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INTERNET DISTRIBUTOR POLICY (Effective as of October 1, 2018)

Purpose of Internet Policy:

Apex Tool Group, LLC and its affiliates ("ATG") have developed corporate websites to support our authorized distributors, dealers and other resellers (each a "distributor") in the marketing and sales of APEX®, Campbell®, Cleco®, Crescent®, JOBOX®, GEARWRENCH®, Jacobs Chuck®, or WELLER® (collectively "ATG Tools Brand") products. Our internet strategy is to use this platform to strengthen the relationship with our mutual end user customers by providing product information and directing them to a Distributor who is authorized by ATG to sell ATG Tools Brand products ("Authorized Distributor") and who will ensure that the customer will be offered a broad selection of ATG Tools Brand products from which to choose. ATG desires to support our Authorized Distributors who add value and services to ATG's existing distribution network in the USA and Canada and enhance the reputation of ATG Tools Brand products on the internet. This Internet Distributor Policy ("Policy") advances these purposes by encouraging advertising that highlights the features, benefits, quality and value of ATG Tools Brand products to end users. Thus, ATG has developed this Policy for Authorized Distributors who wish to list, link or advertise ATG Tools Brand products on the internet.

The purposes of this Policy are:

- To build and maintain brand equity by emphasizing the value and quality of ATG Tools Brand products through advertising.
- To encourage Authorized Distributors to promote and invest in the ATG Tools Brand brands.
- To minimize the possibility of "bait and switch" tactics to our mutual end user customers.

Distributor Registration:

Any distributor that wishes to become an Authorized Distributor of one or more ATG Tools Brand products, must register with ATG by applying online using the form found here: <http://www.apextoolgroup.com/page/reseller-policies>. ATG will determine, at its sole discretion, if an Authorized Distributor's website meets all requirements, including adding value and enhancing the ATG Tools Brand image. Even after approval as an Authorized Distributor, ATG reserves the right to revoke such status and remove any distributor's link from any and all ATG websites if that distributor no longer meets all the requirements set forth in this Policy.

ATG Internet Trademark Usage and Intellectual Property Information:

ATG considers its corporate name, the logos for all ATG Tools Brands and the specific colors for all ATG Tools Brand products (including those set forth in the attached chart), and ATG's other trademarks (e.g.,

APEX TOOL GROUP™, ATG™, APEX®, ARMSTRONG®, CAMPBELL®, CLECO®, CRESCENT®, GEARWRENCH®, JACOBS CHUCK®, JOBOX®, H.K. PORTER®, LUFKIN®, NICHOLSON®, SATA®, WELLER®, WISS®, etc.), domain names, product images, graphics, videos and other copyrightable works, and other intellectual property, to be valuable corporate assets. They may be used by the Authorized Distributor only in the advertisement of authentic ATG Tools Brand products, and then only in accordance with the most current relevant brand style guidelines relevant to the specific ATG Tools Brand products (available online as reflected in the attached chart). Also ATG retains the right to modify its brand style guidelines at any time. ATG retains the right of ultimate approval or disapproval, in the exercise of its sole discretion, of the use of any of its intellectual property.

As an Authorized Distributor, you acknowledge that ATG is the exclusive owner of all right, title, and interest in all of its trademarks, trade names, and trade dress colors. Authorized Distributor may use ATG's trademarks, trade names, trade dress colors, images, graphics, videos, and copyrightable works only for the purpose of advertising and promoting ATG Tools Brand products, and shall not use them in a false, misleading, or objectionable manner. Authorized Distributor further agrees not to register, attempt to register, or use ATG's name, trademarks or confusingly similar names or marks, as part of the Authorized Distributor's business or corporate name or as part of the Authorized Distributor's domain name, its internet website name and/or its social media username, handle, or in any other similar manner, without the prior written consent of ATG.

Authorized Distributor further agrees not to ship or sell any ATG Tools Brand products outside of the USA and Canada ("Authorized Territory") or knowingly sell to another person or entity engaged in shipping or selling ATG Tools Brand products outside of the Authorized Territory, unless specifically and expressly authorized by ATG to do so.

Additional Internet Requirements:

1. For those Authorized Distributors who want to be Authorized Distributors on the internet, the Authorized Distributor's ownership of the website must be clear at all times by prominently displaying the Authorized Distributor's name, and in such a way to make it clear that it is separate from any ATG mark. All ATG marks must be used in accordance with the relevant ATG Tools Brand style guidelines. Authorized Distributors cannot modify or alter any ATG trademark, image, graphic, or copyrightable work in any way, without prior written approval from ATG. ATG reserves the right to revoke any use of an ATG trademark or copyrightable work due to misuse, as determined in ATG's sole discretion.
2. ATG's marks (which includes, but is not limited to, APEX TOOL GROUP™, ATG™, APEX®, ARMSTRONG®, CAMPBELL®, CLECO®, CRESCENT®, GEARWRENCH®, JACOBS CHUCK®, JOBOX®, H.K. PORTER®, LUFKIN®, NICHOLSON®, SATA®, WELLER®, and WISS®) or confusingly similar variations of these marks, may not be used in the domain name for the Authorized Distributor's website.
3. ATG's marks logos, images, and artwork may not be used in social media usernames, handles, or similar aspects for the Authorized Distributor's social media accounts.

4. ATG's marks corresponding only to the tradename of the specific ATG Tools Brand as set forth on the attached chart may be used as meta-tags to identify the website as an Authorized Distributor of the relevant ATG Tools Brand products.
5. The design of the website is the sole responsibility of the Authorized Distributor.

Except as provided herein, ATG does not grant any express or implied right or license to the Authorized Distributor under ATG's intellectual property rights. The Authorized Distributor bears the sole risk, responsibility and liability for infringement of the intellectual property right of others, and will indemnify ATG for any and all claims, damages, losses and/or costs associated therewith.

Authorized Distributor Listing Criteria for selected ATG Tools Brand Website:

All Authorized Distributors who meet the following listing criteria will be included in the "Find Nearby" locator (or similar feature) on the relevant ATG Tools Brand website as listed in the attached chart. This information is periodically updated and refreshed regularly. Generally, Authorized Distributors are located using a City/State or ZIP Code search or based upon the device location.

Nearby Authorized Distributor Status:

To be listed as an Authorized Distributor on the relevant ATG Tools Brand website and found in the "Find Nearby" locator (or similar feature) of that website ("Nearby Authorized Distributor"), the following requirements must be met:

1. The distributor must be deemed an Authorized Distributor by ATG.
2. The distributor must meet the minimum sales threshold for the relevant ATG Tools Brand as set forth in the attached chart or program equivalent in purchases in the previous 12 months from ATG.
3. The distributor's location to be displayed in the locator must be a valid shipping location for the relevant ATG Tool Brand products.
4. The distributor must physically carry in their store or warehouse, an appropriate array of ATG Tools Brand tools and accessories and fulfill orders from each listed store location.
5. The relevant ATG Tools Brand (or the combination of all authorized ATG Tool Brands) must be the distributor's lead brand in the category by both sales volume and focus (including visibility, space, and other attributes).
6. The distributor storefront must show the ATG Tools Brand and ATG Tools Brand products equally prominent as any competitor's brand or products in the same category.
7. The distributor must provide ATG with updated location addresses at least once per year, or more frequently if requested by ATG or if the distributor's location changes.
8. The distributor must adhere to ATG's Internet Brand Integrity Policy and any relevant MAP Policy for ATG Tool Brands sold by the distributor.
9. The distributor must be in good payment standing with ATG.

Featured Authorized Internet Distributor Status:

ATG may, in its sole and absolute discretion, feature on the relevant ATG Tool Brand website one or more Authorized Distributors (a “Featured Authorized Internet Distributor”), whose volume of sales, array of ATG Tools Brand products and other support of the various ATG brands ATG believes warrant that Authorized Distributor’s own logo being displayed on one or more ATG Tools Brand websites along with a link to the Authorized Distributor’s website where ATG Tools Brand products can be purchased online. Also, the Authorized Distributor must adhere to ATG’s Internet Brand Integrity Policy and any MAP Policy applicable to the ATG Hand Tools branded products. In addition, the Authorized Distributor must be in good payment standing with ATG.

All requests for an Authorized Distributor to become a Nearby Authorized Distributor or a Featured Authorized Internet Distributor should be submitted by completing the online form available at: <http://www.apextoolgroup.com/page/reseller-policies>. The distributor’s website must be up and available for viewing prior to submission of the request to ensure that the website meets the requirements set forth in this policy.

Reservation of Rights:








ATG reserves the right at any time to: (a) change the terms and conditions of this Internet Distributor Policy (or any related reseller policy); or (b) terminate the Internet Distributor program. ATG will endeavor to provide Authorized Distributors with at least 10 business days’ notice of any changes in or termination of this Policy.

ATG Assistance Available:

Assistance with web-ready photos, copy, or graphic design approval is available from ATG. Articles, promotions or flash animation files may be borrowed for use on your website with approval from ATG. Please contact: Your Sales Representative or the email for the relevant ATG Tools Brand listed on the attached chart for more information or requests for online content.

If you have any questions about this Internet Distributor Policy, please feel free to contact us at ATG-ResellerPolicy@ApexToolGroup.com.

CHART OF BRAND SPECIFIC DATA FOR ATG INTERNET DISTRIBUTOR POLICY

BRAND	BRAND LOGO	BRAND SPECIFIC COLORS	BRAND STYLE GUIDE URL	BRAND WEBSITE URL	LOCATOR TAB MINIMUM SALES AMOUNT	BRAND RESELLER LOCATOR URL	ADDITIONAL ATG ASSISTANCE EMAIL
APEX®		Apex Orange - PMS 166 / Black - 100% Dark Gray (90% Black) Light Gray (10% Black) White	COMING SOON	http://www.apex-tools.com/	Not Applicable	http://www.apex-tools.com/where-to-buy	http://www.apex-tools.com/support/contact
Cleco®		Cleco Orange - PANTONE 166C; CMYK 0 76 100 5; RGB* 227 82 5; HTML E35205; RAL 2004 Cleco Black - PANTONE 7C**; CMYK 0 0 0 93, RGB* 57, 56, 57; HTML 383739; RAL 9005	COMING SOON	www.clecotools.com	\$25,000	http://www.clecotools.com/where-to-buy	None
Crescent®		Crescent Rawhide Orange - 2349 C DA4E1F Crescent Deep Gray (85% Black) - 4D4D4F Black White	http://www.crescenttool.com/brand-elements	http://www.crescenttool.com/	\$25,000	http://www.crescenttool.com/where-to-buy	None
JOBBOX®		JOBBOX Orange - 165 FF671F JOBBOX Rust - 483 653024 JOBBOX Silver - 877 A9A9A9 Black White	http://www.jobbox.com/brand-elements	http://www.jobbox.com/	\$25,000	http://www.jobbox.com/where-to-buy	None
GEARWRENCH®		GEARWRENCH Molten Orange - 144C ED8B00 GEARWRENCH Black - Process Black C 000000 GEARWRENCH Grey - Cool Gray 5C BCBCBE White	http://www.gearwrench.com/brand-elements	http://www.gearwrench.com/	\$25,000	http://www.gearwrench.com/where-to-buy	None
Campbell®		Campbell Green - 355 52965E Campbell Blue - 00599C Campbell Orange - D3461F Black White	http://www.campbellchainandfittings.com/brand-elements	http://www.campbellchainandfittings.com/	\$25,000	http://www.campbellchainandfittings.com/where-to-buy	None
Weller®		Weller Blue Pantone 2985C Gray Pantone Cool Gray 10C	https://www.dropbox.com/s/y2wchhb15f8e1a1/Weller%20Brand%20Guidelines-2018_External.pdf?dl=0	www.weller-tools.com	Not Applicable	https://www.weller-tools.com/professional/USA/us/Top-Menu/Contact/Distributor+search	info@weller-tools.com