

VIVA 5 Corporation, a Florida corporation hereby adopts this Authorized Reseller Policy (this "Policy") and requires that each individual or entity (as applicable, a "Reseller") that purchases VIVA 5's products for resale or other distribution agree to comply with this Policy.

Any Reseller that fails to comply with this Policy will be deemed an unauthorized Reseller of VIVA 5's products, and as such, shall have no right to: (i) sell VIVA 5's products; (ii) use VIVA 5's intellectual property, including any trademarks or copyrights; or (iii) offer VIVA 5's consumer satisfaction guarantee applicable to any of the products.

1. Applicability. This Policy applies to all resales of VIVA 5's products. Regardless as to where the products were acquired, either directly or indirectly from VIVA 5, through an authorized distributor, or some other procurement method, all Resellers must comply with the terms of this Policy.
2. Sales to End Users Only. Unless otherwise agreed with VIVA 5 in writing, Resellers may only purchase products for resale to consumers and end user customers, and Resellers may not resell VIVA 5's products to other Resellers, distributors or for further distribution in any manner. This includes sales to brick-and-mortar retailers, online retailers, B2B accounts, wholesalers, freight forwarders/drop shippers for other Resellers, or any other person or entity a Reseller knows or has reason to know intends to resell VIVA 5's products.
3. No Sales on Online Marketplaces. Without VIVA 5's prior written consent, Resellers may not advertise or sell VIVA 5's products online through any publicly accessible website, including without limitation, any e-commerce platform such as Amazon, eBay, Facebook, Google Shopping, Instagram, Rakuten, Walmart Marketplace, or What'sApp. Resellers may only sell VIVA 5's products on their own website.
4. Handling and Storage. Resellers agree to handle and store VIVA 5's products in a safe manner and in compliance with VIVA 5's storage and handling guidelines and all applicable laws and regulations. Resellers must ensure that any products it purchases are stored in secure, climate-controlled warehouses. Further, Resellers must ensure that they carry an inventory of VIVA 5's products adequate to meet the needs of, and to furnish prompt and efficient delivery of VIVA 5's products to, its end user customers.
5. Product Packaging and Display. Resellers shall sell VIVA 5's products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations to VIVA 5's products or their packaging are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, SKU or other identifying information on VIVA 5's products or their packaging is prohibited. Resellers may not remove, translate, or modify the contents of any label or literature on or accompanying the products. Resellers shall not advertise, market, display, or demonstrate non-VIVA 5 products together with VIVA 5's products in a manner that would create the impression that the non-VIVA 5 products are made by, endorsed by, or associated with VIVA 5.
6. Trademarks; Copyrights. Resellers that comply with this Policy have a limited, non-exclusive, non-sublicenseable, revocable license to use VIVA 5's trademarks and copyrights in connection with the sale of VIVA 5's products. Resellers shall not alter, modify, or change any trademark or copyright, nor shall Resellers use any trademark or copyright in any manner that negatively impacts such trademark or copyright or VIVA 5. Failure to comply with this Policy will result in the automatic revocation of the license granted herein and a total forfeiture of the rights granted herein. VIVA 5 reserves the right to revoke this license at any time for any or no reason.
7. Locations / Reporting. Resellers agree to track VIVA 5's products purchased and to store all such products at locations in compliance with this Policy. At VIVA 5's request, Resellers must provide VIVA 5 with (a) a list of all storage locations utilized by such Resellers, (b) an inventory of products maintained at each such storage location, and (c) physical access for VIVA 5 to perform an inventory to confirm the amounts and locations of products at Resellers' stated locations. Moreover, Resellers may not ship, sell or invoice VIVA 5's products to end user customers outside of the United States or Canada without VIVA 5's prior written consent.
8. Product Inspection. Promptly upon receipt of VIVA 5's products, Resellers agree to inspect the products for damage, defects, evidence of tampering, or other non-conformances (a "Defect"). If any Defect is identified, Resellers must not offer products with a Defect for sale and must promptly report the Defect to VIVA 5 in writing.
9. Recall and Consumer Safety. To ensure the safety and well-being of the end users of VIVA 5's products, Resellers agree to cooperate with VIVA 5 with respect to any product recall or other consumer safety information dissemination efforts.

10. Customer Service. Resellers will maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions. At VIVA 5's request, Resellers will provide any reports or other information related to such customer services. Resellers and their sales personnel must familiarize themselves with the special features of VIVA 5's products marketed for sale and obtain sufficient product knowledge to advise end user customers on the selection and safe use of VIVA 5's products, as well as any applicable warranty, guarantee or return policy. Resellers and their personnel must represent VIVA 5 and its products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of VIVA 5.
11. Product Loss and Theft. If any significant quantity of VIVA 5's products purchased by a Reseller are lost or stolen, such Reseller will promptly report such event to VIVA 5 in writing.
12. Report Unauthorized Resellers. If any Reseller has information or reasonably suspects that any person is purchasing and reselling or distributing VIVA 5's products in a manner not authorized by VIVA 5 or in violation of this Policy, such Reseller must promptly notify VIVA 5 in writing.
13. Support of Manufacturer's Satisfaction Guarantee. Resellers may extend to any proper purchaser of VIVA 5's products the original manufacturer's guarantee in accordance with its terms. Resellers may not modify or alter the original manufacturer's guarantee, represent or characterize the original manufacturer's guarantee in any misleading manner, or extend its own guarantee with respect to VIVA 5's products. Failure to comply with this Policy will result in the total forfeiture of a Reseller's right to offer VIVA 5's consumer satisfaction guarantee.
14. Other Information, Documents and Reports. Resellers must provide VIVA 5 with any supplemental information, documents and reports that VIVA 5 may request in order to validate Resellers' compliance with this Policy and to support VIVA 5's satisfaction guarantee and customer support obligations and initiatives.
15. Termination. In addition to all other remedies available to it, if a Reseller violates this Policy, VIVA 5 reserves the right to terminate such Reseller's status as an authorized Reseller. Upon termination of Reseller's status as an authorized Reseller, such Reseller shall immediately cease (a) selling VIVA 5's products, (b) acting in any manner that may reasonably imply that the Reseller is an authorized Reseller of VIVA 5's products, and (c) using any trademarks, copyrights or other intellectual property rights granted by VIVA 5 to such Reseller.
16. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY PROVISION OF PRODUCT LITERATURE ACCOMPANYING VIVA 5'S PRODUCTS, IF ANY, AS MAY BE IN EFFECT FROM TIME TO TIME, VIVA 5 MAKES NO REPRESENTATION OR WARRANTY TO RESELLERS OF ANY NATURE OR KIND REGARDING VIVA 5'S PRODUCTS. VIVA 5 DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. VIVA 5'S SOLE RESPONSIBILITY AND LIABILITY TO A RESELLER IN RESPECT OF ITS WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT PRODUCT AT ITS COST. VIVA 5 SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.
17. Equitable Remedies. Notwithstanding anything in this Policy to the contrary, if there is a breach or threatened breach of this Policy, it is agreed and understood that VIVA 5 will have no adequate remedy at law. Accordingly, VIVA 5 will be entitled to injunctive and other equitable relief without the necessity of posting a bond or proving actual damages; provided, however, that no exercise of a particular remedy in this Policy shall be construed as a waiver of any other remedies.
18. Miscellaneous. VIVA 5 reserves the right to update and modify this Policy at any time in its sole discretion. The validity, performance and enforcement of this Policy and the transactions contemplated hereby will be governed by the laws of the State of Florida without regard to conflict of law principles.
19. Questions and Reseller Support. Please direct all questions and concerns about this Policy to salessupport@viva5corp.com.

Resellers who fail to comply with the foregoing terms forfeit the right to sell VIVA 5's products.

ACCOUNT SIGNATURE

Disclaimer: VIVA 5 reserves the right, in its sole discretion, to determine which customers or potential customers may purchase its products, and which products, if any, are to each approved customer. VIVA 5 also reserve the right, in its sole discretion, to sell to any party, to refuse to sell to any party, or to cease selling to any party.

I certify that I have read the above Disclaimer and that the information provided in the section above is complete and accurate.

Name (Print):	Title:	
Signature:		Date:

Please email completed form to: salessupport@viva5corp.com