



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

This King Technology, Inc. Authorized Distributor Policy for the United States (“Distributor Policy”) is issued by King Technology, Inc. (“King Technology”) and applies to Authorized Distributors 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 for distribution to Authorized Dealers (as defined below), you (“Distributor”) agree to adhere to the following terms. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and King Technology. Until such status is otherwise revoked by King Technology in King Technology’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” King Technology may review Distributor’s activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Distributor is authorized to sell Products purchased from King Technology only to Authorized Dealers (as defined herein) in the United States.

(a) An “Authorized Dealer” is an individual or business entity that:

- (i) purchases Products from you and resells the Products as part of a commercial enterprise;
- (ii) has received and abides by the King Technology, Inc. Authorized Dealer Policy for the United States (“Dealer Policy”); and
- (iii) has not had its Authorized Dealer status revoked by King Technology or been identified by King Technology as ineligible to become an Authorized Dealer.

(b) If any customer or prospective customer of Distributor is not yet an Authorized Dealer, Distributor shall immediately provide the Dealer Policy to such customer or prospective customer. If such customer or prospective customer accepts the terms in the Dealer Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Dealer unless and until King Technology revokes such status. Authorized Dealers are determined by King Technology in its sole discretion.

(c) Notwithstanding anything to the contrary in this Distributor Policy, Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to, Amazon, Groupon, Target, or Walmart.

(d) Distributor shall not sell Products to End Users without King Technology’s prior and separate written consent. 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.

(e) Distributor shall cease or suspend sales to any customer promptly upon the request of King Technology.

(f) Distributor shall not sell, ship, or promote the Products outside of the United States of America or to anyone Distributor knows or has reason to know intends to sell, ship, or promote the Products outside of the United States of America without King Technology's prior written consent.

(g) Distributor shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Dealer customers as requested by King Technology from time to time.

2. **Online Sales.** Distributor shall not offer for sale or sell the Products on or through any Publicly Accessible Website without the prior written consent of King Technology.

(a) A "Publicly Accessible Website" is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party online marketplace websites (including, but not limited to, Amazon, eBay, Target+, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without King Technology's prior written consent.**

(c) A website operated by Distributor to facilitate orders from Authorized Dealers that requires the Authorized Dealer to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between King Technology and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by King Technology to sell the Products on or through a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** Distributor 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. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by King Technology. Distributor shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Distributor'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). Distributor 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. Distributor shall not advertise Products not carried in inventory.

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

5. **Intellectual Property.**

(a) Distributor 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”). Distributor 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 Distributor’s status as an Authorized Distributor. All goodwill arising from Distributor’s use of the King Technology IP shall inure solely to the benefit of King Technology.

(b) Distributor’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, Distributor’s use or intended use of the King Technology IP at any time, without limitation. In marketing the Products, Distributor 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) Distributor shall not create, register, or use any domain name, social media screen name, 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 Distributor’s status as an Authorized Distributor with written or electronic notice. Upon termination of Distributor’s status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor 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 Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Distributor’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 Distributor will be deemed Distributor’s acceptance of the amendments.

EXHIBIT A**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.