



KING TECHNOLOGY, INC. AUTHORIZED DEALER POLICY FOR THE UNITED STATES
Effective Date: November 13, 2023

This King Technology, Inc. Authorized Dealer Policy for the United States (“Dealer Policy”) is issued by King Technology, Inc. (“King Technology”) and applies to Authorized Dealers of King Technology products, including its FROG brand and other King Technology brands (collectively, “Product(s)”) in the United States of America. By purchasing Products from King Technology or an Authorized Distributor for retail sale, you (“Dealer”) agree to adhere to the following terms. This Dealer Policy supplements any then-current Dealer agreement between you and King Technology. Until such status is otherwise revoked by King Technology, in King Technology’s sole and absolute discretion, Dealer shall be considered an “Authorized Dealer.” King Technology may review Dealer’s activities for compliance with this Dealer Policy, and Dealer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Dealer’s facilities and records related to the sale of the Products.

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

2. **Online Sales; Disclosure of Website.**

(a) Dealer 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 Dealer in Dealer’s legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace;
- (iii) has been disclosed through the King Technology, Inc. Website Disclosure Form found at kingauthorizedseller.com; and
- (iv) is operated in compliance with the King Technology, Inc. Online Sales Guidelines, attached as Exhibit A, as King Technology may amend from time to time.

(b) Dealer shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Target+, and Walmart Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of King Technology.

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

3. **Sales Practices.** Dealer 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. Dealer shall not make any warranties or representations concerning the Products except as expressly authorized by King Technology. Dealer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Dealer's business and/or (b) related to the marketing and sale of the Products (including, without limitation, shipping requirements by the Department of Transportation for regulated materials such as chlorine and bromine). Dealer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of King Technology or the Products. Dealer shall not advertise Products not carried in inventory.

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

5. **Intellectual Property.**

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

(b) Dealer's use of the King Technology IP shall be in accordance with any guidelines that may be provided by King Technology from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Point-of-purchase and other Product literature is available for use through the "POP Material" section of partners.kingtechnology.com. King Technology reserves the right to review and approve, in its sole discretion, Dealer's use or intended use of the King Technology IP at any time, without limitation. In marketing the Products, Dealer shall only use images of Products either supplied by or authorized by King Technology and shall ensure that all Product images, brand names, and descriptions are accurate and up to date.

(c) Dealer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any King Technology product name or

trademark, nor a misspelling or confusingly similar variation of any King Technology product name or trademark.

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

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

EXHIBIT A**KING TECHNOLOGY, INC. ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by King Technology or any third party.
2. Anonymous sales are prohibited. Dealer'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 King Technology's request, Dealer 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 Dealer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Dealer agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Dealer's sale of the Products to King Technology for review upon request. Dealer agrees to cooperate with King Technology in the investigation of any negative online review associated with Dealer's sale of the Products and to use reasonable efforts to resolve any such reviews. Dealer shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Dealer to disclose identifying information about its customers to King Technology.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Dealer 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 Dealer has entered into a drop-shipment arrangement with King Technology whereby King Technology ships Products on Dealer's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Dealer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Dealer's.
8. Some Products may contain a U.S. EPA regulated pesticide (such as chlorine or bromine) that must be labeled according to federal standards and are registered both by the U.S. EPA and any state in which they are distributed before offering them for sale. Please refer to the U.S. EPA Fact Sheet on Pesticide Sales in E-Commerce for your responsibilities for labeling the Products on Permissible Public Websites. The Fact Sheet is available at: <https://www.epa.gov/sites/default/files/2014-01/documents/ecomfact.pdf>.

EXHIBIT B**KING TECHNOLOGY, INC.
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by King Technology regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and applicable law (including proper storage for oxidizing materials). 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 without the prior written consent of King Technology and may be in violation of federal law.
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.
4. Do not advertise or resell as “new” 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 King Technology at 800-222-0169.
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection, installation, and proper use of the Products, as well as any applicable warranty, guarantee, or return policy. Complete the training available at partners.kingtechnology.com on an annual basis. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. Ensure that any third-party logistics provider engaged to store inventory of the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by King Technology. 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. King Technology reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to King Technology. Cooperate with King Technology in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
8. Cooperate with King Technology with respect to any Product tracking systems that may be implemented from time to time.

9. Cooperate with King Technology with respect to any Product recall or other consumer safety information dissemination efforts.
10. Implement commercially reasonable loss prevention and anti-diversion measures.
11. Report to King Technology any customer complaint or adverse claim regarding the Products and assist King Technology in investigating any such complaints or adverse claims.
12. Cooperate with King Technology 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.