INDEPENDENT SALES REPRESENTATIVE MANUAL

Whitmore Manufacturing, LLC ("Company") is a global provider of innovative products and services which increase the reliability, performance and lifespan of industrial assets. Company manufactures high performance lubricants, friction modifiers, application equipment, lubrication management systems, desiccant breathers and cleaners designed to meet the specific needs of each industry and application. Industrial customers worldwide rely on Company to deliver the performance engineered solutions they can count on even in the most adverse conditions and demanding environments. Since its founding in 1893, Company has made significant investments in its brand image— emphasizing both the high quality and performance of its products. Company also recognizes that its independent sales representatives invest appreciable time and resources to deliver the level of service our customers have come to expect and deserve.

In order to ensure Company maintains these standards, Company has developed this Independent Sales Representative Manual (this "Manual") to document many of the terms and conditions that apply to Company's relationships with its independent sales representatives, and to create a level of transparency for all of Company's channel partners in the supply chain.

This Manual, together with the Commercial Terms (including all CT Schedules), form the "Agreement" between Sales Rep and Company. This Manual does not restrict Company's right to manage its sales and distribution channels and to make and change its decisions regarding Sales Reps and others with whom it does business. The terms and conditions in this Manual are non-negotiable and Company may modify this Manual at any time. All modifications will be notified to Sales Rep in a timely manner.

Through the execution of the corresponding Commercial Terms, Sales Rep may conduct business with any of Company's wholly owned subsidiaries, unless notified otherwise by Company. Accordingly, references to "Company" throughout this Manual and elsewhere in the Agreement will be deemed references to the Entity that countersigns Sales Rep's Commercial Terms.

1. DEFINED TERMS; CONSTRUCTION

1.1. Defined Terms. The term "Sales Rep" as used throughout this Manual refers to any Entity that has established an independent sales representative relationship with Company through the execution of the Commercial Terms. Sales Rep and Company may be referred to each individually as a "Party" and collectively as the "Parties." All other capitalized terms used throughout this Manual, that are not otherwise defined in the section in which they first appear, will have the meanings set forth in **Appendix A**.

1.2. Construction. Unless the context of the Agreement clearly requires otherwise (a) the headings used in the Agreement are inserted for purposes of convenience of reference only and will not limit or define the meaning of any provisions of the Agreement; (b) references to the plural include the singular and vice versa; (c) references to any Entity include such Entity's permitted successors and assignees; (d) references to one gender, masculine, feminine, or neuter, include all genders; (e) references to any obligation in the Agreement on a Party not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done by the Party or any Entity under its direction; (f) the term "day" refers to a calendar day; (g) any partial period of time subject to provisions governed by "yearly" terms will be prorated on a 12-month basis and any partial period of time subject to provisions governed by "monthly" terms will be prorated on a 30-day basis; (h) the terms "including," "includes," or "in particular" are not limited but are deemed to have the words without limitation following them; (i) references to "writing" or "written" include e-mail; (j) where the context permits, the terms "other" and "otherwise" are illustrative and will not limit the sense of the words preceding them; and (k) the terms "hereof," "herein," "hereby," "hereunder," and similar terms in the Agreement refer to the Agreement as a whole and not to any particular provision of the Agreement, article, paragraph, section, and/or a subsection, unless otherwise specified.

1.3. Terms of Agreement Prevail. The Parties intend for the terms and conditions of the Agreement to exclusively govern and control each of the Parties' respective rights and obligations regarding the subject matter of the Agreement. Without limiting the foregoing, any additional, contrary or different terms contained in any invoice or PO, and any attempt to modify, supersede, supplement or otherwise alter the Agreement, will not modify the Agreement unless approved in writing by authorized Representatives of both Parties.

1.4. Order of Precedence. If there is a conflict between the terms and conditions of this Manual and the terms and conditions of the Commercial Terms, those of the latter will take precedence and govern.

2. GENERAL TERMS AND CONDITIONS OF THE SALES REP RELATIONSHIP

2.1. Status as Independent Contractor.

2.1.1. Sales Rep is an independent contractor pursuant to the Agreement.

2.1.2. Nothing in the Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties or an employee/employer relationship. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any Customer or other Third Party.

2.1.3. The operations of Sales Rep are subject to the sole control of Sales Rep. All Personnel of Sales Rep are Representatives of Sales Rep and not of Company. Without limitation of the foregoing, Sales Rep is solely responsible for, at its own expense (a) providing office space and facilities, and such Personnel (and their training) necessary to carry out its obligations under the Agreement; and (b) compensating all Sales Rep Personnel for any services rendered in connection with the performance of the Agreement.

2.1.4. Sales Rep will be solely responsible for any and all costs or expenses incurred in the performance of Sales Rep's obligations under the Agreement, including the payment of all taxes, assessments, excises or other governmental charges imposed upon Sales Rep in the course of performing the Agreement.

2.2. General Services. Sales Rep will:

2.2.1. perform business development services to develop new sales leads;

2.2.2. provide technical, sales and field trial support services for Customers;

2.2.3. provide consulting services to evaluate and develop new distribution channels for the Products;

2.2.4. market, promote and solicit the sale of the Products to prospective customers and existing Customers consistent with good business practice, in each case using its commercially reasonable efforts;

2.2.5. provide quotes, submittals and other elements that are readily accessible from public or Sale Rep specific sources in order to obtain approvals and supply pertinent information to the extent that it does not hold up or delay the progress of PO;

2.2.6. initiate and attend sales calls and meetings with prospective customers and existing Customers;

2.2.7. develop and execute a sales and marketing plan intended to fulfill its obligations under the Agreement;

2.2.8. observe all reasonable directions and instructions given to it by Company in relation to the marketing, advertisement and promotion of the Products to the extent that such marketing materials, advertisements or promotions refer to the Products or otherwise use Company's Trademarks;

2.2.9. market, promote and solicit the sale of the Products and conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of Company;

2.2.10. promptly notify Company of any complaint or adverse claim from a Customer about any Product or its use of which Sales Rep becomes aware;

2.2.11. promptly notify Company of any circumstances indicating a Customer's inability or refusal to make payment under any PO of which Sales Rep becomes aware;

2.2.12. provide, upon Company's reasonable request, reasonable assistance to Company to collect payment from Customers of amounts due under POs. Notwithstanding the above, Company will be responsible for all credit risk with respect to Customers, and for collecting payment under all POs;

2.2.13. promptly forward to Company (without deduction) any amount received from a Customer, with endorsements if necessary;

2.2.14. have and maintain sufficient knowledge of the industry and Competing Goods (including specifications, features and benefits) so as to be able to explain in detail to Customers the differences between the Products and Competing Goods; and

2.2.15. respond to Customers with respect to the general function and use of the Product, including (a) acting as a liaison between Customers and Company in matters requiring Company's participation; (b) providing general Product information and support; and

(c) collecting from Customers relevant technical problem identification information.

2.3. Stored Goods. If so selected in the Commercial Terms, the following provisions will apply to the Parties with respect to any Products stored by Sales Rep on Company's behalf (the "Stored Goods"):

2.3.1. In order to meet the demands of Customers in the Territory, Company will periodically send shipments of Stored Goods to Sales Rep from time to time during the Term and Sales Rep will provide Company warehousing/distribution center, storage, handling, delivery and related services (the "Services") for the Stored Goods at its facility located at the "Address" in the Commercial Terms or such other location agreed to by Company (the "Warehouse"). Shipments of Stored Goods from Company to Sales Rep will be pursuant to DAP – the Warehouse – Incoterms 2020 (the "Shipping Terms").

2.3.2. Sales Rep will inspect the Stored Goods upon delivery to the Warehouse and agrees to accept the bill of lading, express receipt or similar delivery document as conclusive evidence of quantity, condition and quality of the Stored Goods, unless Sales Rep immediately notifies Company in writing of any discrepancy with the quantity, condition or quality ("Nonconforming Goods"). Sales Rep agrees to return any Nonconforming Goods to Company at Company's expense pursuant to EXW – the Warehouse – Incoterms 2020.

2.3.3. Following Company's acceptance of a PO for Stored Goods from a Customer (whether received directly from the Customer or through the Sales Rep via the System), Company will send Sales Rep confirmation to release and drop ship or otherwise deliver the Stored Goods to the Customer (a "Release Confirmation"). Upon receipt of a Release Confirmation, Sales Rep will deliver the Stored Goods to the Customer pursuant to the shipping terms set forth in the Release Confirmation. Company may cancel a Release Confirmation at any time without obligation. Company authorizes Sales Rep accept card-present credit card payments from Customers and deliver Stored Goods to such Customers; provided, Sales Rep enters the corresponding PO into the System and maintains records of the sale.

2.3.4. Sales Rep will (i) use commercially reasonable efforts to deliver all Stored Goods to Customers on or before the date specified in the Release Confirmation; and (ii) properly pack the Stored Goods in such a manner suitable for handling and transportation to protect the integrity of the Stored Goods and ensure they remain free of damages.

2.3.5. Sales Rep will provide the Services in accordance with all applicable Laws and all current warehousing best practices, as well as any rules and regulations applicable to the packaging, handling, storage and delivery of the Stored Goods in the Territory. The Stored Goods will at all times be subject to the direction and control of Company. Upon Company's request, Sales Rep will promptly return the Stored Goods or any portion thereof to Company.

2.3.6. Sales Rep represents and warrants that the Warehouse is appropriate for and conducive to the storage of goods such as the Stored Goods and will maintain the Warehouse in suitable condition for storing the Stored Goods consistent with generally accepted industry standards for warehousing, free from hazards and damage of any nature whatsoever at all times during the Term. If, at any time, Company believes that the Warehouse is no longer appropriate for the proper storage of the Stored Goods, Sales Rep may (i) relocate the Stored Goods to an alternate facility suitable for the storage of the Stored Goods, at Sales Rep's expense; or (ii) terminate the Services.

2.3.7. Sales Rep will not alter, combine with other products, re-label, mislabel or modify any of the Stored Goods or put any of the Stored Goods to any use other than for the fulfillment of Release Confirmations.

2.3.8. Specifically, Sales Rep will (i) abide by the instructions listed on the Stored Goods for their handling and storage; (ii) clearly identify the Stored Goods located at the Warehouse as the property of Company by conspicuous sign or placard; (iii) to the extent practicable, segregate the Stored Goods from any and all other goods and property of Sales Rep located at the Warehouse; (iv) store the Stored Goods in a physically secure area in the Warehouse under conditions that are designed to maintain their stability, integrity, and effectiveness, and protect them from damage or deterioration; and (v) institute a process to ensure rotation of inventory of the Stored Goods to ensure that the Stored Goods with the earliest expiration dates are distributed to Customers first.

2.3.9. Sales Rep will maintain adequate insurance covering the Stored Goods (in no event less than the full replacement value of the Stored Goods) while stored at the Warehouse and while in transit for delivery to Customers, and will include Company as additional insured under such insurance policies.

2.3.10. Company reserves the right to charge Sales Rep the cost of any Stored Goods that must be destroyed or returned for rework due to shelf-life expiration as a result of Sales Rep's failure to properly rotate the inventory of Stored Goods.

2.3.11. Sales Rep must conduct a physical count of the Stored Goods once a year, or as requested by Company and report the results of the inventory to Company. Furthermore, at least once a year, Company may audit the Warehouse to make a physical inventory of the Stored Goods.

2.3.12. In consideration of the Services, Company will pay Sales Rep a Commission on the Net Sales Price of the Stored Goods delivered to Customers as outlined in the Commercial Terms.

2.3.13. Risk of loss to the Stored Goods transfers to Sales Rep in accordance with the Shipping Terms. Title to the Stored Goods will be retained by Company unless and until they are purchased by a Customer, in which case transfer of title will transfer to the Customer simultaneously with the transfer of risk of loss pursuant to the shipping terms set forth in the Release Confirmation (Incoterms 2020).

2.3.14. Sales Rep will cooperate with and assist Company with establishing and maintaining Company's (i) title to the Stored Goods which have not been purchased by a Customer and (ii) priority of ownership interest in and to such Stored Goods.

2.3.15. Sales Rep will maintain the Stored Goods free and clear of and from and against all liens and encumbrances of any nature whatsoever. Sales Rep will indemnify and hold Company harmless from and against any Damages caused by acts of Sales Rep which result in any such liens or encumbrances being placed upon any of the Stored Goods, including all costs, fees and expenses incurred by Company in commencing or participating in such proceedings as are necessary for Company to defend its ownership interest in the Stored Goods.

2.3.16. Either Party may terminate the Services pursuant to the terms and conditions of the Agreement. Sales Rep will (a) prepare the inventory of Stored Goods for shipment back to Company at its expense; and (b) ship the Stored Goods to Company EXW – the Warehouse – Incoterms 2020 within 10 days following termination of the Services. Sales Rep agrees that if Sales Rep fails to return the Stored Goods within this period of time Sales Rep will have been deemed to purchase the remaining inventory of Stored Goods, payment for which will be due within 10 days following Sales Rep's receipt of Company's invoice for same, subject in any case to Section 3.5.

2.4. Business Plan. To execute strategic plans and meet sales goals for sales of the Products in the Market in the Territory, Sales Rep agrees to (a) play an active role in Company's business planning process to assist Company in developing and maintaining periodic business plans for sales in in the Market in the Territory (the "Business Plan"); (b) participate in business review meetings and present progress against the Business Plan; (c) set forth action plans to correct sales trends that indicate that sales targets and performance standards will not be met; and (d) list new and lost business by Customers with detailed explanations and statistics. The Business Plan may include (a) a complete competitive market analysis for the Products by identifying all other products available in the Market in the Territory that are Competing Goods, including, but not limited to, brand name, manufacturer and price; (b) specific target growth rates for the Market in the Territory; and (c) a marketing strategy, including any applicable advertisement schedules to market the Products in the Market in the Territory. The Business Plan will form a part of the Agreement and be subject to its terms and conditions.

2.5. Territory; Market. Sales Rep will be assigned the Markets and Territory, which may be subject to change from time to time through written notice by Company as part of the Business Plan maintenance or through an amended and restated CT Schedule.

2.6. Performance Metrics. The Parties agree to work together to develop specific metrics regarding minimum sales and growth volumes applicable to Sales Rep ("Performance Metrics") to be included in the Business Plan. If Sales Rep fails to meet the Performance Metrics or, in Company's determination, fails to make substantial progress towards the achievement of the Performance Metrics, Company, in Company's sole discretion, may: (a) terminate the Agreement upon 30 days' prior written notice; (b) eliminate of one or more of the Products from the Agreement; (c) modify or otherwise reduce or restrict the Market and/or Territory; or (d) eliminate or modify any exclusivity, preferential or pre-emptive rights, to the extent provided under the Agreement.

2.7. Competing Goods. Sales Rep acknowledges that (a) the nature of the Agreement places Sales Rep in a position of trust and confidence with Company; and (b) Company's ability to preserve and protect the value of its brand in the Market in the Territory is of great competitive importance and commercial value to Company. As such, and in light of Company's legitimate business interest and the good and valuable consideration that will be paid to Sales Rep under the Agreement, Sales Rep is prohibited from promoting or facilitating the purchase and sale, either directly or indirectly, of any Competing Goods. If at any time, Sales Rep becomes aware that (a) it has been or is likely to start promoting or facilitating the purchase and sale of Competing Goods; or (b) it has been or is likely to start promoting or facilitating the purchase and sale of Products outside the Market or outside the Territory, Sales Rep must immediately notify Company. Within 10 days of Company's receipt of Sales Rep's notification or at any time Company discovers that Sales Rep is engaging in any of the foregoing, Company will have the remedies set forth in Section 2.6.

2.8. Prohibited Acts. All pricing, representations, warranties, specifications, procedures and other terms of sale with respect to the Products is under the exclusive control of Company. Sales Rep has read and understands the Company's Product warranties, and understands that any representation beyond the scope thereof will be at Sales Rep's own initiative and risk. Notwithstanding anything to the contrary in the Agreement, Sales Rep will not, directly or indirectly (a) make any representations, warranties, guarantees, indemnities, similar claims or other commitments apparently or ostensibly on behalf of Company to any Customer with respect to the Products that are additional to or inconsistent with any then-existing pricing, representations, warranties, guarantees, indemnities, similar claims or other commitments in the Agreement or any written documentation provided by Company; (b) engage in any unfair, anti-competitive, misleading or deceptive practices respecting the Products, including any product disparagement; (c) sell, market, advertise, promote, solicit the sale of or offer to sell any Competing Goods, except to the extent this restriction is prohibited by applicable Law; or (d) service, repair, modify, alter, replace, reverse engineer or otherwise change the Products, except as explicitly authorized in the Agreement or in a separate written agreement with Company. Pursuant to Section 6.4 hereof, Sales Rep shall indemnify and hold harmless Company from and against all Claims and Losses which result from any representation or warranty made by Sales Rep in violation of this Agreement.

2.9. Non-solicitation. During the Term and for a period of 18 months thereafter, Sales Rep will not, and will not permit its Representatives to, directly or indirectly, in any manner make any solicitation to employ Company's personnel without written consent of Company. For the purposes of this Section, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, will not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto is not a breach of this Section. Sales Rep's obligation under this Section will survive any termination of the Agreement.

2.10. Code of Conduct. Sales Rep hereby acknowledges that it has read and understands, and fully agrees to adhere to, the Business Partner Code of Conduct which is available at https://cswindustrials.gcs-web.com/static-files/22a735f1-ab5a-42c0-bf98-43a0b49e08c5.

2.11. Company Obligations. During the Term, Company will endeavor to:

2.11.1. provide any information and support to Sales Rep that Company generally makes available to its sales representatives and distributors regarding the marketing, advertising, promotion and sale of the Products in the Market in the Territory;

2.11.2. allow Sales Rep to participate in appropriate marketing, promotional and sales programs that Company may make generally available to its sales representatives and distributors of the Products in the Market in the Territory;

2.11.3. provide Sales Rep with reasonable quantities of current promotional information and material that Company generally provides to its sales representatives and distributors for use with the Products in the Market in the Territory;

2.11.4. provide to Sales Rep at no charge or minimal cost, Product samples that are not intended for resale; and

2.11.5. keep accurate records of all sales of Products through Sales Rep and submit to Sales Rep periodic reports indicating total sales to Customers and the amount of Customer payments received by Company with respect to such sales.

2.12. Excluded Customers. Company does not appoint Sales Rep as a sales representative for Excluded Customers. Sales Rep acknowledges and agrees that it is not entitled to any Commissions or other compensation for any sale made by Company to an Excluded Customer.

2.13. Customer POs.

2.13.1. All POs solicited by Sales Rep from Customers are subject to approval, rejection or modification by Company. Unless agreed to otherwise in the Commercial Terms (i.e., authority to process credit card sales of Products), Sales Rep will have no authority to enter into any PO on behalf of Company or to otherwise bind Company to sell or deliver any Products to a Customer.

2.13.2. If applicable, Company will grant Sales Rep a license to access and use Company's ERP system (the "System") for purposes of entering Customer POs directly into the System on Company's behalf. Sales Rep agrees to maintain proper records of all POs received from Customers.

2.13.3. Sales Rep agrees that if a Customer returns Product on the basis that the Customer did not authorize the purchase (a "Disputed Purchase"), (a) Sales Rep will be charged a restocking fee equal to 15% of the Net Sales Price of the Disputed Purchase (the "Restocking Fee") if returned to Company; (b) Sales Rep will not be eligible to receive any Commissions on the Disputed Purchase; and (c) Company may claw back any Commissions paid to Sales Rep for the Disputed Purchase and deduct same and any Restocking Fee from future Commission earned by Sales Rep.

2.13.4. Company reserves the right, in its sole discretion, to (a) accept, or decline to accept, any PO for Products, whether or not solicited by

Sales Rep; (b) cancel, terminate or modify any PO previously accepted by Company; or (c) negotiate any terms and conditions of the PO with a Customer, including modifying the purchase price or payment terms.

2.14. Availability of Products. Company may, in its sole discretion (a) discontinue the sale of the Products; (b) reduce or allocate its inventory of Products; and (c) effect changes to any of the Products (except where continued availability is required by Law).

2.15. General Warranties. Each Party represents and warrants to the other Party that (a) it is duly organized, validly existing, and in good standing as a corporation or other Entity as represented herein under the Laws of its jurisdiction of incorporation, organization, or chartering; (b) it has the full right, power, and authority to enter into the Agreement and to perform its obligations hereunder; (c) the execution of the Agreement by a Representative whose signature is set forth in the Commercial Terms has been duly authorized by all necessary action of the Party; (d) when executed and delivered by the Party, the Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms; (e) it is the unencumbered legal and beneficial owner and/or has sole control (by ownership, license, or otherwise) of the entire right, title, and interest in and to its IP; (f) it has, and throughout the Term, will retain the unconditional and irrevocable right, power, and authority to grant the rights hereunder pursuant to the terms and conditions of the Agreement; and (g) it is under no obligation to any Third Party that would interfere with or constitute a breach of its representations, warranties, or obligations under the Agreement.

2.16. Sales Rep's Warranties. Sales Rep represents and warrants that (a) it will use reasonable commercial efforts to assign qualified and efficient Personnel who will exercise reasonable commercial efforts and care in performing their obligations under the Agreement; (b) it will ensure that its Personnel is adequately trained and knowledgeable of the Products, the Market and the Territory; and (c) it will perform its obligations under the Agreement exercising the professional standard of care and skill exercised by other members of the profession in the industry, in a prompt and professional manner.

2.17. Product Warranties. Any particular terms and conditions regarding warranty of the Products and potential remedies will be those established by Company from time and provided directly to the Customer with the Products.

2.18. Compliance. Company and Sales Rep will at all times comply with all Laws applicable to their respective performance under the Agreement. Without limiting the generality of the foregoing, Sales Rep (a) will comply with all applicable Laws governing the solicitation of the sale of the Products covered by the Agreement, including the Foreign Corrupt Practices Act and other anti-corruption Laws; (b) will not engage in any activity or transaction involving the Products, by way of marketing, promotion, advertising, sales solicitations, use or otherwise, that violates any Law; (c) will, at its own expense, maintain all certifications, credentials, licenses and permits required by Governmental Authorities to conduct its business and perform its obligations under the Agreement; and (d) will be liable to Company for all Damages incurred by Company as a result of any Sales Rep activity that violates any Law.

2.19. Audit; Reporting and Recordkeeping Requirements. Each Party grants the other Party, its internal auditors and external auditors and their respective Representatives acting on behalf of the auditing Party ("Auditors"), the right to assess and audit the audited Party's operations, processes and productions related to its performance under the Agreement. In order to enable the exercise of Auditors' rights, the audited Party (a) will make reasonable endeavors to cooperate with Auditors; (b) will provide the auditing Party and its Representatives all reasonable assistance and access to its corporate offices and operational facilities, Representatives and books and records; and (c) will maintain complete and auditable documentation. Upon Company's request, at any time, Sales Rep agrees to promptly provide Company with any information it may need to satisfy financial reporting requirements, or any other reporting related to the activities carried out or the rights and obligations of the Parties under the Agreement, or as may otherwise be required by applicable Law. Each Party agrees to maintain all pertinent books and records relating to its performance under the Agreement, including, but not limited to accounting records reflecting invoicing and payments received under the Agreement and Tax records, for a period of 2 years following the expiration or termination of the Agreement.

2.20. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EITHER ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE PERFORMANCE OF THE PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY A PARTY OR ITS REPRESENTATIVES WILL CREATE A WARRANTY; NOR MAY EITHER PARTY RELY ON ANY SUCH INFORMATION OR ADVICE.

3. COMMISSIONS; PAYMENT

3.1. Commissions; Payment Terms. Company will pay Sales Rep Commissions as set forth in the Commercial Terms subject to the terms and conditions of Company's Commissions Policy set forth in **Appendix B**. Company has the right to modify Commissions at any time during the Term upon prior written notice through an amended and restated CT Schedule. Company will pay all Commissions in US dollars by check or wire or electronic funds transfer in accordance with the payment instructions received in writing from Sales Rep.

3.2. Taxes. Commissions paid by Company under the Agreement will be inclusive of any applicable Taxes in existence as of the Effective Date. Each Party will bear its corresponding Taxes related to the Agreement, as applicable.

3.3. Costs. With the exception of expenses that Company has agreed to reimburse pursuant to Company's expense reimbursement policies, Sales Rep is responsible for all expenses incurred by Sales Rep in connection with the implementation and performance of Sale Rep's duties and obligations under the Agreement, including but not limited to (a) costs, expenses and salaries of its personnel associated with establishing and maintaining its sales organization and offices; and (c) any and all Taxes that may be imposed on Sales Rep in the Territory.

3.4. Review. The Parties will have the right to review payment made hereunder and claim any under charged or over paid amounts; provided that any such Claim is made within 90 days following the date of payment.

3.5. Right to Set-Off. Company will have the right to set-off from payments to Sales Rep any amounts Sales Rep is obligated to pay to Company under the Agreement.

4. TERM; TERMINATION

4.1. Initial Term. The Agreement enters into effect on the Effective Date and, unless earlier terminated in accordance with the Agreement, will continue in full force and effect for the Initial Term.

4.2. Renewal. Upon expiration of the Initial Term, the Agreement will continue to automatically renew for successive Renewal Periods unless (a) either Party gives written notice to the other Party not less than 30 days prior to the expiration of the Initial Term or then applicable Renewal Period of its intent not to renew the Agreement; or (b) the Initial Term or any Renewal Period is otherwise earlier terminated in accordance with the Agreement. Any renewal of the Agreement will be upon the same terms and conditions in effect immediately prior to such renewal. If either Party provides timely notice of its intent not to renew the Agreement, then, unless earlier terminated in accordance with its terms, the Agreement terminates on the expiration of the Initial Term or then-current Renewal Period.

4.3. Termination. In addition to any other rights to terminate set forth in the Agreement, either Party may terminate the Agreement by written notice to the other Party with immediate effect:

4.3.1. if termination is required by Law, by a Governmental Authority or necessary to preserve rights or mitigate Damages to the terminating Party's reputation;

4.3.2. if the other Party commits a material breach of the Agreement, which breach, if capable of cure, is not cured within 10 days following receipt of notice specifying the nature and extent of such breach;

4.3.3. if the other Party makes any assignment of the Agreement, except as expressly provided herein;

4.3.4. if the other Party (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

4.3.5. if either Party is affected by an event of Force Majeure which delays performance under the Agreement for more than 30 consecutive days; or

4.3.6. 30 days following receipt of termination notice.

4.4. Effect upon Termination.

4.4.1. Upon the expiration or earlier termination of the Agreement,

4.4.1.1. all further obligations of the Parties pursuant to the Agreement will terminate (except the obligation of Company to make a payment for any unpaid and properly accrued Commissions) without further liability of either Party to the other Party;

4.4.1.2. Sales Rep will promptly (a) cease to represent itself as Company's authorized Representative with respect to the Products; (b)

desist from all conduct or representations that might lead the public to believe that Sales Rep is authorized by Company to market, promote or solicit sales of the Products; (c) return to Company all Product samples in its possession; (d) cease all display, advertising, promotion and use of all of Company's Trademarks and will not thereafter use, advertise, promote or display any Trademark or any part thereof that is similar to or confusing with Company's Trademarks; and (d) certify in writing to Company that it has complied with the requirements of this clause;

4.4.1.3. Sales Rep's limited licenses to use Company's IP will immediately terminate;

4.4.1.4. Receiving Party's rights to possession and use of any Confidential Information in connection with the performance of its obligations under the Agreement or otherwise will terminate, and each Receiving Party will return to Disclosing Party any Confidential Information it has in its possession or, upon Disclosing Party's request, destroy such Confidential Information and certify in writing to Disclosing Party that it has complied with the requirements of this clause.

4.4.2. The expiration or earlier termination of the Agreement (a) will be without prejudice to any rights or remedies either Party may have arising out of any breach of any material representation, warranty, covenant or condition by the other Party; (b) will not release the Party that terminates from any liability which at the time of termination had already accrued to the non-terminating Party; and (c) will not constitute a waiver of any of either Party's rights, remedies or defenses under the Agreement, at Law, in equity or otherwise.

4.4.3. Neither Party will be liable to the other Party for Damages of any kind solely as a result of terminating the Agreement (including non-renewal) in accordance herein.

4.5. Survival. This Section 4 and provisions relating to confidentiality, warranties, limitation of liability, indemnities, payment and governing law, as well as any other provisions that expressly or by their nature are intended to continue to have effect following the expiration or earlier termination of the Agreement, will survive such expiration or earlier termination.

5. CONFIDENTIALITY; IP

5.1. Use of Confidential Information. The Parties acknowledge that in the course of their dealings Receiving Party may receive Confidential Information of Disclosing Party and agree as follows:

5.1.1. Receiving Party agrees to protect and hold the Confidential Information in strict confidence (using in any case, the same degree of care used to protect its own confidential and proprietary information of a like nature, which in no event will be less than a reasonable degree of care), and to take all reasonable steps necessary to protect the Confidential Information from unauthorized and/or inadvertent disclosure.

5.1.2. Receiving Party (a) will not use the Confidential Information to circumvent Disclosing Party with regards to any Third-Party relationships that it may currently have in place; (b) will not use, reproduce, modify or disclose any of the Confidential Information for any purpose other than in pursuance of its obligations under the Agreement and then only in strict compliance with the provisions hereof and subject to any applicable Laws; (c) agrees to promptly notify Disclosing Party in writing of any Damages, misappropriation or unauthorized use, disclosure or duplication of the Confidential Information, including a detailed description of the circumstances of the disclosure and the identity of the Entities involved; and (d) will cooperate in a commercially reasonable manner with Disclosing Party to obtain the return of such Confidential Information.

5.1.3. Receiving Party may disclose the Confidential Information to Representatives of Receiving Party who (a) have a reasonable need-to-know the Confidential Information in pursuance of the performance of their obligations under the Agreement; (b) have been advised of the confidential and proprietary nature of the Confidential Information and of the obligations in the Agreement; and (c) have agreed to be bound by the Agreement. Receiving Party will be liable for the acts of its Representatives to whom it discloses the Confidential Information. In the event the employment or association of any such Representative is terminated, Receiving Party agrees to use reasonable efforts to recover or destroy any Confidential Information in such Representative's custody or control.

5.1.4. Receiving Party may disclose the Confidential Information where required pursuant to a legal process (*e.g.*, subpoena, interrogatories or similar legal process) or by Law, provided that in such instance Receiving Party, to the extent legally permissible, will use commercially reasonable efforts to provide advance written notice of such event to Disclosing Party and to reasonably cooperate with Disclosing Party, at Disclosing Party's expense, so that Disclosing Party may seek an appropriate protective order or waive compliance by Receiving Party with the provisions of the Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, Receiving Party is legally compelled to disclose such Confidential Information, Receiving Party may disclose such Confidential Information to the extent required without liability under the Agreement so long as Receiving Party uses commercially

reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Receiving Party also may disclose the existence and summary of the Agreement in regulatory filings if required by Law.

5.1.5. Except as otherwise authorized under the Agreement, Receiving Party agrees not to duplicate, reproduce, distribute, exhibit, translate, analyze, reverse engineer, reconstruct, disassemble, decompile, adapt or otherwise attempt to ascertain the nature of the Confidential Information nor will Receiving Party attempt to develop any products that contain the "look and feel" of any of the Confidential Information without Disclosing Party's prior written authorization, except to the extent that Receiving Party already possesses something similar or develops something similar without the use of the Confidential Information.

5.1.6. Disclosing Party represents and warrants that it has the unqualified right to transmit and otherwise dispose of the Confidential Information disclosed under the Agreement in accordance with the terms and conditions of the Agreement. Receiving Party acknowledges and agrees that Disclosing Party provides the Confidential Information "AS-IS" without any other warranty of any kind, and Receiving Party agrees that in no event will Disclosing Party or its Representatives be liable for errors, omissions, inaccuracies or Damages of any kind arising from or relating to Receiving Party's use of or inability to use same. Both Parties must adhere to all applicable Laws relating to the export of technical data, and will not export or re-export any technical data, any products received from Disclosing Party, or the direct product of such technical data to any proscribed country or Entity under such applicable Laws.

5.1.7. Receiving Party acknowledges and agrees that all applicable IP rights in and to the Confidential Information will remain with Disclosing Party. It is the Parties' intent that neither Party will deliver Trade Secrets under the Agreement. If, however, Trade Secrets are disclosed, nothing herein is intended to limit or abridge the protection of Trade Secrets under applicable Trade Secrets Law, such Trade Secrets will receive the same protection as any other Confidential Information disclosed pursuant to the Agreement, and the obligation of confidentiality with respect to such Trade Secrets will survive any termination of the Agreement for so long as they remain Trade Secrets or otherwise fall into the public domain. Receiving Party agrees not to remove any proprietary notices included on any of the Confidential Information.

5.2. Term of Obligation. The Parties' obligations under this Section 5 will survive the expiration or earlier termination of the Agreement for a period of 3 years. At any time upon the request of Disclosing Party, Receiving Party will return the Confidential Information to Disclosing Party or destroy all such Confidential Information and will certify said return or destruction in an affidavit to Disclosing Party (if so requested) and will refrain from making any further use of any of the Confidential Information for any purpose. Should Receiving Party be required by Law to retain any of the Confidential Information for a period longer than required by the Agreement, then Receiving Party's obligations under this Section 5 will remain in full force and effect until the expiration of any such legally mandated retention period.

5.3. IP Ownership. Sales Rep acknowledges and agrees that (a) any and all of Company's IP is the sole and exclusive property of Company or its licensors; (b) Sales Rep will not acquire any ownership interest in any of Company's IP under the Agreement; (c) any goodwill derived from the use by Sales Rep of Company's IP inures to the benefit of Company or its licensors, as the case may be; (d) if Sales Rep acquires any rights to IP in or relating to any Product (including any rights in any Trademarks, derivative works or Patent improvements relating thereto), by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Company or its licensors, as the case may be, without further action by either of the Parties; and (e) Sales Rep will use Company's IP solely for the purposes of performing its obligations under the Agreement and only in accordance with the Agreement.

5.4. Company's Trademark License Grant. Subject to Company's Trademark policies and the terms and conditions of the Agreement, Company hereby grants to Sales Rep a non-exclusive, non-transferable and non-sublicensable license to use Company's Trademarks in the Market in the Territory during the Term solely in connection with the marketing, promotion and solicitation for sale of the Products.

5.5. Prohibited Acts. Without Company's express written consent, Sales Rep will not (a) use Company's IP for any other purpose than in compliance with the Agreement; (b) sell, transfer, lend or lease Company's IP to any Third Party or otherwise authorize any Third Party to use Company's IP; (c) establish any pledge, mortgage, lien or any other encumbrance on Company's IP; (d) challenge any right, title or interest of Company's IP rights or otherwise make a Claim or take any action adverse to Company's ownership of its IP and the exercise of its IP rights; (e) use, register or apply for registrations, anywhere in the world, for IP that is similar to Company's IP or that incorporates Company's IP in whole or in confusingly similar part; (f) alter, obscure or remove any Trademark or copyright notices or any other proprietary rights notices denoting Company's IP rights; (g) register any domain name containing Company's IP or Product names, nor create any account at a social media website utilizing same; or (h) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products or Company's IP.

5.6. Corporate Brand Standards. Sales Rep agrees that the execution of the Commercial Terms by Sales Rep serves as Sales Rep's acknowledgement that Sales Rep (a) has read Company's Corporate Brand Standards available at https://www.whitmores.com/branding-

assets/Whitmore-Jetlube_Corporate-Brand-Standards.pdf; (b) acknowledges the importance of the Corporate Brand Standards; (c) understands its obligations set forth in the Corporate Brand Standards; and (d) agrees to abide by the Corporate Brand Standards at all times when using Company's Trademarks.

5.7. Enforcement. Sales Rep agrees to immediately inform Company of any unauthorized use of Company's IP which comes to its attention. If at any time Company discovers that Sales Rep has violated its obligations with respect to Company's IP, Sales Rep will be liable to Company for (a) all the benefits, including, but not limited to, revenue generated as a result of any unauthorized use of Company's IP (through Sales Rep's or any Third Party's use); and (b) any Damages incurred by Company as a result of Sales Rep's failure to comply. Upon Company's request, Sales Rep must hand in and return Company's IP and all relevant files related thereto (including but not limited to documents, photos and drawings) to Company within 10 days following said request.

5.8. Equitable Remedies. Each Party acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its obligations with respect to the use and protection of IP and Confidential Information would give rise to irreparable harm to the other Party for which monetary Damages would not be an adequate remedy; and (b) in the event of a breach or a threatened breach by such Party of any such obligations, the other Party will, in addition to any and all other rights and remedies that may be available at Law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction (temporary or permanent), specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual Damages or that monetary Damages will not afford an adequate remedy. This provision with respect to injunctive relief will not, however, diminish either Party's right to claim and recover Damages.

6. LIMITED LIABILITY; INDEMNIFICATION; INSURANCE

6.1. Force Majeure.

6.1.1. Neither Party will be in breach of the Agreement, nor liable for any Damages, non-performance, default, or delay in performance of any obligations under the Agreement caused by, due to, arising from or attributable to any event of Force Majeure; provided, however, that no event of Force Majeure will excuse or delay the obligation to pay money.

6.1.2. The Party claiming Force Majeure must promptly notify the other Party without undue delay and provide the other Party with the details in writing of such Force Majeure event, which will include, at a minimum (a) the impact on the performance of its obligations under the Agreement; (b) the expected duration of the event; (c) the efforts being employed to remedy the event or remove the disruptions hindering the fulfillment of its contractual obligations; and (d) the efforts being employed to minimize any Damage to the other Party.

6.1.3. Subject to Section 4, the affected Party's time for performance or cure under the Agreement will be extended for a period of time equal to the duration of the Force Majeure event.

6.1.4. Notwithstanding the foregoing, each Party is responsible for maintaining in place an adequate and appropriate disaster recovery and business continuity plan that addresses its ability to reasonably foresee and manage Force Majeure events, including, without limitation, substitute or backup equipment and facilities ("DR Plan"). Neither Party's failure to perform will be excused to the extent the Force Majeure event could have been prevented or mitigated if not for such Party's failure to maintain a DR Plan.

6.2. LIMITED LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, REMOTE, SPECULATIVE OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, ROYALTIES CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR MISCONDUCT), BREACH OF WARRANTY OR AN OBLIGATION ARISING THEREFROM, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THE AGREEMENT), REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ITS ESSENTIAL PURPOSE OF ANY AGREED OR OTHER REMEDY; PROVIDED, HOWEVER, THAT THIS LIMITATION WILL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

6.3. MAXIMUM LIABILITY FOR DAMAGES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES

ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, DURING ANY 12-MONTH PERIOD EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SALES REP PURSUANT TO THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THAT THIS LIMITATION WILL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

6.4. Mutual Indemnification. Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, successors and permitted assigns and their respective Representatives ("Indemnified Party") against any and all Damages incurred or suffered by Indemnified Party that arise out of or result from any Claim asserted against Indemnified Party in relation to (a) any failure by Indemnifying Party to perform its duties under the Agreement and/or observe the terms and conditions contained herein, including incurring in any breach of a representation, warranty or covenant; (b) for Damage to property and/or injury or death to the extent that the Damage, injury or death is caused by the negligent act or omission (including recklessness or willful misconduct) of Indemnifying Party; (c) failure by Indemnifying Party or its Representatives to materially comply with any applicable Laws; and (d) disclosure or unauthorized use of Indemnified Party's IP or Confidential Information by Indemnifying Party, its Affiliates and their respective Representatives.

6.5. Indemnification by Company. Subject to the terms and conditions of the Agreement, Company, as the Indemnifying Party, will indemnify, defend and hold harmless Sales Rep and its Affiliates, successors and permitted assigns and their respective Representatives, as the Indemnified Parties, against any and all Damages incurred or suffered by Sales Rep and its Affiliates, successors and permitted assigns and their respective Representatives that arise out of or result from any Claim against any of them that asserts that the Products (a) infringe the IP rights of any Third Party; (b) have caused injury or death to any person or Damage to any property or both; and (c) have violated applicable Law.

6.6. Procedure. Indemnified Party will notify the Indemnifying Party promptly upon receipt of notice of a Claim and/or upon the incurrence of Damages with details of all facts relating to such assertion within the knowledge of Indemnified Party, and will afford Indemnifying Party the opportunity, at Indemnifying Party's sole cost and expense, to defend against such Claims or Damages. In any such action or proceeding, Indemnified Party will have the right to retain its own counsel, but the fees and expenses of such counsel will be at its own expense unless (a) Indemnifying Party and Indemnified Party mutually agree in writing to the retention of such counsel; or (b) the named parties to any such suit, action, or proceeding (including any impleaded parties) include both Indemnifying Party and Indemnified Party, and in the reasonable judgment of Indemnified Party, representation of Indemnifying Party and Indemnified Party by the same counsel would be inadvisable due to actual or potential differing or conflicts of interests between them.

6.7. Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in the Agreement, Indemnifying Party is not obligated to indemnify, hold harmless or defend Indemnified Party to the extent the Claim arises out of or results from Indemnified Party's or its Personnel's (a) negligence or more culpable act or omission (including recklessness or willful misconduct); or (b) bad faith failure to materially comply with any of its obligations set forth in the Agreement.

6.8. Insurance.

6.8.1. Each Party will at all times during the Term and, with respect to claims-made coverages, for 2 years subsequent thereto, obtain and maintain in force, insurance policies with coverage and coverage minimums that are commensurate with each Party's respective business operations and consistent with generally accepted industry practices, including, as applicable, commercial general liability insurance, product liability insurance, all risk property insurance, automobile/motor liability insurance, workers' compensation insurance, employer's liability insurance, and any other similar and appropriate insurance policies (the "Insurance Policies").

6.8.2. Indemnifying Party's Insurance Policies will be primary and any other insurance or self-insurance that may be maintained by Indemnified Party will be excess and noncontributory.

6.8.3. Each Party will (a) cause its insurers or its Representatives to issue certificates of insurance evidencing that the Insurance Policies are maintained in force and will deliver such certificates upon written request of the other Party; (b) include the other Party, its Affiliates and their respective Representatives as additional insureds on its Insurance Policies, as applicable, or will include the other Party as an indemnitee to principal; (c) provide at least 30 days' written notice to the other Party prior to any modification, cancellation or non-renewal of its Insurance Policies; (d) make all commercially reasonable efforts to ensure that its insurers waive any rights of subrogation they may have against the other Party arising in relation to the subject matter of the Agreement, where applicable; and (e) be responsible for all deductibles, co-payments, and other liabilities relating to its Insurance Policies.

6.8.4. If a Party uses any subcontractors in the performance of its obligations under the Agreement, the Party will require the subcontractor

to obtain and maintain Insurance Policies equal or substantially similar to its own.

6.9. Allocation of Risk; Limitation of Actions; Risk of Loss. The Parties acknowledge and agree that these limits of liability allocate the risks between the Parties. Furthermore, the Parties acknowledge and agree that the consideration under the Agreement reflects this allocation of risk and limitation of liability. No action, regardless of form, arising out of any claimed breach of the Agreement or the Products, may be brought by either Party more than 2 years after such Party has obtained actual knowledge of the cause of action or after the statute of limitations prescribed by applicable Law, whichever is less. Neither Party represents or warrants that the Insurance Policies are adequate to cover and protect the interests of the other Party. Each Party will be fully responsible for risk of Damages to any real or personal property or other materials owned or leased by it and used to perform its obligations under the Agreement. Failure to maintain the Insurance Policies or provide certificates of insurance as required above will not relieve a Party of any liability.

7. MISCELLANEOUS

7.1. Entire Agreement; Binding Effect; No Third-Party Beneficiaries. This Manual and the Commercial Terms constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, which other agreements or understandings will be of no force or effect for any purpose. The Agreement may not be amended or supplemented in any manner except by mutual agreement of the Parties and as set forth in a writing signed by the Parties hereto or their respective permitted successors in interest. The Agreement and all the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties hereto intend that the Agreement will not benefit or create any right or cause of action in, or on behalf of, any Entity other than the Parties hereto.

7.2. Severability; Waiver. The Parties hereto intend all provisions of the Agreement to be enforced to the fullest extent permitted by Law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision hereof is too broad to be enforced as written, the Parties intend that the court should reform the provision to such narrower scope as it determines proper to be enforceable. If, however, any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future Law, such provision will be fully severable, and the Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance. The tardiness or failure by either of the Parties hereto in exercising any right or privilege pursuant to the Agreement will not operate as a waiver thereof, nor will the exercise of any right by either Party serve as an obstacle to the exercise of any other rights, powers or privileges, or any portion thereof. The waiver of any breach of any provision under the Agreement by either Party will not be deemed to be a waiver of any preceding or subsequent breach under the Agreement. No such waiver will be effective unless in writing.

7.3. Assignment; Subcontracting. Sales Rep will not, without the prior written consent of Company, assign, transfer or otherwise dispose of its rights and obligations under the Agreement to any Third Party. Company may at any time assign the Agreement, in whole or part, to any of its Affiliates by giving prior notice to Sales Rep. Sales Rep will not be entitled to sub-contract the supply of the Products under the Agreement in whole or part, without Company's prior written consent, in which case Sales Rep will remain exclusively and fully responsible and liable towards Company for the due performance by such subcontractors and there will be no direct relationship whatsoever between Company and such subcontractors.

7.4. Notices. All notices, requests, demands, consents and other communications given or required to be given under the Agreement will be in writing and delivered to the applicable Party at the "Email" and/or "Address" set forth in the Commercial Terms. All such notices will be effective upon delivery or refusal of delivery.

7.5. Cumulative Remedies. Except as otherwise expressly provided herein, all rights and remedies provided for in the Agreement will be cumulative, non-exclusive and in addition to and not in lieu of any other rights and remedies available to the Parties at Law, in equity or otherwise. The exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at Law, in equity, in any other agreement between the Parties or otherwise.

7.6. Governing Law; Choice of Forum; Trial by Jury. The Agreement and all matters arising out of or relating to the Agreement will be governed, construed and enforced by and in accordance with the laws of Company's state of organization or the "Governing Law" set forth in the Commercial Terms without regard to or application of any principles of conflict of law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. Each Party agrees that (a) it will not commence any action, litigation or proceeding against the other Party in any forum other than the state or federal courts in the location of Company's headquarters

or the "Venue" set forth in the Commercial Terms; (b) such courts will have jurisdiction over any such matter; and (c) a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The Parties hereby mutually agree that neither Party will seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation procedure based upon or arising out of the Agreement, or any related agreement or instrument between the Parties. Neither Party will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial has not been waived. The provisions of this Section have been fully negotiated by the Parties. The waiver contained herein is irrevocable, constitutes a knowing and voluntary waiver, and will be subject to no exceptions.

7.7. Dispute Resolution; Arbitration. Any dispute, controversy or Claim arising directly or indirectly out of or related to the Agreement, or the breach, termination or invalidity hereof, whether contractual or non-contractual (each, a "Dispute"), will be submitted for negotiation and resolution to a Representative of each Party who holds a position of sufficient authority to make binding decisions for the Parties (the "Authorized Representatives"), by delivery of written notice (each, a "Dispute Notice") from either Party to the other Party. The Authorized Representatives will negotiate in good faith to resolve the Dispute. If the Authorized Representatives are unable to resolve any Dispute within 30 days after delivery of the applicable Dispute Notice, either Party may file suit in a court of competent jurisdiction. Furthermore, nothing contained herein will preclude either Party from filing a judicial proceeding seeking equitable or injunctive relief. However, should the Parties mutually agree to resolve the Dispute by arbitration rather than court proceedings, then the Parties will submit the Dispute to Arbitration for resolution and final settlement under the Arbitration Rules by one or more arbitrators appointed in accordance with the Arbitration Rules. The Governing Law will be applied in relation to the Arbitration of any Dispute. The Arbitration proceedings will take place at the Venue and the language to be used in such proceedings will be English. The decision of the arbitrator will be final and binding.

Appendix A – Defined Terms

Capitalized terms used throughout the Agreement, that are not otherwise defined in the section in which they first appear, will have the following meanings:

"Affiliates"	means in relation to either Party, any corporate legal Entity that from time to time Controls, is Controlled by or is under common Control with that Party.
"Agreement"	means this Manual, together with the Commercial Terms.
"Arbitration"	means (a) the International Court of Arbitration of the International Chamber of Commerce ("ICC") if Sales Rep is located outside the United States; or (b) the American Arbitration Association ("AAA") if Sales Rep is located within the United States.
"Arbitration Rules"	means (a) the ICC's Rules of Arbitration; or (b) the AAA's Rules of Arbitration depending on where Sales Rep is located.
"Claim"	means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at Law, in equity or otherwise.
"Commercial Terms"	means Company's Independent Sales Representative Commercial Terms executed by the Parties.
"Commissions"	means the compensation in the form of commissions that Company pays Sales Rep for the due performance of Sales Rep's obligations under the Agreement, as further set forth in Company's Commissions Policy in **Appendix B**.
"Company"	means Whitmore Manufacturing, LLC (including any Third-Party, authorized agent to whom Company outsources any portion of its operations including any of its obligations under the Agreement) and/or any of its wholly owned subsidiaries.
"Competing Goods"	means Third-Party goods that are identical or substantially similar to or that compete with the Products.
"Confidential Information"	means the information and related materials that is disclosed by Disclosing Party before, on or after the Effective Date of the Agreement (whether provided in oral, written, encoded, graphic or any other form, including any electronic or magnetic form or by inspection of tangible objects) to Receiving Party together with any and all notes, memoranda, analyses, compilations, studies or other documents prepared by Receiving Party which contain or otherwise reflect such Confidential Information, as well as any and all copies, extracts or other reproductions of any of the same, including, but not limited to: (a) non-public information related to or covered under any IP rights; (b) financial information and projections, business models, business trends, strategic plans, sales and marketing plans, cost and pricing data and information, and other significant and valuable technical, financial or general business information; (c) the identities of and information concerning actual and prospective customers, suppliers, vendors, dealers, business contacts and business partners; and (d) the contents of the Agreement, whether or not disclosed, designated or marked as proprietary, confidential or otherwise. "Confidential Information" does not include information that: (a) is or becomes generally available to the public without breach of the Agreement; (b) was available to Receiving Party on a non-confidential basis prior to its disclosure by Disclosing Party; (c) becomes available to Receiving Party from a Third Party, provided that Receiving Party does not have knowledge, after reasonable inquiry, that such Third Party is subject to an obligation of confidentiality with Disclosing Party; or (d) is independently developed by Receiving Party without reference to or reliance upon the Confidential Information.
"Contract Year"	means each consecutive the 12-month period comprising April 1st through March 31st, both days inclusive, following the Effective Date.
"Control"	means ownership or control of a majority of the voting rights, or the legal power to direct or cause the direction of the general management of the relevant Entity (other than any power which arises in connection with administration, receivership or insolvency or appointment as trustee).
"Customer"	(X) includes any Entity in the Market in the Territory (a) that purchases Products from Company through Sales Rep; and (b) has been assigned to Sales Rep by Company through the Commercial Terms or a CT Schedule; and (Y) excludes any Excluded Customer.
"CT Schedule"	means the separate written notice sent by Company to Sales Rep notifying Sales Rep of the assigned Territory, Market,

Customers and Commissions Schedule, each of which forms a part of the Commercial Terms and is subject to the Agreement.

"Damages" means losses, liabilities, damages, fines, expenses, penalties, interest expense, costs and fees and disbursements (including reasonable legal counsel and experts' fees and disbursements), net of any amounts recovered with respect thereto under insurance policies covering any liability thereof if and to the extent applicable in each case, individually or collectively.

"Disclosing Party" means the Party that discloses Confidential Information.

"Effective Date" means the date the Agreement becomes effective as listed in the Commercial Terms.

"Entity" means any individual, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and will include any assignee and/or successor (by merger or otherwise) of such entity in connection therewith.

"Excluded Customer" means any Affiliate of Company and any Entity that (a) does not operate within the Market; (b) is located outside of the Territory; (c) is under a private label arrangement with Company; and/or (d) is expressly listed in the Commercial Terms, if applicable.

"Force Majeure" means causes beyond a Party's reasonable control, including, but not limited to, (a) acts of God, including acts of nature and epidemics; (b) natural disasters, including floods, fires, hurricanes, explosions or other national or regional emergencies or similar catastrophes; (c) acts of civil or military authority, including war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, and other civil commotion or unrest; (d) action by any Governmental Authority, including enforcement, implementation, repeal or modification of any Law; (e) strikes, labor disputes, labor stoppages or slowdowns, sabotage, or other industrial disturbances; (f) actions, embargoes or blockades in effect on or after the Effective Date of the Agreement; (h) shortages of or delays in receiving raw, packaging or other materials; (i) international disputes, including treaty disputes and tariff increases; (j) shortage of adequate power or transportation facilities or services; and (k) other similar events or disasters.

"Governmental Authority" means (a) the government or any agency of any country, nation, state, commonwealth, city, municipality or political subdivision; and (b) any Entity exercising executive, legislative, judicial, regulatory, supervisory, examination or administrative functions and authority with respect to the Parties, their respective operations or financial condition or the matters covered by the Agreement.

"Initial Term" means the initial period of duration of the Agreement as set forth in the Commercial Terms.

"IP" short for intellectual property, means all of the following: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; (f) Product samples and marketing materials related to the Products; and (g) all other intellectual, proprietary, industrial or moral rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, as well as any goodwill associated therewith, in each case whether registered or unregistered, registerable or otherwise, and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

"Jurisdiction" means the jurisdiction where a Party is duly organized, as set forth in the Commercial Terms.

"Law" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority or other requirement or rule of law of any Governmental Authority.

"Market" means the market within which Sales Rep is granted authority to solicit orders for Products from Customers as communicated to Sales Rep by Company through the CT Schedule from time to time, and which, in turn, is based on the list of Company markets set forth in **Appendix C**.

"Patents"	means all patents (including any reissue, divisional, provisional, continuation and continuation-in-part, re-examination, renewal, substitution and extension thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models).
"Personnel"	of a Party means any agents, employees, professionals, contractors or subcontractors engaged or appointed by such Party.
"PO"	short for purchase order, means the ordering document through which Customers order Products from Company.
"Products"	means the products, individually identified or otherwise designated within one or more Company product categories, pricelists or other materials provided by Company to Sales Rep from time to time, excluding any Company products that are sold and distributed to Entities under a private label arrangement under which the products are branded with the Entities' Trademarks.
"Receiving Party"	means the Party that receives Confidential Information from Disclosing Party.
"Renewal Period"	means the period of duration for which the Agreement is automatically renewed as set forth in the Commercial Terms.
"Representative"	means with respect to a particular Entity, any Affiliate, director, officer, partner, member, shareholder, employee, agent, consultant, advisor, or other representative of such Entity, including legal counsel, accountants, and financial advisors.
"Taxes"	means any and all present and future sales, income, stamp and other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld or assessed by any Governmental Authority, together with any interest or penalties imposed thereon.
"Term"	means the Initial Term and all Renewal Periods of the Agreement as detailed in the Commercial Terms.
"Territory"	means the geographic area within which Sales Rep is granted authority to solicit orders for Products from Customers as communicated to Sales Rep by Company through the CT Schedule from time to time, and which may be represented through a unique number assigned to Sales Rep by Company to represent such Territory.
"Third Party"	means any Entity that is not a party to the Agreement and is not an Affiliate of the Parties to the Agreement.
"Trademarks"	means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, business names, domain names, designs, logos, labels, titles, signs, emblems, insignia, symbols, slogans, or other branding materials and trade-identifying designations and other similar designations of source, sponsorship, association or origin, including the "look and feel" of any of the foregoing.
"Trade Secrets"	means all trade secrets as defined by applicable Law.

Appendix B – Commissions Policy

A. Introduction.

This Commissions Policy (this "Policy") includes the terms and conditions that govern Commissions earned by Sales Reps and is subject to the terms and conditions of the Agreements between Sales Reps and Company. Sales Reps are expected to read this Policy carefully to fully understand when they are eligible to receive Commissions, when Commissions are earned and when they are entitled to receive payment of Commissions. This Policy applies to all Sales Reps unless expressly stated otherwise in Sales Reps' corresponding Commercial Terms or CT Schedules.

B. Defined Terms.

Capitalized terms used throughout this Policy, that are not otherwise defined in the Agreement or the section in which they first appear, will have the following meanings:

"Commissions Rate" means the rate, expressed as a percentage corresponding to certain tiers of Products as set forth in the CT Schedule which is used by Company to calculate the Commissions payable to Sales Rep.

"Net Sales Price" means the invoice price (exclusive of sales tax and freight and after applying any separately stated discounts, credits, rebates or adjustments) of the Products sold pursuant to a PO, as reflected on the invoice applicable to such sale. For purposes of clarification, Net Sales Price does not include: (a) the value of any items that may be furnished to Company by others without cost to Company for its incorporation into the Product; (b) the value of any items that may be furnished by Company to a Customer without cost to such Customer (for example, samples, prototypes, or free products furnished as part of any advertising or promotions program); (c) any payments that Company may receive under the PO for services, technical assistance, technical data, Restocking Fee, or documentation that may be furnished to a Customer by Company; and (d) any reimbursement that may be received by Company under the PO for taxes, customs, duties and the like, as well as the cost of packing, crating, transportation and insurance during such transportation if separately charged to a Customer (including any small order handling charge for any PO requiring Company to ship Products in less than its standard box-lot quantities).

C. Commissions.

1. Company will pay Sales Rep Commissions pursuant to the Commissions Rate when earned and payable. Sales Rep agrees that Commissions will be considered (i) earned when the Product is shipped to the Customer; and (ii) payable pursuant to the frequency set forth in the Commercial Terms and/or CT Schedule (i.e., if monthly, then Commissions are payable in the month immediately following the month during which the Commissions were earned), but only to the extent that Company receives unconditional payment from a Customer under the corresponding PO. If a Customer makes payments to Company in increments or installments, Company may pay Sales Rep pro rata Commissions corresponding to such incremental or installment payments at Company's discretion.

2. Commissions are based on the Net Sales Price of Products sold to Sales Rep's Customers. Company reserves the right to adjust Commissions for (i) returned Products; (ii) Restocking Fees; (iii) a Customer's failure to pay Company; (iv) Sales Rep's failure to adhere to any MOQs with respect to any Customer; and (v) changes in data reporting. Sales Rep must be diligent in reconciling Commissions payments and must report any discrepancy in Commissions to Company no later than 3 months following payment thereof.

3. Company will work with Sales Rep in competitive pricing situations. If Company must lower its price to secure a Customer PO, Sales Rep's Commissions percentage may be adjusted at Company's discretion.

4. If a PO originates in Sales Rep's Territory but the Product is delivered to a territory (i) of another sales representative or (ii) where Company does not have a designated sales representative, Company will split the corresponding Commissions 50/50 between Sales Rep and the other sales representative in the case of (i), and Company will pay the total Commissions to Sales Rep in the case of (ii). In any other circumstances outside of (i) or (ii), Company reserves the right to determine how the Commissions will be split among any involved parties.

5. Sales Rep will be eligible to receive Commissions on all POs invoiced by Company during the Term of the Agreement. Sales Rep's right to receive Commissions following the expiration or earlier termination of the Agreement with be as set forth in the Agreement or applicable Law, whichever takes precedent.

6. If Sales Rep is provided an approved list of Customers, Sales Rep (i) will not be paid Commissions for sales made to any Entity that is not a Customer; and (ii) must obtain Company's prior written consent to add an Entity to its approved list of Customers. If, in Company's opinion, a Customer is or becomes uncreditworthy, but Company waives rejection of the Customer at the request of Sales Rep, then any costs incurred by Company to collect unpaid amounts due from the Customer may be reduced from future Commissions to Sales Rep at Company's

discretion.

Appendix C – Company Markets

Market	Description
Energy & Industry	
Oil & Gas	Entities that are involved in all stages of producing and refining crude oil stocks.
PetroChemical	Entities that process and refine petroleum stock and other chemical stocks to produce.
General Industry	Entities that consume industrial products for maintenance of plants or facilities or use industrial products as a component for manufacturing that don't fall within another Market.
Hygiene – Food and Beverage	Entities that manufacture food and beverage products for consumption and are required to follow international health and hygiene standards.
Hygiene – Well Water	Entities that drill water wells and pump water for consumption and are required to follow international health and hygiene standards.
Renewable Energy	Entities that produce electricity from wind, solar, geothermal and hydro-electric sources.
Heavy Industry	
Mining	Entities that mine minerals, metals and coal for processing and sale to the commodity market.
Steel	Entities that process iron ore into finished steel products.
Power Gen	Entities that convert coal and natural gas into electrical power.
Sugar	Entities that process sugar cane, sugar beets or other agricultural raw materials to produce products for commercial food manufacturers.
Cement	Entities that mine limestone, stone or aggregate for processing and manufacturing of construction materials for sale to the construction industry.
Transportation	
Rail – Metro Rail	Entities that build and maintain railway systems for commuter traffic within a metropolitan region or city (generally excludes intercity rail Entities).
Rail – Passenger / Light Rail	Entities that build and maintain intercity passenger transport railway systems, often using same track systems as Class 1 Rail.
Rail – Class 1	Entities that build and maintain railways for rail transport of cargo and intercity transport of passengers.
Automotive – Passenger	Entities that manufacture, sell, lease and service automotive vehicles.
Automotive – Heavy Duty	Entities that manufacture, sell, lease and service commercial heavy-duty vehicles for on-road/off-road use.
Aerospace	Entities that manufacture, sell, lease and service aircraft for commercial purposes.
Marine – Commercial	Entities that manufacture, sell, lease and service watercraft used commercially.
Marine – Recreational	Entities that manufacture, sell, lease and service watercraft used for pleasure.
Other	
CSWI Affiliates	Affiliates of CSW Industrials, Inc.
Private Label	Entities that purchase products under a private label arrangement.
Military / Government	Entities that are military- or government-based or related.
Individual	Markets expressly assigned in the Commercial Terms or a CT Schedule.