

**JET EQUIPMENT & TOOLS LTD
CANADA INTERNET DISTRIBUTOR RESELLER POLICY**

By purchasing JET Equipment & Tools LTD products for resale, you agree to adhere to this Reseller Policy.

In order to ensure JET Equipment & Tools LTD operating as SureWerx (“SureWerx”) resellers are able to sustain healthy margins on SureWerx products and ensure that SureWerx’s end-users are being provided a quality sales experience and customer support, SureWerx has announced this Reseller Policy (the “Reseller Policy”). SureWerx believes that its end-user customers are best served by having resellers who market SureWerx’s products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

SureWerx has also decided that, in order to maintain and protect the viability of the SureWerx reseller network for its products, in order to protect the value associated with SureWerx’s brands in connection with its products, and in order to ensure high-quality support by resellers to end-users of those products, resellers must comply with the following terms and conditions:

1. **Internet Sales.** In order for Internet Reseller to sell SureWerx Products on their own Internet website, Reseller must submit their website to reseller@surewerx.com and received written approval. SureWerx reserves the right to deny or rescind the right of any seller from selling on the Internet;
2. **Internet Marketplace Sales.** Internet Reseller is prohibited from selling SureWerx products on Internet Marketplaces like amazon.com, Walmart.com or ebay.com, unless Reseller applies, is approved by SureWerx and executes an Authorized Internet Marketplace Reseller Agreement;
3. **Diversion.** Internet Resellers shall not transship or divert products, including selling the products to others for resale. Specifically, internet resellers shall not sell or transfer any SureWerx products to any person or entity for resale or make any unauthorized sales of SureWerx Products. Resellers agree to restrict, cease, or limit the sale of SureWerx products to anyone at the request of SureWerx;
4. **Geographic Sales Boundary.** Internet Resellers may only sell and advertise for sale SureWerx products within the Canada, including but not limited to territories, protectorates and other annexations. SureWerx hereby prohibits resellers from soliciting or consummating sales outside of Canada without written permission.
5. **Intellectual Property and Website Content.** Internet Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products to End-Users within the Territory, subject to the restrictions and limitations described in Schedule A of this Agreement.
6. **URLs/ Domains**

Internet Reseller’s domain(s) and URL(s) must **not** contain the word “SureWerx” or any current or future trademarks or brands of SureWerx, including any variation or combination of these words or trademarks with each other or with other words. Examples of prohibited domain names and URLs:

www.joesSureWerxheadquarters.com
www.joesSureWerxshop.net

Exception: Trademarks authorized by SureWerx for online use by Reseller (the “Authorized Marks”) may appear in the text to the right of the “.com/” extension. For example:

Allowed:	www.joesshop.com/SureWerx.htm
Prohibited:	www.joesshop. SureWerx.com/SureWerx.htm

7. **Sales Practices.** Internet Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by SureWerx. Internet Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of SureWerx products;
8. **Quality Controls.** Internet Resellers shall comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by SureWerx;
9. **Service.** Internet Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all SureWerx products marketed for sale and must obtain sufficient product

knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy;

10. **Product Packaging.** SureWerx reserves the right to prohibit Internet Reseller from advertising or selling SureWerx products in altered or different packaging. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products; and
11. **Additional Terms and Conditions.** Internet Resellers agree to comply with the additional terms and conditions, including trade terms and policies, set forth by SureWerx from time to time which may be changed by SureWerx in its sole discretion.

SureWerx reserves the right to update, amend, or modify this Internet Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a reseller's continued use, advertising, offering for sale, or sale of the products will be deemed reseller's acceptance of the amendments.

If SureWerx determines that a reseller is in violation of this Reseller Policy, SureWerx may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the reseller or instructing its distributors to refuse to accept orders from the reseller.

Any questions regarding this Reseller Policy must be emailed to: reseller@surewerx.com

SCHEDULE A

Intellectual Property Restrictions and Limitations

1. Internet Reseller shall ensure that the Licensed IP is:
 - a. used in conjunction with the ® or TM designations as directed by SureWerx;
 - b. not modified in any manner without the prior written consent of SureWerx;
 - c. used alone without any other terms, marks, or designs which may detract from the Licensed IP; and
 - d. displayed according to specifications which SureWerx may provide or amend from time to time.
2. Internet Reseller shall perform all acts requested by SureWerx to ensure that the nature and quality of Internet Reseller's use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP. Internet Reseller is specifically prohibited from registering or using any domain name containing any SureWerx owned or licensed brand names or any other trademark used or owned by SureWerx.
3. Internet Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of SureWerx. Internet Reseller shall not do anything inconsistent with SureWerx's ownership of the Licensed IP, including, but not limited to, using, causing, or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), metadata tag, or as a keyword or search engine term. Internet Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or SureWerx's title to or rights in the Licensed IP.
4. Internet Reseller shall not use the Licensed IP in a manner that disparages SureWerx or the Products, blurs, dilutes, or otherwise diminishes the Licensed IP, or portrays SureWerx, its brands, or the Products in a false or poor light.
5. Upon termination of this Agreement, Internet Reseller shall immediately discontinue and abandon its use of the Licensed IP, shall cease to advertise or represent itself as an authorized Internet Reseller, and shall cease to market, advertise, offer to sell, and/or sell the Products. Internet Reseller must promptly return to SureWerx all confidential information, including, but not limited to, all documents and information concerning prices, marketing, advertising, and promotional activities (the "Confidential Information").
6. Internet Reseller shall promptly inform SureWerx of any action or conduct of any person which may infringe upon any of SureWerx's intellectual property rights. Internet Reseller shall cooperate fully with SureWerx in connection with any legal action taken by SureWerx in connection with any such infringement.