



Dear Reseller,

At East West Tea Company, LLC (“Yogi Tea”), we are committed to bringing you — the retailer partners of Yogi® products (the “Products”) – premium quality products that your customers love. To protect the Yogi brand and our customers, we implemented the **Yogi Tea Authorized Reseller Policy** (the “Authorized Reseller Policy”), which is meant to stop the diversion of Products to unauthorized sellers. The Authorized Reseller Policy has been updated effective December 6, 2019 and is attached for your review.

Key Features of the Authorized Reseller Policy:

- **Where and to Whom You May Sell Products:** The Authorized Reseller Policy requires that you sell the Products only to End Users and not to anyone or entity who intends to re-sell the products. In addition, you may not market or sell Products outside of the United States without prior written consent from Yogi Tea.
- **Internet Sales:** You are **not permitted** to market for sale or sell any of the Products online without the prior written consent of Yogi Tea, which is granted solely through execution by Yogi Tea of the **Yogi Tea Authorized Online Seller Agreement**. This prohibition on online sales without the prior written consent of Yogi Tea covers any publicly accessible website, including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace. This provision will continue to be strictly enforced.
- **Ensuring Product Care and Customer Service:** To ensure that consumers who purchase our products have the best experience possible, we have outlined certain steps you must take to maintain the quality of the Products until they reach consumers. We have also outlined our expectations for the service provided to your customers.

Finally, we have implemented a unilateral **Yogi Tea United States Minimum Suggested Advertised/Retail Price Schedule** (“Schedule”), which applies to all resellers of the Products in the United States and is effective December 6, 2019. A copy of the Schedule is also attached for your review.

Thank you for your careful attention to the attached documents and for your continued support of the Yogi Tea brand.

Please direct any questions to our Policy Administrator at policyadmin@yogiproductions.com.

Sincerely,

East West Tea Company





YOGI TEA AUTHORIZED RESELLER POLICY

This Yogi Tea Authorized Reseller Policy (“Reseller Policy”) is issued by East West Tea Company, LLC (“Yogi Tea”) and applies to Authorized Resellers of Yogi Tea products (“Products”) in the United States of America. By purchasing Products from an Authorized Yogi Tea Distributor for retail sale, you (“Reseller,” “you,” or “your”) agree to adhere to the following Reseller Policy. Please read this Reseller Policy carefully. Until such status is otherwise revoked by Yogi Tea in Yogi Tea’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” hereunder. This Reseller Policy is effective as of December 6, 2019.

1. **Manner of Sale.** Reseller shall sell the Products only as set forth herein. Otherwise, the Products may not be eligible for certain services and benefits, including, wherever permitted by law, coverage under Yogi Tea’s Product warranties or guarantees.

(a) **Authorized Customers.** Reseller shall sell Products solely to End Users of the Products. An “End User” is any purchaser of the Product(s) who is the ultimate consumer of the Product and who does not intend to resell the Product to a third party. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use. Reseller shall not sell or transfer any of the Products to any person or entity for resale without the prior written consent of Yogi Tea. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other resellers, or any other person or entity Reseller knows or has reason to know intends to resell the Products.

(b) **Geographic Location of Sales.** Reseller shall not sell, ship, or invoice Products to customers outside of the United States of America without the prior written consent of Yogi Tea.

(c) **Online Sales.** Reseller shall not market or offer for sale the Products on or through any publicly accessible website, including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, without the prior written consent of Yogi Tea, which is granted solely through execution by Yogi Tea of the Yogi Tea Authorized Online Seller Agreement. Execution by Yogi Tea of the Yogi Tea Authorized Online Seller Agreement constitutes the only means of providing consent to sell the Products online on publicly accessible websites. No Yogi Tea employee or agent can authorize online sales through oral statements, other written agreement, or by any other means. The terms of this Reseller Policy supersede any prior agreement between Yogi Tea and Reseller regarding the sale of the Products online. Any authorization previously granted to Reseller by Yogi Tea to sell the Products online is hereby revoked.

(d) **Sales Practices and Inventory.** Reseller shall conduct its business in a reasonable and ethical manner at all times, whether engaged in the sale of Yogi Tea Products or other products, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time, nor make any warranties or representations concerning the Products except as expressed or authorized by Yogi Tea. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Reseller may only use marketing and sales materials that have been approved by Yogi Tea. Further, Reseller shall carry an inventory of the Products adequate to meet the needs of, and to furnish prompt and efficient delivery of Products to, its customers.

(e) **Product Packaging and Display.** Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Reseller shall not remove, translate, or modify the contents of any label or literature on or

accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-Yogi Tea products together with the Products in a manner that would create the impression that the non-Yogi Tea products are made by, endorsed by, or associated with Yogi Tea.

(f) **Customer Service.** Reseller and Reseller's sales personnel shall make an attempt to be familiar with the special features of all Products marketed for sale and to obtain sufficient Product knowledge to advise End Users on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Reseller shall be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Reseller and Reseller's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Yogi Tea. Reseller agrees to cooperate fully with Yogi Tea in any investigation or evaluation of such matters. If any complaint is made by a consumer who purchased the Products from Reseller, Reseller must promptly report the complaint to Yogi Tea at Yogitea.customerservice@yogiproductions.com.

2. **Product Care and Quality Controls.** Reseller shall care for the Products as set forth herein.

(a) **Product Storage and Handling.** Reseller shall exercise due care in storing and handling the Products, including the following storage and handling requirements:

(i) Reseller shall store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and store the Products in accordance with any additional storage guidelines specified by Yogi Tea from time to time.

(ii) Reseller shall store the Products in ambient storage (45-85 degrees Fahrenheit) and avoid any freezing of the Products.

(iii) Reseller shall store the Products in a warehouse that is suitable for storage of dietary supplements.

(b) **Product Inspection.** Promptly upon receipt of the Products, Reseller shall inspect the Products for damage, defect, broken seals, or other nonconformance (collectively, "Defects"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Yogi Tea at Cs_inbox@yogiproductions.com. Reseller shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Reseller shall not sell any Products that are expired.

(c) **Recall and Consumer Safety.** To ensure the safety and well-being of the End Users of the Products, Reseller shall cooperate with Yogi Tea with respect to any Product recall or other consumer safety information dissemination efforts. Should Reseller learn of any incident that could reflect or indicate a safety concern associated with any Product, Reseller shall promptly report the incident or other information learned to Yogi Tea at Yogitea.customerservice@yogiproductions.com.

3. **Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY SECTION OF THE DOCUMENTS ACCOMPANYING THE PRODUCTS OR IN PRODUCT LITERATURE FURNISHED BY YOGI TEA CONTAINING PRODUCT WARRANTIES, AS IN EFFECT FROM TIME TO TIME (THE "STATEMENT OF WARRANTY"), YOGI TEA MAKES NO REPRESENTATION OR WARRANTY TO RESELLER OF ANY NATURE OR KIND REGARDING THE PRODUCTS. YOGI TEA DISCLAIMS ALL OTHER WARRANTIES TO RESELLER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. YOGI TEA'S SOLE

OBLIGATION AND LIABILITY TO RESELLER IN RESPECT OF ITS WARRANTY AS SET FORTH IN THE STATEMENT OF WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT PRODUCT AT ITS COST. YOGI TEA SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

4. **Intellectual Property.** Reseller acknowledges and agrees that as between it and Yogi Tea, Yogi Tea is the exclusive owner (or authorized licensee) of the YOGI and YOGI tea brand, name, any and all logos, or any and all flavor names, tag lines, designs, trademarks, service marks, trade dress, copyrights, and other intellectual property related to or associated with the Products (the “Yogi Tea IP”). Reseller will not at any time do or cause to be done any act or thing in any way impairing or tending to impair Yogi Tea’s right, title, or interest in the Yogi Tea IP or the goodwill associated therewith, and will not challenge the validity of the Yogi Tea IP. Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Yogi Tea IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease immediately upon termination of Reseller’s status as an Authorized Reseller. Yogi Tea reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Yogi Tea IP at any time, without limitation. All goodwill arising from Reseller’s use of the Yogi Tea IP shall inure solely to the benefit of Yogi Tea or its licensors as the case may be.

5. **Termination.** In addition to all other available remedies, if Reseller violates this Reseller Policy, Yogi Tea reserves the right to terminate Reseller’s status as an Authorized Reseller through written or electronic notice to Reseller. Upon termination of Reseller’s status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Yogi Tea Products or has any affiliation whatsoever with Yogi Tea; and (iii) using all Yogi Tea IP.

6. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach of Sections 1 (Manner of Sale), 2 (Product Care and Quality Controls), 4 (Intellectual Property), or 5 (Termination) of this Reseller Policy, it is agreed and understood that Yogi Tea will have no adequate remedy in money or other damages at law. Accordingly, Yogi Tea shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Reseller Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Reseller Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Yogi Tea to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller’s obligations herein shall constitute a waiver of any provision herein or otherwise limit Yogi Tea’s right to fully enforce any or all provisions and parts thereof.

7. **Audit.** Yogi Tea reserves the right to monitor Reseller’s activities for compliance with this Reseller Policy, including inspecting how and where Reseller stores the Products.

8. **Miscellaneous.** Yogi Tea reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Reseller’s continued use, advertising, offering for sale, or sale of the Products, use of the Yogi Tea IP, or use of any other information or materials provided by Yogi Tea to Reseller will be deemed Reseller’s acceptance of the amendments. If any provision of this Reseller Policy is held contrary to law, the remaining provisions shall remain valid. This Reseller Policy and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon, without regard to its choice of law rules. In the event of a dispute over the terms or performance under this Reseller Policy, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Multnomah County, Oregon.

9. **Minimum Suggested Advertised/Retail Price Schedule.** Yogi Tea has issued a unilateral Yogi Tea United States Minimum Suggested Advertised/Retail Price Schedule (the “Schedule”) that applies to all Yogi Tea Products in the United States of America. This Section is intended to inform you of the

Schedule. It does not constitute consideration for any agreement between you and Yogi Tea, and does not separately constitute an agreement between you and Yogi Tea regarding the price you will charge your customers for the Products. Yogi Tea does not seek, nor will it accept, from Reseller any assurance of compliance with the Schedule.

10. **Questions.** Any questions about this Policy should be submitted in writing to Yogi Tea's Policy Administrator at PolicyAdmin@yogiproducts.com.



YOGI TEA
UNITED STATES MINIMUM SUGGESTED ADVERTISED/RETAIL
PRICE SCHEDULE
Effective December 6, 2019

East West Tea Company, LLC (“Yogi Tea”), maker of Yogi Tea-brand products (“Yogi Tea Products”), has decided, in order to better position Yogi Tea’s trade reputation, brand, and premium image within the target consumer population, to adopt a Yogi Tea United States Minimum Suggested Advertised/Retail Price Schedule (the “Schedule”), which applies to Yogi Tea Products in the United States of America.

The Schedule will be made available to all resellers and may be amended by Yogi Tea in its sole discretion at any time.

Yogi Tea is solely responsible for establishing the minimum suggested retail price (“MSRP”), minimum suggested advertised price (“MSAP”), and minimum suggested promotional advertised price (“MSPAP”) for each of its products and communicating the MSRP, MSAP, and MSPAP to all resellers. Resellers remain free to advertise and sell all Yogi Tea Products at any price they deem appropriate.

The MSPAP is the minimum suggested promotional price below MSAP at which Yogi Tea suggests Yogi Tea Products are advertised for up to a maximum of sixteen (16) weeks a year, with no single product being advertised below MSAP for more than four (4) consecutive weeks.

For purposes of this Schedule, the terms “advertise” and “advertisement” include all Internet-based and online promotional or pricing information, including, but not limited to, websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials displayed online.

This Schedule does not constitute an agreement between Yogi Tea and any other entity. Yogi Tea neither solicits nor will it accept any assurance of compliance with this Schedule from any reseller or other party. Each reseller must independently choose its own advertised and sales prices and this Schedule does not affect the prices that a reseller may charge for Yogi Tea Products.

SCHEDULE ADMINISTRATION

Yogi Tea may update, revise, suspend, terminate, reinstitute, or modify this Schedule at any time in its sole discretion. Yogi Tea shall make any such modifications available to all authorized resellers.

No Yogi Tea employee or agent, including a reseller's sales representative, is authorized to modify or interpret this Schedule; solicit or obtain the agreement of any person to this Schedule; or otherwise discuss any aspect of this Schedule with any reseller. Any questions about this Schedule should be submitted in writing and directed to Yogi Tea's Policy Administrator at policyadmin@yogiproductions.com. Yogi Tea will accept no other form of communication from resellers regarding the Schedule.

This Schedule is effective December 6, 2019 and supersedes all prior Yogi Tea policies and/or representations regarding minimum advertised prices or resale prices for Yogi Tea Products applicable to any reseller. To the extent that any provision, term, or agreement governing the relationship between Yogi Tea and any reseller may be construed in a manner that is inconsistent with the terms of this Schedule, the terms of this Schedule control.

Yogi Tea Product Schedule

Yogi Tea Product	MSRP	MSAP	MSPAP
Yogi Tea, 16ct Carton	\$4.99	\$3.84	\$2.98
Yogi Tea, 32ct Carton	\$6.99	\$5.98	\$4.98