E-COMMERCE SALES POLICY

TERMS AND CONDITIONS OF SALE
JJM BOILER WORKS, INC.

This E-Commerce Sales Policy (the "**Policy**") is intended to help JJM Boiler Works, Inc. d/b/a JJM Alkaline Technologies ("**JJM**") maintain consistent brand presentation and customer support across channels while preserving the ability of full-service or brick-and-mortar wholesale partners to properly invest in the brand. It is important that any wholesaler commit a substantial amount of time and resources to learn, understand, support, and promote JJM's products. Those wholesalers must have a solid understanding of the JJM brand and its products in order to explain and communicate product features. JJM also believes professional installation and service of its products by qualified, trained contractors are essential. JJM believes that in-person sales of its products (via traditional brick-and-mortar wholesale locations) is the preferred channel for a superior sales experience for contractors. That said, JJM recognizes that the e-commerce sales channel is of growing importance and can complement traditional sales in limited circumstances.

1. Agreement. Unless otherwise set forth in writing signed by JJM or its affiliates, this Policy applies to wholesalers authorized by JJM to purchase products for resale (each, a "**Wholesaler**") who advertise, offer, or sell, or seek to advertise, offer, or sell JJM products through e-commerce channels. This Policy supplements and does not replace JJM's General Terms and Conditions of Sale ("**General Terms**"), which continue to govern all product purchases and the underlying wholesale relationship. The General Terms and this Policy are collectively referred to as the "**Agreement**." In the event of a conflict between this Policy and the General Terms, this Policy shall control solely with respect to the e-commerce activities addressed herein. Acceptance by JJM of any purchase order submitted by Wholesaler does not constitute authorization to sell JJM products through e-commerce channels. Wholesaler must obtain separate, written authorization from JJM and comply with this Policy before engaging in such activities. All prior or subsequent oral or written statements varying this Policy are specifically rejected and disclaimed unless formally agreed to in writing by a duly authorized representative of JJM. READ THIS POLICY CAREFULLY BEFORE OFFERING JJM PRODUCTS FOR SALE THROUGH E-COMMERCE CHANNELS BECAUSE IT CONSTITUTES A LEGALLY BINDING AGREEMENT. BY ACCEPTING AND EXERCISING JJM'S WRITTEN AUTHORIZATION TO SELL JJM PRODUCTS THROUGH E-COMMERCE CHANNELS, WHOLESALER ACCEPTS AND AGREES TO COMPLY WITH THIS POLICY. JJM MAY SUPPLEMENT, AMEND, OR OTHERWISE MODIFY THIS POLICY AT ANY TIME. ANY MODIFICATIONS WILL BE POSTED ON JJM'S WEBSITE OR OTHERWISE PROVIDED TO WHOLESALER AND WILL TAKE EFFECT ON THE STATED EFFECTIVE OR MODIFICATION DATE.

2. E-Commerce. For purposes of this Policy, "**E-Commerce Site**" means any website, online storefront, electronic catalog, mobile application, or other Internet-based platform through which Wholesaler advertises, offers for sale, accepts orders for, or sells JJM products, whether or not payment is completed online. Wholesaler must obtain JJM's prior written approval for each E-Commerce Site, including the applicable website address or other identifying information, before offering any JJM products through that site.

3. Eligible Product(s). Wholesaler may only advertise or sell through E-Commerce Sites those products authorized by JJM in its sole discretion for e-commerce sales (the "**Eligible Products**"). Wholesaler must submit a written request to JJM identifying the specific products and models it wishes to offer and the E-Commerce Sites on which they will be offered. No JJM product may be listed, advertised, or sold through an E-Commerce Site unless JJM has approved both the product and the

site in writing. JJM may modify or withdraw its approval of any Eligible Product or E-Commerce Site upon written notice to Wholesaler. Wholesaler may continue to stock and sell other JJM products through its approved brick-and-mortar locations, subject to the General Terms and any other applicable agreement with JJM.

4. Pricing. Pricing for Eligible Products, including list prices, discounts, actual transaction prices, and other customer-specific pricing, may not be publicly available, displayed, or advertised on any E-Commerce Site or through other public online advertising or promotional channels. Such pricing may be made accessible only to bona fide trade customers whose trade status has been verified in accordance with Section 5. Wholesaler may independently determine the final price charged to its customers for Eligible Products.

5. Restrictions. Wholesaler may sell Eligible Products through its approved E-Commerce Sites only to contractors, installers, service technicians, or other bona fide HVAC or plumbing tradespeople who have established trade accounts with Wholesaler. Wholesaler shall verify each customer's trade status and restrict access to pricing and ordering functions through password-protected customer accounts or comparably secure means. Wholesaler shall not make such pricing or ordering functions available to the general public or sell or facilitate sales of Eligible Products to unauthorized online resellers, third-party marketplaces or auction sites.

6. Branding. Wholesaler may not use JJM's name, branding, trademarks, logos, copyrighted materials, product images, or likeness in connection with any E-Commerce Site without JJM's express written consent, which may be withheld in JJM's sole discretion. Any permitted use must comply with JJM's then-current brand guidelines and may be withdrawn by JJM upon written notice.

7. Advertising. Wholesaler must receive JJM's express written consent before publishing any online advertising or promotional materials concerning JJM products, including advertising that directs customers to an E-Commerce Site. Any approved advertising must comply with JJM's brand guidelines and use only product descriptions, logos, images, and other materials approved by JJM. Approval of an advertisement does not authorize Wholesaler to advertise or sell any product that is not an Eligible Product under Section 3.

8. Violations. If JJM determines that Wholesaler has violated this Policy, JJM will provide written notice describing the violation. Wholesaler shall have three (3) business days after receipt of the notice to cure the violation, including, where applicable, by removing unauthorized products, pricing, or advertising from its E-Commerce Sites. If Wholesaler fails to cure within that period, JJM may suspend or revoke Wholesaler's authorization to conduct e-commerce sales of JJM products, suspend or close Wholesaler's customer account with JJM, or decline to accept future purchase orders from Wholesaler, subject to any separate written agreement between the parties. JJM may require proof of compliance before reinstating such authorization. JJM also reserves any other rights or remedies available under the Agreement or applicable law. Suspension or revocation of e-commerce authorization does not, by itself, terminate Wholesaler's authorization to sell JJM products at its approved brick-and-mortar locations. However, this does not limit JJM's right to suspend or close Wholesaler's customer account as provided above.

9. Severability; Modification; Entire Agreement. This Policy is severable; the invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of any other term. JJM may modify this Policy as provided in Section 1. This Policy supplements the General Terms, including their applicable provisions regarding warranties, limitations of liability, governing law and

venue, and intellectual property. Wholesaler's e-commerce activities involving JJM products are governed exclusively by this Policy, the General Terms, any written authorizations issued by JJM under Sections 2 and 3, and any separate written agreement between JJM and Wholesaler.