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STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

THE STATE OF WASHINGTON,

Plaintiff,

v.
AMAZON.COM, INC.,

Defendant.

No. 22-2-01281-1 SEA

CONSENT DECREE

**[CLERK'S ACTION
REQUIRED]**

I. JUDGMENT SUMMARY

- 1.1. Judgment Creditor: State of Washington
- 1.2. Judgment Debtor: Amazon.com, Inc.
- 1.3. Non-Monetary Judgment: Injunction
- 1.4. Monetary Judgment: \$2,250,000
- 1.5. Post-Judgment Interest Rate: 12% per annum

1.6. Plaintiff State of Washington, having conducted an investigation and commenced an action against Defendant Amazon.com, Inc. under RCW 19.86, the Unfair Business Practices-Consumer Protection Act (CPA); and

1.7. Defendant having been served with, or having waved service of, the Summons and Complaint; and

1.8. The parties, having appeared by and through their respective attorneys, engaged in arms-length negotiations, agreed on a basis for the settlement of all Plaintiff's claims against

1 Defendant alleged in the Complaint, and agreed to the entry of this Consent Decree without
2 trial or adjudication of any issue of fact or law; and

3 1.9. Defendant willingly enters this Consent Decree recognizing that no promises,
4 representations, or threats have been made by the Attorney General’s Office or any member,
5 officer, agent, or representative thereof to induce it to enter into this Consent Decree, except
6 for the promises and representations provided herein; and

7 1.10. Defendant, by entering into this Consent Decree, makes no admission of liability
8 or any wrongdoing; and

9 1.11. All parties agree that this Consent Decree is entered voluntarily, represents the
10 entire agreement of the parties, and does not constitute evidence or an admission regarding the
11 existence or non-existence of any issue, fact, or violation of any law alleged by Plaintiff other
12 than those solely as necessary to establish the jurisdiction of this Court; and

13 1.12. All parties agree that this Court shall retain jurisdiction of this action and
14 jurisdiction over Defendant for the purpose of implementing and enforcing the terms and
15 conditions of this Consent Decree and for all other purposes related to this matter; and

16 1.13. All parties agree and represent that any persons signing this Consent Decree
17 have been authorized to execute this Consent Decree; and

18 1.14. All parties agree to waive any right they may have to appeal from this Consent
19 Decree and from the Order adopting it, or to otherwise contest the validity of this Consent
20 Decree, provided that no substantive changes are made to the Consent Decree between the time
21 it is presented to the Court by the parties and its entry, and provided that all parties agree that
22 this Consent Decree shall be of no force or effect and all parties expressly reserve all of their
23 rights in relation to this Consent Decree if it is not approved and entered by the Court;

24 1.15. **NOW, THEREFORE**, there being no just reason for delay for resolving the
25 claims alleged in Plaintiff’s Complaint against Defendant, and before the taking of any
26

1 testimony, and without trial or adjudication of any issue of fact or law, and upon consent of the
2 parties hereto, it is hereby **ORDERED, ADJUGED, AND DECREED** as follows:

3 **II. JURISDICTION**

4 2.1. The Court has jurisdiction over the parties and the subject matter of the
5 Complaint, as well as the implementation, enforcement, and performance of the terms included
6 in this Consent Decree.

7 2.2. The Washington State Attorney General has the authority to bring this Action
8 under RCW 19.86.080.

9 2.3. Venue is proper in King County Superior Court because the Defendant conducts
10 business in King County.

11 **III. DEFINITIONS**

12 3.1. “AGO” means the Antitrust Division of the Washington State Attorney
13 General’s Office.

14 3.2. “Amazon” means Amazon.com, Inc., its subsidiary Amazon.com Services LLC,
15 each applicable “Amazon Contracting Party” and each applicable “Affiliate” when the United
16 States is the “Elected Country,” as each of these terms are defined in the Amazon Solutions
17 Business Services Agreement, who contract with Third-Party Sellers; together with the
18 officers, employees, agents, and representatives of each to the extent they are acting on behalf
19 of the foregoing.

20 3.3. “Amazon Services Business Solutions Agreement” is the agreement between
21 Amazon and Third-Party Sellers applicable to sales in the United States.

22 3.4. “Effective Date” means the date this Consent Decree is entered by the Court.

23 3.5. “Sold by Amazon” or “SBA” refers to a program challenged in the Complaint
24 that Amazon operated between 2018 and June 2020 for an invited subset of third parties who
25 had an active or pending trademark for the products they were selling within the United States
26 through www.amazon.com pursuant to the Amazon Services Business Solutions Agreement,

1 who agreed to participate in SBA by enrolling one or more of those products in SBA, and who
2 ceased to participate in SBA by withdrawing all previously enrolled products from SBA or at
3 such other time as elected by Amazon.

4 3.6. “Third-Party Seller” means a third party that offers physical goods pursuant to
5 the Amazon Services Business Solutions Agreement on the US Amazon Site (as defined in the
6 Amazon Services Business Solutions Agreement).

7 IV. INJUNCTION

8 4.1. Amazon shall not:

9 4.1.1. Resume the Sold by Amazon program or reinstate contracts between
10 Amazon and Third-Party Sellers to participate in the Sold by Amazon program,
11 including the Amazon Consignment Program Terms Addendum to the Amazon
12 Services Business Solutions Agreement, attached hereto as **Appendix A**.

13 4.1.2. Offer a new program to Third-Party Sellers with the Sold By Amazon
14 Terms & Conditions, attached hereto as **Appendix B**, or the Amazon Consignment
15 Program Terms Addendum to the Amazon Services Business Solutions Agreement
16 (Appendix A), as described in Section 3.5, whether the program bears the name “Sold
17 by Amazon” or is referred to by any other name.

18 V. RECORDS RETENTION AND COMPLIANCE

19 5.1. For a period commencing on the Effective Date and continuing for five (5)
20 years, Amazon shall retain all versions of the Amazon Services Business Solutions Agreement
21 and all Program Policies (as defined in the Amazon Services Business Solutions Agreement)
22 applicable when the United States is the Elected Country (as defined in the Amazon Services
23 Business Solutions Agreement).

24 5.2. On an annual basis until the expiration of this Consent Decree, Defendant shall
25 certify in writing to the Washington Attorney General that it has complied and is complying
26 with the provisions of this Consent Decree.

1 6.2. By its execution of this Consent Decree, Plaintiff releases Amazon from all
2 claims that the State asserted or could have asserted in the Complaint based upon past conduct
3 (together, “Released Claims”), and covenants not to sue in any forum on any Released Claims.

4 6.3. Nothing here precludes Plaintiff from enforcing the provisions of this Consent
5 Decree, or from pursuing any law enforcement action with respect to the acts or practices of
6 Amazon not covered by this Consent Decree or any acts or practices conducted after the
7 Effective Date of this Consent Decree.

8 6.4. Nothing in this Consent Decree shall be construed to limit or bar any other
9 governmental entity (other than Plaintiff and its officials and agencies) from pursuing other
10 available remedies, if any, against Amazon.

11 **VII. PAYMENT TO PLAINTIFF**

12 7.1. Within thirty (30) days of the Effective Date, Amazon shall pay the Attorney
13 General of Washington two million two hundred fifty thousand (\$2,250,000) United States
14 Dollars by wire transfer to the State of Washington, Office of the Attorney General. This
15 amount shall be payable to the Attorney General of Washington for recovery of its costs and
16 attorneys’ fees in investigating and pursuing this matter, future monitoring and enforcement of
17 this Consent Decree, otherwise enforcing the provisions of the CPA, or for any lawful purpose
18 in the discharge of the Attorney General’s duties at the sole discretion of the Attorney General.

19 **VIII. ADDITIONAL PROVISIONS**

20 8.1. This Consent Decree shall expire five (5) years from the Effective Date;
21 provided, however, that this Consent Decree may remain in effect after completion of such
22 5-year period solely for the purpose of determining or enforcing compliance during its 5-year
23 period.

24 8.2. This Consent Decree shall be binding on and inure to the benefit of Amazon.

25 8.3. For the avoidance of doubt, and without limitation, this Consent Decree shall
26 not prohibit or limit Amazon’s ability to use commonplace retail practices, including

1 consignment, flash sale, drop shipping, and revenue sharing, so long as such practices do not
2 constitute price fixing, or other violation of Washington’s Consumer Protection Act, RCW Ch.
3 19.86, or the federal antitrust laws.

4 8.4. Under no circumstances shall this Consent Decree, or the name of the Plaintiff,
5 this Court, the AGO, or any of their employees or representatives be used by Amazon or
6 persons or entities acting in concert with Amazon as an endorsement or approval of the acts,
7 practices, or conduct of business alleged in the Complaint to violate the CPA.

8 8.5. There are no third-party beneficiaries of this Consent Decree. This Consent
9 Decree shall not provide any third person with any remedy, claim, liability, reimbursement,
10 cause of action or other right in excess of those existing without reference to this Consent
11 Decree.

12 8.6. This Consent Decree shall be governed by and interpreted according to the
13 substantive laws of the State of Washington without regard to its choice of law or conflict of
14 laws principles.

15 8.7. Neither Plaintiff nor Defendant shall be considered the drafter of this Consent
16 Decree or any of its provisions for the purpose of any statute, case law or rule of interpretation
17 of construction that would or might cause any provision to be construed against the drafter of
18 this Consent Decree.

19 **IX. NOTIFICATIONS**

20 9.1. All notices issued under this Consent Decree shall be issued with a reference to
21 the caption and number, to the following, or to any person subsequently designated by the
22 parties:

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To Plaintiff:
Amy Hanson
Managing Assistant Attorney General
Antitrust Division
State of Washington Attorney General’s Office
800 5th Avenue, Suite 2000
Seattle, WA 98104
Amy.Hanson@atg.wa.gov

To Defendant:
Amazon.com Legal Department
Attn: Litigation
P.O. Box 81226
Seattle, WA 98108
Andrew DeVore, adevove@amazon.com
Amy Posner, posneram@amazon.com

X. APPROVAL AND ORDER OF FINAL JUDGMENT

10.1. Based upon the record before this court, the Court approves of the Consent Decree finding its entry to be fair, equitable, and in the public interest.

10.2. The Clerk of the Court is ordered to immediately enter the foregoing Consent Decree as a final judgment in this matter.

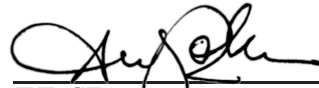
10.3. The Court retains jurisdiction over this matter for the purpose of enabling the parties to this Consent Decree to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or implementation of any of the provisions of this Consent Decree, and for the enforcement of compliance, and to remedy violations of this Consent Decree.

10.4. If any part of this Consent Decree is hereafter adjudged by a court to be unenforceable, its remaining provisions shall stay in full force and effect.

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IT IS SO ORDERED this 26th day of January, 2022.



JUDGE Andrea K. Robertson

Presented by:

ROBERT W. FERGUSON
Attorney General



AMY N.L. HANSON, WSBA No. 28589
Managing Assistant Attorney General
Antitrust Division
State of Washington Attorney General's Office
800 5th Avenue, Suite 2000
Seattle, WA 98104
206.464.7744
amy.hanson@atg.wa.gov
Attorney for the Plaintiff

AMAZON.COM, INC.

DocuSigned by:



ANDREW DEVORE, WSBA No. 49005
AMY POSNER, WSBA No. 57650
P.O. Box 81226
Seattle, WA 98108
adevore@amazon.com
posneram@amazon.com
Attorneys for the Defendants

King County Superior Court
Judicial Electronic Signature Page

Case Number: 22-2-01281-1
Case Title: STATE OF WASHINGTON vs AMAZON.COM
Document Title: ORDER RE CONSENT DECREE

Signed By: Andrea Robertson
Date: January 27, 2022



Judge: Andrea Robertson

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 91CA01BD9E0F7B1F0FDDB8476C1BC53108D3369C
Certificate effective date: 1/6/2021 3:25:19 PM
Certificate expiry date: 1/6/2026 3:25:19 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Andrea Robertson:
yB71riJ16hG1sZ0o/CyjcQ=="

Appendix A

AMAZON CONSIGNMENT PROGRAM TERMS

These Amazon Consignment Program Terms (the “**Addendum**”) is between you and Amazon Services LLC (“**Amazon**”). It supplements and, as expressly provided in this Addendum, modifies the General Terms and the Selling on Amazon Service Terms of the [Amazon Services Business Solutions Agreement](#) (the “**Agreement**”) relating to your participation in the Amazon Consignment Service on the Amazon.com website (the “**Amazon Site**”). Amazon Consignment (“**Amazon Consignment**”) is a Service that allows you to list certain products on the Amazon Sites (“**Consignment Product**”). Amazon Consignment is only available to brand owners, manufacturers, agents, or other representatives (collectively, “**Brand Owners**”) and you must register Your Products in FBA. These Amazon Consignment Program Terms are part of the Agreement, but unless specifically provided otherwise, concern and apply only to your participation in offering Your Products through Amazon Consignment. Unless defined in this Addendum, capitalized terms have the meanings given to them in the Agreement.

1.1 Consignment Sales. When a customer places an order for a Consignment Product from Amazon, Amazon will purchase the Consignment Product from you and in turn sell the Consignment Product to the customer. You will retain title to each Consignment Product until Amazon purchases it from you, at which point title will transfer to Amazon.

For each Consignment Product, Amazon may create an offer to customers. For these offers, Amazon will be the seller, set the customer price, and fulfill the customer orders. You will be able to provide and edit Required Product Information, just like your own offers, except you won’t be able to change the price.

1.2 Compensation and Fees. For each customer order of a Consignment Product, we will remit to you an amount equal to the price at which we sell the product at (excluding taxes, if any) less our Referral Fee and any other applicable fees described in this Agreement, including applicable FBA fees. But the amount remitted to you for each sale of a unit of a Consignment Product will never be less than the minimum gross proceeds (“**Minimum Gross Proceeds**”) we specify for that Consignment Product less our Referral Fee and any other applicable fees, including applicable FBA fees. The Minimum Gross Proceeds may change over time. If, at any time you do not accept the Minimum Gross Proceeds, you may withdraw the product from Amazon Consignment.

1.3 Taxes. As Amazon will be purchasing Consignment Products from you for resale purposes, we may provide you an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, you will not collect any transaction taxes (US, state or local sales or use taxes or value added taxes) covered by such certificate.

1.4 Continuing Guarantee for Particular Products.

We require the following continuing guarantees from you because Amazon is the seller of Consignment Products to the customer.

1.4.1 Textile Fiber, Fur, or Wool Products. If any of Your Products are 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

AMAZON CONFIDENTIAL
BSA Addendum



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.

1.4.2 Pesticides. If any of Your Products 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.

1.4.3 Food, Drugs, and Cosmetics. If any of Your Products 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.

1.4.4 Diamonds. If any of Your Products 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 Kimberley 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.

1.4.5 U.S. Bank Secrecy Act Covered Goods. If any of Your Products 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.



1.5 Amazon Consignment Returns and Refunds. Sales of Your Products under Amazon Consignment are subject to the Amazon Refund Policies for the applicable Amazon Site. We will retain title in inventory and you will keep the amount remitted to you.

1.6 Confidentiality. The terms of this Addendum are Confidential Information.

1.7 Effectiveness of Agreements. The Agreement, as modified by this Addendum, will remain in full force and effect in accordance with its terms. In the event of any conflict between the Agreement and this Addendum, the terms of this Addendum will control.

1.8 Modification. We may modify the terms and conditions contained in this Addendum at any time and at our sole discretion. Any changes will be effective upon our notice to you pursuant to the Agreement, including via email or by publishing applicable materials on Seller central or on the Amazon Site.

1.9 Termination. This Addendum will: (a) automatically terminate upon termination of the Agreement; or (b) our publication on Seller Central or the Amazon Site of terms and conditions governing your participation in the Amazon Consignment Program or a substantially similar service. Either party may terminate this Addendum at any time. If we choose to terminate the Addendum, termination is effective immediately upon our notice of termination.

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, by signing below, you (a) agree to be bound by all terms of this Addendum effective as of the signature date below, and (b) represent and warrant that you have the authority to accept and be bound (on behalf of yourself or the business you represent) to the terms and conditions of this Addendum.

[Redacted]

DocuSigned by:
By: [Redacted] [Redacted]
CA:2DF506A8C4F0...

Business Address: [Redacted]

Name: [Redacted]

[Redacted]

Title: president

Fax: N/A

Signature Date: July 22, 2018

Email: [Redacted]



AMAZON CONSIGNMENT PROGRAM TERMS

These Amazon Consignment Program Terms (the “**Addendum**”) is between you and Amazon Services LLC (“**Amazon**”). It supplements and, as expressly provided in this Addendum, modifies the General Terms and the Selling on Amazon Service Terms of the [Amazon Services Business Solutions Agreement](#) (the “**Agreement**”) relating to your participation in the Amazon Consignment Service on the Amazon.com website (the “**Amazon Site**”). Amazon Consignment (“**Amazon Consignment**”) is a Service that allows you to list certain products on the Amazon Sites (“**Consignment Product**”). Amazon Consignment is only available to brand owners, manufacturers, agents, or other representatives (collectively, “**Brand Owners**”) and you must register Your Products in FBA. These Amazon Consignment Program Terms are part of the Agreement, but unless specifically provided otherwise, concern and apply only to your participation in offering Your Products through Amazon Consignment. Unless defined in this Addendum, capitalized terms have the meanings given to them in the Agreement.

1.1 Consignment Sales. When a customer places an order for a Consignment Product from Amazon, Amazon will purchase the Consignment Product from you and in turn sell the Consignment Product to the customer. Unless stated otherwise in this Addendum, you will retain title and bear all risk to each Consignment Product until Amazon purchases it from you, at which point title will transfer to Amazon.

For each Consignment Product, Amazon may create an offer to customers. For these offers, Amazon will be the seller and set the customer price. You will be able to provide and edit Required Product Information, just like your own offers, except you won’t be able to change the price.

1.2 Compensation and Fees. For each customer order of a Consignment Product, we will remit to you an amount equal to the price at which we sell the product (excluding taxes, if any) less our Referral Fee and any other applicable fees described in this Agreement, including applicable FBA fees. But the amount remitted to you for each sale of a unit of a Consignment Product will never be less than the minimum gross proceeds (“**Minimum Gross Proceeds**”) to which you and we agree for that Consignment Product less our Referral Fee and any other applicable fees, including applicable FBA fees. The Minimum Gross Proceeds may change over time. If, at any time you do not accept the Minimum Gross Proceeds that we offer, you may withdraw the product from Amazon Consignment.

1.3 Taxes. As Amazon will be purchasing Consignment Products from you for resale purposes, we may provide you an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, you will not collect any transaction taxes (US, state or local sales or use taxes or value added taxes) covered by such certificate.

1.4 Continuing Guarantee for Particular Products.

We require the following continuing guarantees from you because Amazon is the seller of Consignment Products to the customer.

1.4.1 Textile Fiber, Fur, or Wool Products. If any of Your Products are 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.

1.4.2 Pesticides. If any of Your Products 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.

1.4.3 Food, Drugs, and Cosmetics. If any of Your Products 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.

1.4.4 Diamonds. If any of Your Products 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 Kimberley 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.

1.4.5 U.S. Bank Secrecy Act Covered Goods. If any of Your Products 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.



1.5 Amazon Consignment Returns and Refunds. Notwithstanding anything contrary in the Agreement, we will be responsible for and will accept and process returns of, and provide refunds and adjustments for any sales of Your Products under Amazon Consignment in accordance with Amazon’s returns and refunds policies. We may choose to either (a) retain title in the returned inventory or (b) return title to you. If Amazon chooses to retain title to the Consignment Product, you will keep the any amount remitted to you. If Amazon chooses to return the inventory to you, this will occur in accordance with the FBA Service Terms.

1.6 Confidentiality. The terms of this Addendum are Confidential Information.

1.7 Effectiveness of Agreements. The Agreement, as modified by this Addendum, will remain in full force and effect in accordance with its terms. In the event of any conflict between the Agreement and this Addendum, the terms of this Addendum will control.

1.8 Modification. We may modify the terms and conditions contained in this Addendum at any time and at our sole discretion. Any changes will be effective upon our notice to you pursuant to the Agreement, including via email or by publishing applicable materials on Seller central or on the Amazon Site.

1.9 Termination. This Addendum will: (a) automatically terminate upon termination of the Agreement; or (b) our publication on Seller Central or the Amazon Site of terms and conditions governing your participation in the Amazon Consignment Program or a substantially similar service. Either party may terminate this Addendum at any time. If we choose to terminate the Addendum, termination is effective immediately upon our notice of termination.

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, by signing below, you (a) agree to be bound by all terms of this Addendum effective as of the signature date below, and (b) represent and warrant that you have the authority to accept and be bound (on behalf of yourself or the business you represent) to the terms and conditions of this Addendum.

[Redacted signature area]

DocuSigned by:
By: [Redacted]
E:TAU9DX614GB408...
Name: [Redacted]
Title: Manager
Signature Date: September 20, 2018

Business Address:
[Redacted]
Fax: N/A
Email: [Redacted]



Appendix B

This article applies to selling in: **United States**

[Help](#) / [Program Policies](#) / [Sold By Amazon Terms & Conditions](#)

Sold By Amazon Terms & Conditions

Sold By Amazon Terms & Conditions

Sold by Amazon ("SBA") is a program that allows brand owners enrolled in Amazon Brand Registry ("Brand Owners") to enroll certain products ("SBA Products") to be sold in the Amazon stores as retail offers. SBA is provided by the applicable Amazon Contracting Party and any of its applicable Affiliates as defined in the Amazon Brand Registry Terms of Use ("Amazon", "we", "our", or "us"). Any person or entity ("you" or "your") who uses SBA is subject to the terms below in addition to the applicable terms governing the sale of Your Products to or through us ("Agreement," which includes, for example, the Amazon Brand Registry Terms of Use or the Amazon Services Business Solutions Agreement). All capitalized terms not defined in these terms have the respective meanings set forth in the Agreement. To the extent there is a conflict between the Agreement and these terms regarding your use of SBA, these terms control.

How SBA works

SBA is a program where Amazon is the seller of record on consignment and handles the selling process – including pricing, sales transaction, tax collection, fulfillment, and returns – allowing Brand Owners to focus on growing and optimizing their business.

Brand Owners with a Professional selling account may register for SBA. After registering for SBA, you can enroll your eligible brand-owned FBA products in SBA in Seller Central, and an offer will be created for those products showing "Ships from and sold by Amazon" to Amazon customers.

When a customer places an order for an SBA Product from Amazon, Amazon will purchase the product from you and sell the product to the customer.

Unless stated otherwise in the Agreement, you will retain title to each SBA Product until Amazon purchases it from you, at which point title will transfer to Amazon.

Compensation and Fees

For each customer order of an SBA Product, we will remit to you the greater of the price at which we sell the product (excluding taxes, if any) or the applicable Minimum Gross Proceeds ("MGP") for the product, in each case less our Referral Fee and any other applicable fees described in the Agreement, including FBA fees.

MGP is the amount you are guaranteed to receive per each SBA unit sold for a particular SBA Product, minus applicable fees. The MGP for any product is determined by Amazon and we may change it over time. Amazon will notify you of any changes to the MGP and you will have seven (7) days to accept the new MGP at your sole discretion. If you do not accept the new MGP within that time, your SBA listing will automatically become inactive. You can accept the new MGP after the listing is inactive in order to reactivate your listing. You may withdraw SBA Products from SBA at any time.

Taxes

Amazon will purchase SBA Products from you for resale purposes, and we may provide you an exemption certificate or equivalent information acceptable to the relevant taxing authority. If we provide you an exemption certificate or equivalent information, you will not collect any transaction taxes (US, state or local sales or use taxes or value added taxes) covered by such certificate.

Returns and Refunds

Notwithstanding anything contrary in the Agreement, we will be responsible for and will accept and process customer returns and refunds of SBA Products under SBA in accordance with Amazon's returns and refunds policies. We may choose to either (a) retain title in the returned inventory or (b) return title to you. If Amazon chooses to retain title to the SBA Product, you will keep any amount remitted to you. If Amazon chooses to return the inventory to you, this will occur in accordance with the FBA Service Terms and you will provide a refund of any amount that was remitted to you from Amazon.

Representations, Warranties, and Covenants

You represent, warrant, and covenant on an ongoing basis that: (a) you are the Brand Owner of any product you enroll in SBA; (b) your SBA Products are genuine and free from defects; (c) your SBA Products, Product Information, and our exercise of our license rights in the Agreement, will not violate any third party rights, including intellectual property rights; (d) you will comply with all applicable laws and rules relating to your SBA Products (including obtaining and maintaining any permits or licenses required to manufacture, distribute, sell, export, import or otherwise deal in the products); (e) your SBA Products may be lawfully marketed, stored, sold, distributed, and disposed of without restriction (e.g., no required disclosures, licenses, or registrations) other than any specific restrictions or prohibitions you disclose and we consent to in writing in advance of shipment to us; (f) none of your SBA Products are, or contain ingredients that are, regulated as a controlled drug or substance, or are listed as a regulated chemical; (g) none of your SBA Products will be provided to us that are regulated as a hazardous or dangerous product or material, except as expressly permitted under applicable Program Policies or you disclose to us and we consent to in writing in advance of shipment to us; and (h) the country of origin of your SBA 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 your SBA Products to us.

1. We also require the following continuing guarantees from you because Amazon is the seller of SBA Products to the customer:

1. Textile Fiber, Fur, or Wool Products. If any of your SBA Products 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.

2. Pesticides. If any of your SBA Products 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 seller 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.

3. Food, Drugs, and Cosmetics. If any of your SBA Products 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.

4. Diamonds. If any of your SBA Products 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 Kimberley 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.

5. U.S. Bank Secrecy Act Covered Goods. If any of your SBA Products 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.

Insurance


If you enroll products in SBA, you must obtain and maintain at your expense general, umbrella, or excess liability insurance as required under the Amazon Services Business Solutions Agreement regardless of the Insurance Threshold provided in that agreement. If applicable, commercial general liability insurance maintained pursuant to the Vendor Terms and Conditions is sufficient to meet this requirement.

Additional Terms

We may amend these terms and conditions at any time and at our sole discretion by posting the revised terms on Seller Central. Amazon may determine from time to time which Brand Owners and products we accept into SBA. BY CONTINUING TO ACCESS OR USE SBA AFTER THE EFFECTIVE DATE OF ANY MODIFIED TERMS, YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ANY MODIFICATIONS TO THIS AGREEMENT, YOU MUST IMMEDIATELY CEASE ALL USE OF SBA. We may revoke your participation in SBA at any time or remove any product as an SBA Product upon notice to you.

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URI	wc://Program Policies/1/289833904
MD5 hash	C155A797099B938C3ECF69E52D36933C
MD5 hash version	v5
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SOLD BY AMAZON (SBA) PROGRAM TERMS

These Sold by Amazon (SBA) Program Terms (the "Addendum") is between you and Amazon Services LLC ("Amazon"). It supplements and, as expressly provided in this Addendum, modifies the General Terms and the Selling on Amazon Service Terms of the Amazon Services Business Solutions Agreement (the "Agreement") relating to your participation in the SBA Service on the Amazon.com website (the "Amazon Site"). Sold by Amazon ("SBA") is a Service that allows you to list certain products on the Amazon Sites ("SBA Product"). SBA is only available to brand owners, manufacturers, agents, or other representatives (collectively, "Brand Owners") and you must register Your Products in FBA. These SBA Program Terms are part of the Agreement, but unless specifically provided otherwise, concern and apply only to your participation in offering Your Products through SBA. Unless defined in this Addendum, capitalized terms have the meanings given to them in the Agreement.

1.1 SBA Sales. When a customer places an order for a SBA Product from Amazon, Amazon will purchase the SBA Product from you and in turn sell the SBA Product to the customer. Unless stated otherwise in this Addendum, you will retain title and bear all risk to each SBA Product until Amazon purchases it from you, at which point title will transfer to Amazon.

For each SBA Product, Amazon may create an offer to customers. For these offers, Amazon will be the seller and set the customer price. You will be able to provide and edit Required Product Information, just like your own offers, except you won't be able to change the price.

1.2 Compensation and Fees. For each customer order of a SBA Product, we will remit to you an amount equal to the price at which we sell the product (excluding taxes, if any) less our Referral Fee and any other applicable fees described in this Agreement, including applicable FBA fees. But the amount remitted to you for each sale of a unit of a SBA Product will never be less than the minimum gross proceeds ("Minimum Gross Proceeds") to which you and we agree for that SBA Product less our Referral Fee and any other applicable fees, including applicable FBA fees. The Minimum Gross Proceeds may change over time. If, at any time you do not accept the Minimum Gross Proceeds that we offer, you may withdraw the product from SBA.

1.3 Taxes. As Amazon will be purchasing SBA Products from you for resale purposes, we may provide you an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, you will not collect any transaction taxes (US, state or local sales or use taxes or value added taxes) covered by such certificate.

1.4 Continuing Guarantee for Particular Products.

We require the following continuing guarantees from you because Amazon is the seller of SBA Products to the customer.

1.4.1 Textile Fiber, Fur, or Wool Products. If any of Your Products are 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.

1.4.2 Pesticides. If any of Your Products 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)

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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.

1.4.3 Food, Drugs, and Cosmetics. If any of Your Products 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.

1.4.4 Diamonds. If any of Your Products 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 Kimberley 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.

1.4.5 U.S. Bank Secrecy Act Covered Goods. If any of Your Products 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.

1.5 Sold by Amazon Returns and Refunds. Notwithstanding anything contrary in the Agreement, we will be responsible for and will accept and process returns of, and provide refunds and adjustments for any sales of Your Products under SBA in accordance with Amazon's returns and refunds policies. We may choose to either (a) retain title in the returned inventory or (b) return title to you. If Amazon chooses to retain title to the SBA Product, you will keep the any amount remitted to you. If Amazon chooses to return the inventory to you, this will occur in accordance with the FBA Service Terms.

1.6 Confidentiality. The terms of this Addendum are Confidential Information.

1.7 Effectiveness of Agreements. The Agreement, as modified by this Addendum, will remain in full force and effect in accordance with its terms. In the event of any conflict between the Agreement and this Addendum, the terms of this Addendum will control.

1.8 Modification. We may modify the terms and conditions contained in this Addendum at any time and at our sole discretion. Any changes will be effective upon our notice to you pursuant to the Agreement, including via email or by publishing applicable materials on Seller central or on the Amazon Site.

1.9 Termination. This Addendum will: (a) automatically terminate upon termination of the Agreement; or (b) our publication on Seller Central or the Amazon Site of terms and conditions governing your participation in the SBA Program or a substantially similar service. Either party may terminate this Addendum at any time. If we choose to terminate the Addendum, termination is effective immediately upon our notice of termination.

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, by signing below, you (a) agree to be bound by all terms of this Addendum effective as of the signature date below, and (b) represent and warrant that you

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have the authority to accept and be bound (on behalf of yourself or the business you represent) to the terms and conditions of this Addendum.

[Selling Partner]

By:

Name: _____

Title: _____

Signature Date:

Business Address:

Fax:

Email: