

TWENTY-THREEC, LLC AUTHORIZED THIRD-PARTY RESELLER POLICY

This Twenty-ThreeC, LLC Authorized Third-Party Reseller Policy (“Third-Party Reseller Policy”) is issued by Twenty-ThreeC, LLC (“Company”) and applies to Authorized Third-Party Resellers of Company products branded Oxbox™ (“Product(s)”) in the contiguous United States and Canada. By purchasing Products from a Company Authorized Reseller or Authorized Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by Company in its sole and absolute discretion, Reseller shall be considered an “Authorized Third-Party Reseller” hereunder. Company may review Reseller’s activities for compliance with this Third-Party Reseller Policy, and Reseller agrees to cooperate with any investigation, including but not limited to, permitting inspection of Reseller’s facility and records related to the sale of the Products.

(a) **Authorized Customers.** Unless Reseller obtains Company’s prior written consent, Reseller is authorized to sell Products only to certified heating, ventilation and air-conditioning (HVAC) contractors and installers who are located and/or whose shipping address is within the contiguous United States or Canada.

1. **Online Sales.** Reseller shall not advertise or sell Products on or through any website, online marketplace, mobile application or other online platform without the prior written consent of Company. The terms of this Third-Party Reseller Policy supersede any prior agreement between Company and Reseller regarding the sale of the Products on or through websites, mobile applications and other online platforms. Any authorization previously granted to Reseller by Company to sell the Products on or through a website, mobile application or other online platform is hereby revoked.

2. **Quality Controls and Customer Service.**

(a) Reseller shall comply with all instructions provided by Company regarding the storage, handling, shipping, disposal and other aspects of Products, including instructions provided on Product labels and any applicable Product-specific agreement or policy.

(b) Reseller shall sell Products in their original packaging only. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products) and other alterations are not permitted, unless approved in advance in writing by Company.

(c) Reseller shall not remove, translate or modify the contents of any label or literature on or accompanying the Products.

(d) Reseller shall not tamper with, deface or otherwise alter any serial number, UPC code or other identifying information on Products or their packaging.

(e) Reseller shall not represent or advertise any Product as “new” that has been returned open or repackaged and shows signs of use.

(f) Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, defect, evidence of tampering or other nonconformance (a “Defect”). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Company.

(g) Reseller 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.

(h) Reseller shall 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.

(i) Reseller shall cooperate with Company with respect to any Product tracking systems that may be implemented from time to time.

(j) Reseller shall cooperate with Company with respect to any Product recall or other consumer safety information dissemination efforts.

(k) Reseller shall promptly report to Company any customer complaint or adverse claim regarding the Products of which it becomes aware. Reseller shall assist Company in investigating any such complaints or adverse claims.

(l) Reseller shall cooperate with Company in the investigation and resolution of any quality or customer service issues related to Reseller's sale of the Products, including promptly disclosing information regarding Product sources, shipment, and handling.

(m) 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.

(n) Reseller shall not make any representations or warranties concerning Products except as authorized by Company.

(o) Reseller shall comply with all applicable laws, rules, regulations and policies, including but not limited to, those related to the advertising, sale and marketing of Products and Company's Brand Protection Policy.

(p) Reseller shall represent Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Company.

3. **Advertising and Promotion Policies.** Reseller shall comply with standards and guidelines provided by Company from time to time for the advertisement of Products and shall review and be familiar with Company's Minimum Advertised Price Policy.

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

5. **Termination.** If Company determines in its sole discretion that Reseller has violated this Third-Party Reseller Policy, Company reserves the right to terminate Reseller's status as an Authorized Third-Party Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Third-Party Reseller, Reseller shall immediately cease: (i) selling Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Third-Party Reseller of Products or has any affiliation whatsoever with Company; and (iii) using all Trademarks and other intellectual property belonging to Company.

6. **Modification.** Company reserves the right to update, amend or modify this Third-Party Reseller Policy from time to time by notifying Reseller of such changes by any reasonable means, including by providing written or electronic notice or posting a revised Third-Party Reseller Policy through any Company websites. Reseller agrees that it is Reseller's responsibility to regularly check Company's websites for any updated Third-Party Reseller Policy. 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 Trademarks or other intellectual property belonging to Company or use of any other information or materials provided by Company to Reseller following notice of the amendments will be deemed Reseller's acceptance of the amendments.

7. **Proprietary Information of Company.** This Third-Party Reseller Policy constitutes proprietary information of Company and shall not be used for any purpose other than the authorized advertising and sale of the Products.