



AUTHORIZED ONLINE RESELLER POLICY
Effective January 1, 2019

Rubbermaid Commercial Products LLC (“RCP”) is a leading manufacturer of innovative, solution-based products for commercial and institutional markets worldwide. RCP has pioneered innovative technologies and system solutions in the categories of food services, sanitary maintenance, waste handling, material transport, away-from-home washroom, and safety products. RCP’s brands are strongly associated with exceptional quality, innovative design, and extraordinary durability. RCP has a strong interest in preserving and protecting the value of its intellectual property, properly supporting online sales, and ensuring that its brands and products are appropriately marketed and presented to customers. For these reasons, RCP has determined it is in the best interest of RCP brands to adopt this Authorized Online Reseller Policy.

RCP resellers may be designated Authorized Online Resellers as used herein, (“you” or “Authorized Online Reseller”) by complying with the terms of this Authorized Online Reseller Policy. To qualify for and maintain the designation, the Authorized Online Reseller agrees to be bound by, and to comply with, the terms of this Policy at all times. RCP may amend or supplement this Policy at any time. Interpretation of this Policy is at the sole discretion of RCP. RCP may suspend or terminate a reseller’s designation as an Authorized Online Reseller at any time, at its sole discretion.

The information contained herein is considered confidential and proprietary to RCP. The information herein shall be held in confidence, shall not be disclosed to any third party, and only disclosed to personnel within your organization on a need to know basis. The information is governed by the Uniform Trade Secrets Act and any confidentiality agreement entered into between you and RCP.

I. General Requirements

These general requirements apply to all Authorized Online Resellers, including both retailers (resellers who sell to end-users) and distributors (resellers who sell to other distributors or to retailers, including wholesalers, co-ops, brokers and buying groups), regardless of mode of distribution or sale. All Authorized Online Resellers must comply with these general requirements. Noncompliance may result in suspension or termination of the Authorized Online Reseller’s designation or any other sanction described herein or permitted by law.

A. Intellectual Property

The RCP brand names and all RCP trademarks, trade names, product depictions, colors, graphics or logos, whether or not registered (the “Marks”), remain the sole and exclusive property of RCP and nothing arising out of the relationship between RCP and any reseller conveys to the reseller

any ownership rights in the Marks. Any and all use of the Marks by you or any Authorized Online Reseller inures to the benefit of RCP. Authorized Online Resellers may use the Marks only in the advertising, promotion and sale of authentic RCP products in compliance with the terms of this policy. Authorized Online Resellers shall have no right to authorize its customers to use the Marks or otherwise transfer any rights to the Marks to any other entity unless otherwise agreed in writing. The Marks must be used exactly in the form provided and in conformity with any RCP trademark usage policies or guidelines, including, but not limited to shape, color match and imprint quality. Any proposed deviation must be approved in writing by RCP prior to use, in RCP's sole discretion.

The Authorized Online Reseller must obtain written authorization from RCP prior to any use of the Marks in any advertising or promotion capacity. RCP reserves the right to request samples for prior to approval or otherwise withhold authorization in its sole discretion. Additionally, no Authorized Online Reseller may use product depictions, graphics, logos or text relating to RCP products that have not been provided by RCP in connection with the advertising, promotion, training materials, other marketing collateral or the sale of RCP products without RCP's prior review and written approval of each such use. Except as set forth in Section II.B below, or in a separate written license agreement, no person, including an Online Reseller may use the Marks or any mark confusingly similar thereto in or as part of any (i) domain name *or URL* on the Internet, (ii) trademark or service mark, or (iii) company or trade name. Without limiting the foregoing, Authorized Online Resellers have no right to use all or any part of the Marks or any mark confusingly similar thereto on any business cards, letterhead, business signs, or forms of any kind. Authorized Online Resellers will not use, register or attempt to register the Marks or any mark confusingly similar thereto. Authorized Online Resellers will not take any action which dilutes the distinctiveness of the Marks, and will not directly or indirectly challenge or impair the validity thereof. Authorized Online Resellers will not adopt or use any terms, designations or marks which may cause a likelihood of confusion, mistake or deception with the Marks. Authorized Online Resellers represent and warrant that they will take no action that would threaten to injure the image or reputation of RCP or its affiliates or the goodwill associated with the Marks. Authorized Online Resellers shall cooperate in good faith with RCP for the purpose of securing, preserving, and protecting its rights in the Marks.

Any action on the part of an Authorized Online Reseller that violates the terms of this policy or otherwise impairs the value of or goodwill associated with the Marks or is otherwise not in conformity with RCP's standards may result in the suspension or termination of the reseller's authorization or any other remedy permitted by law. The authorization to use any Marks shall terminate effective upon expiration or termination of an Online Reseller. In the event that an Authorized Online Reseller is terminated for any reason that Authorized Online Reseller shall immediately cease all use of all Marks.

B. Sales to end users or authorized resellers only

Authorized Online Resellers are not permitted to sell RCP products to any party who sells RCP products online and is not an Authorized Online Reseller. Further, Authorized Online Resellers shall not otherwise assist in or facilitate sales of RCP products by an online reseller that is not an Authorized Online Reseller without the written consent of RCP. Before selling RCP products to any party for online sales, the Authorized Online Reseller must contact its account representative to obtain assurance that the prospective purchaser is an Authorized Online Reseller. In addition,

an Authorized Online Reseller may not conduct the business of selling RCP products under a trade name that has not been communicated to and approved by RCP. Failure to comply with the terms of this section may result in the suspension or termination of the reseller's authorization to sell RCP products and any other remedy permitted by law.

RCP products are designed, manufactured and packaged to country-specific requirements. The sale of RCP products into geographic areas in which the products were not intended to be sold is strictly prohibited. Products intended for resale in North America may not be suitable for use with electrical systems outside of North America, may not comply with codes in effect outside of North America and may not provide the warnings and instructions required in countries outside of North America. Additionally, end-users located outside of North America may not have access to product service, accessories, replacement parts, and safety and recall notices relating to RCP products that are intended for sale in North America. Authorized Online Resellers located in North America may only sell RCP products to end-users and other resellers that, in each case, are also located in North America and in a manner that complies with this policy. Sales of RCP products to end-users or resellers located in geographic areas in which the products were not intended to be sold may breach agreements with RCP or otherwise violate applicable laws and regulations. Such conduct may result in the suspension or termination of the Authorized Online Reseller's authorization and other remedies permitted by law.

II. Online Distributors

A. RCP data sharing

All data regarding RCP products acquired by the Authorized Online Reseller by reason of its status as an Authorized Online Reseller shall be shared with, and may be used by, RCP for any lawful purpose. The data the Authorized Online Reseller agrees to share includes, but is not limited to consumer data, RCP sales information, close rate from click-throughs, and site search engines results. The Authorized Online Reseller must adhere to supplying or providing the opportunity to access the data at intervals as determined by RCP and at RCP's request. The Authorized Online Reseller is solely responsible for design and development of its website. The Authorized Online Reseller bears the sole risk, responsibility and liability for infringement of the intellectual property rights of others.

B. Additional Requirements:

In addition to the general requirements outlined in Section I and Section II.A above, all Authorized Online Resellers must comply with all other applicable RCP policies including, but not limited to RCP's MAP and Authorized Resellers policies (where applicable)

Noncompliance with any of the requirements set forth in this Section II may result in the loss of any benefit provided herein, the suspension or termination of the Online Reseller's authorization or any other sanction described herein or permitted by law.