

## Body Glide Authorised Retailer Agreement<sup>1</sup>

### [UK and EEA Member State(s)] (“Your Member State” or “Your Member States”)

This Agreement between Body Glide and the dealer (“You”, “Your”, “Your Company”, the “dealer”) is effective throughout the Authorised Retailer relationship and is aligned with (EC) 1223/2009 the “Cosmetic Regulation” and other applicable law of the UK and EEA including law and regulations on labelling, packaging, marketing, distributing, selling, delivery and official language required by law in individual Member States.

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<sup>1</sup> The most recent, current version of the Agreement is dated 27 April 2020.

# **Body Glide Authorised Retailer Agreement**

## **Section A – Body Glide Authorised Retailer policy ( “Selective Distribution Criteria”)**

### **1. Law, Best Practices, Relationship**

Body Glide relies on a Selective Distribution system of dealers that are Authorised Retailers. Throughout the Authorised Retailer relationship, the dealer agrees and must comply with all Selective Distribution Criteria in this agreement including applicable laws, rules and regulations (See § 9 below) comprising Body Glide requirements and policies related to the advertising, sale and marketing of Body Glide products (the “Product” or “Products”).

Included is that the dealer represents the Products as premium, best within the market and provide a level of sales support and customer support for Body Glide customers at a minimum that demonstrates Your knowledge of the Body Glide brand, the purpose of each Body Glide Product You retail, and what sets them apart from other products that may be intended for similar purposes (“Your Representation”).

When requested from time to time, and in a timely manner, the dealer agrees to provide information to Body Glide including pictures showing where and how the Products are merchandised, verification of where and how the dealer expended 5% of Product sales to promote sales of the Body Glide brand in the Member State(s) where the dealer actively sells the Products (see § 14), sales results, the current plan and sales strategy and an up-to-date business plan for the following 12 months. The information, Your Representation and face-to-face sales of Body Glide products are important considerations in continuing Your Authorised Retailer relationship.

### **2. Your True Branded Name, Qualifying Retail Locations, Maintaining Accurate Business Information**

You agree to only sell the Products using Your True Branded Name on the Agreement Execution Page and, if the name changes You must first receive written acknowledgment and approval from Body Glide to continue selling the Products.

Your sales of the Products face-to-face with end user consumers during regular business hours must be in Your True Branded Name, in Your (i) bricks-and-mortar store(s) and/or (ii) temporary physical storefront(s) such as at events, trade shows, pop up stores, etc.

You agree and must use only Your True Branded Name to display and sell, list, ship or deliver the Products, not any different or fictitious name, not any alias or name of any third party.

The Selective Distribution Criteria require compliance that can be monitored and You agree upon request to timely provide accurate, up-to-date information acceptable to Body Glide on Your physical shipping/receiving address where the Product is stored, all Your physical points of sale that offer to sell the Products, and notice of any change(s) must be received in writing or electronically from You by Body Glide and by the Authorised Wholesaler within fourteen (14) calendar days.

### **3. Required Labels and Packaging**

You agree to sell the Products only to end user consumers or other Body Glide Authorised Retailers and Authorised Wholesalers using only labelling and packaging of the Product that is compliant with all applicable laws and regulations including, but not limited to, the language requirements determined by the law in the UK and EEA Member State in which the end user consumers will take possession of the Products (See § 9 below). You agree and must not list, sell, ship, deliver, export or transfer the Products for purposes of resale to any entity outside Body Glide’s selective distribution system.

### **4. Sell-Thru & Auditing**

If requested, You agree to provide Body Glide with sell-thru information on the Products; allow Body Glide to audit Your Product handling, sales operations and transactions to ensure compliance with these requirements and policies, and must allow Body Glide to inspect Your physical store(s), Your Website(s), warehouse(s) or any other facility that You are using to sell, store or ship the Products to ensure compliance with these requirements and policies.

### **5. Online Sales, Maintaining Accurate Business Information**

If approved as an Authorised Retailer, and to continue to sell the Products online, You agree and must only list, display, sell,

ship and deliver the Products from Your e-commerce-enabled website(s). Whether or not Your True Branded Name is in the web IP address itself, You agree that all of Your Website(s) pages will and must be solely branded using Your True Branded Name and that You will not use any different or fictitious name, not any alias or name of any third party.

You agree and will not use any third party for online sales including, for the avoidance of doubt, any third-party marketplace website anywhere, such as Amazon, eBay, BOL, or any others.

You agree to certify to Body Glide that Your Website(s) and web pages comply with these Selective Distribution Criteria and that You will not sell the Product on any online point of sale that is not compliant with this Agreement, whether it is in Your True Branded Name or not.

You agree to timely disclose to Body Glide and must maintain accurate, up-to-date information on all Your Website(s) that offer to sell the Products, so that Your compliance with the Selective Distribution Criteria can be monitored, and notice of any change(s) from You must be received by Body Glide and the Authorised Wholesaler in writing or electronically within fourteen (14) calendar days (See §2 above).

## **6. E-commerce Requirements**

You agree if You sell any of the Products on Your Website(s) to also comply with and must satisfy the following requirements:

1. Your online listing of each Product and Product image ("Your Online Listing(s)") and the corresponding packaged Product sold and received by the end user consumer(s) must fully comply with the language determined by the law of the Member State where the Products are received by the end user; with all applicable EEA labelling, packaging and other laws and regulations in the Member State where the Product is delivered to the end user; and with these Selective Distribution Criteria.
2. You agree and must comply with any language requirements specified in law and regulations further addressed below in § 9.
3. The Product details including the size and the Product image showing in Your Online Listings (the "Exact Product") must correspond exactly to Your immediately available on-hand inventory offered and ready for purchase and shipment by You to the buyer(s).
4. You agree and will immediately remove any of Your Online Listing if the Exact Product is not in Your on-hand inventory for immediate purchase and shipment by You to the buyer(s), and Your removal includes all of the online Product details and corresponding images unless and until the Exact Product is again immediately available in Your on-hand inventory for purchase and shipment by You to the buyer(s).
5. Your Website(s) must provide Your name, mailing address and telephone number or email address in a manner that is conspicuous and easily accessible to consumers. Anonymous sales are strictly prohibited and can be unlawful.
6. You must ensure PCI (payment card industry) compliance for Your Website(s) including geographic shipment restrictions, where lawfully applicable.
7. Your Website(s) must have industry-standard e-commerce shipping restrictions, and security and fraud protection measures must be in place.
8. Your Website(s) must publish and maintain a publicly accessible privacy policy.

## **7. Remote Sales and Shipping Requirements**

If Your sales in any way require shipment of the Products (e.g., online or catalogue sales):

1. You must follow all Body Glide instructions regarding shipping and handling of the Products, including instructions printed on the Products and packaging.
2. To prevent melting and other product damage, You must ship all Products at a temperature below 30° Celsius.
3. Prior to shipping any Product, You must inspect the secondary Product packaging to ensure that there is no visible defect

or damage. You must not knowingly sell any Products if there is visible defect or damage, and You must immediately report such details about the Products to Body Glide and/or to the Authorised Wholesaler or Authorised Retailer from which the Product was purchased. You must handle such damaged Products as directed by Body Glide and/or by the Authorised Wholesaler or Authorised Retailer from which the Product was purchased.

4. Prior to shipping any Product, You must have a reasonable expectation that the Product has not expired or that it is not within a few months of the expiration date; otherwise You must immediately remove it from Your sales inventory and handle such inventory as directed by Body Glide.
5. You must ship the Products in packaging that helps minimize the risk of damage.
6. You agree not to use any third party as a fulfilment service and must not engage any third-party to sell or to fulfil any Product orders.

#### **8. Supply from within Body Glide’s selective distribution system only**

You may only purchase or otherwise acquire the Products from the Authorised Wholesalers, other Authorised Retailers in Body Glide’s selective distribution system, or from Body Glide.

You must not source the Products from outside Body Glide’s selective distribution system.

#### **9. EEA Cosmetics Regulation Requirements**

The Products are regulated as cosmetics in UK and EEA law, and Your Company as a distributor, and Body Glide, the manufacturer, are required and agree to comply with all applicable UK and EEA laws and regulations including (EC) 1223/2009 on cosmetic products (the “Cosmetic Regulation”).

1. The Cosmetic Regulation places obligations and responsibilities on You as a seller and on Body Glide as manufacturer whose tradenames and the products must be and are properly registered in the EEA.
2. Among the obligations and responsibilities are specific labelling, packaging, text and language requirements.<sup>2</sup>
3. Text required for each product label and package extend to and include the Product claims, features, benefits, descriptions, directions for use, precautions, accurate statement of ingredients, certain other information, and the law specifies that it must be printed in the language determined by the law of the Member State(s) in which the product is made available to the end user (the “Labelling Requirements”).
4. Body Glide and/or the Authorised Wholesaler provide You with Products that comply with the Labelling Requirements and You agree and certify that You will only sell Compliant Body Glide Inventory.
5. For the avoidance of doubt, the dealer is permitted to sell Body Glide Products into an EEA Member State and the UK **provided that:**

(1) Prior to Your sales, You agree and must show and certify to Body Glide that upon sale face-to-face to the end user consumers – and in Your presentation of any listings on Your Website(s) – for each Product to be sold and received in another EEA Member State and the UK, You will only present, display, sell and deliver each Product to end user consumers such that it complies with the obligations and responsibilities of all the Labelling Requirements and the other requirements in these Selective Distribution Criteria, and will continue to do so.

(2) Upon receipt by end user consumers the Product is fully compliant with all Labelling Requirements.

(3) Compliant Product(s) for another EEA Member State and the UK may be acquired from Body Glide, or from another Authorized Wholesaler or an Authorised Retailer within Body Glide Selective Distribution System who are free to set the price of the Product(s). (**See § 14** regarding Marketing Requirements)

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<sup>2</sup> Requirements include Article 19(5) of Regulation (EC) No. 1223/2009 that says: the “language of the information” required on product labels “shall be determined by the law of the Member States in which the product is made available to the end user.”

## 10. Sell Only in Original Packaging

The dealer agrees and must sell each Product labelled and enclosed in the original package such that the Product and original package are undisturbed to assure the quality of the contents and preserve and contain the directions and precautions of use, accuracy of ingredients, and information compliant with applicable UK and EEA law and regulations, including the labelling and packaging language determined by the law of the Member State where the Products are properly received by the end user consumer. (See § 9 above)

Accordingly, prior to sale You must not open the Products, remove them from the original packaging, and must not sell them in a different package or under a different name.

## 11. Packaging, Stickers, Bundling Requirements

You agree and must not sticker, alter, change or cover-over any Product label or part of any label, informational insert in the plastic clamshell or other secondary packaging (such as a product carton) including any artwork, designated SKU or UPC symbol, or otherwise harm the Product, Packaging or the Body Glide brand presentation; provided, however, You may add or attach the price if it does not in any way cover-over or interfere with any labelling or packaging text.

You agree and must not re-mark or bundle the Products together or with other goods without prior written permission received directly from Body Glide.

You agree and must not bundle or advertise the Products together with other goods if the presentation would violate Body Glide's intellectual property rights or Body Glide [Trademark and Brand Policy](#) (Section B below) or if the goods bundled with the Products includes words, packaging, graphics or other markings that may create customer confusion as to the source of the goods.

## 12. Customer Confusion

You must not in any way advertise, market, display or demonstrate the Products together with non-Body Glide goods that may create the impression that the non-Body Glide goods are made by, endorsed by or associated with Body Glide.

## 13. Body Glide Trademarks & Brand Policy

You agree and must not use any of Body Glide's trademarks or the Body Glide name to set up any businesses or register domain names or social media usernames. You must use only Body Glide-approved marketing materials for all Products and comply with the Body Glide [Trademark & Brand Policy](#) (Section B below).

## 14. Branding & Marketing Requirements

Body Glide maintains an image as a clean, health, wellness and athletic brand. Your store, Website(s) or other customer-facing platform where You sell the Products must be consistently reflective of this brand; e.g., it must be clean, well-organized and visually appealing. Your Company must also maintain a good reputation consistent with the Body Glide brand.

In order to ensure that Body Glide is properly marketed, You must spend at least 5% of the proceeds of Your sales on marketing the Products in Your Member State and timely submit accurate reports to Body Glide upon request.

With reference to **§ 9.5.1** above, if You actively sell and ship Product into another Member State or permitted jurisdiction (different than Your own) for a period of 12 months or more, You must spend at least 5% of the proceeds of Your sales from the Products in the other Member State(s) or jurisdiction on marketing the Products there and timely submit accurate reports to Body Glide upon request. Your marketing spending must begin by the end of the thirteenth (13<sup>th</sup>) month from the start of Your active sales into the other Member State(s) or permitted jurisdiction. For the avoidance of doubt, this obligation does not apply to passive sales and does not restrict Your ability to respond to unsolicited customer requests from outside Your Member State **provided that in all instances upon receipt by end user consumers the Product is fully compliant with label, packaging and the language designated by law in the other EEA Member State or in the UK.**<sup>3</sup>

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<sup>3</sup> Any reference to "active" and "passive sales" in this Agreement shall be interpreted in accordance with the European Commission's *Guidelines on Vertical Agreements* (2010/C 130/01) Paragraphs 51-53.

## 15. Product Quality Controls and Storage Requirements

Consumers expect high quality from the Products, particularly because they apply the Products to their skin, and accordingly, the dealer must comply with the following quality controls to ensure that consumers receive the highest-quality Products possible:

1. You must store all Products according to the instructions on the product packaging and any other instructions provided by Body Glide.
2. To prevent melting and other product damage, You must store all Products at temperatures above 4° and below 30° Celsius.
3. You must not cover-over, alter or otherwise tamper with any expiration date, lot code, information or the original label affixed to any Product.
4. You must not sell any Product that appears to have a noticeable defect. Instead, You must remove that Product from Your inventory and immediately contact Body Glide (or Authorised Wholesaler or Authorised Retailer from which the Product was purchased) and provide the Product's name, expiration date, lot code and description of the defect.
5. You must immediately report any customer complaints You receive or any safety or quality control issues You become aware of regarding Products to the Authorised Wholesaler or Authorised Retailer from which the Product was purchased, or to Body Glide.

## 16. Customer Service Requirements

The dealer must abide by the following requirements to ensure that Body Glide customers receive good customer service:

1. You must be familiar with the proper use and benefits of all Products and be able to answer consumer questions about the Products.
2. You must cooperate with Body Glide in the event of any recall or other consumer information dissemination effort.
3. You must cooperate with Body Glide in any investigation by Body Glide of a quality issue regarding the Products reported by a customer.

## 17. Territorial Restriction

In accordance with this Agreement, You agree and must only sell or ship the Products within EEA Member States and/or the UK, and not to any other jurisdiction without prior written consent from Body Glide ("restriction").

For the avoidance of doubt, this restriction does not apply to selling or shipping the Products into the Swiss Confederation **provided that the Product is compliant with all the local, federal and international laws and regulations applicable in the Swiss Confederation** including, but not limited to, the language requirements in which the Products are to be received by the end user consumers.

## 18. Designated Contact Person

You must designate an employee or other agent to be responsible for Your compliance with this Authorised Retailer Agreement and Selective Distribution Criteria and provide the name and business contact of that employee or agent to Body Glide and to the Authorised Wholesaler, and any change within fourteen (14) business days.

## 19. Enforcement

1. If Body Glide determines in its sole discretion that the dealer violated these Selective Distribution Criteria, Body Glide:
  - (i) may require corrective action by the dealer;
  - (ii) may limit dealer access to the Products and programs pending receipt in writing of a letter from the dealer that acknowledges the violation and proposes a solution acceptable to Body Glide; or
  - (iii) may revoke the dealer's Authorised Retailer status and remove the dealer from the selective distribution system.

2. If Your status as an Authorised Retailer is revoked and You are removed from the selective distribution system, You agree to immediately stop using any Body Glide intellectual property, stop purchasing any of the Products for purposes of resale and stop selling any of the Products.

## 20. Purchase of Products by You

All purchases of the Products by You are subject to Body Glide's standard UK / EEA **Conditions of Sale** ("**Conditions of Sales**") which shall apply to the exclusion of any other terms put forward by You. A copy of the Conditions of Sale is furnished at the Body Glide website dealer page and available from [2Puredealers@bodyglide.com](mailto:2Puredealers@bodyglide.com).

**21. Choice of Law and Jurisdiction.** This Agreement is subject to English Law and the exclusive jurisdiction of the English Courts. The English language version is authentic and any other translations are only provided for convenience. This is the entire agreement between You and Body Glide.

## Section B – Body Glide Trademark & Brand Policy

Body Glide created this Trademark and Brand Policy ("Brand Policy") as part of the Retailer Requirements, to help You use Body Glide Brand Assets consistently and correctly.

Your Company is required to follow these guidelines to help support our brand in the market. Please contact us with any questions.

**Body Glide** is both a trademark and a brand.

**Body Glide Brand Assets** identify the source or origin of Body Glide products and they include: Body Glide website(s) and pages; Body Glide trademarks and registered trademarks protected in EU Member States and numerous countries outside the EU, including "Body Glide", "Foot Glide", "Skin Glide", and "Glide" (among others listed below); Body Glide logo and other logos, symbols, icons, graphics, phrases, taglines, trade dress and Body Glide products; and other images.

This Brand Policy is for You and any party if authorised by Body Glide to resell Body Glide products, and while this policy generally outlines usage of the marks in certain ways, Body Glide retains the right to revoke such permission at its sole discretion. Any unauthorised use of a Body Glide proprietary mark may result in legal action.

### 1. Use of Body Glide Brand Assets

Body Glide Marks (e.g., Body Glide, Foot Glide, Skin Glide, Glide, etc.) are trademarks – not names of products, and not to be used as product names.

The Body Glide website pages in whole or in part, without explicit written permission from Body Glide's Brand Asset Administrator, are never to be copied, reproduced, altered, imitated or used electronically (such as within any other website, email, application, etc.) or in print.

Here are some common uses and misuses of Body Glide Brand Assets, trademarks and logos.

**DO:** Use artwork files with the appropriate ® or ™ symbol – and only if the files are received directly from Body Glide:

1. Use the symbol in connection with the first and most prominent usage. It is not necessary to continue using the symbol after every use within a single publication. On short promotional materials, the symbol should appear at least once. On longer materials, repeat the symbol in each section. On websites, the symbol should be used with the first and most prominent use on each page within the website.
2. If the mark to be used is Body Glide, accompany the mark with a credit – "Body Glide® is a trademark of and used with permission of Body Glide LLC." either as a footnote appearing next to Your Company's own copyright notice, or at the end of a printed document, or at the bottom of a webpage.
3. Use the Body Glide mark when referring to the product(s) made by Body Glide (e.g., Body Glide Body Balm, Body Glide For Her Balm).

4. Always capitalize and spell Body and Glide as two (2) words.

**DO NOT:**

1. Use the mark as a verb or shorten the mark to one word (e.g., "we bodyglide before we run", or "glide it on before you swim") and do not incorporate the mark into another word (e.g., hikeglide, travelglide).
2. Use any mark or any word that is confusingly similar as part of a company's name, logo, domain name or brand name for any product or service.
3. Use any mark on products, labels and packaging (other than as already appears on Body Glide products).
4. Body Glide does not review, certify or endorse products or services, and the marks must not be used
5. To indicate any kind of endorsement by Body Glide of any product or service; nor
6. To indicate that an official status for any product or service has been conferred by, or is otherwise associated with Body Glide.
7. Use the mark(s) in email signatures (except with other marks of brands sold by the reseller).
8. Use the mark(s) in connection with any disparaging statements about Body Glide or its products, services or statements that otherwise reflects poorly on Body Glide.

**2. General Brand Usage Guidelines**

1. Without prior written approval received from the Body Glide Brand Administrator, do not use any Body Glide Mark in a way that implies partnership, sponsorship, affiliation or Body Glide endorsement.
2. Do not use of descriptions, trademarks, company names, product or feature names, domain names, or social media handles that are confusingly similar to the Body Glide Marks.
3. Do not use or display the Body Glide word marks (such as "Body Glide®", "Foot "Glide®", "Skin Glide®", etc.) more prominently than Your Company, product or service name.
4. Do not alter the Body Glide Marks. "Body Glide" and our other marks are proper names and trademarks. Do capitalize them accordingly. Do not use them as nouns, and do not use them in the plural or possessive form.
5. Do not *alter* and do not *imitate* Body Glide trademarks, trade names, logos, trade dress, colour scheme, website, products, packaging, icons, marketing materials or photographs, as all uses of the Body Glide Brand Assets must be truthful and accurate, and not likely to cause confusion as to source, affiliation or association.
6. Do not use the Body Glide Marks in a damaging or derogatory way.
7. For any documentation or communication, use the appropriate trademark symbol ® or ™ with the Body Glide Marks. Refer to the Body Glide Trademark List for the correct trademark symbol and spelling of the trademark.

**3. Promotions**

If You use or give away Body Glide products as part of any promotion, You must follow the Body Glide Trademark & Brand Policy. You must make factual, truthful statements about the brand and product(s) that You are using in Your promotion (e.g., "We are giving away a Body Glide® product"). Please also include the following statement conspicuously in Your promotional material:

**"Body Glide and their respective logos are registered trademarks and trademarks of Body Glide, LLC. Body Glide is not a participant in or sponsor of this promotion."**

If You want to show a picture of the product that You are using in Your promotion, do use Body Glide images with labels compliant with the language required in the Member State where the Product is intended to be sold and received by the end user consumer; otherwise, do not copy, modify or use Body Glide product or other images from any other source.

See below for a non-exhaustive list of Body Glide Marks. For information on how to use them, please refer back to this [Body Glide Trademark & Brand Policy](#) or contact Body Glide. [info@bodyglide.com](mailto:info@bodyglide.com) t. +1 425.467.6580

### **Body Glide Marks**

Body Glide®	Body Glide™
Foot Glide®	Foot Glide™
Skin Glide®	Skin Glide™
Glide®	Glide™
Cycle Glide®	Cycle Glide™
Endurance Insurance®	Endurance Insurance™
Prevention Is Better Than a Cure®	Prevention Is Better Than a Cure™
You Got This®	You Got This™
Stops Trouble Before It Starts®	Stops Trouble Before It Starts™
Blister Resister®	Blister Resister™
Glides On Easy®	Glides On Easy™
The Original Anti Blister Stick®	The Original Anti Blister Stick™
Used Around The World By By People Just Like You®	Used Around The World By People Just Like You™