



Dear Retailer,

At Prestige Consumer Healthcare, we are committed to you—the retailer partners that have helped our company deliver best-in-class personal wellness products to consumers for more than a century. To protect our brands and the integrity of our authorized distribution channels in the United States, Medtech Products Inc., a Prestige Consumer Healthcare Company, (“Prestige”) is implementing an Authorized Seller Program for the Prestige Consumer Healthcare United States brands listed at <https://www.prestigebrands.com/products>. Our program will be effective September 1, 2023.

Among other benefits, our Authorized Seller Program will ensure that sellers of Prestige Consumer Healthcare 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 brands. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged, diverted, or otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **Prestige Consumer Healthcare Authorized Retailer Policy for the United States**, which is attached for your review.

You are expected to comply with the Authorized Retailer Policy to be an “Authorized Retailer” of our products. The key features of the Authorized Retailer Policy are noted below:

- **Permissible Customers:** Prestige is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of our products to unauthorized sellers. To this end, you may sell Prestige products solely to end users and not to persons or entities who intend to resell Prestige products.
- **Online Sales:** You may sell Prestige products online through your own ecommerce website, provided that your website complies with our Prestige Consumer Healthcare Online Sales Guidelines. **You may not sell Prestige products on any other website, including as a third-party seller on marketplace websites such as Amazon, eBay, Kroger Marketplace, Target+, or Walmart Marketplace, without prior written consent from Prestige.** Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase Prestige products have the best experience possible, the Authorized Retailer Policy outlines our expectations for the service you will provide to your customers. The Authorized Retailer Policy also describes certain steps you must take to maintain the quality of Prestige products until they reach end users.

Thank you for your careful attention to the Authorized Retailer Policy and for your continued support of Prestige and the Prestige Consumer Healthcare family of brands. If you have any questions regarding the Authorized Retailer Policy or Authorized Seller Program, please contact us at ASP@PrestigeBrands.com.

Sincerely,

Prestige Consumer Healthcare

PRESTIGE CONSUMER HEALTHCARE AUTHORIZED RETAILER POLICY FOR THE UNITED STATES
Effective Date: September 1, 2023

This Prestige Consumer Healthcare Authorized Retailer Policy for the United States (“Retailer Policy”) is issued by Medtech Products Inc., a Prestige Consumer Healthcare Company, (“Prestige”) and applies to Authorized Retailers of Prestige Consumer Healthcare products for the United States brands listed at <https://www.prestigebrands.com/products> (“Product(s)”) in the United States of America. By purchasing Products from Prestige for retail sale, you (“Retailer”) agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer agreement between you and Prestige. Until such status is otherwise revoked by Prestige, in Prestige’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer.” Prestige may review Retailer’s activities for compliance with this Retailer Policy, and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is authorized to sell Products only to End Users in the United States. An “End User” is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, or promote the Products outside the United States of America without Prestige’s prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Retailer in Retailer’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); and
- (iii) is operated in compliance with the Prestige Consumer Healthcare Online Sales Guidelines, attached as Exhibit A, as Prestige may amend from time to time.

(b) **Retailer 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 Public Website without the prior written consent of Prestige.**

(c) Prestige reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to offer for sale and sell Products on the Permissible Public Websites, and Retailer must cease all such offering for sale and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Prestige and Retailer regarding the sale of the Products online. Any authorization previously granted to Retailer by Prestige to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Retailer 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. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Prestige. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer’s business and/or (b) related to the marketing and sale of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Prestige or the Products. Retailer shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Retailer shall comply with the Prestige Consumer Healthcare Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as Prestige may amend from time to time.

5. **Intellectual Property.**

(a) Retailer acknowledges and agrees that Prestige or its licensors own all proprietary rights in and to the Prestige brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Prestige IP”). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Prestige IP solely for purposes of marketing and selling the Products as set forth herein. This

license will cease upon termination of Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Prestige IP shall inure solely to the benefit of Prestige or its licensors.

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

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

6. **Termination.** Prestige reserves the right to terminate Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Prestige Products or has any affiliation whatsoever with Prestige; and (iii) using all Prestige IP.

7. **Modification.** Prestige reserves the right to update, amend, or modify this Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the Prestige IP, or use of any other information or materials provided by Prestige to Retailer will be deemed Retailer's acceptance of the amendments.

EXHIBIT A

PRESTIGE CONSUMER HEALTHCARE ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by Prestige or any third party.
2. Anonymous sales are prohibited. Retailer'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 Prestige's request, Retailer 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 Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) related to Retailer's sale of the Products to Prestige for review upon request. Retailer agrees to cooperate with Prestige in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer 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 Retailer to disclose identifying information about its customers to Prestige.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer 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.
7. Under no circumstances shall Retailer permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Retailer's.

EXHIBIT B**PRESTIGE CONSUMER HEALTHCARE
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Prestige regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Shipper and Product labels. Store Products in a cool (between 15 and 30C), dry, sanitary, and secure place, away from direct sunlight.
2. Maintain an active Pest Control program at facilities where the Product will be stored to prevent infestation or contamination.
3. 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 unless expressly authorized in writing by Prestige. 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, unless expressly authorized in writing by Prestige.
4. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products.
5. Do not resell any Product that has been returned opened or repackaged.
6. 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 Prestige at returns@prestigebrands.com with the required information as set forth in Prestige's Return Policy.
7. 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 Prestige and applicable law.
8. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper 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.
9. 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 Prestige. 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. Prestige reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Prestige. Cooperate with Prestige in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
10. Cooperate with Prestige with respect to any Product tracking systems that may be implemented from time to time.
11. Cooperate with Prestige with respect to any Product recall or other consumer safety information dissemination efforts.
12. Implement commercially reasonable loss prevention and anti-diversion measures.
13. Maintain written procedures for receiving and evaluating Product complaints. Report to Prestige any customer complaint regarding the Products and assist Prestige in investigating any such complaints.
14. Maintain files for consumer adverse reactions/incidents regarding the Product and the Product quality. Immediately forward any product quality complaint or adverse event report received directly to Prestige's Medical Affairs team by phone: 800-465-8811 or by email: medical_affairs@cbfleet.com.
15. Cooperate with Prestige 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.