



Dear Reseller,

At Colart Americas, Inc., we are committed to you—the reseller partners that have helped our company's brands enthuse artists and creative thinkers for generations. To protect our brands and the integrity of our authorized distribution channels in the United States, Colart is announcing and implementing a U.S. Authorized Reseller Program for the Winsor & Newton, LeFranc Bourgeois, Liquitex, Conté a Paris, and Snazaroo brands (the "Products"), effective July 1, 2021.

Among other benefits, our Authorized Reseller Program will ensure that all sellers of the 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 Reseller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and end users through the sale of damaged, diverted, and otherwise poor-quality Products.

Your obligations under our new Authorized Reseller Program are outlined in the **Colart Americas, Inc. Authorized Reseller Policy**, which is attached for your review. The key features of the Authorized Reseller Policy are noted below.

- **Where and to Whom You May Sell Products:** Colart is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of Products to unauthorized sellers. To this end, the Authorized Reseller Policy requires that you sell Products solely to end users and not to persons or entities who intend to resell Products. In addition, you may not market for sale or ship Products outside of the United States without our prior written consent.
- **Online Sales:** The Authorized Reseller Policy restricts the manner in which you may sell Products online. Specifically, if you wish to sell Products online, you must register that website with Colart at <http://www.colart.com/authorized-resellers/> and follow our **Colart Americas, Inc. Online Sales Guidelines** and limit online sales to your own proprietary website unless you have received Colart's separate written consent otherwise. You may not sell Products as a third-party seller on marketplace websites such as Amazon, eBay, Target+, or Walmart Marketplace without prior written consent from Colart. Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase Products have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers. The Authorized Reseller Policy also describes certain steps you must take to maintain the quality of Products until they reach consumers.

Thank you for your careful attention to the Authorized Reseller Policy and for your continued support of Colart and the Products. ***If you desire to sell our Products on your own proprietary website pursuant to the terms of the Authorized Reseller Policy, please complete the registration process no later than July 1, 2021.***

Sincerely,

Colart Americas, Inc.



COLART AMERICAS, INC. AUTHORIZED RESELLER POLICY

Effective Date: July 1, 2021

This Colart Americas, Inc. Authorized Reseller Policy ("Reseller Policy") is issued by Colart Americas, Inc. ("Colart") and applies to Authorized Resellers of Colart products (including the Winsor & Newton, LeFranc Bourgeois, Liquitex, Conté a Paris, and Snazaroo brands) ("Product(s)") in the United States of America. By purchasing Products from Colart or a Colart Authorized Distributor for retail sale, you ("Reseller") agree to adhere to the following terms. Until such status is otherwise revoked by Colart in Colart's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller." Colart may review Reseller's activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users. An "End User" is a purchaser of the Products who is the ultimate end user of the Products for personal or professional use and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell, ship, or promote the Products outside the United States of America without Colart's prior written consent.

2. **Online Sales.**

(a) Reseller 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 Reseller in Reseller'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, Target+, and Walmart Marketplace);
- (iii) has been registered through the Colart Americas, Inc. Online Reseller Registration Form found at <http://www.colart.com/authorized-resellers/>; and
- (iv) is operated in compliance with the terms and conditions set forth in the Colart Americas, Inc. Online Sales Guidelines, attached as Exhibit A, as Colart may amend from time to time.

(b) **Reseller 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 Colart.**

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

(d) Reseller agrees to promptly notify Colart of any change to the information submitted on its Colart Americas, Inc. Online Reseller Registration Form by reregistering with Colart at <http://www.colart.com/authorized-resellers/>.

3. **Sales Practices.** Reseller 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. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Colart. Reseller shall comply with all applicable laws, rules, regulations, and policies (a)

applicable to Reseller's business and/or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Colart or the Products. Reseller shall not advertise Products not carried in inventory. Reseller shall only purchase Products from Colart's Authorized Distributors.

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

5. **Intellectual Property.**

(a) Reseller acknowledges and agrees that Colart or its licensors own all proprietary rights in and to the Products' brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Colart IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Colart IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the Colart IP shall inure solely to the benefit of Colart or its licensors.

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

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

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

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

8. **Confidentiality.** This Reseller Policy, and its attachments, if any, constitute confidential, proprietary information of Colart 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 Colart.

EXHIBIT A

COLART AMERICAS, INC. ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by Colart or any third party.
2. Anonymous sales are prohibited. Reseller'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 Colart's request, Reseller 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 Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Colart for review upon request. Reseller agrees to cooperate with Colart in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews. Reseller shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Reseller to disclose identifying information about its customers to Colart.
5. The Permissible Public Websites shall have a dedicated brand landing page for each Product brand sold on the Permissible Public Websites, with each such landing page featuring only Products sold under the applicable brand name.
6. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
7. Reseller 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.
8. Except where Reseller has entered into a drop-shipment arrangement with Colart or a Colart Authorized Distributor whereby Colart or the Colart Authorized Distributor ships Products on Reseller's behalf to customers who order Products through Permissible Public Websites, under no circumstances shall Reseller permit orders to be fulfilled in any way that results in the shipped Product coming from stock other than Reseller's. Upon request by Colart, Reseller shall disclose all drop-shipment arrangements with Colart Authorized Distributors.

EXHIBIT B**COLART AMERICAS, INC.****PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Colart regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and safety data sheets (safety data sheets are available for download at winsornewton.com, snazaroo.com, conteaparis.com, or lefrancbourgeois.com). Store Products in a cool, well-ventilated, dry place, away from direct sunlight and extreme temperatures, and in an upright manner protected from damage.
2. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products), and other alterations to Products or their packaging are not permitted. Product bundling is permitted, provided such bundles only consist of Products of the same brand, and the Products are not removed from their original packaging.
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 open or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, dried-out Products, 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 Colart via your Account Management Specialist, or by contacting Colart’s Account Management Team at usclientservices@colartusa.com or by calling 800-445-4278.
6. 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. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. Cooperate with Colart with respect to any Product tracking systems that may be implemented from time to time.
8. Cooperate with Colart with respect to any Product recall or other consumer safety information dissemination efforts.
9. Report to Colart any customer complaint or adverse claim regarding the Products and assist Colart in investigating any such complaints or adverse claims.
10. Cooperate with Colart 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.
11. With respect to any third-party logistics provider:
 - 11.1 Ensure that any third-party logistics provider engaged to store inventory 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 Colart.
 - 11.2 Ensure that any such third-party logistics provider stores your inventory of Products separately from any Products owned by any third party.

- 11.3 Upon request by Colart, disclose your use of third-party logistics providers, including the identity and location of any third-party logistics provider, and cooperate with Colart in investigating any concerns related to the Products that may relate to your use of a third-party logistics provider.
- 11.4 Do not permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than yours.