

Welcome to the Mysa Smart Thermostat online ordering system.

We strive to develop lasting relationships with the professional installers that offer our products.

These Reseller Terms and Conditions of Sale is a supplement to our standard Terms and Conditions, including all documents incorporated herein by reference, and together form a legal agreement hereinafter referred to as the "Reseller Agreement" between you ("Reseller") and Empowered Homes Inc. ("Mysa"). The Reseller Agreement establishes the terms and conditions under which the Reseller shall purchase Mysa products ("Products") for resale. The "Effective Date" of the Reseller Agreement shall be the earlier of the date Reseller first agrees to or accepts this Reseller Agreement or the Reseller otherwise orders any Products or utilizes the Services. The Reseller Agreement is attached to and forms a part of the purchase order and/or written order confirmation ("Order"), and shall include in order of precedence:

- I. these Reseller Terms and Conditions of Sale (available to you via our wholesale web portal accessible via www.getmysa.com/pro; and
- II. standard Terms and Conditions and all policies referenced therein (available to you via www.getmysa.com), wherein all references to "Customer" shall mean "Reseller".

No additions or deletions or changes to any of the Reseller Agreement by you shall be valid or effective and no such actions shall in any way impose obligations on this Company. Terms and conditions of any type included with a Reseller's Order shall not be effective unless explicitly agreed in writing between the parties.

As used in these Reseller Terms and Conditions of Sale, the following definitions shall apply:

- A. "Reseller" shall mean "you", "your", "their", including distributors, wholesalers, contractors, or other businesses who purchase Mysa Products not for their own use but for the purposes of marketing and reselling to end users of the Product or to others businesses for further resale to end users of the Product.
- B. Mysa shall mean "we", "us", "our", "Empowered Homes Inc." or "Company", having its place of business at 64 Pine Bud Avenue, St. John's, Newfoundland and Labrador, Canada, A1B 1M9, operating out of 34 Harvey Road, Suite 302, St. John's, Newfoundland and Labrador, Canada, A1C 2G1.
- C. All defined terms in the standard Terms and Conditions.

These Reseller Terms and Conditions of Sale i) stipulates the Reseller compliance requirements and the additional terms and conditions as a Reseller of our Product, and ii) provides the terms and conditions, as expressly authorized in the Reseller Agreement, on which a) Mysa authorizes Reseller to resell Products, and b) Mysa will sell Products to Reseller in order to allow Reseller to re-sell and distribute such Products to customers.

In consideration of the mutual covenants herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Becoming an Authorized Reseller and Reseller Authorization

1.1. Becoming an Authorized Reseller

To become a Reseller of our Products, you must first apply via www.getmysa.com/pro. The requested information is to be completed to the best of your ability and we will contact you if any additional information is required. We also reserve the right to request additional credit/financial information as deemed necessary. Mysa will notify you via email should you be approved as an authorized Reseller of our Product and provide the following information:

- a) any additional restrictions or limitations pertaining to the authorization;
- b) the volume-based pricing, subject to the following:
 - i. at Mysa's discretion, prices are subject to change with thirty (30) days notice;
 - ii. Mysa Pricing Alignment and Guidelines;
 - iii. unless otherwise stated, prices are Incoterm 2010 DDP Reseller Ship To Address provided in the Order;

- iv. prices exclude all applicable value added taxes such as GST or HST or any other charges, including but not limited to, those imposed by any level of government on or in respect to this Reseller Agreement and any purchases hereunder. All such costs shall be to the Reseller's account;
- c) further Product details in both English and French;
- d) Mysa's Brand Guidelines; and
- e) option for a Demo Unit at a reduced cost for the purposes of demonstrating how the Product display works, available once your account has been set-up.

Upon your written confirmation of acceptance, which shall be deemed to include the acceptance of the Reseller Agreement, your account will be created and accessible through www.getmysa.com/pro.

1.2. Reseller Authorization

Upon Mysa's confirmation of approval, and subject to and in accordance with the terms and conditions of this Reseller Agreement, Mysa hereby authorizes Reseller, and Reseller hereby accepts such authorization, to market and resell Products purchased pursuant to the Order in the Designated Channel and authorized Territory. "Designated Channel" are wholesalers, distributors, electrical contractor or certified contractors, whether online or otherwise, who are buying for resale and not for their own use. "Territory" means (a) for Reseller located in Canada, Canada; and (b) for Resellers located in the United States, the United States. Reseller agrees not to sell, ship or transfer Products between Canada and the United States for the purposes of online or cross-border resale unless otherwise specifically agreed between the parties in writing. Authorization is subjected to the following conditions:

- a) Reseller is not authorized to purchase Products for your own use.
- b) In relation to the resale of our Product, Reseller may designate itself as an "Authorized Reseller of Mysa" only to the extent expressly provided in this Reseller Agreement. Reseller must conduct business in its own name and cannot represent, in any manner or to any extent, that Reseller is affiliated with, or is a part of, Mysa.
- c) Online Reseller is restricted from selling on marketplace websites (e.g. Amazon) or online auction sites (e.g. eBay).
- d) Reseller is restricted from selling to customers outside their authorized Territory.
- e) Reseller acknowledges Mysa's ownership and title to its trademarks and trade names whether or not registered, and you do not acquire any rights, nor will you act to impair the rights of Mysa in and to such ownership and title. Reseller is granted permission to reproduce Mysa's trademarks associated with the Product to the extent necessary in carrying out your Product marketing, advertising, servicing and sales activities as authorized hereunder. Any unauthorized use or modification of the Mysa trademark is expressly prohibited.
- f) Reseller makes such resales pursuant to terms and conditions no less stringent than our standard Terms and Conditions for end users or this Reseller Agreement for further resale customers.
- g) Reseller makes no representation or warranty on behalf of Mysa.
- h) Reseller fairly and accurately represents the Product and Services at all times in accordance with the Mysa Brand Guidelines.
- i) Reseller ensures that the complete unopened and untampered Product is delivered to the end user.

If you become aware of any such prohibited sales or activities of others, we require that you notify us immediately.

Reseller's authorization is limited, non-transferable, non-exclusive, and revocable at any time. Reseller acknowledges that Mysa reserves the unrestricted right to directly sell, market and distribute, or to grant to others the right to sell, market, and distribute the Products in the Territory and the Designated Channel. Reseller further acknowledges that Mysa also reserves the unrestricted right to grant exclusivity to a particular country or countries.

Mysa support is available to the Reseller via our support portal in www.getmysa.com in relation to the Product and functionality. We are not obligated to provide training or support to the Reseller pertaining to how to market and/or sell our Product.

1.3. Software

The Product includes embedded Mysa proprietary software and firmware and any use by the Reseller or its' customers shall be subject to our standard Terms and Conditions. Mysa does not grant any rights or licenses to the Reseller pertaining to our software and firmware.

2. Reseller Obligations

Reseller represents, warrants and agrees that it shall comply with the following obligations and responsibilities:

- a) ensure your personnel are reasonably familiar with the installation, operation and functionality of our Products;
- b) expend reasonable time and effort to sell, promote, market, and advertise our Products to your customers;
- c) provide your customers with Product information;
- d) not in any manner or to any extent whatsoever incur any expenses on behalf of Mysa without our prior written consent. Unless otherwise agreed in writing between the parties, any and all costs incurred by you in any connection with this Reseller Agreement shall be your sole responsibility and liability.

3. Orders

3.1. Order Process

Once an authorized Reseller, simply log into www.getmysa.com/pro and ordering can be completed on-line. If this process is not suitable for you, alternative means for processing an Order may be available. Contact sales@getmysa.com for further information.

3.2. Order Acceptance

All Orders placed by Reseller are subject to acceptance by Mysa and we reserve the right to decline any Order, entirely or in part, at its discretion and for any reason. An Order shall only be deemed accepted by Mysa when we provide an Order confirmation in writing or when we initiate the shipment of the Product to the Reseller. Mysa may make staggered shipments pending inventory availability. Mysa will endeavor to make reasonable efforts to promptly notify Reseller of its intent to reject, in part or in full, any Orders or its intent to stagger shipments of the Order.

3.3. Required Order Information

All Orders must include, as a minimum, the following information:

- a) specific Product being ordered;
- b) unit quantity;
- c) agreed per unit pricing and subtotal Order price (pre-taxes);
- d) complete ship to address (must be a street address, postal box number will not be accepted); and
- e) shipping contact name, email and phone number.

3.4. Order Cancellation / Delay

After Order acceptance by Mysa, Orders cannot be cancelled or rescheduled by the Reseller without our written consent. Mysa may, in its own discretion, cancel or delay an Order and will make reasonable efforts to promptly notify Reseller of such.

4. Resale of Products

4.1. Internet Sales

You are permitted to resell online through your official website direct to your customers, however authorized approval is subject to the following conditions:

- a) In this Section 4.1, website means any website or other platform for selling products over the internet or by other electronic means (wherever established or operated in the world) that is established, operated, licensed, used or applied by you to promote, sell, support or service the Products.
- b) You shall confer with us from a marketing material quality assurance perspective prior to use and publication of our Product on your website or made available to your customers pertaining to:
 - i) technical specification, operational capabilities, and functionality of the website when it displays our Products or describes the availability for sale;
 - ii) compliance with our Mysa Brand Guidelines including consistency between the website and our advertising, trademarks and marketing;
 - iii) the accuracy of content related to the Products;
 - iv) product claims and offerings; and
 - v) any material changes to the above.
- c) At our request, you may be required to provide screen prints of any or all page referring to Mysa in order to properly provide our marketing material quality assurance check.
- d) Your website must:
 - i) you are not authorized to use “Mysa” in the domain name of your website;
 - ii) link to our Website (www.getmysa.com) where appropriate; and
 - iii) comply with all applicable laws and industry standards that apply within your Territory;

Should we determine that you are not meeting the above conditions, we will notify you for immediate resolution at Resellers cost. Any exceptions taken to the above must be preapproved by Mysa. In addition, pre-approval is also required should you wish to co-brand Mysa Product with yours or any other products that may be displayed on your webpage.

4.2. Brick-and-Mortar Sales

You are permitted to resell to your customers via brick-and-mortar (“B&M”) sales, however authorized approval is subject to the following conditions:

- a) You shall confer with us from a marketing material quality assurance perspective prior to use of and accessibility to our Product in your B&M location or made available to your customers pertaining to:
 - i) Product display, flyers, visual display profiles, or other manners in which our Product is presented;
 - ii) compliance with our Mysa Brand Guidelines including consistency between our advertising, trademarks and marketing;
 - iii) the accuracy of all content related to the Products;
 - iv) product claims and offerings; and
 - v) any future material changes to the above.
- b) At our request, you may be required to provide sample prints of Product visual displays in order to properly provide our marketing material quality assurance check.

Should we determine that you are not meeting the above conditions, we will notify you for immediate resolution at Resellers cost. Any exceptions taken to the above must be preapproved by Mysa. In addition, pre-approval is also required should you wish to co-brand Mysa Product with yours or any other products that may be displayed on your webpage.

4.3. Product Resale Pricing

Reseller must ensure that all publicly listed pricing is equal or higher than Mysa’s listed price on www.getmysa.com. Depending on the resale platform, we may elect to provide you with minimum sale prices. Generally, the following shall apply:

- a) We require a minimum of one (1) month notice prior to any sales and/or promotions are advertised.
- b) We reserve the right to aid in the Reseller's sales and/or promotions via creating awareness and driving engagement/sales. We reserve the right, at our discretion, to provide customers with your contact information in an effort to direct customers to you.
- c) With the exception of inclusion in storewide discounts offers, Mysa Products can only be on sale for a total of six (6) weeks per calendar year in any given Territory or Designated Channel.
- d) Bundle pricing is acceptable but must be bundled with other product(s) aligned with the intent of our Product.

5. Returns

Once Mysa has accepted the Order, Reseller must accept all Products ordered under this Reseller Agreement. An inspection of the shipment should be conducted upon arrival and any damages should be immediately reported to us. Under no circumstances is Reseller permitted to reject Products ordered or to return Products without our prior written consent. Damaged or defective Products may be returned within thirty (30) days from Mysa's delivery date and only with a Returned Merchandise Authorization ("RMA") provided by Mysa. All returns must be in the original Mysa packaging and contain all items provided with the Product.

Return request for a damaged or defective Product can be submitted to us via the following means:

- i. If the Product was purchased on-line via the Wholesale web portal, you can initiate the return request through the Support link by selecting "Shipping & Returns". You will need the email address and order number under which the Products were purchased. The returns portal will create an RMA request for our authorization.
- ii. If the Product was purchased via a Reseller purchase order or written order confirmation (i.e. no not via Wholesale web portal), you can request the RMA form via orders@getmsya.com to initiate the process.

Upon our confirmation that the return request is in accordance with the terms of the Reseller Agreement, an RMA number will be provided complete with Product return shipping direction. Upon our receipt and acceptable inspection of the returned Product, a replacement Product(s) will be shipped in accordance with Incoterms 2010 DDP Reseller Ship To address. Reseller may be subject to a restocking fee determined on a case-by-case basis.

6. Payment Terms

Unless otherwise agreed in writing, payment in full is due prior to shipment. At our discretion, there may be instances in which we elect to invoice Reseller with alternative payment terms. For alternative payment terms, although risk of loss of Product passes to the Reseller upon delivery of the Product to the Reseller's ship to address, title of the Product shall not pass to Reseller until you have made all payments in full owing to Mysa. Reseller shall indemnify us for all our reasonable costs and expenses (including without limitation all reasonable legal fees) associated with the collection of any unpaid amounts due and payable hereunder. Reseller does not have the right to claim compensation or to set-off against any amounts which become payable to Mysa herein or otherwise.

7. Term and Termination

The Reseller Agreement shall commence on the Effective Date and remain in full force and effect for such period as Reseller is engaged in the resale of the purchased Products pursuant to an Order under this Reseller Agreement or otherwise terminated by us at our discretion. Once all such purchased Products have been sold by the Reseller, all rights and licenses granted to the Reseller hereunder shall terminate. Without limiting any provision available to us under the Reseller Agreement, we may revoke Reseller authorization should it be determined that, in our opinion, you are not in compliance with the terms and conditions of this Reseller Agreement. In such instances, you will be notified of such and we may elect to have any unsold units returned to us within thirty (30) days of notice, at our expense, for credit of purchase unit price only. Sections 6, 8, 9, and 10 shall survive any completion or termination of this Reseller Agreement.

8. Limitation of Liability

IN NO EVENT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW SHALL MYSA, ITS OFFICERS, DIRECTORS, EMPLOYERS REPRESENTATIVES, SHAREHOLDERS, AFFILIATES, CONTRACTORS, VENDORS, SUPPLIERS, OR AGENTS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY THE "MYSA PARTIES") BE LIABLE TO RESELLER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, IN RESPECT OF LOSS OF PROFIT OR REVENUE, COSTS OF DELAY, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD COSTS, BUSINESS INTERRUPTION COSTS, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, LOSS OF TIME OR INCONVENIENCE OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, INJURY TO REPUTATION, INJURY TO REPUTATION OR LOSS OF CONTRACTS/ORDERS) EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THE MYSA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MYSA PARTIES' TOTAL LIABILITY AND OBLIGATION IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE CAUSE OR FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED THE ACTUAL AMOUNTS PAID BY RESELLER TO MYSA UNDER THE APPLICABLE ORDER IN RESPECT OF THE PRODUCTS SUBJECT TO THE CLAIM. RESELLER WILL INDEMNIFY, DEFEND AND HOLD MYSA HARMLESS FROM ANY CLAIMS BASED ON (A) RESELLER'S COMPLIANCE WITH MYSA'S DESIGNS, SPECIFICATIONS, OR GUIDELINES, (B) MODIFICATIONS OF ANY PRODUCTS, AND/OR (C) USE IN COMBINATION WITH OTHER PRODUCTS. All disclaimers and limitations set forth herein shall apply regardless of the nature of any cause of action or demand (including, but not limited to breach of contract, breach of warranty, negligence, strict liability, tort or any other cause of action) and shall survive a fundamental breach or breaches and/or failure of the essential purpose of this Reseller Agreement or any remedy contained herein.

9. Indemnity

You agree to defend, indemnify and hold harmless Mysa and its respective employees, contractors, officers, directors, shareholders, agents, representatives, vendors, suppliers, affiliates, and content providers from and against any and all liabilities, claims and expenses, including attorneys' fees, that arise from a breach of or performance under the Reseller Agreement. Without limiting your indemnification obligations described herein, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

10. Warranty

10.1. Limited Customer Product Warranty

Mysa shall provide its standard Product limited warranty statement with the Product for end user customer benefit ("Customer Product Warranty"). Reseller agrees to provide its customers with notice of our Customer Product Warranty. Such Customer Product Warranty is specific to Mysa Products and we expressly exclude Demo Units from any warranty provisions. EXCEPT AS SET OUT IN THE CUSTOMER PRODUCT WARRANTY, MYSA PROVIDES NO WARRANTIES TO RESELLERS AND EXPRESSLY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, REPRESENTATIONS, PROMISES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY, DURABILITY, COMPATIBILITY, OPERATION OR USE OF THE PRODUCTS OR THAT THE PRODUCTS WILL MEET ANY PERSON'S REQUIREMENTS OR THAT ANY OR ALL DEFECTS WILL BE CORRECTABLE.

10.2. Reseller Warranty

Reseller represents and warrants to Mysa that:

- i. you shall use reasonable care in relation to the performance of your obligations hereunder;

- ii. in providing services to your customers, your performance shall be in a diligent and professional manner consistent with standards generally observed in the industry for similar services;
- iii. you have all the necessary skill and competence required to perform this Reseller Agreement and the necessary services to your customers;
- iv. you will provide us with all reasonable assistance, at your cost, in any connection with Product matters including warranty service or other as a result of your Product sales to your customers;
- v. you will comply with all applicable laws and regulations;
- vi. you will not in any manner or to any extent whatsoever:
 - a. engage in deceptive, illegal, misleading, or unethical practices that are or may be detrimental to Mysa and/or its Products/ Services, customers or the public;
 - b. engage in the publication or utilization of any misleading or deceptive advertising material with respect to us or our Product, or in any way damages or devalues our advertising, trademarks, marketing, branding or company reputation; and
 - c. make any representations, warranties, covenants, or guarantees whatsoever to anyone with respect to us or any of our Products that are inconsistent with those provided directly by us to you in writing.

11. Assignment

Neither this Reseller Agreement nor any rights granted hereby is assignable by Reseller without our written approval. Mysa may assign this Reseller Agreement without notice or approval from the Reseller.

12. Entire Agreement/Severability/Waiver

The Reseller Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, purchase or sales orders, negotiations and discussions, whether oral or written, of the parties. As used herein, the term "Reseller Agreement" shall include any such future modifications, amendments, supplements or other changes hereto made by Mysa. Unless explicitly agreed to in writing, Mysa shall not be bound by any terms or conditions which may be contained in Reseller's order forms, purchase orders or any other document. Mysa reserves the right to change the terms and conditions of the Reseller Agreement at any time and without notice and Reseller is responsible to review this Reseller Agreement each time an Order is placed. If any part of the Reseller Agreement that is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. No delay or omission by a party to exercise any right or power it has under the Reseller Agreement or to object to the failure of any covenant of the other party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

13. Independent Parties

The parties are acting hereunder as independent contractors, and nothing contained herein shall be construed as creating any partnership, joint venture, franchisor-franchisee, or agency relationship between the parties. Neither party shall have any right, power or authority to bind or obligate the other.

14. Language

It is agreed between the parties that this Reseller Agreement and any related documents are in the English language. Il est convenu entre les parties que le présent contrat de revendeur et tous les documents liés sont en anglais.