

## **TWENTY-THREEC, LLC BRAND PROTECTION POLICY**

This Twenty-ThreeC, LLC Brand Protection Policy (the "Policy") is issued by Twenty-ThreeC, LLC ("Company") and applies to Authorized Resellers of Company products branded "Oxbox™" ("Product(s)") in the contiguous United States and Canada. By purchasing Products from Company for resale and/or distribution, you ("Reseller") agree to adhere to the following terms. This Policy supplements any then-current reseller agreement between you and Company. Until such status is otherwise revoked by Company, in Company's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller" hereunder. Company may review Reseller's activities for compliance with this 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 to certified and licensed heating, ventilation and air-conditioning (HVAC) contractors and installers. 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, invoice or promote the Products outside the United States of America or Canada without Company's prior written consent.

2. **Online Sales.** Reseller 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:

- (i) is operated by Reseller in Reseller's legal name or registered fictitious name provided in advance to Company;
- (ii) conspicuously states Reseller's legal name or registered fictitious name and contact information;
- (iii) does not give the appearance that it is operated by Company or any third party; and
- (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Company may amend from time to time.

**Reseller 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 Company.** Company 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 Policy supersede any prior agreement between Company and Reseller regarding the sale of the Products online.

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 Company. Reseller shall comply with any and all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of the Products, including but not limited to, this Policy and Exhibits A ("Online Sales Guidelines") and B ("Basic Brand Rules") attached herein. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Company.

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

(a) Reseller shall comply with all instructions provided by Company 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) Reseller 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 writing and in advance by Company. Reseller shall not remove, translate or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface or otherwise alter any serial number, UPC code or other identifying information on Products or their packaging. Reseller shall not alter Products.

(c) Reseller 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, 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.

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

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

(h) Reseller shall 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.

(i) 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 disclosing information regarding Product sources, shipment and handling.

5. **Intellectual Property.** Reseller is authorized to utilize the applicable “Oxbox” marks (“Trademarks”) for the sole purpose of promoting the sale of Products under this 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 Reseller.

6. **Termination.** If Reseller violates this Policy, Company 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 Company Products or has any affiliation whatsoever with Company; and (iii) using all Trademarks.

7. **Modification.** Company reserves the right to update, amend or modify this 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 Policy through any Company websites. Reseller agrees that it is Reseller’s responsibility to regularly check Company’s websites for any updated 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 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.

8. **Proprietary Information of Company.** This Policy and its attachments, if any, constitute proprietary information of Company and shall not be used for any purpose other than the authorized advertising and sale of the Products.

Reseller’s Initials \_\_\_\_\_

**EXHIBIT A**  
**TWENTY-THREEC, LLC 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. The Permissible Public Websites must not give the appearance that they are operated by Company or any third party.
2. The 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 the Permissible Public Websites and must be included with any shipment of Products from the 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. 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 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. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility and data security laws, regulations and industry standards.
7. 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. Reseller must fulfill orders in a timely manner.
8. Unless separately authorized by Company in writing, Reseller shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Reseller fulfill orders in any way that results in the shipped Product coming from stock other than Reseller's.
9. In marketing Products on Permissible Public Websites, Reseller must only use images of Products either supplied by or authorized by Company. Reseller must accurately represent and describe the Products on the Permissible Public Websites and must keep all Product descriptions and images up-to-date.
10. Reseller must have market acceptable delivery times for Products advertised on the Permissible Public Websites.
11. Reseller must provide exceptional customer service through the Permissible Public Websites including but not limited to, providing shipping and tracking notifications to customers for any order placed on the Permissible Public Websites.
12. Reseller must share point of sale data with Company monthly or as otherwise reasonably requested by Company. This data must include customer names, mailing addresses and sales volume and unit data by SKU.
13. Reseller may only offer genuine parts for Company brand Products through the Permissible Public Websites.

EXHIBIT B  
TWENTY-THREEC, LLC BASIC BRAND RULES

## OXBOX<sup>®</sup> THE BASIC BRAND RULES

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- Use correct logos, colors, proportions
  - See right – and [oxboxhvac.com](http://oxboxhvac.com)
- Use correct brand language and marks, correctly referencing the brand endorsement:
  - YES: Oxbox<sup>®</sup>, a Trane<sup>®</sup> brand
  - YES: Oxbox<sup>®</sup>, endorsed by Trane<sup>®</sup>
  - YES: Oxbox<sup>®</sup>
  - NO: Oxbox by Trane (cannot say “by Trane” or “made by Trane”) or Oxbox Trane / Trane Oxbox
- Do not put ox head icon directly next to Oxbox logo (must be separate – see right)
- Do not use any Trane logos
- Do not reference any other Trane brand

