



Dear Distributor,

At Monin, Inc. (“Monin”), we are committed to you—the distributors that help our company satisfy customer needs and deliver quality, gourmet flavored solutions. To protect our brand and the integrity of our authorized distribution channels in the United States, Monin is announcing and implementing a U.S. Authorized Seller Program, effective July 31, 2023.

Among other benefits, our Authorized Seller Program will ensure that all sellers of Monin products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brand. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you, your customers, and consumers through the sale of damaged, diverted, and otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **Monin, Inc. Authorized Distributor Policy for the United States (“Authorized Distributor Policy”)**, which is attached for your review. You are expected to comply with the terms of the enclosed Authorized Distributor Policy to remain an “Authorized Distributor” of our products. The key features of the Authorized Distributor Policy are noted below:

- **Where and to Whom You May Sell Monin Products:** Pursuant to the Authorized Distributor Policy, you may sell Monin products for purposes of resale only to customers who are classified as “Authorized Subdistributors” or “Operators,” as those terms are defined in the Authorized Distributor Policy. To become and remain an Authorized Subdistributor, your reseller customers will be required to abide by the attached **Monin, Inc. Authorized Subdistributor Policy for the United States (“Authorized Subdistributor Policy”)**.
- **Online Sales:** Please note that the Authorized Distributor Policy restricts the manner in which you may sell Monin products online. You are permitted to sell Monin products online on your own proprietary website, subject to our **Monin, Inc. Online Sales Guidelines**, and may also use an online order portal to facilitate orders of Monin products from Authorized Subdistributors and/or Operators, as long as that portal requires Authorized Subdistributors and/or Operators to obtain an account and log in to view product listings and pricing information. **You may not sell Monin products as a third-party seller on marketplace websites such as Amazon, eBay, Kroger Marketplace, Target+, or Walmart Marketplace without prior written consent from Monin.** Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and an Optimal Customer Experience:** To ensure that the customers who purchase Monin products have the best experience possible, the Authorized Distributor Policy outlines our expectations for the service you will provide to your customers. The Authorized Distributor Policy also describes certain steps you must take to maintain the quality of Monin products until they reach end users.

Additionally, the Authorized Distributor Policy requires that you forward the Authorized Subdistributor Policy and any other materials requested by Monin to your subdistributor customers. For your convenience, we have attached an Authorized Subdistributor Packet, which contains the documents that you are required to forward to your reseller customers at this time. The Authorized Subdistributor Packet contains: (1) a letter to your subdistributor customers describing the Authorized Subdistributor Policy and the purposes of our Authorized Seller Program, and (2) the Authorized Subdistributor Policy. Please forward a copy of the Authorized Subdistributor Packet to each of your reseller customers as soon as possible.

Thank you for your careful attention to the attached documents and for your continued support of Monin and our brand. If you have any questions regarding the Authorized Distributor Policy or Authorized Seller Program, please contact us at authseller@monin.com.

Sincerely,

Monin, Inc.



MONIN, INC. AUTHORIZED DISTRIBUTOR POLICY FOR THE UNITED STATES
Effective Date: July 31, 2023

This Monin, Inc. Authorized Distributor Policy for the United States (“Distributor Policy”) is issued by Monin, Inc. (“Monin”) and applies to Authorized Distributors of Monin products (“Product(s)”) in the United States of America. By purchasing Products from Monin for resale to Operators (as defined below) and/or distribution other Authorized Subdistributors (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 Monin, if any. Until such status is otherwise revoked by Monin in Monin’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” Monin 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 Monin to Operators (as defined below) and Authorized Subdistributors (as defined below) in the United States.

(a) An “Operator” is any purchaser of the Products who purchases the Products for use in the course of business and/or operations and who does not intend to resell the Products to any third party or end-user consumer/B2C.

(b) An “Authorized Subdistributor” is an individual or business entity that:

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

(c) If any customer or prospective customer of Distributor that purchases or seeks to purchase Products for purposes of resale is not yet an Authorized Subdistributor, Distributor shall immediately provide the Authorized Subdistributor Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Authorized Subdistributor Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Subdistributor unless and until Monin revokes such status. Monin retains the sole discretion to determine whether an individual or business entity is considered an “Authorized Subdistributors.”

(d) 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 (i.e., no first party sales to Amazon)

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

(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 Monin’s prior written consent.

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

2. **Online Sales.** Distributor is authorized to offer for sale and sell Products through Permissible Public Websites and Permissible Non-Public Websites (collectively, “Permissible Websites”) in accordance with the terms herein.

(a) A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Distributor in Distributor's legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Kroger Marketplace, Target+, and Walmart Marketplace);
- (iii) is operated in compliance with the terms and conditions set forth in the Monin, Inc. Online Sales Guidelines, attached as Exhibit A, as Monin may amend from time to time.

(b) A "Permissible Non-Public Website" is a website or mobile application that is operated by Distributor to facilitate orders from Authorized Subdistributors and/or Operators that requires the Authorized Subdistributor and/or Operator to obtain an account and log in to view Product listings and pricing information.

(c) **Distributor shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Website without the prior written consent of Monin.**

(d) Monin reserves the right to terminate, at any time and in its sole discretion, its approval for Distributor to offer for sale and sell Products on the Permissible Websites, and Distributor must cease all such offering for sale and sales on the Permissible Websites immediately upon notice of such termination.

(e) The terms of this Distributor Policy supersede any prior agreement between Monin and Distributor regarding the sale of the Products online.

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 Monin. 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. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Monin or the Products. Distributor shall not advertise Products not carried in its own controllable inventory.

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

5. **Intellectual Property.**

(a) Distributor acknowledges and agrees that Monin or its licensors own all proprietary rights in and to the Monin brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Monin IP"). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Monin 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 Monin IP shall inure solely to the benefit of Monin or its licensors.

(b) Distributor's use of the Monin IP shall be in accordance with any guidelines that may be provided by Monin from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Monin reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the Monin IP at any time, without limitation. In marketing the Products, Distributor shall only use images of Products either supplied by or authorized by Monin and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Distributor shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Monin product name or any trademark owned by or licensed to Monin, nor a misspelling or confusingly similar variation of any Monin product name or any trademark owned by or licensed to Monin.

6. **Termination.** Monin 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 Monin Products or has any affiliation whatsoever with Monin; and (iii) using all Monin IP.

7. **Modification.** Monin 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 Monin IP, or use of any other information or materials provided by Monin to Distributor will be deemed Distributor's acceptance of the amendments.

8. **Confidentiality.** This Distributor Policy, and its attachments constitute confidential, proprietary information of Monin and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Monin.

EXHIBIT A

MONIN, INC. ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by Monin or any third party.
2. Anonymous sales are prohibited. Distributor'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 Monin's request, Distributor 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 Distributor shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Distributor agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Distributor's sale of the Products to Monin for review upon request. Distributor agrees to cooperate with Monin in the investigation of any negative online review associated with Distributor's sale of the Products and to use reasonable efforts to resolve any such reviews. Distributor 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 Distributor to disclose identifying information about its customers to Monin.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Distributor 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.

EXHIBIT B

MONIN, INC.

PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Monin regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight. Avoid stacking or shipping Products in a manner that could result in the cracking/crushing of Products or the Products' packaging.
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 Monin's prior consent.
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. Do not dilute Products.
4. Do not resell 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 Monin at customerservice@monin.com.
6. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired or within ninety (90) days of expiration. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by Monin and applicable law.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
8. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Monin. 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. Monin reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Monin. Cooperate with Monin in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
9. Cooperate with Monin with respect to any Product tracking systems that may be implemented from time to time.
10. Cooperate with Monin with respect to any Product recall or other consumer safety information dissemination efforts.
11. Implement commercially reasonable loss prevention and anti-diversion measures.
12. Report to Monin any customer complaint or adverse claim regarding the Products and assist Monin in investigating any such complaints or adverse claims.
13. Cooperate with Monin 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.