

Dear DARCO Partner,

In order to maintain brand integrity and promote stronger relationships with our US sales and distribution partners, we have created a new Authorized Online Seller Policy effective November 1, 2021. This policy is designed to increase customer confidence in purchasing DARCO product online and promote more open lines of communication between DARCO and our online sales partners.

To become an Authorized Online Seller, all partners selling DARCO Product direct to consumers online must read the attached policy and return a completed Authorized Online Seller Application (Exhibit A) before November 1, 2021.

Upon receipt and approval of your application, approved Authorized Online Sellers will be listed on DARCOinternational.com as an official Authorized Online Seller and have access to updated marketing and regulatory materials.

We are excited to begin this new relationship with all of you and are looking forward to our future together.

Sincerely,

The DARCO Team

DARCO Authorized Online Seller Policy

Effective Date: 11 / 01 / 2021

This DARCO Authorized Online Seller Policy (the "Policy") applies to all Online Sellers of DARCO International, Inc. located at 810 Memorial Boulevard, Huntington, WV 25701 ("DARCO"). "Online Sellers" is defined as all Authorized US Distributors and all Resale Partners of Distributors who sell DARCO products ("Product") direct-to-consumers online via independent websites and/or third-party marketplaces ("eCommerce Sites"), including but not limited to Amazon.com, eBay.com, and Walmart.com.

As an Online Seller of DARCO products, you agree to the following terms and conditions:

1. **Product Sourcing.** Online Seller shall only source Product directly from DARCO wholesale or from an Authorized US Distributor of DARCO Product. DARCO reserves the right to request Online Sellers to verify their access to Product was obtained directly through DARCO wholesale or through one of DARCO's Authorized US Distributors.
2. **Required Authorization.** Online Seller shall not sell or transfer any of the Product to any person or entity for re-sale that is not an Authorized Online Seller. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other Online Sellers, or any other person or entity Online Seller knows or has reason to know intends to re-sell the Products. Online Seller cannot sell or ship Products to locations outside of the United States without specific authorization. To become an Authorized Seller, all interested parties must complete the Authorized Online Seller Application (**Exhibit A**).
3. **Unauthorized Alterations Prohibited.** Online Seller is prohibited from physically or digitally tampering with, defacing, or otherwise altering logos, trademarks, serial numbers, UPC codes, lot numbers, or other identifying information on Products, Product packaging, and/or Product photography. Relabeling or repackaging (including the separation of bundled products or the bundling of products), and other alterations to the Products or their packaging is prohibited without prior consent from DARCO. DARCO reserves the right to test buy Online Sellers' Product to ensure Online Sellers are compliant.
4. **Customer Service.** Online Seller is responsible for ensuring all Product information posted online in complete, correct, and up-to-date. Valid contact information for the Online Seller should be accessible to customers on all eCommerce Sites which an Online Seller sells Product. DARCO is not responsible for providing credits, returns processing, replacements, or refunds for Product sold by the Online Seller.
5. **Compliance with Applicable Laws.** Online Seller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products.
6. **Recall, Complaints and Consumer Safety.** To ensure the safety and well-being of the end users of the Products, Online Seller shall communicate all safety information to consumers and cooperate with DARCO with respect to any Product recall. If an Online Seller receives any communication from a customer that alleges potential Product failure, Online Seller is required to immediately gather from the customer full details concerning the potential Product failure and customer contact information and forward this information to DARCO.
7. **Updating Authorization.** If the Online Seller's Company Information, Authorized Representative Information, or Seller Names change from what was provided on an approved Authorized Online Seller Application (**Exhibit A**), the Online Seller must notify DARCO to update the information. Online Sellers may request DARCO add, edit, or remove eCommerce Sites at any time.
8. **Use of DARCO Intellectual Property.** DARCO International, Inc. owns all proprietary rights in and to the DARCO brand, name, logo, trademarks, service marks, trade dress, patents, copyrights, and other intellectual property (the "DARCO IP"). Online Seller is granted a limited, non-exclusive, non-transferable, revocable license to use the DARCO IP solely for purposes of marketing and selling the Products online as set forth herein, and this license shall cease immediately upon termination of Online Seller's status as an Authorized Online Seller. DARCO may review, approve, and/or reject, in its sole discretion, an Online Seller's use of the DARCO IP at any time.
9. **Modification.** DARCO reserves the right to update, amend, or modify this Policy at any time.
10. **Miscellaneous.** This Policy and any dispute arising under it shall be governed by, interpreted, and enforced in accordance with the laws of West Virginia, without regard to its choice of law rules.

For questions or to return completed Exhibit A Form,
send an email to marketing@darcointernational.com.

Exhibit A: Authorized Online Seller Application

Company Information

- Business Legal Name: _____
- Business DBA Name (if applicable): _____
- Business Address: _____

Customer Service Contact *(To be published on DARCO's website directory of Authorized Online Sellers.)*

- Customer Service Email: _____
- Customer Service Phone Number: _____

Marketing Point of Contact *(For sending DARCO marketing updates and collateral. Not published or shared.)*

- Name: _____
- Title: _____
- Email: _____
- Phone Number: _____

Requested eCommerce Sites

Include the URLs to all eCommerce Sites on which you are requesting authorization to sell DARCO Product. **For third-party marketplaces (e.g. Amazon.com, eBay.com, etc.) ONLY**, you must also provide the Seller Alias(es) you are intending to use.

eCommerce Site 1. _____	Seller Alias 1. _____
eCommerce Site 2. _____	Seller Alias 2. _____
eCommerce Site 3. _____	Seller Alias 3. _____
eCommerce Site 4. _____	Seller Alias 4. _____
eCommerce Site 5. _____	Seller Alias 5. _____

I have read and I understand the terms of the DARCO Authorized Online Seller Policy. I verify that the information I have provided on the DARCO Authorized Online Seller Application is complete and accurate.

Authorized Representative Name

DARCO Representative Name

Authorized Representative Signature

DARCO Representative Signature

Company

DARCO International, Inc.
Company

Title

Title

Date

Date

For questions or to return completed Exhibit A Form,
send an email to **marketing@darcointernational.com**.