

VAL-CO® International Cooperative Advertising Credit Program Terms and Conditions

What is it?

1. The VAL-CO International Cooperative Advertising Credit Program (the “Program”) is a system to reimburse qualified resellers, specifically those resellers based outside of the US and Canada, of Val Products, Inc. (“VAL-CO”) products for certain advertising expenditures directly related to promoting VAL-CO products.

Who is eligible to receive Cooperative Advertising Credits?

1. Resellers whose corporate headquarters are located outside of the United States and Canada who purchase at least USD \$50,000.00 (the “Minimum Threshold”) of VAL-CO products in a calendar year for resale outside of the USA and Canada. Resellers must be in good standing.
2. Final determination of eligibility is at the sole discretion of VAL-CO.

How are Cooperative Advertising Credit Amounts determined?

1. Amounts will be based upon dollar amount of prior year paid sales of VAL-CO products shipped from all VAL-CO locations.
2. An available credit in the amount of USD \$500.00 is awarded to resellers upon attaining the Minimum Threshold for prior year paid sales and
3. An available credit in the amount of one half of one percent ($\frac{1}{2}\%$) of prior year paid sales above the Minimum Threshold.
 - a. For example: If Prior year paid sales is equal to USD \$75,000.00 then an available credit of USD \$500.00 plus USD \$125 for a total available credit of USD \$625.00
4. Eligible resellers joining the program more than halfway through a calendar year will have credit available as above but pro-rated to correspond to remaining time in calendar year e.g. reseller with PY sales of USD \$75,000 who elects to join program 1 July of current year will have USD \$312.50 credit available for remainder of current year ($\$625 * (6/12 \text{ months})$).

Which advertising expenses are eligible for reimbursement with Cooperative Advertising Credits?

1. Trade show participation – up to the % of the booth devoted to VAL-CO product/signage
 - a. E.g. if reseller has a 6m x 6m booth with a total cost of \$4,000 and 50% (18 square meters) of the booth devoted to VAL-CO product he can apply for \$2,000 of Cooperative Advertising Credit
2. Co-branded gear or co-branded local advertisements up to 50% of the total cost. Gear or advertisements allowable if featuring ONLY the reseller’s brand and VAL-CO’s brand. Competitor brands cannot be present. Resellers MUST supply original invoice and photo or proof of ad/item.
 - a. VAL-CO brand usage must adhere to VAL-CO brand guidelines. VAL-CO brand guidelines can be found online on the dealer portal <https://dealer.val-co.com> (under “Brand Guidelines”).
3. Other expenses as determined solely by VAL-CO.

How long are credits available and when are they issued?

1. Credits are made available following April 1st of current year and based on prior year paid sales as determined solely by VAL-CO.
2. Credits may be requested for qualifying, eligible expenses incurred during the current year through December 30th of the current year.
3. Unused credits expire on December 31st of the current year.

General:

1. Program participation and rewards are offered at the sole discretion of VAL-CO. VAL-CO reserves the right to add, modify, delete, or otherwise change these Terms and Conditions or any of the rules, procedures, conditions, benefits, or rewards pertaining to the Program, or otherwise suspend, terminate, or discontinue the Program, at its sole discretion, with or without notice, even though changes may affect the value of rewards already accumulated by any Program participant.

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2. VAL-CO reserves the right to suspend or discontinue Program participation for any reseller who appears to be using the Program in a manner inconsistent with these Terms and Conditions or intent of the Program or any portion of the Program. VAL-CO also reserves the right to discontinue Program participation for any reseller who VAL-CO believes, or if there are reasonable grounds for suspecting, in its sole discretion, has:
 - a. acted in a manner inconsistent with applicable local or federal laws, regulations or ordinances;
 - b. breached or violated any of these Terms and Conditions;
 - c. engaged in any fraudulent or dishonest behavior, theft, misconduct or wrongdoing in connection with the Program account(s), including without limitation, reward redemption or use, or other benefits;
 - d. engaged in any abusive, fraudulent, disruptive, inappropriate, offensive or hostile conduct, whether it be physical, verbal, or written in nature, towards VAL-CO or any of its employees or contractors;
 - e. failed to pay any bills or accounts due to VAL-CO as specified by VAL-CO payment terms in effect from time-to-time;

Such discontinued Program participation may result in the loss of all accrued credits or any other rewards, funds, benefits and privileges under the Program.

3. All interpretations and applications of these Terms and Conditions shall be at the sole discretion of VAL-CO, which decisions shall be final and binding in all respects.
4. The sale, bankruptcy, or any forfeiture of business of any Program member will result in loss of all accrued Program rewards for such Program member.
5. Program rewards are non-transferable for any reason or by operation of law.
6. Eligible Resellers electing to participate in the Program are limited to opening and enrolling in one Program account.
7. Each Program participant is responsible for remaining knowledgeable as to these Terms and Conditions and as to the amount of rewards in their particular Program account. VAL-CO may attempt, but is not required, to send correspondence to active Program participants to advise them of matters of interest, including notification of reward expiration, forfeiture, or Program changes. Neither VAL-CO, nor any third-party companies participating as marketing partners in the Program ("Marketing Partners") will be liable for any failure to send correspondence to active Program participants or to advise them of matters of interest in the Program and will not be responsible for (i) incorrect or inaccurate transcription of Program participant contact information, (ii) problems related to any of the platform, equipment, programming website or web portals associated with or utilized by the Program participant, (iii) any human error, (iv) any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, (v) problems relating to computer equipment, software, inability to access any website, web portal or on-line service, (vi) any other technical or non-technical error or malfunction, (vii) lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail or e-mail related to or arising out of the Program, for whatever reason.
8. Accrued Program rewards and benefits shall not constitute property of the Program participants.
9. The Program is subject to all local, state and federal laws and regulations and is void where prohibited by law. Program participants are solely liable and responsible for their own tax and legal obligations. If applicable, VAL-CO may withhold taxes. Program participants acknowledge that VAL-CO may be required to provide or supply certain information to applicable government agencies or departments in regards to any payments or items awarded in connection with the Program. Program participants hereby agree to provide VAL-CO with all required information to assist VAL-CO in complying with its reporting or withholding obligations. To the extent require by applicable law, VAL-CO may require any participating reseller to execute an IRS Form W-4 or may issue an IRS Form 1099 in accordance with applicable law.
10. VAL-CO respects its resellers' privacy and is committed to protecting it. Any privacy policy implemented by VAL-CO will be posted on any Program website or web portal, or otherwise made available to Program

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participants and will govern the processing of all personal data collected from participating resellers in connection with the Program. These Terms and Conditions, together with any Privacy Policy, and any other additional terms and limitations posted on the Program website or any web portal, constitute the entire agreement between VAL-CO and Program participants pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written.

11. All matters arising out of or relating to these Terms and Conditions are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any its choice or conflict of law provisions or rules.
12. By accessing any Program website or web portal or continued participation in the Program or use of any Program website or web portal, such action constitutes full and unconditional agreement to and acceptance of these Terms and Conditions and any subsequent changes in effect at such time of use. AS THE PROGRAM EVOLVES, THESE TERMS AND CONDITIONS MAY BE MODIFIED AND VAL-CO MAY CEASE OFFERING THE PROGRAM UNDER THESE TERMS AND CONDITIONS. ACCORDINGLY, EACH TIME YOU SIGN INTO OR OTHERWISE USE THE PROGRAM YOU ARE ENTERING INTO A NEW AGREEMENT WITH VAL-CO ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT VAL-CO MAY NOTIFY YOU OF OTHER TERMS AND CONDITIONS BY POSTING THEM ON THE PROGRAM WEBSITE OR WEB PORTAL (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH VAL-CO ELECTS), AND THAT YOUR USE OF THE PROGRAM AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE REVISED TERMS AND CONDITIONS.
13. Program participants are responsible for obtaining and maintaining all devices and other equipment and software, and all internet service providers, mobile service, and other services needed for access to and use of the Program and Program participants will be responsible for all charges related to them.
14. BY PARTICIPATING IN THE PROGRAM, PROGRAM PARTICIPANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE, DEFEND, DISCHARGE AND HOLD HARMLESS VAL-CO AND ITS AFFILIATED AND SUBSIDIARY COMPANIES AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS, LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE, COSTS AND EXPENSES DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF: (A) THE PROGRAM OR ANY PROGRAM WEBSITE OR WEB PORTAL, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, A PROGRAM PARTICIPANT'S USE OF OR INABILITY TO USE THE PROGRAM/WEBSITE/WEB PORTAL OR THE PERFORMANCE OF THE PROGRAM/WEBSITE/WEB PORTAL; (B) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY RELEASED PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING PARTICIPANT'S ACCESS TO OR USE OF THE PROGRAM; (C) ANY ERRORS OR OMISSIONS IN THE PROGRAM'S, WEBSITE'S OR WEB PORTAL'S TECHNICAL OPERATION; (D) ANY DAMAGE TO ANY USER'S DEVICE, HARDWARE, SOFTWARE, MODEM, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE, OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING LOSSES OR DAMAGES IN THE FORM OF LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR EQUIPMENT FAILURE OR MALFUNCTION; (E) THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF ANY ITEM OR REWARD (INCLUDING BUT NOT LIMITED TO PARTICIPATION IN REWARD RELATED ACTIVITIES) OR ANY ELEMENT THEREOF, AND (F) PARTICIPATION IN THE PROGRAM AND/OR PROGRAM RELATED ACTIVITY. The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Released Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether Program participants bring an action based in contract, negligence, strict liability, or tort. Program participants covenant not to sue any Released Party or cause

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them to be sued regarding any matter released herein; and further covenant not to disaffirm, limit or rescind these releases to the fullest extent permitted by law. A waiver by one or more of the Released Parties of any term in these Terms and Conditions does not constitute a waiver of any other provision.

15. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROGRAM, PARTICIPATION IN PROGRAM AND/OR RELATED ACTIVITIES, THE USE OR MISUSE OF AN ITEM OR REWARD OR ANY ELEMENT THEREOF, OR ACCESS TO, AND USE OF ANY PARTICIPATING WEBSITE(S)/APP/WEB PORTAL OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE(S). WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PROGRAM WEBSITE OR WEB PORTAL, INCLUDING THE PROGRAM, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
16. By participating in the Program, Program participants hereby irrevocably grant, where lawful, the non-exclusive, royalty-free, irrevocable right to the use and exploit (but without obligation) by VAL-CO (and its affiliated companies and their respective authorized representatives) of their name, business name/title, image, photographs, videotape, likeness, address, biographical information, voice as well as any statements made by Program participants regarding the Program or VAL-CO (provided they are true) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide and in whatever medium, without additional compensation, and without the right of review, notification or approval.
17. PROGRAM PARTICIPANTS AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT PROGRAM PARTICIPANTS WOULD HAVE IF THEY WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN PROGRAM PARTICIPANTS AND VAL-CO ARISING FROM OR RELATING IN ANY WAY TO THE PROGRAM OR THESE TERMS AND CONDITIONS, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"), with arbitration to be located in Lancaster, Pennsylvania. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or these Terms and Conditions or the Program is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.
18. By signing-up for the Program, Program participants agree that: (i) VAL-CO may send notices of important matters by prominently posting notice on the website or web portal of the Program or in another reasonable manner determined by VAL-CO in its sole discretion; and (ii) VAL-CO may contact and send Program participants communications by postal mail and e-mail at the addresses provided.

I agree to be bound by these terms and conditions:

Print Name and Title, Company

Signature and Date

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