

TZMO USA, INC. DISTRIBUTION AND DEALER NETWORK POLICY

(Updated as of April 14, 2022)

The competitiveness of our brands is based on the loyal support of our dealers, upon whom we rely for knowledgeable customer service and aggressive promotion of our products. This strategy cannot succeed if dealers pursue individual strategies that detract from TZMO's brand integrity, and its family of brands, including SENI (hereinafter: TZMO's family of brands).

This Policy is a unilateral statement of our intent. It is not an agreement or an offer to enter into an agreement but a description of terms under which:

- We will sell our products to TZMO's **authorized Distributors** (hereinafter Distributors),
- TZMO products are being sold by **authorized Dealers** (hereinafter Dealers).

We do not ask for and will not accept any changes to this Policy.

This Policy applies to all means of resale, including but not limited to sales through "brick-and-mortar" outlets, telephone, mail order, and any means of electronic commerce. This policy also applies to indirect sales through any third party reseller.

You acknowledge that TZMO brand merchandise is distributed and sold using authorized dealers, and generally only in "authorized" channels.

The sale of TZMO brand merchandise through unauthorized dealers and/or in unauthorized channels/markets, such as e-commerce marketplace platforms, may cause irreparable damage to the reputation of the TZMO brands in our core markets around the world, and damage TZMO's relationship with its authorized Distributors and/or retailers who invest in the "TZMO" brand.

On the basis of cooperation with experts, TZMO has developed the **Distribution and Dealer Network Program** (hereinafter referred to as "the Program") under which all the necessary documents, agreements and policies are implemented and applied. Within "the Program", TZMO works only with the authorized Dealers and Distributors and provides its products thereto. Details are stipulated in the separate agreements and all of the rights and obligations are stated in the terms and conditions of "the Program".

It is each Dealer's right to determine the manner in which it conducts its business. It is TZMO's right to do business with whomever it chooses.

For those who intend to sell TZMO products online, written authorization is required by TZMO USA, Inc. to be able to sell online and to be considered an authorized Online Dealer. Applicable documents can be obtained by emailing TZMO Compliance Department at compliance@tzmousa.com. A request for documents does not guarantee dealer approval.

If you are interested in becoming an authorized Dealer of TZMO products please contact compliance@tzmousa.com

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1. Advertising

- a. Restricted Terms – Dealer may not use any of the following or similarly excessive words/terms in advertising of any kind (e.g. in the Dealer’s URL name, or in any purchased key word(s), link or affiliate listing) containing the TZMO’s family of brands names: Blow Out, Free and Cheap.
- b. Dealer may not offer any promotion of any kind connected with the TZMO family of brands or the SENI brand, including but not limited to Friends-and-Family, Gift-with-Purchase, or Purchase-with-Purchase promotions, without prior written authorization from TZMO.

2. Product and Brand Representation

- a. Dealer must request any images or video Dealer wishes to use even if Dealer is an authorized Dealer and it is a product that Dealer carries. Further, TZMO reserves the right to protect its creative content and Dealer is not allowed to replicate/duplicate/copy/imitate the TZMO or SENI homepage or other creative material without consent from TZMO (including brand imagery campaign or otherwise).
- b. Dealer may not redistribute TZMO-provided images/photography, videos, or use such images/photography, video for any purpose other than Dealer’s own business to resell TZMO products to consumers.
- c. Dealer may not “scrape” our websites for imagery and video. The materials will be provided by TZMO upon request.
- d. Dealer may not make any representation of TZMO’s family brand or products without TZMO’s approval of the representation’s creative appearance; a Dealer’s website must use current TZMO-approved creative materials on all TZMO landing pages; we will supply such creative materials.
- e. Dealer may not modify in any way TZMO logos and other images/- marketing materials received from TZMO for purposes not approved by TZMO.
- f. Any advertising materials prepared by the dealer (video, print, online, podcast, etc.) that includes TZMO / Seni information must be approved by TZMO.

3. Registered URL

Dealers may not register any URL using TZMO trademarks, including but not limited to “TZMO”, “SENI” or any product, collection, or series names or any misspelling variation thereof including typos or alpha-numerics. If a Dealer is found to own this type of URL, the Dealer agrees it will transfer the domain ownership to TZMO or its affiliates, and it will be responsible for all related costs.

4. Selling

- a. Dealers only can sell to approved channels. Contact compliance@tzmousa.com if you are interested in becoming an authorized Dealer of Seni or other TZMO products.
- b. Dealers must charge applicable sales tax, as required by law.
- c. Dealers may not ship to any consumer or shipping location located outside of the USA except as authorized in writing by TZMO.

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5. Non-compliance

- a. TZMO will exercise their right whenever it determines that the integrity of its brands has been, or may be, compromised. In that spirit, TZMO will administer this policy as it sees fit.
- b. Any decision to terminate a noncompliant Distributor or Dealer will be made solely by TZMO's management, without any prior discussion or consultation with the noncompliant Distributor or Dealer.

6. Others

- a. TZMO reserves the unilateral right to change this Policy at any time, with or without prior notice.
- b. All questions regarding this policy should be directed to TZMO USA, Inc. Compliance Department at compliance@tzmousa.com.