

EARTH MAMA
UNITED STATES AUTHORIZED INTERNET RESELLER AGREEMENT

THIS INTERNET RESELLER AGREEMENT (the "Agreement") is made effective the date of its execution (the "Effective Date"), by and between Earth Mama Angel Baby, LLC, with principal offices at 9866 SE Empire Court, Clackamas, OR 97015 ("Earth Mama"), and the authorized Internet reseller that has executed this Agreement ("Reseller"). Earth Mama and Reseller are each sometimes referred to herein as a "party" or collectively as the "parties." The parties agree as follows:

1. **Internet Appointment**. Earth Mama grants to the Reseller the right to fulfill orders and to market, sell and distribute Earth Mama products in the United States to end-users in brick and mortar locations and on the URL locations listed as approved by Earth Mama in the attached **Schedule A**.
2. **Third-Party Internet Marketplaces**. Reseller, *ONLY if listed and approved by Earth Mama in Schedule A*, shall be allowed to sell or advertise Products on certain approved third-party Internet marketplaces under certain approved names. **All other sales on third-party marketplaces are prohibited.**
3. **Transshipping**. Reseller shall not transship products. Specifically, Reseller shall not sell or transfer any Earth Mama products to any person or entity for resale. Reseller agrees to restrict, cease, or limit the sale of Earth Mama products to anyone at the request of Earth Mama.
4. **Geographic Sales Boundary**. Reseller may only sell and advertise for sale Earth Mama products within the United States. Earth Mama hereby expressly prohibits Reseller from soliciting or consummating sales outside of the United States.
5. **Intellectual Property**. Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use approved intellectual property for the sole purpose of advertising and promoting the sale of Products to End-Users on authorized websites within the United States.
6. **Sales Practices**. Reseller shall conduct business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by Earth Mama. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Earth Mama products.
7. **Product Packaging**. Resellers shall sell Earth Mama products in their original packaging. Relabeling, repackaging (including the separation of bundled products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products; and
8. **UMAP**. Resellers are informed of Earth Mama's UMAP Policy as it applies to the advertisement for sale of Earth Mama products from resellers to end-users in the United States. There is no agreement, express or implied, between Earth Mama and resellers with respect to the advertised or resale pricing of Earth Mama products. If any director, officer, employee, representative, or other agent of Earth Mama tries to coerce resellers to agree to the price at which resellers advertise or resell Earth Mama products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify Earth Mama's UMAP Committee at UMAP@earthmama.com;
9. **Reseller Obligations**. During the Term of this Agreement, Reseller shall:
 - a. promote, market, and sell the Products;
 - b. maintain qualified personnel with knowledge of the features and use of the Products;
 - c. provide quality post-sale return support for all customers, including End-Users that purchase the Products;
 - d. preserve the reputation and goodwill of Earth Mama and the Products and avoid any illegal or unethical actions;

- e. comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Earth Mama;
 - f. not bid on any current or future trademarks used or owned by Earth Mama as keywords on Google Ads or similar paid search engine, including Internet marketplace paid search programs, without prior written permission from Earth Mama; and
 - g. comply with additional terms of sale as otherwise provided by Earth Mama and as such terms may change from time to time by Earth Mama in its sole discretion.
10. **Breach.** Any violation of the terms of this Agreement shall be deemed a breach of the Agreement, entitling Earth Mama to terminate the Agreement immediately or take any other action allowed under the law.
11. **Termination.** This Agreement may be terminated as follows:
- a. by Earth Mama immediately upon notice to Reseller in the event of a breach of any of the terms of this Agreement; or
 - b. by Earth Mama or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party.
12. **Obligations Upon Expiration/Termination.** Upon expiration or termination of this Agreement for any reason, Reseller will no longer be an authorized Internet reseller of Earth Mama Products. Reseller shall immediately cease to purchase, advertise, and/or sell Earth Mama products; cease to represent itself as an authorized reseller of Earth Mama products; and cease all use of Earth Mama's intellectual property. Reseller agrees to immediately remove any and all Internet listings of Earth Mama products. The acceptance by Earth Mama of a Reseller's purchase order after the expiration or termination of this Agreement shall not be deemed a renewal or extension of this Agreement, or a waiver of its termination or expiration or a waiver of any prior breach. However, Earth Mama shall be under no obligation to fulfill any orders by Reseller after termination or notice of such termination.
13. **Amendments & Waivers.**
- a. Except as otherwise set forth in Section 13(b) of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver.
 - b. Earth Mama may amend any Schedule in this Agreement by providing notice to the Reseller, and any such amendment shall become effective immediately upon delivery of such notice.
14. **Entire Agreement.** This Agreement, the Schedules, any additional terms and conditions of Earth Mama, Earth Mama's written invoices, and any and all personal guarantees or assurances of payment by Reseller set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.
15. **Limitation on Liability.** RESELLER ACKNOWLEDGES AND AGREES THAT EARTH MAMA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT RESELLER MAY INCUR FROM DELAYED SHIPMENT, NON-SHIPMENT, OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL EARTH MAMA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT EARTH MAMA SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

16. **Law and Forum.** This Agreement shall be deemed to have been entered into and fully performed in the State of Oregon and shall be governed by and construed in accordance with the laws of the State of Oregon without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes, and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Clackamas County or the United States District Court for the District of Oregon, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts of Oregon and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
18. **Electronic Execution.** In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.* ("ESIGN"), the parties hereby agree to execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it.
 Each signatory agrees that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

Reseller: _____

Earth Mama Angel Baby, LLC

Signed by: _____

Signed by: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

URLs and/or Internet Marketplace and Seller ID

Internet URL or Marketplace/ Seller Name ID	Approved by Earth Mama
	[]
	[]
	[]