

## POWER PROBE BRAND PROTECTION POLICY

Effective Date: November 1, 2022

This Power Probe Brand Protection Policy (the “Policy”) is issued by Power Probe Group, Inc. (“Power Probe”) and applies to Authorized Retailers of Power Probe products (“Product(s)”) in the United States of America. By purchasing Products from Power Probe for retail sale, you (“Retailer”) agree to adhere to the following terms. This Policy supplements any then-current retailer agreement between you and Power Probe. Until such status is otherwise revoked by Power Probe, in Power Probe’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer” hereunder. Power Probe may review Retailer’s activities for compliance with this Policy and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

**1. Online Sales.** Retailer is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- a. is operated by Retailer in Retailer’s legal name or registered fictitious name provided in advance to Power Probe;
- b. conspicuously states Retailer’s legal name or registered fictitious name and contact information;
- c. does not give the appearance that it is operated by Power Probe or any third party; and
- d. is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Power Probe may amend from time to time.

Retailer shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online platform other than a Permissible Public Website without the prior written consent of Power Probe. Power Probe reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this policy supersede any prior agreement between Power Probe and Retailer regarding the sale of the Products online.

**2. Sales Practices.** Retailer 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. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Power Probe. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Power Probe.

**3. Product Care, Customer Service, and Other Quality Controls.**

- a. Retailer shall comply with all instructions provided by Power Probe regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels or set forth in any applicable Product-specific agreement or policy.
- b. Retailer shall 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, unless approved in advance by Power Probe. Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Retailer shall not alter Products.
- c. Retailer shall not represent or advertise any Product as “new” that has been returned open or repackaged and shows signs of use.
- d. Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, defect, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to Power Probe.
- e. Retailer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Retailer must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.
- f. Retailer shall cooperate with Power Probe with respect to any Product tracking systems that may be implemented from time to time.
- g. Retailer shall cooperate with Power Probe with respect to any Product recall or other consumer safety information dissemination efforts.
- h. Retailer shall report to Power Probe any customer complaint or adverse claim regarding the Products of which it becomes aware. Retailer shall assist Power Probe in investigating any such complaints or adverse claims.
- i. Retailer shall cooperate with Power Probe in the investigation and resolution of any quality or customer service issues related to Retailer’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

**4. Intellectual Property.** Retailer is authorized to utilize the applicable “Power Probe” marks (“Trademarks”) for the sole purpose of promoting the sale of Products under this Policy and in the form and manner approved by Power Probe. Retailer agrees to display the Trademarks in good taste, in a manner that preserves their value, and in accordance with Power Probe’s trademark standards, as may be amended from time to time. Retailer shall not use or otherwise display the Trademarks on any written media without the prior written consent of Power Probe. Power Probe reserves the right to review and approve Retailer’s use or intended use of the Trademarks at any time, without limitation. All right, title, and interest in the Trademarks remains with Power Probe. Retailer’s right to use the Trademarks shall cease upon termination of Retailer’s status as an Authorized Retailer.

**5. Termination.** If Retailer violates this Policy, Power Probe reserves the right to terminate Retailer’s status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer’s status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Power Probe Products or has any affiliation whatsoever with Power Probe; and (iii) using all Trademarks.

**6. Modification.** Power Pole reserves the right to update, amend, or modify this Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Retailer’s continued use, advertising, offering for sale, or sale of the Products, use of the Trademarks, or use of any other information or materials provided by Power Probe to Retailer following notice of the amendments will be deemed Retailer’s acceptance of the amendments.

**7. Confidentiality.** This Policy, and its attachments, if any, constitute confidential, proprietary information of Power Probe 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 Power Probe.

**EXHIBIT A**  
**POWER PROBE ONLINE SALES GUIDELINES**

Reseller's approval to sell Company Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. A Permissible Public Website must not give the appearance that it is operated by Company or any third party.
2. A Permissible Public Websites must feature a professional and visually appealing design that is consistent with and will promote Company's image and goodwill with the target consumer population.
3. Anonymous sales are prohibited. Reseller's full legal name, or registered fictitious name provided in advance to Company, mailing address, email address, and telephone contact must be stated conspicuously on a Permissible Public Website and must be included with any shipment of Products from a Permissible Public Websites.
4. At Company'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.
5. A 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 Company for review upon request. Reseller agrees to cooperate with Company 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.
6. A Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards.
7. In marketing the Products on a Permissible Public Website, Reseller must only use images of Products either supplied by or authorized by Company and shall keep all Product images and descriptions up to date.
8. Reseller must have market acceptable delivery times for Products advertised on the Permissible Public Websites.
9. A Permissible Public Website must display Company's official "Authorized Online Seller" logo.
10. Reseller must provide exceptional customer service through a Permissible Public Websites including, but not limited to, providing shipping and tracking notifications to customers for any order placed on the Permissible Public Websites.
11. Reseller must share point of sale data with Company annually or as otherwise reasonably requested by Company. This data must include customer names, mailing addresses, and sales volume and unit data by SKU.
12. Reseller may only offer genuine parts for Company-branded Products through a Permissible Public Websites.