

THIS ONLINE RESELLER AGREEMENT ("Agreement") is made between Pentair Filtration Solutions, LLC, a Delaware limited liability company, and its affiliates ("Pentair") and the undersigned Online Reseller ("Online Reseller") as of the date of Pentair's signature (the "Effective Date"). Each may be referred to as a Party and collectively as the Parties.

RECITALS

WHEREAS, Pentair is engaged in the business of manufacturing and distributing high-quality water solutions products; and

WHEREAS, Online Reseller desires to purchase and resell Pentair Products (defined below) to Customers (defined below) in the Territory (defined below) on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows.

SECTION 1.

Definitions

Section 1.1 "Customers" shall mean individuals or entities who are purchasing the Products from a Pentair Online Reseller (as defined below) for their end-use and not for resale purposes.

Section 1.2 "Online Reseller" shall mean individuals or entities who are approved by Pentair to purchase the Products from either Pentair or a Pentair authorized distributor to be resold through an online website or third-party marketplace (such as Amazon or eBay) pursuant to the terms set forth in this Agreement.

Section 1.3 "Products" shall those Products listed at <https://www.pentair.com/commercialmapp>.

Section 1.4 "Territory" shall mean the United States and its territories and Canada.

Section 1.5 "Trademark" shall mean all trademarks owned or licensed by the Pentair (with sublicensing rights) that are used with the Products in the Territory, including but not limited to the marks PENTAIR, Manitowoc, Koolaire, Everpure, and OptiPure, whether they incorporate words or designs. It covers registered trademarks, pending trademark applications, and common law marks.

Section 1.6 "Platforms" This Agreement applies to all

Platforms, including websites and mobile applications, through which Online Reseller markets and sells Pentair Products.

SECTION 2.

Appointment as Online Reseller

Section 2.1 Grant. Pentair hereby grants to Online Reseller the non-exclusive and non-transferable right to promote and sell the Products only to Customers within the Territory during the Term. Pentair reserves the right, in its sole and absolute discretion, to appoint additional resellers in any Territory, to sell the Products directly or indirectly to any person or entity by any distribution method, and to commercialize the Products, or any of them, to or on behalf of any third party. Pentair also reserves the right to modify or discontinue any of the terms, policies, or requirements set forth herein upon notice to Online Reseller.

Section 2.2 Nature of Relationship. Pentair and Online Reseller have a supplier-reseller relationship. Online Reseller is an independent contractor and cannot create obligations for Pentair, except as specified in this Agreement. This does not establish a principal-agent or employer-employee relationship.

Section 2.3 Online Reseller Obligations.

Section 2.3.1 Online Reseller must obtain Pentair's written approval to sell Products online. To apply, Online Reseller must provide the information specified in this Agreement, but approval is not guaranteed. Pentair will review the application and decide, at its sole discretion, whether to authorize Online Reseller to sell the Products at the provided URL(s). Only Pentair-approved URLs are permitted for advertising and selling Products. Any new URLs require written approval from Pentair before use. Online Reseller must sell only Pentair products and Pentair-authorized parts, with no substitutions or non-Pentair items. or generic versions or replicas.

Section 2.3.2 Online Reseller agrees that it shall include the product Stock- Keeping Unit ("SKU") for each product listed on its website.

Section 2.3.3 Online Reseller shall use its commercial best efforts to promote the sale of the Products within the Territory in a diligent manner, consistent with good business practices and will represent the Products in a professional manner with proper logos and marketing images to help support the brand. Pentair will provide proper support, images and logos to assist.

Section 2.3.4 Online Reseller agrees not to export or sell, directly or indirectly, any of the Products to (i) any individual or entity who is not a Customer; or (ii) any individual or entity outside of the Territory, unless such sale is specifically authorized in writing by Pentair. Online Reseller further agrees not to purchase, directly or indirectly, any of the Products, from any individual or entity other than Pentair or a Pentair distributor in the Territory, unless such purchase is specifically authorized in writing by Pentair.

Section 2.3.5 Online Reseller acknowledges receipt of Pentair's Minimum Advertised Price (MAP) Policy, a current copy of the MAP Policy is available at <https://www.pentair.com/commercialmapp>. Nothing in this Agreement or the MAP Policy shall be construed to restrict the price at which Online Reseller may actually sell the Products.

Section 2.3.4.1. Online Reseller shall ensure that all advertising of Pentair products complies with the MAP Policy. This includes, but is not limited to, internet advertisements, print media, and other forms of public communication. Online Reseller shall not engage in any prohibited practices as outlined in the MAP Policy, such as hidden discounts or misleading price indications. Online Reseller understands it is a violation of the MAP Policy to sell Products to customers who advertise in violation of the MAP Policy.

Section 2.3.5.2 Pentair may monitor MAP Policy compliance and enforce violations as follows:

- 1st: Written warning; 24 hours to comply.
- 2nd: 30-day suspension of Online Reseller's authorized status and shipments from Pentair.
- 3rd: 90-day suspension, cancellation of orders, forfeiture of rebates.
- 4th: One-year termination of Online Reseller's authorized status and discontinuation of sales.

Section 2.3.6 Online Reseller will purchase Products for resale in the Territory on its own account, not as Pentair's agent. Online Reseller is the vendor of record and responsible to its Customers. Online Reseller must collect sales taxes on all transactions and comply with applicable tax laws for internet sales.

Section 2.3.7 Online Reseller must promptly notify Pentair in writing of any claims regarding the Products, Pentair, or Online Reseller itself, and cooperate in handling these claims. Online Reseller shall facilitate communication between Pentair and Customers regarding inquiries, orders, delivery, quality, service, and other matters, with staff available for customer service and technical assistance. Online Reseller agrees to make only those representations about the Products as specified by Pentair and provide no warranties other than Pentair's

standard warranties. Optional protection plans may be offered with Pentair's prior written approval, clearly stating they are not part of Pentair's warranty.

Section 2.3.8 Online Reseller must comply with all laws and regulations related to marketing, selling, and handling the Products, and must not modify or damage the Products or their markings, including lot numbers, serial numbers, or dates. Pentair has the right to audit any Platform to ensure compliance with this Agreement. Audits will be limited to what's necessary for compliance. Online Reseller must also cooperate with any government investigations related to the Products.

Section 2.3.9 Online Reseller shall furnish to Pentair certain "sell-through" sales, market, and transaction data to assist Pentair in gauging future support of online products and trends, upon request and in a format acceptable to Pentair. This data will be limited to non-personal, aggregated sales/transaction information, such as units/dollars of Pentair products sold to end users and levels of stocking inventory on hand related to Online Reseller's sale of Pentair Products.

Section 2.5 Pentair Obligations.

Section 2.5.1 Product Support. Pentair shall provide Online Reseller with Product labeling and relevant information to support the promotion, sale and shipment of the Products. Additionally, Pentair will offer technical information and instructions deemed appropriate for these purposes at no cost. Pentair shall also provide Online Reseller with reasonable sales and service assistance for the Products, subject to availability and at Pentair's discretion.

Section 2.5.2 Online Reseller Listing and Hyperlinking. Pentair agrees to list Online Reseller as a Pentair Online Reseller in the reseller locator section of Pentair's website, if available, provided Online Reseller complies with this Agreement and all Pentair policies, including the MAP Policy. Pentair may, at its discretion, provide a hyperlink from the reseller locator section to Online Reseller's approved URL. Online Reseller grants Pentair all necessary rights, licenses, and permissions under intellectual property and other applicable laws for these purposes. The linked URL must direct customers to a Pentair-only landing page with no references to competing or alternative products or advertising. Pentair reserves the right to discontinue linking at any time and for any reason.

SECTION 3.

Grant of Right To Use Trademarks

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Section 3.1 Grant by Pentair. Pentair grants Online Reseller a non-exclusive, revocable right to use the Trademarks in the Territory during the Term. All rights and goodwill arising out of Online Reseller's use of the Trademarks shall belong to and benefit Pentair or its licensor.

Section 3.2 Restrictions on Transfer. Online Reseller shall not assign, sublicense, transfer or disclose any right to use, develop, or enjoy the Trademarks without the express written consent of Pentair.

Section 3.3 Use of Trademarks and Materials. Online Reseller agrees to use Pentair Trademarks and images on all Platforms in accordance with the guidelines set forth in this Agreement. All information related to Pentair or the Products that is included in Online Reseller's approved website(s) must be current and accurate. Pentair will provide necessary data, such as images, descriptions (including features, benefits and warranty terms), badges, and logos, provided that Online Reseller complies with this Agreement. These materials may only be used for promoting and selling Pentair Products. Alteration, unauthorized distribution, or use that could harm Pentair's brand integrity is prohibited.

Section 3.4 Quality Standards. Online Reseller shall maintain the quality standards for the Trademarks as set by Pentair or its licensor, which shall not fall below the highest quality standards. All use of the Trademarks shall conform to Pentair's branding standards.

Section 3.5 Display of Badges and Images. When advertising the Products, Online Reseller is encouraged to use and display the "Pentair Online Reseller" badge or hyperlink in all online media. The badge must be prominently displayed, stating it is a trademark of Pentair. When using Pentair product images, Online Reseller must state that the images are owned by Pentair and are reproduced with permission.

Section 3.6 Inspection and Compliance. Pentair has the right to inspect how Online Reseller uses the Pentair product images, descriptions, badges and logos to ensure proper quality. Pentair may, at its sole discretion, object to any use or proposed use of the Trademarks by Online Reseller. Online Reseller must implement any required modifications or takedowns within three days of receiving notice from Pentair.

Section 3.7 Indemnification and Liability. In addition to the indemnities provided by Online Reseller in Section 5 of the Agreement, Online Reseller agrees to indemnify and hold harmless Pentair and its respective officers, directors, employees, agents and others working for any of them or on their behalf from and against any and all third-party claims, liability, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from Online Reseller's authorized website(s) or the use and content

thereof. This provision shall survive any termination of the Agreement and/or Online Reseller's status as a Pentair Online Reseller.

SECTION 4.

Warranties and Representations

Section 4.1 Pentair's Limited Product Warranty.

Section 4.1.1 Warranty terms shall be provided at the following URL: www.pentair.com/warranty.

Section 4.1.2 Pentair will not guarantee the authenticity or performance of Products that are not purchased from Pentair, a Pentair distributor, or a Pentair Online Reseller.

Section 4.1.3 **DISCLAIMER. EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAWS, PENTAIR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR APPLICABILITY FOR A PARTICULAR PURPOSE, REGARDING THE PRODUCTS AND ANY DOCUMENTATION PROVIDED BY PENTAIR.**

Section 4.2 Online Reseller's Warranties and Representations. Online Reseller represents and warrants to Pentair that: (a) Online Reseller has duly registered the domain name of Online Reseller's authorized website(s) with all applicable authorities and possesses all of the rights necessary to use, and/or grant the license to use, such domain name; and (b) the content and materials which Online Reseller has placed within Online Reseller's authorized website(s), or any hyperlink therefrom, do not and will not infringe upon or violate any copyright, patent, trademark or other proprietary right of any third party, or any applicable law, regulation of non-proprietary third party right.

SECTION 5.

Indemnification, Limitation of Liability

Section 5.1 Indemnification. Online Reseller shall defend, indemnify and hold harmless Pentair and their respective subsidiaries, affiliates, officers, directors, employees, agents, and other working for them for and against any and all allegations, claims, actions, judgments, settlements, damages, losses, liabilities, costs and expenses (including attorneys' and experts' fees and expenses) directly or indirectly arising out of or in connection with (i) any breach of this Agreement by Online Reseller; (ii) any negligent act or omission by Online Reseller relating to the sale of the Products; and/or

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(iii) Online Reseller's website(s) or the use and content thereof.

Section 5.2 Limitation of Liability. Other than arising out of or related to a Party's indemnification or confidentiality obligations under this Agreement, neither Party shall be liable to the other under this Agreement for special, consequential or punitive damages of any kind, regardless of the action.

SECTION 6.

Confidentiality

Section 6.1 Online Reseller must keep confidential any information received from Pentair in connection with the transactions contemplated by this Agreement ("Confidential Information"). Confidential Information, includes but is not limited to, pricing information, supply sources, financial data, business plans, and any information marked by Pentair as confidential. The foregoing restrictions shall not apply to information that is (a) known or becomes publicly known (other than as a result of a breach of this section), or (b) is or has been disclosed to Online Reseller by a third party without a breach of any obligation of confidentiality such third party may have to Pentair. In the event of an unauthorized disclosure, Online Reseller agrees to immediately notify Pentair of the possession, use, knowledge, disclosure, or loss of Pentair's Confidential Information, and use all commercially reasonable efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information.

Section 6.2 Notwithstanding Section 6.1 above, Online Reseller shall be permitted to disclose Confidential Information (i) to its attorneys and accountants, provided that such person is subject to a duty to maintain confidentiality, and (ii) to the extent required pursuant to a subpoena or other legal process; provided, however, that where permitted by applicable law, Online Reseller shall notify Pentair in writing of the receipt of such subpoena or other legal process immediately after receipt thereof and Pentair shall have reasonable opportunity to quash such subpoena or other legal process prior to any disclosure by Online Reseller.

SECTION 7.

Term and Termination

Section 7.1 Initial Term and Renewal Term. This Agreement shall commence on the Effective Date and shall continue for one year (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each (each a

"Renewal Term," and collectively with the Initial Term, the "Term"), subject to the right of either Party to give the other written notice thirty (30) days prior to the end of the Initial Term or Renewal Term then in effect, as the case may be, that it does not intend to renew this Agreement, in which case this Agreement shall terminate at the expiration of the Term then in effect.

Section 7.2 Termination.

Section 7.2.1 Pentair may terminate this Agreement and Online Reseller's status as a Pentair Online Reseller, with or without cause, by providing written notice to Online Reseller. Except when immediate termination is necessary to protect Pentair's brand, customers, or to comply with legal requirements, Pentair will give Online Reseller written notice of any breach and allow five days to cure the breach before termination takes effect. Pentair will inform authorized distributors of Online Reseller's status or termination. Upon receiving a termination notice, Online Reseller must immediately cease using any icons, images, or graphics that indicate they are a Pentair Online Reseller and remove all references to Pentair and its Products from their website(s).

Section 7.2.2 Sales of Products through an unauthorized URL or third-party website may result in the termination of this Agreement and Online Reseller's business relationship with Pentair. No incentives agreed to by the Parties will be paid in connection with sales of the Products through an unauthorized URL or third-party website.

Section 7.3 Rights and Duties on Termination.

Section 7.3.1 Upon termination of this Agreement:

1. Online Reseller cannot purchase or sell Products, except as noted in this section.
2. All open orders are canceled.
3. Online Reseller must immediately pay all due amounts, including future sums that would have been owed if the Agreement continued.

Pentair may choose to:

- Require the return of unsold Products to Pentair or an authorized distributor.
- Allow Online Reseller to sell first-quality Products at market prices for six months ("Deactivation Period"), provided they comply with the Agreement.

Sales of improperly labeled, stored, or defective Products are not allowed during the Deactivation Period.

Section 7.3.2 In addition, upon the termination of this Agreement, Online Reseller shall (i) return all Confidential Information and promotional material or samples to Pentair and (ii) discontinue all use of all Trademarks and shall have no further license to any Trademarks.

Section 7.3.3 Notwithstanding anything to the

Initial ____/____

contrary herein, Sections 1 and 5 through 9 shall survive the termination of this Agreement.

SECTION 8.

Privacy, Data Security

Section 8.1 Online Reseller must comply with all relevant U.S. and Canadian laws, including data privacy and sales regulations. This covers U.S. federal and state laws, PIPEDA, and applicable provincial laws.

Section 8.2 Online Reseller must:

1. Publish and maintain a privacy and usage policy on its authorized website(s) regarding customer information.
2. Display a clear statement about the security level for online transactions.
3. Not sell, transfer, or share customer personal information with third parties, except as required by law or with customer consent.
4. Implement industry-standard security measures to protect customer information related to Product sales.

Section 8.3 Online Reseller must promptly notify Pentair of any data breach involving personal information collected in connection with Pentair Products and comply with all applicable breach notification laws.

SECTION 9.

Miscellaneous

Notices must be written and sent by hand, courier, or email to the addresses on the signature page. This Agreement binds and benefits the Parties and their successors. Online Reseller cannot assign duties without Pentair's written consent; unauthorized assignments are void. Changes require written agreement by the Parties. Not enforcing a provision doesn't waive future enforcement; waivers must be written and signed. This Agreement is complete and overrides prior agreements. Invalid provisions will be adjusted to be enforceable, and the rest remains effective. This Agreement is governed by Minnesota law, excluding its conflict of law provisions and can be signed in counterparts, forming one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of Pentair's signature.

By signing below, Online Reseller agrees to be bound by the terms of this Agreement.

Online Reseller

Applicant's Signature _____

Applicant's Name _____

DBA/Trade Name(s) _____

Primary Contact _____

Email Address _____

Physical Address _____

Mailing Address (if different) _____

Name of Distributor who sourced Product _____

Website(s) or mobile applications through which Online Reseller intends to market for sale and resell the Products, including Amazon Merchant (Seller) Names and Storefronts, eBay Merchant (Seller) names and storefronts.

Example: www.XYZSellingStore.com

Example: Amazon.com / Storefront Name "XYZ Store" / Seller ID

Pentair Filtration Solutions, LLC or its affiliates

By _____

Name _____

Title _____

Date _____