

AUTHORIZED E-COMMERCE RESALE POLICY

As part of our strategic plan to support the reputation and integrity of our brands and support consumers in their purchasing decisions, Reily Foods Company (the “Reily”) hereby adopts this E-commerce Resale Policy (this “Policy”) Effective today, May 2, 2023, e-commerce resellers (“Resellers”) of the Branded Products must be authorized by Reily and agree to the terms of this Policy. Resellers that fail to comply with this Policy will be deemed an unauthorized reseller and, as such, shall have no right to: (i) sell the Products, (ii) use Reily’s intellectual property or (iii) extend Reily’s consumer warranty to purchasers.

1. Applicability. This Policy applies to all Authorized Resellers of the Branded Products regardless of whether the Branded Products were acquired directly from Reily or another distribution channel. For purposes of this Policy, Authorized Resellers are purchasers of the Branded Products which are authorized by Reily and agree to the terms of this Policy.
2. Sales to End Users Only. In the absence of written authorization from Reily, Authorized Reseller may only purchase Branded Products for resale to consumers and end user customers.
3. No Sales on Online Marketplaces. In the absence of written authorization from Reily, Authorized Reseller may not advertise or sell the Branded Products via an online third-party marketplace. Third-party e-commerce marketplaces are sites that offer products from multiple sellers. Some better-known examples are Amazon, eBay, Walmart, and Target. Authorized Reseller may sell Branded Products on websites owned and operated by Authorized Reseller.
4. Handling and Storage. Authorized Reseller agrees to handle and store the Products in a safe manner and in compliance with Reily’s storage and handling guidelines. Reseller will ensure that Branded Products are stored in secure, climate-controlled warehouses and shall not sell any product that is out of date
5. Product Packaging and Display. Authorized Reseller shall 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. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, SKU or other identifying information on Products or their packaging is prohibited. Authorized Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Branded Products or advertise, market, display, or demonstrate the Branded Products with third party products in a manner that would create the impression that the Reily manufactures, endorses, or affiliates with the third party manufacturer or seller.
6. Locations / Reporting. Reseller agrees to track Branded Products purchased from Reily or another Authorized Reseller. At Reily’s request, Authorized Reseller will provide Reily with (a) a list of all storage locations utilized by Reseller, (b) an inventory of Products maintained at each such storage location, and (c) physical access to the location for Reily to perform an inventory to confirm the amounts and locations of the Branded Products.
7. Product Inspection. Promptly upon receipt of the Branded Products, Authorized Reseller agrees to inspect the Branded Products for damage, defects, evidence of tampering, expiration date, or other non-conformances (a “Defect”). If any Defect is identified,

Authorized Reseller shall not offer the defective Branded Product for sale and must promptly report the Defect to Reily.

8. Recall and Consumer Safety. To ensure the safety and well-being of the end users of the Branded Products, Authorized Reseller agrees to cooperate with Reily in connection with any recall of the Branded Products and consumer safety information disclosures.
9. Customer Service. Authorized Reseller will maintain customer service phone and email response functions to receive, manage, and respond to customer complaints, returns and other customer service functions. Authorized Reseller will promptly provide Reily with any reports related to customer complaints, returns and other customer service issues.
10. Product Loss and Theft. If a significant quantity of the Branded Products is lost, stolen or otherwise unaccounted for, Authorized Reseller will promptly report such event to Reily. For purposes of this Policy, a significant quantity means an amount exceeding one case of product.
11. Report Unauthorized Resellers. If Authorized Reseller receives information or reasonably suspects that any person is purchasing and reselling or distributing the Branded Products in violation of this Policy, Authorized Reseller shall promptly notify Reily of its suspicions and provide Reily with the factual basis for its suspicions or concerns.
12. Support of Manufacturer's Warranty. Authorized Reseller may extend to any consumer or end user of the Branded Products the original manufacturer's warranty in accordance with its terms. Authorized Reseller may not modify or alter the original manufacturer's warranty, represent or characterize the original manufacturer's warranty in any misleading manner, or extend its own warranty with respect to the Branded Products.
13. Other Information, Documents and Reports. Authorized Reseller shall provide Reily with any supplemental information, documents and reports that Reily may reasonably request in order to validate Authorized Reseller's compliance with this Policy.

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

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