

**JOVIAL FOODS, INC. AUTHORIZED RETAILER POLICY
FOR THE UNITED STATES
Effective Date: September 1, 2024**

This Jovial Foods, Inc. Authorized Retailer Policy for the United States (“Retailer Policy”) is issued by Jovial Foods, Inc. (“Jovial Foods”) and applies to Authorized Retailers of Jovial and Bionaturae products (“Product(s)”) in the United States of America. By purchasing Products from Jovial Foods or an Authorized Distributor for retail sale, you (“Retailer”) agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer or reseller agreement between you and Jovial Foods. Until such status is otherwise revoked by Jovial Foods, in Jovial Foods’ sole and absolute discretion, Retailer shall be considered an “Authorized Retailer.” Jovial Foods may review Retailer’s activities for compliance with this Retailer Policy, and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is authorized to sell Products only to End Users in the United States. An “End User” is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, or promote the Products outside the United States of America without Jovial Foods’ prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Retailer in Retailer’s legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace); and
- (iii) is operated in compliance with the Jovial Foods, Inc. Online Sales Guidelines, as Jovial Foods may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Jovial Foods.**

(c) Jovial Foods reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to offer for sale and sell Products on the Permissible Public Websites, and Retailer must cease all such offering for sale and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Jovial Foods and Retailer regarding the sale of the Products online. Any authorization previously granted to Retailer by Jovial Foods to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Retailer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Jovial Foods. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer’s business and/or (b) related to the marketing and sale of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Jovial Foods or the Products. Retailer shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Retailer shall comply with the Jovial Foods, Inc. Product Care, Customer Service, and Other Quality Controls, as Jovial Foods may amend from time to time.

5. **Intellectual Property.**

(a) Retailer acknowledges and agrees that Jovial Foods owns all proprietary rights in and to the Jovial and Bionaturae brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Jovial Foods IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Jovial Foods IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Jovial Foods IP shall inure solely to the benefit of Jovial Foods.

(b) Retailer's use of the Jovial Foods IP shall be in accordance with any guidelines that may be provided by Jovial Foods from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Jovial Foods reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the Jovial Foods IP at any time, without limitation. In marketing the Products, Retailer shall only use images of Products either supplied by or authorized by Jovial Foods and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Retailer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Jovial Foods product name or trademark, nor a misspelling or confusingly similar variation of any Jovial Foods product name or trademark.

6. **Termination.** Jovial Foods may terminate Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Jovial Foods Products or has any affiliation whatsoever with Jovial Foods; and (iii) using all Jovial Foods IP.

7. **Modification.** Jovial Foods may amend this Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the Jovial Foods IP, or use of any other information or materials provided by Jovial Foods to Retailer will be deemed Retailer's acceptance of the amendment.