



To honor its Sellers and consumers with excellence, ORGANIC INDIA USA, LLC ("Company" or "ORGANIC INDIA") has established the following Authorized Third-Party Seller Policy between you ("Seller" or "you") and Company (The "Agreement"). By purchasing Company's Products (as defined below) from Company for retail or e-commerce sale to Consumers (as defined below), you agree to adhere to the following terms and conditions. Until such status is otherwise revoked by Company in its sole and absolute discretion, Seller shall be considered an "Authorized Third-Party Seller." Company may audit Seller's activities for compliance with all parts of the Agreement and Seller agrees to cooperate with any such audit, including, but not limited to permitting Company to inspect Seller's facilities and records related to the sale of Company's Products.

ORGANIC INDIA Will Provide the Following Benefits Equally to All Authorized Sellers:

1. Use of ORGANIC INDIA's Product photos, copy and graphics
2. Use of the ORGANIC INDIA Authorized Third-Party Seller Badge Icon
3. Access to ORGANIC INDIA's Product specifications
4. A current Product availability report upon request
5. Inclusions on ORGANIC INDIA's "Approved Seller" web page
6. Notices of any future recalls sent immediately
7. ORGANIC INDIA's Product Warranty (as provided below)

ORGANIC INDIA Maintains the Following Seller Requirements:

1. **Sell Products Directly and Solely to Consumers**
Seller may only sell Products directly to Consumers. Seller is prohibited from selling to other Sellers, whether authorized or unauthorized.
2. **Address and License**
The Seller operates a business that has: (a) an actual physical location and address; (b) an actual telephone listing; (c) appropriate business licenses; and (d) a respectable credit history.
3. **Provide Current Business Information and Disclose All Locations that Sell Company's Products**
Using the online application form, the Seller must provide accurate and up-to-date company and contact information including all identities, retail locations and e-commerce websites that are selling Company's Products at the time that this Agreement is made, and upon future requests.
4. **Product Sourcing and Alterations**
Seller shall not sell or transfer to any person or entity for resale any Product bearing a trademark, copyright, patent, or name associated with Company, which Seller purchased or obtained from a source other than directly from Company. Seller shall not obscure or alter in any fashion the serial number, UPC or any Product or its packaging. This includes Product bundling.
5. **Acknowledge Minimum Advertised Price (MAP) Policy**
Seller has reviewed and acknowledges the [ORGANIC INDIA Minimum Advertised Price \(MAP\) Policy](#). Seller further acknowledges Company's right to cut Product fulfillment off from any Seller who advertises Company's Products below the MAP.
6. **Obtain Approval to Sell on Third-Party Marketplace Websites**
The Seller must receive prior written approval from Company to sell any ORGANIC INDIA Products on third-party marketplace websites including but not limited to Amazon.com, Ebay.com and Walmart.com. The application must list all identities used in the selling of ORGANIC INDIA Products. To request approval to sell on third-party marketplace websites, the Seller must complete ORGANIC INDIA's [Third-Party Marketplace Seller Approval Form](#). ORGANIC INDIA in its unilateral discretion reserves the right to approve or deny any requests received.
7. **Sell ORGANIC INDIA USA Products in the US Market Only**
ORGANIC INDIA distributes Products for sale in the United States and Canada only (the "Territory"). Sales of these Products outside of Territory are strictly prohibited. Products manufactured by ORGANIC INDIA or any of its affiliates for sale in countries outside of the Territory are strictly prohibited from any sales within the Territory.
8. **Acknowledge Warranty and Quality Control**
Company provides a warranty for all Products purchased by Consumer which are manufactured for sale in the United States. This warranty applies only to Products which are maintained in their original manufacturer-issued packaging and purchased only in an authorized sales channel. All Warranties for Products purchased through unauthorized Sellers or through an unauthorized sales channel shall be null and void.
9. **Honor Consumer Product Refunds**
Any Product refunds to Consumers must be routed to the Seller through which the Product was purchased. Seller agrees to maintain the Company warranty, guaranteeing the Product 100%. Products refunded due to manufacturer defects may qualify for reimbursement to

the Seller by Company. Products refunded due to fulfillment issues by the Seller or Seller's Carrier do not qualify for reimbursement to the Seller by Company.

10. Use and Protection of Company Intellectual Property

Seller may only use Company IP as permitted by Company in writing, subject to its compliance with all terms and conditions set forth in this Agreement and shall not challenge the rights claimed by Company in the Company IP or assist any others in doing so. Seller may not use their own images for any purposes whether online or in print. Subject to the terms and conditions of this Agreement, during the term of this Agreement, Company hereby grants to Seller a revocable, non-transferable, non-exclusive, limited license to use the Company IP which is specified by Company in writing, solely in connection with the sale and marketing of the Products in the Territory. Such license shall immediately terminate upon the expiration or termination of this Agreement. Seller shall not acquire any right, title or interest under this Agreement in the Company IP or other intellectual property right of any kind of Company. No implied license, patent, copyright or other intellectual property right of Company is granted under this Agreement or otherwise. During the term of this Agreement and thereafter, Seller shall not do anything that will in any manner infringe, dilute or lessen the value of the Company IP or the goodwill associated therewith or that will tend to prejudice the reputation of the Company or the sale of any Company Products.

11. Drop Shipping

The Seller must not drop ship Products to the Consumer. It is the expressed responsibility of Seller to procure, maintain and fulfill inventory directly.

12. Company SEO Language and Bidding

The Seller agrees not to bid against Company on the list of [ORGANIC INDIA Paid Search Terms](#). The seller acknowledges that they are responsible for checking this list on an ongoing basis, as this list may change over time. Any bidding against Company for the use of these terms in SEO is grounds for immediate termination of this Agreement.

13. Modification of Company Policies and Approvals

At any time and without prior notice, Company may modify any of the Company Policies and rescind any of the approvals provided by Company, with each such modification or rescission becoming effective immediately or as designated by Company.

14. Termination of Agreement

Either Seller or Company may terminate this agreement with 30 days written notice. Upon termination Seller shall (a) notify Company of then-current remaining inventory by SKU and quantity, (b) cease use of Company IP, except as necessary to sell through Seller's then-current inventory of the Products (c) cease use of the ORGANIC INDIA Authorized Third-Party Seller Badge and all other benefits provided to Seller by Company outlined in this Agreement.

15. Product Buy Back

Company will not assume responsibility for Product buy back at any time for any reason during or after termination of this Agreement.

16. Confidentiality

Confidential Information. The Seller acknowledges and agrees that during the term of this Agreement, it may receive confidential information from the Company. "Confidential Information" shall mean (i) information relating to the Company, and its affiliates, Products or business including, but not limited to, the business plans, customers, suppliers, Products, Product samples, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, Product white paper, and know-how or other intellectual property, that may be at any time furnished, communicated or delivered by Company to Seller, whether in oral, tangible, electronic or other form and (ii) all other non-public information provided by Company to the Seller, but not limited, to financial, technical and business information, and all non-promotional materials furnished by the Company to Seller.

Exceptions. The Seller shall not have any obligations to preserve the confidential nature of any Confidential Information that (a) it can demonstrate by competent evidence was rightfully in the Seller's possession before receipt from the Company; (b) is or becomes a matter of public knowledge through no fault of the Seller; (c) is rightfully received by the Seller from a third party without a duty of confidentiality; (d) is independently developed by the Seller without use of the Confidential Information; or (e) is disclosed by the Seller with the Company's prior written approval. In the event the Seller is requested in any legal action or proceeding to disclose any Confidential Information, the Seller shall, unless prohibited by applicable law, give the Company prompt notice of such request, and shall reasonably assist the Company in its efforts to obtain an appropriate protective order.

Use of Confidential Information; Standard of Care. The Seller shall maintain the Confidential Information in confidence and disclose the Confidential Information only to its employees who have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by this Agreement and who are under binding confidentiality obligations no less restrictive as this Agreement. The Seller shall remain responsible for breaches of this Agreement arising from the acts of its employees. The Seller shall protect Confidential Information by using the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information. The Seller agrees not to use the Company's Confidential Information for its own purpose or for the benefit

of any third party, without the prior written approval of the Company. In the event Seller becomes aware of any improper use or disclosure of Confidential Information, it shall immediately notify the Company and shall take all available measures to prevent any further misuse or improper disclosure of the Confidential Information. The Seller shall promptly return or certify destruction of all copies of Confidential Information upon request by the Company at any time or upon the expiration or earlier termination of this Agreement.

Equitable Relief. The Seller hereby agrees and acknowledges that any breach or threatened breach of this Agreement regarding the treatment of the Confidential Information will result in irreparable harm to the Company for which there may be no adequate remedy at law. In addition to other remedies provided by law or at equity, in such event the Company shall be entitled to injunction relief, without the necessity of posting a bond and without having to establish any actual damages, to prevent any breach or further breach of this Agreement by the Seller.

17. Limitation of Liability

IN NO EVENT SHALL COMPANY BE LIABLE TO SELLER UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

18. Miscellaneous Items

Assignment of this Agreement by Seller without the prior written consent of Company is void. The relationship between the Parties is that of independent contractors, and Seller shall have no authority to bind Company. The Company documents shall be governed by and interpreted under Colorado law without regard to the state's conflicts of law provisions, and all disputes shall be litigated as a bench trial in federal court in Denver, Colorado or state court in Boulder, Colorado.

19. Definitions

For purposes of this Agreement: (a) "Consumer" refers to any purchaser of Products who is the ultimate end user of the Products and who does not intend to resell the Products to any third party. (b) "Manufacturer defects" refer to any defects to Products contained within packaging that occur prior to Company US order fulfillment. This includes breakage of tea bags, capsules, inner safety seals and hard debris or foreign objects found within product contents. (c) "Fulfillment issues" refer to any alteration to the original product that results in a lesser value to the Consumer. This includes damage to product in shipping process, placement in different packaging or incorrect product order fulfillment. (d) "Company IP" or "Intellectual Property" refers to any or all patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information to which Company claims rights. (e) "Product buy back" refers to the reimbursement product shipped back to Company due to absence of sales. (f) "Drop Shipping" refers to third party fulfillment of ordered Products by way of shipping directly to Consumer from the source of product procurement. (g) "Product" refers to any product Company distributes for sale in the Territory.



Authorized Dealer Representative Signature



Authorized Company Signature

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