



Dear Reseller,

At Professional Disposables International, Inc. ("PDI"), we are committed to you—the reseller partners that help our company provide innovative products and solutions to combat preventable infections. To protect our brands and the integrity of our authorized distribution channels in the United States, PDI is implementing a U.S. Authorized Seller Program, **effective January 1, 2025**.

Among other benefits, our Authorized Seller Program will ensure that sellers of PDI 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 end users through the sale of damaged, diverted, and otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **Professional Disposables International, Inc. Authorized Reseller Policy for the United States**, which is attached for your review. You are expected to comply with the Authorized Reseller Policy to be an "Authorized Reseller" of our products. The key features of the Authorized Reseller Policy are noted below:

- **Permissible Customers:** PDI 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, the Authorized Reseller Policy requires that you sell PDI products solely to end users and not to persons or entities who intend to resell PDI products.
- **Online Sales:** You may sell PDI products online through your own ecommerce website, provided that you (1) register your website through the **Professional Disposables International, Inc. Authorized Reseller Website Registration Form** available at <https://pdihc.com/authorized-reseller-registration/> and (2) follow our Professional Disposables International, Inc. Online Sales Guidelines. You may not sell PDI products through any other website, including as a third-party seller on marketplace websites such as Amazon, eBay, or Walmart Marketplace without prior written consent from PDI. Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Customer Satisfaction:** To ensure that the customers who purchase PDI products have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers and describes certain steps you must take to maintain the quality of PDI products until they reach end users.

Thank you for your careful attention to the Authorized Reseller Policy and for your continued support of PDI and the PDI brands. If you have any questions regarding the Authorized Reseller Policy or Authorized Seller Program, please contact us at authorized@pdihc.com.

Sincerely,

Professional Disposables International, Inc.



**PROFESSIONAL DISPOSABLES INTERNATIONAL, INC.
AUTHORIZED RESELLER POLICY FOR THE UNITED STATES
Effective Date: January 1, 2025**

This Professional Disposables International, Inc. Authorized Reseller Policy for the United States (“Reseller Policy”) is issued by Professional Disposables International, Inc. (“PDI”) and applies to Authorized Resellers of PDI products (“Product(s)”) in the United States of America. By purchasing Products, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by PDI in PDI’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller.” This Reseller Policy supplements any then-current reseller agreement between you and PDI. PDI 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 in the United States. An “End User” is any purchaser of the Products who is the ultimate user of the Products (i.e., a consumer purchasing the Products for personal use; a business entity purchasing the Products for use in the operation of its business) 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 PDI’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, and Walmart Marketplace);
- (iii) has been registered through the Professional Disposables International, Inc. Authorized Reseller Website Registration Form found at <https://pdihc.com/authorized-reseller-registration/>; and
- (iv) is operated in compliance with the Professional Disposables International, Inc. Online Sales Guidelines, attached as Exhibit A, as PDI 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 PDI.**

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

(d) Reseller agrees to promptly notify PDI of any change to the information submitted on its Professional Disposables International, Inc. Authorized Reseller Website Registration Form by reregistering with PDI at <https://pdihc.com/authorized-reseller-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 PDI. 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 PDI or the Products. Reseller shall not advertise Products not carried in inventory. Reseller shall only purchase Products from PDI’s Authorized Distributors.

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

5. **Intellectual Property.**

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

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

6. **Termination.** PDI may terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of 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 PDI Products or has any affiliation whatsoever with PDI; and (iii) using all PDI IP.

7. **Modification.** PDI may amend 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 PDI IP, or use of any other information or materials provided by PDI to Reseller will be deemed Reseller's acceptance of the amendments.

EXHIBIT A

**PROFESSIONAL DISPOSABLES INTERNATIONAL, INC.
ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by PDI or any party other than Reseller.
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 PDI'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) related to Reseller's sale of the Products to PDI for review upon request. Reseller agrees to cooperate with PDI 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 at least 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 PDI.
5. The Permissible Public Websites shall comply 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. Except where Reseller has entered into a drop-shipment arrangement with PDI whereby PDI 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.

EXHIBIT B

**PROFESSIONAL DISPOSABLES INTERNATIONAL, INC.
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all applicable laws and any instructions provided by PDI regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and in Safety Data Sheets. Store Products in a cool, dry, sanitary place, away from direct sunlight.
2. 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.
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 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 PDI at authorized@pdihc.com.
6. Inspect inventory regularly for expired Products and do not sell any Products that are expired. Destroy or dispose of expired Products in accordance with instructions provided by PDI and applicable law.
7. 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.
8. 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 PDI. 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. PDI reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to PDI. Cooperate with PDI in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
9. Cooperate with PDI with respect to any Product tracking systems that may be implemented from time to time.
10. Cooperate with PDI with respect to any Product recall or other consumer safety information dissemination efforts.
11. Implement commercially reasonable loss prevention and anti-diversion measures. Notify PDI promptly in the event of a theft or other loss of a material quantity of Products.
12. Report to PDI any customer complaint or adverse claim regarding the Products by emailing Consumer.Affairs@pdipdi.com and assist PDI in investigating any such complaints or adverse claims.
13. Cooperate with PDI 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.



**PROFESSIONAL DISPOSABLES INTERNATIONAL, INC.
AUTHORIZED SELLER PROGRAM FOR THE UNITED STATES
FREQUENTLY ASKED QUESTIONS - FOR RESELLERS**

Q1. What is the Authorized Seller Program and why is PDI implementing it?

A1. The Authorized Seller Program is designed to protect the long-term integrity of the PDI brands and to support our relationships with our valued distribution channel partners, both in brick-and-mortar channels and online. The Program includes policies that apply to all PDI distribution partners in the United States. These policies state our expectations for where and to whom our products may be sold (including online), how our products should be handled to maintain quality, and the service that should be provided to customers.

Like many companies, PDI is experiencing disruption and harm to our brands caused by unauthorized sellers, particularly those selling on online marketplaces such as Amazon, eBay, and Walmart. These sellers often sell misrepresented, damaged, expired, or otherwise poor-quality products, which cause customers to lose trust in our brands. Negative purchasing experiences—especially on online marketplaces—often lead to poor online reviews of our products, which influence customer purchasing decisions (potentially decreasing demand for our products) and erode our brand equity. In addition, unauthorized sellers often promote our products in ways that are inconsistent with our brand standards and brand value.

The Authorized Seller Program is one component of our overall brand protection strategy aimed at addressing these issues and is critical to positioning our brands for long-term success in today's evolving, increasingly e-commerce driven sales environment.

Q2. How will the Authorized Seller Program benefit me?

A2. We are confident that the Authorized Seller Program will provide many benefits for our authorized sellers, including, but not limited to, the following:

- Enabling PDI to take action against unauthorized sellers directly, reducing the disruption caused by these sellers that is harming you and your customers
- Ensuring product quality and the delivery of a strong customer experience, reducing the likelihood of poor online reviews of our products that negatively impact customer purchasing decisions
- Increasing demand for our products, leading to increased sales for authorized sellers
- Supporting authorized sellers and their investments in our brands
- Ensuring that our products are sold only by authorized sellers who are committed to our brands, and thus more likely to promote our products in ways that are consistent with our brand value
- Protecting our brand equity, which will support the overall growth and long-term integrity of our brands.

Q3. Do I have to sign the Authorized Reseller Policy?

A3. No. You are not required to sign the Policy. The Policy announces the terms on which PDI will do business with channel partners. By continuing to purchase and resell PDI products, you agree to abide by the Policy.

Q4. Am I permitted to sell online?

A4. Authorized Resellers may sell PDI products on their own proprietary ecommerce websites, provided that the Reseller (1) registers the website through the *Professional Disposables International, Inc. Authorized Reseller Website Registration Form* at <https://pdihc.com/authorized-reseller-registration/> and (2) follows our Professional Disposables International, Inc. Online Sales Guidelines. You may not sell PDI products through any other website, including as a third-party seller on online marketplaces such as Amazon, eBay, or Walmart, without our prior written consent.

Q5. I operate a storefront on Amazon / eBay / Walmart Marketplace and have been selling PDI products there. Will I be permitted to continue selling there?

A5. The Authorized Reseller Policy prohibits sales on online marketplaces such as Amazon, eBay, and Walmart without PDI's prior written consent. As part of its overall ecommerce strategy, PDI has elected to strictly limit the sale of its products on online marketplaces and is not currently considering requests for authorization to sell on online marketplaces. Accordingly, please ensure that listings of PDI products on any online marketplace storefronts that you operate are removed by January 1, 2025.

Q6. What will happen if I violate the Authorized Reseller Policy?

A6. PDI reserves the right to revoke a Reseller's "Authorized Reseller" status if the Authorized Reseller Policy is not followed. If you have any questions regarding whether particular conduct will violate the Authorized Reseller Policy, please contact authorized@pdihc.com.

Please direct any questions regarding the Authorized Seller Program to authorized@pdihc.com.