## **Work Sharp Brand Policy**

This Brand Policy (the "Policy") governs Darex, LLC d/b/a/ Work Sharp ("Work Sharp", "we", or "us") authorization of Work Sharp authorized resellers and Work Sharp authorized distributors ("Work Sharp Authorized Seller" or "You") to use Work Sharp brand assets in the nature of words, phrases, symbols, designs, marketing materials, downloadable content, and other features that uniquely identify Work Sharp products and services in the market (collectively "the Brand Assets"). IF YOU ARE NOT A WORK SHARP AUTHORIZED SELLER, DO NOT USE THE BRAND ASSETS.

## **Brand Assets**

Some examples of the Brand Assets include the registered word marks "Work Sharp®", "Drill Doctor®", and our logos:





Other examples of the Brand Assets include the following word marks:

- Edge-Vision<sup>™</sup>
- Pivot-Response<sup>™</sup>
- Tri-Brasive<sup>™</sup>
- Convex Carbide<sup>™</sup>

## You may:

- Use the Brand Assets to refer to the appropriate Work Sharp products and services.
- Use our registered word marks verbatim as shown above, including, but not limited to, using the R symbol, capitalization, spacing, orientation, hyphens, and punctuation
- Maintain the shape, position, color, and orientation of our logos without alteration or modification.
- Use our unregistered word marks verbatim as shown above, including but not limited to, using the TM symbol, capitalization, spacing, hyphens, and punctuation.

## You may not:

- Use the Brand Assets in a way that suggests or implies partnership, sponsorship or endorsement by Work Sharp brands.
- Incorporate the Brand Assets, or anything confusingly similar, into Your or third-party trademarks, domain names, logos or similar content.
- Feature the Brand Assets on materials associated with (i) unlawful activity, (ii) content which is negative, disparaging or otherwise harmful to Work Sharp or its users.
- Seek to register or otherwise obtain protection for the Brand Assets, or any mark confusingly similar thereto
- Make any modification to the Brand Assets without obtaining prior written consent of Work Sharp.
- When using a Brand Asset, never vary the spelling, add or delete hyphens, or use a possessive or plural form.
- Use our logos in conjunction with third party trademarks or to imply Work Sharp's endorsement of, support for, or participation in, events, products or activities.

You agree to permit Work Sharp reasonable inspection of all uses of the Brand Assets by You upon request and at no costs or expense to Work Sharp. Failure to abide by this Policy may lead to termination of Your authorization to use the Brand Assets and/or termination of Your status as a Work Sharp Authorized Seller. We may modify this Policy without prior notice by posting the most recent version on our website. You're responsible for following any modified terms, so be sure to review this Policy regularly. Visit our website for the most current revision: <u>www.worksharptools.com</u> or <u>www.drilldoctor.com</u>.

All Brand Assets are provided by Work Sharp "As Is." Work Sharp makes no warranties, express, implied or statutory, regarding the accuracy, completeness, performance, merchantability, fitness for use, non-infringement, or other attributes of its Brand Assets. Work Sharp owns all proprietary and intellectual property rights associated with the Brand Assets. All use of the Brand Assets by You ensures to the benefit of Work Sharp.

If You have any questions about this Policy, please contact us at:

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