



Dear Reseller,

At Triumph Pharmaceuticals Inc. dba SmartMouth (“SmartMouth”), we are committed to you—the resellers that help our company satisfy customer needs and deliver best-in-class oral-care products. To protect our brand and the integrity of our authorized distribution channels, SmartMouth is announcing and implementing an Authorized Seller Program effective July 15, 2021.

Among other benefits, our Authorized Seller Program will ensure that all sellers of SmartMouth® 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 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 **SmartMouth Authorized Reseller Policy for the United States (“Authorized Reseller Policy”)**.

Key Features of the Authorized Reseller Policy:

- **Where and to Whom You May Sell SmartMouth Products:** SmartMouth is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of SmartMouth products to unauthorized sellers. To this end, the Authorized Reseller Policy requires that you sell SmartMouth products solely to end users and not to persons or entities who intend to resell SmartMouth products. In addition, you may not market for sale or ship SmartMouth products outside of the United States without our prior written consent.
- **Online Sales:** You are permitted to sell the Products solely through your own proprietary websites disclosed to SmartMouth through the Permissible Public Website Registration Form available at <https://smartmouth.com/website-registration/>, subject to the terms of the Authorized Reseller Policy and accompanying Online Sales Guidelines.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase SmartMouth 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 SmartMouth products until they reach consumers.

Thank you for your careful attention to the Authorized Reseller Policy and for your continued support of SmartMouth. If you have any questions about the attached documents or our Authorized Seller Program, please contact us authorizedseller@smartmouth.com.

Sincerely,

Triumph Pharmaceuticals Inc. dba SmartMouth



SMARTMOUTH AUTHORIZED RESELLER POLICY FOR THE UNITED STATES

Effective Date: July 15, 2021

This SmartMouth Authorized Reseller Policy for the United States (“Reseller Policy”) is issued by Triumph Pharmaceuticals Inc. dba SmartMouth (“SmartMouth”) and applies to Authorized Resellers of SmartMouth products (“Product(s)”) in the United States of America. By purchasing Products from SmartMouth or an Authorized SmartMouth Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by SmartMouth in SmartMouth’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller”. SmartMouth 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 consumer of the Products 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 or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, or promote the Products outside the United States of America without SmartMouth’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, Walmart Marketplace);
- (iii) **has been registered with SmartMouth through the Permissible Public Website Registration Form available at <https://smartmouth.com/website-registration/>; and**
- (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached as Exhibit A, as SmartMouth 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 SmartMouth.**

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

(d) Reseller agrees to promptly notify SmartMouth of any change to the information submitted on its Permissible Public Website Registration Form by reregistering the Permissible Public Website with SmartMouth through the Permissible Public Website Registration Form available at <https://smartmouth.com/website-registration/>.

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 SmartMouth. 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 SmartMouth or the Products. Reseller shall not advertise Products not carried in inventory.

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

5. **Intellectual Property.**

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

(b) Reseller's use of the SmartMouth IP shall be in accordance with any guidelines that may be provided by SmartMouth from time to time and must be commercially reasonable as to the size, placement, and other manners of use. SmartMouth reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the SmartMouth IP at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by SmartMouth 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 SmartMouth product name or trademark, nor a misspelling or confusingly similar variation of any SmartMouth product name or trademark.

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

7. **Modification.** SmartMouth 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 SmartMouth IP, or use of any other information or materials provided by SmartMouth 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 SmartMouth 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 SmartMouth.

EXHIBIT A
SMARTMOUTH ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by SmartMouth 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 SmartMouth'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 SmartMouth for review upon request. Reseller agrees to cooperate with SmartMouth 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 SmartMouth.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. 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.
7. Reseller shall ensure that any third-party logistics provider engaged by Reseller 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 to Reseller by SmartMouth. Reseller shall ensure that any such third-party logistics provider stores Reseller's inventory of Products separately from any Products owned by any third party. Upon request by SmartMouth, Reseller shall disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and shall cooperate with SmartMouth in investigating any concerns related to the Products that may relate to Reseller's use of a third-party logistics provider. Under no circumstances shall Reseller 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 Reseller's.

EXHIBIT B**SMARTMOUTH PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by SmartMouth regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Pack the Products in a commercially reasonable manner so as to avoid dents, broken perforation, punctures, and undue pressure on the Products during transit. Store Products in a cool, dry place, away from direct sunlight.
2. Although repackaging of multi-pack Products into single-pack Products is permitted, the Products must in all other respects be sold in their original packaging and shall not be otherwise repackaged (including the separation of bundled products or the bundling of products) without the prior written consent of SmartMouth. Relabeling of the Products or other alterations to Products or their packaging is not permitted. Any other change to the packaging prior to sale requires the prior written consent of SmartMouth.
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 SmartMouth at operations@smartmouth.com.
6. Inspect inventory regularly for Products that are expired or past their “best by” date, or soon-to-be past such dates. Do not sell any Products that are expired or within 60 days of their expiration date or “best by” date. In accordance with instructions provided by SmartMouth, destroy or dispose of Products that are expired or past their “best by” date, or soon-to-be past such dates.
7. Be familiar with the Products and 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 and escalate any question or concern to SmartMouth if unable to accurately or promptly respond.
8. Cooperate with SmartMouth with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with SmartMouth with respect to any Product recall or other consumer safety information dissemination efforts.
10. Report to SmartMouth any customer complaint or adverse claim regarding the Products and assist SmartMouth in investigating any such complaints or adverse claims.
11. Cooperate with SmartMouth 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.