



Tom Arvia
Lowe's Companies, Inc.
1000 Lowe's Boulevard
Mooresville, NC 28117

3/31/2021

All claim(s), logos, marks, and statements set forth on EXHIBIT 1 and otherwise as shown on or included in Product packaging (collectively, the "**Claim(s)**") are hereby provided by SM Products, LLC. ("**Vendor**") for use by Lowe's in connection with any and all packaging, signage, marketing, advertising, brochures and/or other promotional efforts involving Spyder® Stinger™ Woodboring Bits (collectively, the "**Product**"). Such Claims shall include the following, by way of illustration, not limitation:

- Spyder® Stinger™ Woodboring Bits are exclusive to Lowe's in the national home center channel:
 - Spade Bits
 - Speed – Up to 20x faster than conventional spade bits.
 - Life – Up to 10x more holes per charge than conventional spade bits.
 - Auger Bits
 - Speed – Up to 20x faster than conventional spade bits.
 - Life – Up to 10x more holes per charge than conventional spade bits.
 - Power Bits
 - Speed – Up to 40x faster than conventional spade bits.
 - Life – Up to 25x more holes per charge than conventional spade bits.
 - Torque – Up to 50% less drilling torque than other threaded woodboring bits.
 - Brad Point Bits
 - Speed – Up to 6x faster than conventional brad point bits.
 - Life – Up to 10x longer life than conventional brad point bits.
 - Battery – Up to 30% longer battery life in cordless tools.

Vendor represents and warrants that the Claim(s) are appropriate for use in connection with the Product and that no such use could be deemed to constitute an unfair or deceptive statement as to any element of the Product. Vendor further represents and warrants that the Claim(s) are accurate and truthful, and that such Claim(s) have been tested, validated, and substantiated in accordance with all applicable rules, regulations, and law and that Vendor shall promptly notify Lowe's and Lowe's Legal Department in writing if such Claim(s) are no longer valid and substantiated in accordance with applicable rules, regulations and law. To the extent that Vendor is unable to substantiate the Claims and/or requests that Lowe's discontinue displaying any Claim(s) in any packaging, signage, marketing, advertising, brochures and/or other promotional efforts (collectively, "**Marketing Materials**"), Vendor shall pay for such replacement Marketing Materials. Vendor understands and agrees that:



- (i) Lowe's use of the Claim(s) is fully dependent upon Vendor's representations and warranties regarding the Claim(s);
- (ii) Lowe's is relying exclusively on Vendor's representations and warranties regarding the Claim(s) and/or the Product; and
- (iii) the Claim(s) are, for all purposes between the parties, to be deemed a part of the Product.

Vendor agrees to defend and indemnify Lowe's and its affiliates and subsidiaries, including each of their employees, officers, directors, and agents (collectively, the "**Indemnified Parties**"), and to hold each of the Indemnified Parties harmless from, and promptly reimburse them for all payments of money (fines, damages, legal fees, expenses, etc.) by reason of any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding whenever asserted or filed (even when negligence of Lowe's and/or any of the Indemnified Parties is alleged) arising or resulting from Lowe's use of such Claim(s); however, notwithstanding anything to the contrary, the indemnification provided by the preceding is in addition to any indemnity and/or insurance obligations provided by Vendor under any other agreement between the parties. Vendor agrees to notify Lowe's immediately of any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding arising from the Claim(s). In addition,

- (i) Lowe's at its exclusive option reserves the right to set-off any expenses incurred or likely expenses that will be incurred with respect to any claim or potential claim related to this Claim(s);
- (ii) Lowe's at its exclusive option, may back charge or set off any funds due to Vendor in respect to its damages or expenses to overcome any injunction or stoppage of importation of the Product; and
- (iii) nothing herein shall serve to lessen or restrict Vendor's obligations to Lowe's rights, including such right to back charge or set-off for any claim under any such other agreement between the parties.

Vendor agrees that Lowe's, in its sole discretion, may convert this letter into an electronic record and that in the event of any dispute involving this letter, a copy of such electronic record may serve as the exclusive original. Vendor consents to conducting business via electronic transactions and recognize the validity, enforceability and admissibility of any electronic record or any electronic signature created in connection with this letter or the relationship contemplated by it. Signed signature pages may be transmitted by facsimile or electronic mail, and any such signature shall have the same legal effect as an original. An electronic record of this letter and any electronic signature made in connection with this letter shall be deemed to have been signed by hand by the Vendor.

If you have any questions regarding the contents of this letter or need access to the substantiation referenced in this letter or other evidence demonstrating the validity of the Claim(s), please contact the Vendor's authorized signatory of this letter at the address listed below.

[Signature on the following page]



SM Products LLC, Spyder Products

Joseph C. Roethel

Printed Name

Joseph C. Roethel

Signature

CEO

Title

04-01-2021

Date

Address:

1201 Swift Ave.

North Kansas City, MO 64116



EXHIBIT 1

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