



CHATSUBO HOLDINGS LLC AUTHORIZED RESELLER POLICY FOR THE UNITED STATES
Effective Date: November 1, 2024

This CHATSUBO Holdings LLC Authorized Reseller Policy for the United States (“Reseller Policy”) is issued by CHATSUBO Holdings LLC (“CHATSUBO”) and applies to Authorized Resellers of Rishi and Sparkling Botanicals products (“Product(s)”) in the United States of America. By purchasing Products from CHATSUBO, one of its affiliates for, or an Authorized CHATSUBO Distributor of the Products for resale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by CHATSUBO in CHATSUBO’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller.” This Reseller Policy supplements any then-current reseller agreement between you and CHATSUBO or one of its affiliates. CHATSUBO may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller 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. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, or promote the Products outside the United States of America without CHATSUBO’s prior written consent.

2. **Online Sales.**

(a) Reseller 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 Reseller in Reseller’s legal name or registered fictitious name;
- (ii) is operated by Reseller for the purpose of retail sales of the Products for consumption of the Products off of Reseller’s business premises (as opposed to the sale of a prepared beverage for in-store pick-up);
- (iii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace);
- (iv) has been registered through the Authorized Reseller Website Registration Form found at <https://rishi-tea.com/reseller-website-registration>; and
- (v) is operated in compliance with the CHATSUBO Holdings LLC Online Sales Guidelines, attached as Exhibit A, as CHATSUBO may amend from time to time.

(b) **Reseller 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 CHATSUBO.**

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

(d) Reseller agrees to promptly notify CHATSUBO of any change to the information submitted on its Authorized Reseller Website Registration Form by reregistering with CHATSUBO at <https://rishi-tea.com/reseller-website-registration>.

3. **Sales Practices.** Reseller 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. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by CHATSUBO. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business and/or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of CHATSUBO or the Products. Reseller shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the CHATSUBO Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as CHATSUBO may amend from time to time.

5. **Intellectual Property.**

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

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

(c) Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Product name or any trademark owned by or licensed to CHATSUBO, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to CHATSUBO.

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

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

EXHIBIT A

CHATSUBO HOLDINGS LLC ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by CHATSUBO or any party other than Retailer.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At CHATSUBO's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Retailer's sale of the Products to CHATSUBO for review upon request. Retailer agrees to cooperate with CHATSUBO in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for at least one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to CHATSUBO.
5. The Permissible Public Websites shall comply with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Except where Retailer has entered into a drop-shipment arrangement with CHATSUBO whereby CHATSUBO ships Products on Retailer's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Retailer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Retailer's.

EXHIBIT B**CHATSUBO HOLDINGS LLC
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by CHATSUBO regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight.
2. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging. Do not dilute Products.
4. Do not resell any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to CHATSUBO at resellers@rishi-tea.com.
6. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired or soon-to-be expired. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by CHATSUBO and applicable law.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
8. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by CHATSUBO. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. CHATSUBO reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to CHATSUBO. Cooperate with CHATSUBO in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
9. Cooperate with CHATSUBO with respect to any Product tracking systems that may be implemented from time to time.
10. Cooperate with CHATSUBO with respect to any Product recall or other consumer safety information dissemination efforts.
11. Implement commercially reasonable loss prevention and anti-diversion measures. Notify CHATSUBO promptly in the event of a theft or other loss of a material quantity of Products.
12. Report to CHATSUBO any customer complaint or adverse claim regarding the Products and assist CHATSUBO in investigating any such complaints or adverse claims.
13. Cooperate with CHATSUBO in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.