SCHEDULE C

Intellectual Property Restrictions

General:

a. Reseller shall ensure that the Licensed IP is: (a) used in conjunction with the ® or TM designations as directed by SharkNinja; (b) not modified in any manner without the prior written consent of SharkNinja; (c) used alone without any other terms, marks, or designs which may detract from the Licensed IP; and (d) displayed according to specifications which SharkNinja may provide or amend from time to time.

b. Reseller shall perform all acts requested by SharkNinja to ensure that the nature and quality of Reseller's use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP. Reseller is specifically prohibited from registering or using any domain name containing any SharkNinja owned or licensed brand names or any other trademark used or owned by SharkNinja.

c. Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of SharkNinja. Reseller shall not do anything inconsistent with SharkNinja's ownership of the Licensed IP, including, but not limited to, using, causing, or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), metadata tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or SharkNinja's title to or rights in the Licensed IP.

d. Reseller shall not use the Licensed IP in a manner that disparages SharkNinja or the Products, blurs, dilutes, or otherwise diminishes the Licensed IP, or portrays SharkNinja, its brands, or the Products in a false or poor light.

e. Upon termination of this Agreement, Reseller shall immediately discontinue and abandon its use of the Licensed IP, shall cease to advertise or represent itself as an authorized reseller, and shall cease to market, advertise, offer to sell, and/or sell the Products. Reseller must promptly return to SharkNinja all confidential information, including, but not limited to, all documents and information concerning prices, marketing, advertising, and promotional activities (the "Confidential Information").

f. Reseller shall promptly inform SharkNinja of any action or conduct of any person which may infringe upon any of SharkNinja's intellectual property rights. Reseller shall cooperate fully with SharkNinja in connection with any legal action taken by SharkNinja in connection with any such infringement.

URLs/ Domains:

Reseller's domain(s) and URL(s) must not contain the word SharkNinja or any current of future trademarks or brands of SharkNinja, including any variation or combination of these words or trademarks with each other or with other words.

Examples of Prohibited Domain Names and URLs: www.joessharkninjaheadquarters.ca; www.joessharkninjashop.ca;

Exception: Trademarks authorized by SharkNinja for online use by Reseller (the "Authorized Marks") may appear in the text to the right of the ".ca/" extension. For example: www.joesshop.ca/sharkninja.htm is allowed; whereas www.joesshop.sharkninja.ca/sharkninja.htm is prohibited.

Website Content and Online Advertisements:

a. Reseller must not suggest or imply that its website, advertisement, sponsored link, or any other online marketing used or paid for by Reseller is in any way related to the official SharkNinja website owned and operated by SharkNinja.

Examples of Prohibited Phrases: Terms such as "Official SharkNinja Headquarters," "SharkNinja Home," "SharkNinja Official Store," and "SharkNinja.ca" are always prohibited. Terms such as "SharkNinja Headquarters," "SharkNinja Outlet," "SharkNinja Depot," or "SharkNinja Store" are prohibited except when clearly and conspicuously associated with Reseller (e.g., "SharkNinja Store at Joe's Shop," or "Joe's Authorized SharkNinja Shop") and only if approved in advance and in writing by SharkNinja.

b. Reseller may not use Google AdWords' Dynamic Keyword Insertion or any similar search tool

when bidding on any Authorized Marks or any trademark used or owned by SharkNinja. All Authorized Marks in the Reseller's ad text must appear with the correct spelling and capitalization.

c. Reseller must not use superlatives to describe the quantity of inventory, the pricing of Products, or the online shopping experience, on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller.

Examples of Prohibited Phrases: Phrases such as "largest available online offering of SharkNinja," "lowest prices – SharkNinja" or "best SharkNinja website" are prohibited.

d. Reseller must accurately describe Products using the Authorized Marks. The Authorized Marks must always be followed by the generic word for the Product, such as "SharkNinja ® products." They must never be used in the possessive or in the plural. The Authorized Marks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as SharkNinja, and used in conjunction with the ® or ™ designation as directed by SharkNinja.

e. Reseller must use only those Product images, logos, marketing banners, and video clips provided or authorized in writing by SharkNinja within the two (2) most recent calendar years ("Authorized Images") on any website, advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller.

f. Reseller must not partner with any third-party that uses adware, spyware, or other software to engage in pop-up or pop-under advertising and/or generating non-user initiated activity (e.g., forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any trademark used or owned by SharkNinja or any common misspelling or confusingly similar trademarks is strictly prohibited.