



Effective Date: November 8, 2023

Earth Rated takes seriously its responsibility to protect the integrity of its brand and intellectual property rights, such as its trademarks, service marks, certification marks, logos, and copyrighted material from practices that may dilute its brand or cause consumer confusion. To that end, Earth Rated has unilaterally adopted this **Unilateral Reseller Brand Protection Policy (“Reseller Policy”)** which requires that each authorized person or entity (a “Reseller”) that purchases Earth Rated products (the “Products”) for resale or other distribution comply with this Policy. Any Reseller that violates this Reseller Policy is and will be deemed an “Unauthorized Reseller”. **Any unauthorized or improper use of Earth Rated’s trademarks may constitute infringement and unfair competition in violation of applicable laws.** If you are an authorized Earth Rated Reseller, please consult your agreement for specific additional requirements applicable to your use of Earth Rated’s trademarks.

This Reseller Policy does not constitute an agreement between Earth Rated and any Reseller, and Earth Rated is not seeking a response from Resellers. However, Earth Rated reserves the right to revoke authorized Reseller status of, or to cancel all orders, or suspend and/or indefinitely terminate any supply relationship with any Reseller that Earth Rated determines has failed to comply with this Reseller Policy, in each case, without limiting any other rights or remedies available to Earth Rated as a result of such failure. This Reseller Policy is non-negotiable.

Unauthorized Resellers are not authorized to resell Products (online or otherwise) or to display, copy or otherwise use or exploit Earth Rated trademarks, copyrights, images or Product information.

Reseller may use Earth Rated trademarks (but not logos or taglines) to identify Earth Rated products on packaging, promotional, and advertising materials, provided Reseller complies with the following guidelines:

1. General Trademark Guidelines

- Reseller may not include any Earth Rated trademark in its company name, product or service name, or domain name.
- Unless Reseller is licensed by Earth Rated under a licensing agreement, Reseller will not use Earth rated logos.
- Reseller’s company or product name may not be confusingly similar to any Earth Rated trademark and Reseller may not use Earth Rated trademarks in any manner that directly or indirectly implies Earth Rated sponsorship, affiliation, certification, approval, or endorsement of Reseller or its products.

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- Reseller may not shorten, abbreviate, or modify any Earth Rated trademark.
 - Reseller should include the following trademark attribution statement when it uses Earth Rated trademarks: “[List of marks used] are trademarks of Earth Rated.”
 - Reseller shall sell Products in their original packaging and may not remove or modify any labels, specifications, images, advertising and/or any other content related to the Products.
2. **No Resale on Online Marketplaces.** Reseller may not advertise or sell the Products on any third-party online marketplace or to any distributors or resellers for further sale or distribution on any third-party online marketplace without Earth Rated’s express written consent.
 3. **Reseller’s Company Brand.** Resellers may use the Earth Rated name, or any factual phrase, to describe their business, as in for example: "We sell Earth Rated products," provided that the statement is true. Reseller must lead with its own company brand and cannot lead with the Earth Rated name. Reseller is not permitted to use the Earth Rated name in a manner that would lead consumers to believe that Reseller has an association or affiliation with Earth Rated that does not exist.
 4. **Compliance with Earth Rated’s Policies.** Reseller is required to comply with Earth Rated’s Minimum Advertised Pricing Policy (“MAP”) Policy which can be found on Earth Rated’s website here: [MAP Policy](#). Reseller must handle and store the Products in compliance with Earth Rated’s storage and handling policies. Reseller must comply with Earth Rated’s warranty and customer support obligations. Reseller may not engage in any unfair business practices, false advertising, or fraud or modify Earth Rated’s warranty.
 5. **Copyrights.** Use of Earth Rated’s copyrighted material is strictly prohibited without Earth Rated express written consent. Such materials include, but are not limited to, content and text displayed on Earth Rated’s website, mobile applications, or other documentation, photographs, diagrams, videos, images, and sound clips. If authorized, Reseller’s use of Earth Rated’s copyrighted material must be accompanied by Earth Rated’s copyright notice.

This Reseller Policy is incorporated into any agreement entered between Earth Rated and Reseller with respect to Reseller’s purchase or sale of the Products. In the event of a conflict between the applicable agreement and this Reseller Policy, the terms of the agreement will prevail. Earth Rated may amend this Reseller Policy at any time. Earth Rated reserves the right to prohibit any use of its trademarks that Earth Rated, in its sole discretion, deems unlawful or improper, even if such use is not expressly prohibited hereunder.

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RESELLERS WHO FAIL TO COMPLY WITH THE FOREGOING TERMS FORFEIT THE RIGHT TO SELL PRODUCTS.