute relating to insolvency or the protection of rights of creditors. Upon the occurrence of an event of default as described in the previous sentence, the party not in default may immediately terminate this Agreement by giving written notice to the party in default.
- c. **Termination for Convenience or Suspension.** Either party may terminate this Agreement with thirty (30) days notice in its sole discretion. Verishop may also immediately terminate or suspend your participation in the Verishop Verified Shops, your access to Verishop Services or the Verishop Tools, or remove your listings at any time in its sole discretion if you violate the terms of this Agreement.
- d. **Effect of Termination.** Regardless of any termination, (i) you will fulfill all Orders you accept before the effective date of termination; and we will pay you for Eligible Sales in accordance with Sections 3.a and 3.b.

**15. Miscellaneous:**

- a. **Principal Contact.** You shall designate one (1) or more of its employees to be your principal contact in connection with the Services and transactions contemplated under this Agreement.
- b. **Confidentiality and Publicity:** You will, and will cause your affiliates and employees to, (a) protect and not disclose information that is identified as confidential or that reasonably should be considered confidential to us; (b) use this information only to fulfill your obligations under this Agreement; and (c) promptly return to us or destroy this information when this Agreement terminates. This Section covers all confidential information regardless of when you receive it. You shall cooperate with Verishop on all press releases and other public statements relating to this Agreement. You will not issue any press release or other public statement relating to this Agreement, without Verishop's prior written approval. Except as otherwise permitted under this Agreement or with Verishop's prior written approval, you will not use Verishop's name, trademarks or other logos or symbols in promotional materials.

- c. **Choice of Law; Dispute Resolution:** This Agreement is governed by the U.S. Federal Arbitration Act, applicable U.S. federal law, and California state law, without reference to any applicable conflict of laws rules, the Convention on Contracts for the International Sale of Goods, or any local laws implementing the Convention on Contracts for the International Sale of Goods in any jurisdiction where the Products are sold. Any dispute arising out of this Agreement will be resolved by binding arbitration, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange St, Wilmington, Delaware, 19801. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Commercial Arbitration Rules. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Arbitration conducted in person will be in Los Angeles County, California or at another mutually agreed location; however, you may choose to have the arbitration conducted by telephone or based on written submissions. You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you and we each waive any right to a jury trial. You and we also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
- d. **Other:** Sections 2, 3, 7-15, and any other Sections that by their nature should survive termination will survive termination. You will not assign this Agreement, or any obligation or right (including any right to payment) in the Agreement, without our prior written consent. Our estimates or forecasts are non-binding. We may either withhold and setoff, or demand payment of, any sums you owe us, including any Taxes that we are legally required to withhold from amounts we pay you. The parties' rights and remedies under this Agreement are cumulative. Either party's failure to enforce any provision will not be a waiver of the party's rights to subsequently enforce the provision. If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions. This Agreement incorporates, and you will, and the Products you sell to us will, comply with any other Additional Terms. To the extent there is a conflict between this Agreement, any Additional Terms or an Order, the conflict will be resolved by giving precedence in the order specified in such documents, or if not specified, the following order: this Agreement, the applicable Additional Terms, and the applicable Order. You may use standard business forms or other communications (such as invoices, confirmations or shipping documents), but use of these forms is for convenience only and will not alter or supersede the provisions of this Agreement, Additional Terms, or Orders. Emails we send to any email address you have on file with us (as listed on the signature page or that you have otherwise designated) will constitute notice from Verishop. This Agreement, including any Additional Terms, is the entire agreement between Verishop and Vendor for the purchase and sale of Products, and supersedes all prior agreements and discussions.

16. **Revisions; Continued Use:** We reserve the right to change any of the terms of this Agreement, including the terms of any materials incorporated herein (unless otherwise specified by us in such materials), at any time and in our sole discretion. Any changes will be effective upon emailing the revised terms to you at your e-mail address or uploaded to your account in the Verishop Tools. You are responsible for reviewing any revised terms, and any notices of revisions. YOUR CONTINUED ACCEPTANCE OF ORDERS FOLLOWING OUR E-MAILING OF ANY REVISED TERMS, WILL CONSTITUTE YOUR ACCEPTANCE OF THE REVISIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, YOU MUST STOP ACCEPTING ORDERS AND PROVIDE US WITH WRITTEN NOTICE.

## **SCHEDULE 1**

### **INSURANCE**

1. You will obtain and maintain, at your expense, commercial general liability insurance coverage (which must include products liability coverage) of at least \$1 million USD per occurrence. You must maintain your insurance coverage for 12 months after the expiration or termination of this Agreement.
2. Your required minimum limits of insurance may be satisfied by any combination of primary and excess/umbrella liability insurance policies. You will name “*Verishop Inc. and its affiliates and their respective officers, directors, employees, and agents*” as additional insureds on each insurance policy required by this Schedule. Each of these policy coverages will be on a primary basis with any insurance maintained by us, and our insurance shall be excess of all insurance maintained by you. You will provide us with 30 days’ advance notice of cancellation, significant modification or expiration of each policy.
3. Within 30 days after the effective date of this Agreement, you will provide a certificate of insurance and a copy of any applicable endorsement evidencing our additional insured status for each insurance policy required by this Schedule to Verishop via email to [insurance@verishop.com](mailto:insurance@verishop.com). Our approval of your insurance does not relieve you of any obligations, including but not limited to your defense and indemnity obligations, even for claims over your policy limits. If you fail to perform any of your obligations in this Schedule, we may withhold payments owed to you until you meet these obligations.

## SCHEDULE 2

### GUARANTY

This Schedule sets forth continuing guaranties that you provide to us if you, at any time during the term of this Agreement, sell us the types of Products to which they apply.

#### Schedule 2(a)

If any Product subject to a Purchase Order is subject to the requirements of the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, or the U.S. Wool Products Labeling Act, then you provide to us the following continuing guaranty:

You guarantee that all textile fiber, fur or wool Products now being sold, or which may hereafter be sold or delivered to us, are not, and will not be misbranded nor falsely nor deceptively advertised or invoiced under the provisions of the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, the U.S. Wool Products Labeling Act, and the rules and regulations under any of these acts. You acknowledge that furnishing a false guaranty is an unlawful, unfair and deceptive act or practice pursuant to the U.S. Federal Trade Commission Act and certify that you will actively monitor and ensure compliance with the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, the U.S. Wool Products Labeling Act and the rules and regulations under any of these acts during the duration of this guaranty.

#### Schedule 2(b)

If any Product subject to a Purchase Order is a "pesticide" or other product regulated under the U.S. Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") or its implementing regulations, then you provide to us the following continuing guaranty that (a) you are a resident of the United States and your current U.S. mailing address is as indicated in your vendor account information; and (b) the pesticides and other FIFRA regulated products comprising each sale, shipment or other delivery made previously or hereafter are: (i) lawfully registered with the U.S. Environmental Protection Agency at the time of sale, shipment or delivery, or fully qualified for a specific exemption from the FIFRA registration requirements at the time of sale, shipment or delivery, (ii) compliant with all requirements of FIFRA and its implementing regulations at the time of sale, shipment or delivery, and (iii) provided by you in the original, unbroken packaging.

#### Schedule 2(c)

If any Product subject to a Purchase Order is subject to the requirements of the U.S. Federal Food, Drug and Cosmetic Act, then you provide to us the following continuing guaranty:

All food, drug, medical device and cosmetic Products comprising each shipment or other delivery previously or hereafter made by or on behalf of you to or in the order of us are hereby guaranteed, as of the date of such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act ("FFDCA"), and not an article which may not, under the provisions of section 404, 505, or 512 of the FFDCA, be introduced into interstate commerce.

#### Schedule 2(d)

If you any Product subject to a Purchase Order is, or includes, a diamond, then you provide to us the following continuing guaranty:

You guarantee that (a) all diamonds now being sold or which may hereafter be sold or delivered to us have been handled in accordance with the provisions of the U.S. Clean Diamond Trade Act, the Kimberly Process Certification Scheme (as such term is defined in the U.S. Clean Diamond Trade Act), and all other applicable laws, rules and regulations, and (b) you will purchase diamonds only from importers who comply with the U.S. Clean Diamond Trade Act, the Kimberly Process Certification Scheme, and who have obtained a

Kimberly Process Certificate (as such term is defined in the U.S. Clean Diamond Trade Act). Further, upon request, you will provide us with a copy of the Kimberly Process Certificate(s) for any of your importers.

#### Schedule 2(e)

If any Product subject to a Purchase Order is a "covered good," as such term is defined in the U.S. Bank Secrecy Act or its implementing regulations, then you provide to us the following continuing guaranty:

You guarantee that you are either (a) a Dealer (as such term is defined in 31 C.F.R. 1027.100) and maintain a written anti-money laundering program that complies with 31 C.F.R. 1027.210, or (b) eligible for the retailer exemption from the definition of Dealer pursuant to 31 CFR 1027.100(b)(2)(i) and, therefore, you are not required to maintain an anti-money laundering program.

#### Schedule 2(f)

If any Product subject to a Purchase Order requires a California Health & Safety Code Section 25249.6 (a "Proposition 65 Warning"), then you provide to us the following continuing guaranty:

For each Product that requires a Proposition 65 Warning, you guaranty that you (a) will provide us with such warning in the manner specified in our California Proposition 65 Program Policy, (b) agree that our display of a Proposition 65 Warning on a Product detail page is confirmation of our receipt of that warning, and (c) will only revise or remove a Proposition 65 Warning for a Product when the prior warning is no longer legally required.

#### Schedule 2(g)

If you provide any Product to us that that requires a Children's Product Certificate (a "CPC"), then you guaranty that you have completed all required testing and will provide us with such CPC.

#### Schedule 2(h)

If you provide any Product to us that that must comply with U.S. Food and Drug Administration Food Contact Substances regulations ("FDAFCS"), you guarantee that either (a) the Product complies with the FDAFCS, or (b) you have obtained and will provide either a (i) threshold of regulation exemption for each applicable substance in the Product, or (ii) housewares exemption applicable to the Product.

#### Schedule 2(i)

If you provide any Product that has an expiration date, then you guaranty that the Product will be sold with the longer period of (i) at least nine (9) months remaining from its expiration date (unless another period is mutually agreed upon in writing between you and Verishop), and (ii) the minimum period required under applicable law.

**SCHEDULE 3**  
**RETURN POLICY**

As long as the tags are still attached and/or the item is in its original packaging (unopened), all new and unused items (excluding Final Sale) are eligible for an exchange or refund within 30 days of receipt and free of charge.

Products that are marked as Final Sale are eligible for refund within 30 days of receipt if the Product is defective or non-conforming, or if the incorrect Product was shipped. Defective Products will not be returned to the Merchant.

**SCHEDULE 4**

**PROHIBITED PRODUCTS POLICY**

Any products prohibited for sale by law in the United States and/or the products listed on the Merchant Help Center, currently at this link: <https://verifiedshops.zendesk.com/hc/en-us/articles/360061927094-Restricted-Product-Categories>.