



Bulb Marketplace Seller and Services Agreement

General Terms

Welcome to the **Bulb Marketplace**, a suite of optional services for sellers including: Selling on the marketplace, payment processing, access to the on-demand delivery mobile app and an operational CRM.

THIS BULB SELLER AND SERVICES AGREEMENT (THE "**AGREEMENT**") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND BULB. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR EACH COUNTRY FOR WHICH YOU REGISTER OR ELECT TO USE A SERVICE (IN EACH CASE, THE "**ELECTED COUNTRY**").

As used in this Agreement, "**we**," "**us**," and "**Bulb**" means the applicable **Bulb** Contracting Party and any of its applicable Affiliates, and "**you**" means the applicant (if registering for or using a Service as an individual), or the business employing the applicant (if registering for or using a Service as a business) and any of its Affiliates. Capitalized terms have the meanings given to them in this Agreement. If there is a conflict among terms in this Agreement, the Program Policies will prevail over any applicable Service Terms and the General Terms, and the applicable Service Terms will prevail over the General Terms.

1. Enrollment.

To begin the enrollment process, you must complete the application process [HERE](#) which collects a nominal amount of verifying information. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law (for example, the Elected Country may not allow minors



to use the Services). As part of the application, you must provide us with your (or your business') legal name, EIN, Certificate of Business Insurance, etc. We may at any time cease providing any or all of the Services at our sole discretion and without notice.

2. Service Fee Payments; Receipt of Sales Proceeds.

Fee details are described in the applicable Service Terms and Program Policies. You are responsible for all of your expenses in connection with this Agreement. To use a Service, you must provide us with valid bank account information for a bank account or bank accounts acceptable by **Bulb** (conditions for acceptance may be modified or discontinued by us at any time without notice) ("**Your Bank Account**"). You will use only a name you are authorized to use in connection with a Service and will update all of the information you provide to us in connection with the Services as necessary to ensure that it at all times remains accurate, complete, and valid. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). All payments to you will be remitted to Your Bank Account through a banking network or by other means specified by us.

If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Bulb or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Bulb or third parties persist. For any amounts that we determine you owe us, we may (a) charge Your Credit Card or any other payment instrument you provide to us; (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (c) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits to Your Bank Account; or (e) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to you. Except as provided otherwise, all amounts



contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to **Bulb** or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Agreement, including any applicable Program Policies, may result in their forfeiture.

As a security measure, we may, but are not required to, impose transaction limits on some or all customers and sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if we permit a customer to withdraw from a transaction because a **Bulb** Site or Service is unavailable following the commencement of a transaction.

3. Term and Termination.

The term of this Agreement will start on the date of your approved application for or use of a Service, whichever occurs first, and continue until terminated by us or you as provided in this Agreement (the "**Term**"). We may terminate or suspend this Agreement or any Service for any reason at any time by notice to you. You may terminate this Agreement or any Service for any reason at any time by the means then specified by **Bulb**. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly provided. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 15, 16, and 19 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

4. License.



You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our Affiliates and operators; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using standard functionality made available to you via the applicable **Bulb** Site or Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

5. Representations.

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the country in which your business is registered and that you are registering for the Service(s) within such country; (b) you have all requisite right, power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by you or your Affiliates to BULB or its Affiliates is at all times accurate and complete; (d) you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (e) you and all of your subcontractors, agents, and suppliers will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this Agreement.

6. Indemnification.



You release us and agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your actual or alleged breach of any obligations in this Agreement; (b) any of Your Sales Channels other than BULB Sites, Your Products (including their offer, sale, performance, and fulfillment), Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death, or property damage related thereto; (c) Your Personnel (including any act or omission of Your Personnel or any Claim brought or directed by Your Personnel); or (d) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

7. Disclaimer & General Release.

a. THE BULB SITES AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU USE THE BULB SITES AND SERVICES AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE BULB SITES AND THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM



FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS.

b. BECAUSE BULB IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES BULB (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

8. Limitation of Liability.

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF BULB HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX-MONTH PERIOD PAID BY YOU TO BULB IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

9. Insurance.

If the gross proceeds from Your Transactions exceed the applicable Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) days thereafter, you will maintain at your expense throughout the remainder of the Term for each applicable Elected Country commercial general, umbrella or excess liability insurance with the Insurance Limits per occurrence and in aggregate covering liabilities caused by or occurring in



conjunction with the operation of your business, including products, products/completed operations and bodily injury, with policy(ies) naming BULB and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the coverage to the following address: c/o BULB, 43117 Hunters Green Sq., Broadlands, VA 20148, Attention: Risk Management.

10. Tax Matters.

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes, except to the extent that (i) Bulb automatically calculates, collects, or remits taxes on your behalf according to applicable law; or (ii) Bulb expressly agrees to receive taxes or other transaction-based charges on your behalf in connection with tax calculation services made available by Bulb and used by you. You agree to and will comply with the Tax Policies. All fees and payments payable by you to Bulb under this Agreement or the applicable Service Terms are exclusive of any applicable taxes, deductions or withholding (including but not limited to cross-border withholding taxes), and you will be responsible for paying Bulb any of Your Taxes imposed on such fees and any deduction or withholding required on any payment.

11. Confidentiality.

During the course of your use of the Services, you may receive information relating to us or to the Services, including but not limited to Bulb Transaction Information, that is not known to the general public ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain Bulb's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not otherwise disclose Confidential Information to any other Person; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission or misrepresent or embellish the relationship between us in any way.

12. Force Majeure.



We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

13. Relationship of Parties.

Subject to the Transaction Processing Service Terms (if the Elected Country for a Service is the United States), you and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of Bulb, you, and customers. As between you and us, you will be solely responsible for all obligations associated with the use of any third-party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

14. Use of Bulb Transaction Information.

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose any Bulb Transaction Information (except that you may disclose that information solely as necessary for you to perform your obligations under this Agreement if you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Bulb Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product with the intent to collect any amounts in connection therewith or to influence that Person to make an alternative transaction; (d) disparage us, our Affiliates, or any of their or our respective products or services or any customer; or (e) target communications of any kind on the basis of the intended recipient being an BULB Site user. In addition, you may only use tools and methods that we designate to communicate with BULB Site users regarding Your Transactions, including for the



purpose of scheduling, communicating, or cancelling the fulfillment of Your Products. The terms of this [Section 14](#) do not prevent you from using other information that you acquire without reference to Bulb Transaction Information for any purpose, even if that information is identical to Bulb Transaction Information, provided that you do not target communications on the basis of the intended recipient being an Bulb Site user.

15. Suggestions and Other Information.

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Bulb Site or Service (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content. If we make suggestions on using the Services, you are responsible for any actions you take based on our suggestions.

16. Modification.

We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central, on the MWS Site, or on the applicable BULB Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the General Terms and the Service Terms will be posted for at least 30 days. Changes to Program Policies may be made without notice to you. YOUR CONTINUED USE OF A SERVICE AFTER BULB'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

17. Password Security.

Any password we provide to you may be used only during including the MWS Site, as applicable) to use the Services, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your



password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

18. Export.

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

19. Miscellaneous.

The Governing Laws will govern this Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. If the Elected Country is Japan, Bulb and you both consent that any dispute with BULB or its Affiliates or claim relating in any way to your use of the Services or this Agreement as it relates to your use of the Services in Japan will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts. If the Elected Country is the United States, Canada, or Mexico, **Bulb and you both consent that any dispute with Bulb or its Affiliates or claim relating in any way to this Agreement or your use of the Services will be resolved by binding arbitration as described in this paragraph, rather than in court**, except that (i) you may assert claims in a small claims court that is a Governing Court if your claims qualify and (ii) you or we may bring suit in the Governing Courts, submitting to the jurisdiction of the Governing Courts and waiving our respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Agreement as a court would.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, John Fischel, 43116 Hunters Green Sq., Broadlands, VA 20148.



The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Bulb will not seek attorneys' fees and costs from you in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location. **Bulb and you each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **Bulb and you each waive any right to a jury trial.**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Services, including by redesigning, modifying, removing, or restricting access to any of them.

Because Bulb is not your agent (except for the limited purpose set out in the Transaction Processing Service Terms (if the Elected Country for a Service is the United States)), or the customer's agent for any purpose, Bulb will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

We will send all notices and other communications regarding this Agreement to you at the e-mail addresses you designated for notifications, or by any other means then specified by Bulb. We may also communicate with you electronically and in other media, and you consent to such communications regardless of any "E-mail Preferences" (or similar preferences or requests) you may have indicated on the applicable Bulb Site, or by any other means. You may change your e-mail addresses and certain



other information, as applicable. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to Bulb to our Merchant Care Team by using the [Contact Us](#) form.

This Agreement incorporates, and you accept the applicable Service Terms and Program Policies, which Bulb may modify from time to time. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

"BULB Contracting Party" means the party outlined below.

If the Elected Country is the United States:

Service	BULB Contracting Party
Selling on Bulb	Bulb Wellness, LLC
Enabling Bulb Delivery Mobile App	Bulb Wellness, LLC
Bulb CRM Solution	Bulb Wellness, LLC

Service	BULB Contracting Party
Selling on BULB	BULB Japan G.K.
Fulfillment by BULB	BULB Japan G.K.
BULB Clicks	BULB Japan G.K.



"Bulb Site" means, as applicable, ALL BULB SITES and SERVICES

"Bulb Transaction Information" means, collectively, Order Information and any other data or information acquired by you or your Affiliates from Bulb, its Affiliates, or otherwise as a result of this Agreement, the transactions contemplated by this Agreement, or the parties' performance under this Agreement.

"Content" means copyrightable works under applicable Law and content protected by database rights under applicable Law.

"Excluded Products" means the items described on the applicable Restricted Products pages , any other applicable Program Policy, or any other information made available to you by Bulb.

"Governing Laws" means the applicable one of the following:

the laws of the Commonwealth of Virginia, United States together with the Federal Arbitration Act and other applicable federal law (if the Elected Country is Canada, Mexico, or the United States),
the laws of Japan (if the Elected Country is Japan).

"Insurance Limits" means the applicable one of the following:

One Million Canadian Dollars (\$1,000,000) (if the Elected Country is Canada),
One Hundred Million Japanese Yen (¥100,000,000) (if the Elected Country is Japan),
Ten Million Mexican Pesos (\$10,000,000) (if the Elected Country is Mexico),
One Million U.S. Dollars (\$1,000,000) (if the Elected Country is the United States).

"Insurance Threshold" means the applicable one of the following:

Ten Thousand Canadian Dollars (\$10,000) (if the Elected Country is Canada),
One Million Japanese Yen (¥1,000,000) (if the Elected Country is Japan),
One Hundred Thousand Mexican Pesos (\$100,000) (if the Elected Country is Mexico),
Ten Thousand U.S. Dollars (\$10,000) (if the Elected Country is the United States).



"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction.

"Local Currency" means the applicable one of the following:

U.S. Dollars (if the Elected Country is the United States),
Canadian Dollars (if the Elected Country is Canada),
Mexican Pesos (if the Elected Country is Mexico),
Japanese Yen (if the Elected Country is Japan).

"Optional Coverage Plans" means warranties, extended service plans and related offerings, in each case as determined by us, that you offer.

"Order Information" means, with respect to any of Your Products ordered through the BULB Marketplace, the order information and shipping information that we provide or make available to you.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

"Program Policies" means all terms, conditions, policies, guidelines, rules, and other information on the applicable Bulb Site.

"Sales Proceeds" means the gross proceeds from any of Your Transactions, including (a) all shipping and handling, gift wrap and other charges; (b) taxes and customs duties to the extent specified in the



applicable Tax Policies; and (c) in the case of invoiced orders, any amounts that customers fail to pay to us or our Affiliates on or before the applicable invoice due date.

"Service" means each of the following services: Selling on Bulb, enabling the Bulb delivery mobile app, the Bulb CRM, and, if the Elected Country for a Service is the United States, the Transaction Processing Services, together in each case with any related services and materials we make available.

"Service Terms" means the service terms applicable to each Service, which are made part of this Agreement upon the date you elect to register for or use the applicable Service, and any subsequent modifications we make to those terms.

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles, and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology, or other functional item.

"Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia, or any other source or business identifier, protected or protectable under any Laws.

"US BULB Site" means that website, the primary home page of which is identified by the url www.Bulbwellness.co, and any successor or replacement of such website.

"Your Materials" means all Technology, Your Trademarks, Content, Your Product information, data, materials, and other items or information provided or made available by you or your Affiliates to Bulb or its Affiliates.

"Your Personnel" means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.



"Your Product" means any product or service (including Optional Coverage Plans) that you: (a) have offered through the Selling on Bulb Service; (b) have made available for advertising through the Bulb Clicks Service; or (c) have fulfilled or otherwise processed through the Fulfillment by Bulb Service.

"Your Sales Channels" means all sales channels and other means through which you or any of your Affiliates offers products or services, other than physical stores.

"Your Taxes" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies (specifically including environmental levies), or charges and duties assessed, incurred, or required to be collected or paid for any reason (a) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services; (b) in connection with any products or services provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange; or (c) otherwise in connection with any action, inaction, or omission of you or your Affiliates, or any Persons providing products or services, or your or their respective employees, agents, contractors, or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange.

"Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"Your Transaction" means any sale of Your Product(s) through the Bulb Site.

Selling on Bulb Service Terms

The Selling on the Bulb Marketplace ("**Selling on BULB**") is a Service that allows you to offer certain products and services directly on the Bulb Sites.

These Selling on Bulb Marketplace Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in Selling on BULB. BY REGISTERING FOR OR USING THE SELLING ON BULB SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY



THE [AGREEMENT](#), INCLUDING THESE SELLING ON BULB SERVICE TERMS. NOTWITHSTANDING THE PREVIOUS SENTENCE, IF YOU HAVE ENTERED INTO A SEPARATE AGREEMENT THAT PERMITS YOU TO OFFER YOUR PRODUCTS THROUGH A PARTICULAR BULB SITE, THEN TO THE EXTENT THAT YOU CONTINUE TO LIST AND SELL YOUR PRODUCTS ON THAT BULB SITE PURSUANT TO SUCH SEPARATE AGREEMENT, TRANSACTIONS OF YOUR PRODUCTS ON THAT BULB SITE AND ANY TAX SERVICES WE MAKE AVAILABLE UNDER THAT AGREEMENT ARE GOVERNED BY THE TERMS OF THAT AGREEMENT AND NOT BY THESE SELLING ON BULB SERVICE TERMS.

S-1 Your Product Listings and Orders.

S-1.1 Products and Product Information. You will provide in the format we require accurate and complete Required Product Information for each product or service that you offer through any BULB Site and promptly update that information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same on any Bulb Site comply with all applicable Laws (including all minimum age, marking and labeling requirements) and do not contain any sexually explicit (except to the extent expressly permitted under our applicable Program Policies), defamatory or obscene materials. You may not provide any information for, or otherwise seek to offer any Excluded Products on any Bulb Sites; or provide any URL Marks for use, or request that any URL Marks be used, on any Bulb Site. If you offer a product for sale on an Bulb Site that requires a warning under California Health & Safety Code Section 25249.6 (a “Proposition 65 Warning”) you (a) will provide us with such warning in the manner specified in our Program Policies, (b) agree that our display of a Proposition 65 Warning on a product detail page is confirmation of our receipt of that warning, and (c) will only revise or remove a Proposition 65 Warning for a product when the prior warning is no longer legally required.

S-1.2 Product Listing; Merchandising; Order Processing. We will enable you to list Your Products on a particular Bulb Site and conduct merchandising and promote Your Products as permitted by us (including via the Bulb Associated Properties or any other functions, features, advertising, or programs on or in connection with the applicable Bulb Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and your performance as a seller and Bulb may make these ratings and feedback publicly available. We will provide Order Information to you for each order of Your



Products through the applicable Bulb Site. We will also receive all Sales Proceeds on your behalf for each of these transactions and will have exclusive rights to do so and will remit them to you in accordance with these Selling on BULB Service Terms. We may permit certain customers to place invoiced orders for Your Products, in which case remittance of Sales Proceeds may be delayed according to each customer's invoicing terms. You will accept and fulfill invoiced orders in the same manner as you accept and fulfill non-invoiced orders, except as otherwise provided in this Agreement.

S-1.3 Shipping and Handling Charges. For Your Products ordered by customers on or through an BULB Site that are not fulfilled by Bulb, you will determine the shipping and handling charges subject to our Program Policies and standard functionality (including any category-based shipping and handling charges we determine, such as for products offered by sellers on the Individual selling plan and BMVD Products generally). When we determine the shipping and handling charges, you will accept them as payment in full for your shipping and handling.

S-1.4 Credit Card Fraud and Unpaid Invoices. We will bear the risk of (a) credit card fraud (i.e., a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions, and (b) late payments or defaults by customers in connection with invoiced orders for Your Products, except, in each case, in connection with Seller-Fulfilled Products that are not fulfilled strictly in accordance with the Order Information and Shipment Information. You will bear all other risk of fraud or loss. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop, and/or cancel any of Your Transactions. You will stop or cancel orders of Your Products if we ask you to do so. If you have already transferred Your Products to a carrier or shipper when we ask you to stop or cancel an order, you will use commercially reasonable efforts to stop or cancel delivery of that order. You will refund any customer (in accordance with [Section S-2.2](#)) that has been charged for an order that we stop or cancel.

S-2 Sale and Fulfillment; Refunds and Returns.

S-2.1 Sale and Fulfillment. Bulb does not currently handle fulfillment of a Sellers products. Bulb will soon offer fulfillment solutions.



S-2.2 Cancellations, Returns, and Refunds. The Bulb Refund Policies for the applicable Bulb Site will apply to Your Products. You will route any payments to customers in connection with Your Transactions through Bulb. We will make any payments to customers in the manner we determine, and you will reimburse us for all amounts we pay.

S-3 Problems with Your Products.

S-3.1 Delivery Errors and Nonconformities; Recalls. You are solely responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of Your Products, except to the extent caused by: (a) credit card fraud for which we are responsible under Section S-1.4; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification. You are also responsible for any non-conformity or defect in, any public or private recall of, or safety alert of any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls, or safety alerts of Your Products or other products provided in connection with Your Products.

S-3.2 A-to-z Guarantee and Chargebacks. If we inform you that we have received or initiated a claim under the "A-to-z Guarantee" offered on a particular Bulb Site, or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us in a format and manner we specify: (a) proof of fulfillment of Your Product(s) (as applicable); (b) the applicable Bulb order identification number; (c) a description of Your Product(s) (as applicable); and (d) any terms provided by you or us and displayed on a Bulb Site at the time of the transaction in question. If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by: (i) credit card fraud for which we are responsible under Section S-1.4; or (ii) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us in accordance with the Service Fee Payments section of this Agreement for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes, but excluding any associated Referral Fees retained and not subject to refund by BULB) and all associated credit card association, bank, or other payment processing, re-presentation and/or penalty



fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us or our Affiliates.

S-4 Parity with Your Sales Channels.

Subject to this Section S-4, you are free to determine which of Your Products you wish to offer on a particular Bulb Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on any Bulb Site by ensuring that : (a) the Purchase Price and every other term of offer or sale of Your Product (including associated shipping and handling charges, Shipment Information, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable cancellation, return and refund policies) is at least as favorable to Bulb Site users as the most favorable terms upon which a product is offered or sold via Your Sales Channels (excluding consideration of Excluded Offers); (b) customer service for Your Products is at least as responsive and available and offers at least the same level of support as the most favorable customer services offered in connection with any of Your Sales Channels (this requirement does not apply to customer service for payment-related issues on Your Transactions, which we will provide); and (c) the Content, product and service information, and other information under Section S-1.1 regarding Your Products that you provide to us is of at least the same level of quality as the highest quality information displayed or used in Your Sales Channels. If you become aware of any non-compliance with (a) above, you will promptly compensate adversely affected customers by making appropriate refunds to them in accordance with Section S-2.2.

S-5 Compensation.

You will pay us: (a) all Bulb Marketplace transactions are processed through Bulb Payment Services. Bulb will deposit directly into the Sellers approved and verified bank account each day with payments 2-4 in arrears. Bulb will deduct an agreed upon percentage as a platform fee plus 2.5% in payment processing fees; (b) any other applicable fees described in this Agreement (including any applicable Program Policies).

S-6 Remittance of Sales Proceeds & Refunds.



Except as otherwise stated in this Agreement, we will remit to you your available balance on a daily basis with payments 4 business days in arrears (or at our option, more frequent) basis, which may vary for each Elected Country. For each remittance, your available balance is equal to any Sales Proceeds not previously remitted to you as of the applicable Remittance Calculation Date (which you will accept as payment in full for Your Transactions), less: (a) platform fee; (b) payment processing fees; (c) any other applicable fees described in this Agreement (including any applicable Program Policies); (e) any amounts we require you to maintain in your account balance pursuant to this Agreement (including payments withheld pursuant to Section 2 of the General Terms, Section S-1.4, and applicable Program Policies); and (f) any taxes that Bulb automatically calculates, collects and remits to a tax authority according to applicable law, as specified in the Tax Policies

We may establish a reserve on your account based on our assessment of risks to Bulb or third parties posed by your actions or performance, and we may modify the amount of the reserve from time to time at our sole discretion.

Net Sales Proceeds from non-invoiced orders will be credited to your available balance when they are received by us or our Affiliates. Sales Proceeds from invoiced orders will be credited to your available balance: (a) if you have elected in advance to pay a fee to accelerate remittance of Sales Proceeds from invoiced orders, on the day all of Your Products included in an invoiced order are shipped; or (b) otherwise, no later than the seventh day following the date that an invoiced order becomes due.

S-7 Control of Bulb Sites.

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Bulb Sites, including by redesigning, modifying, removing, or restricting access to any of them, and by suspending, prohibiting, or removing any listing.

S-8 Effect of Termination.

Upon termination of these Selling on Bulb Service Terms in connection with a particular Bulb Site, all rights and obligations of the Parties under these Selling on BULB Service Terms with regard to such



BULB Site will be extinguished, except that the rights and obligations of the Parties with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Term.

Selling on Bulb Definitions

"Bulb Refund Policies" means the return and refund policies published on the applicable Bulb Site and applicable to products and services offered via that Bulb Site.

"BMVD Product" means any book, magazine or other publication, sound recording, video recording, and/or other media product in any format, including any subscription, in each case excluding any software product, computer game, and/or video game.

"Excluded Offer" means any discount, rebate, promotional offer, or other term of offer and/or sale that you: (a) have attempted to make available through a particular BULB Site but that we do not honor or support (but only until such time as we honor or support the same on such Bulb Site); or (b) make available solely to third parties that either (i) purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers), or (ii) if the Elected Country is Canada, Mexico, or the United States, have affirmatively elected and opted-in to participate in your or one of your Affiliates' membership-based customer loyalty or customer incentive programs.

"Expected Ship Date" means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product; or (b) if you do not specify shipping availability information in such inventory/product data feed or that Your Product is in a product category that Bulb designates as requiring shipment within two (2) business days, two (2) business days after the date on which the relevant order is placed by the customer.

"Media Product" means any book, magazine or other publication, sound recording, video recording, software product, computer game, videogame, or other media product in any format, including any related subscription, offered through a Bulb Site.



"Purchase Price" means the total amount payable or paid for Your Product (including taxes and shipping and handling charges only to the extent specified in the applicable Tax Policies).

"Required Product Information" means, with respect to each of Your Products in connection with a particular Bulb Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU numbers, and other identifying information as Bulb may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Bulb from time to time); (d) categorization within each Bulb product category and browse structure as prescribed by BULB from time to time; (e) digitized image that accurately depicts only Your Product, complies with all BULB image guidelines, and does not include any additional logos, text or other markings; (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality); (h) any text, disclaimers, warnings, notices, labels, warranties, or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising, or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalog; (p) the state or country Your Product ships from; and (q) any other information reasonably requested by us (e.g., the condition of used or refurbished products; and invoices and other documentation demonstrating the safety and authenticity of Your Products).

"Seller-Fulfilled Products" means any of Your Products that are fulfilled using Your fulfillment processes.

"Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and delivery date.

"Street Date" means the date(s), if any, specified by the manufacturer, distributor, and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book)



should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

"URL Marks" means any Trademark, or any other logo, name, phrase, identifier, or character string, that contains or incorporates any top-level domain (e.g., .com, .edu, .ca, .fr, .jp) or any variation of a top level domain (e.g., dot com, dotcom, net, or com).

"Your Transaction" is defined in the General Terms of this Agreement; however, as used in these Selling on Bulb Service Terms, it means any and all such transactions through Selling on Bulb only.