

## Reseller Policy

**NETGEAR, Inc.** (the “NETGEAR”) hereby adopts this Reseller Policy (this “Policy”) and requires that each person, firm or entity (as applicable, a “Reseller”) that purchases NETGEAR’s products and services (the “Products”) for resale or other distribution agree to comply with this Policy.

**Any Reseller that fails to comply with this Policy will be deemed an unauthorized reseller of the Products, and as such, shall have no right to: (i) sell the Products, (ii) use NETGEAR’s intellectual property, including any of its trademarks or copyrights, or (iii) offer NETGEAR’s consumer warranty applicable to any of the Products.**

1. Applicability. This Policy applies to all resales of the Products. Regardless as to where the Products were acquired, either directly from the NETGEAR, through an authorized distributor, or some other procurement method, a Reseller must comply with the terms of this Policy.
2. Sales to End Users Only. Unless otherwise agreed with NETGEAR in writing, Reseller may only purchase Products for resale to consumers and end user customers, and Reseller may not resell Products to other Resellers, distributors or for further distribution in any manner.
3. No Sales on Online Marketplaces. Without the NETGEAR’s express written consent, Reseller may not advertise or sell the Products online on any e-commerce platform, specifically including, but not limited to, Amazon, eBay and Walmart. Reseller may sell Products on its own website.
4. Handling and Storage. Reseller agrees to handle and store the Products in a safe manner and in compliance with NETGEAR’s storage and handling guidelines. Reseller will ensure that any Products it purchased are stored in secure, climate-controlled warehouses.
5. Product Packaging and Display. Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, SKU or other identifying information on Products or their packaging is prohibited. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-NETGEAR Products together with the Products in a manner that would create the impression that the non-NETGEAR Products are made by, endorsed by, or associated with NETGEAR.
6. Trademarks; Copyrights. Resellers that comply with this Policy have a limited, non-exclusive, non-sublicensable, revocable license to use NETGEAR’s trademarks and copyrights (collectively “Brand Assets”) in direct connection with the sale of the Products (and not any products or services other than NETGEAR’s Products). Reseller shall not alter, modify, or change any Brand Assets, nor shall Reseller use any Brand Assets other than for the promotion and sale of the Products, nor shall Reseller use any Brand Assets in any manner that negatively impacts such trademark or copyright or NETGEAR. Reseller agrees that all use of the Brand Assets, and all goodwill arising out of such use, shall inure to the sole benefit of NETGEAR. Reseller shall only use the Brand Assets: (i) specifically made available to Resellers such as in the Partner Portal or such other location indicated by NETGEAR, and (ii) in accordance with NETGEAR provided trademark and brand guidelines available in the Partner Portal or such

other location indicated by NETGEAR. Failure to comply with the Policy will result in the automatic revocation of the license granted herein and a total forfeiture of the rights granted herein. If Reseller stops reselling NETGEAR's Products for any reason, Resellers must stop all use of Brand Assets. Use of the Brand Assets does not create any right, title or interest of Reseller in the Brand Assets or in continuing rights to market or distribute Product. Reseller agrees to cooperate with NETGEAR if NETGEAR seeks to proceed with any infringement action regarding such rights. Reseller shall not register or contest NETGEAR's ownership of any Brand Assets or tolerate any act impairing or tending to impair any right, title or interest of NETGEAR in such Brand Assets. NETGEAR shall, at any time, have the right to audit Reseller's use of the Brand Assets and require Reseller to modify such use as may be specified by NETGEAR. NETGEAR reserves the right to revoke this license at any time for any or no reason.

7. Locations / Reporting. Reseller agrees to track the Products it purchases and to store all such Products at locations in compliance with this Policy. At NETGEAR's request, Reseller will provide NETGEAR with (a) a list of all storage locations utilized by Reseller, (b) an inventory of Products maintained at each such storage location, and (c) physical access for NETGEAR to perform an inventory to confirm the amounts and locations of Products at Reseller's stated locations.
8. Product Inspection. Promptly upon receipt of the Products, Reseller agrees to inspect the Products for damage, defects, evidence of tampering, or other non-conformances (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to NETGEAR.
9. Recall and Consumer Safety. To ensure the safety and well-being of the end users of the Products, Reseller agrees to cooperate with NETGEAR with respect to any Product recall or other consumer safety information dissemination efforts.
10. Customer Service. Reseller will maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions. At NETGEAR's request, Reseller will provide any reports or other information related to such customer services.
11. Product Loss and Theft. If any significant quantity of Products purchased by Reseller are lost or stolen, Reseller will promptly report such event to NETGEAR.
12. Report Unauthorized Resellers. If Reseller has information or reasonably suspects that any person is purchasing and reselling or distributing Products in a manner not authorized by NETGEAR or in violation of this Policy, Reseller must promptly notify NETGEAR.
13. Support of Manufacturer's Warranty. Reseller may extend to any proper purchaser of the Products the original manufacturer's warranty in accordance with its terms. Reseller may not modify or alter the original manufacturer's warranty, represent or characterize the original manufacturer's warranty in any misleading manner, or extend its own warranty with respect to the Products. Failure to comply with this Policy will result in the total forfeiture of Reseller's right to offer NETGEAR's consumer warranty.
14. Other Information, Documents and Reports. Reseller must provide NETGEAR with any supplemental information, documents and reports that NETGEAR may request in order to

validate Reseller's compliance with this Policy and to support NETGEAR's warranty support and customer support obligations and initiatives.

**RESELLERS WHO FAIL TO COMPLY WITH THE FOREGOING TERMS FORFEIT  
THE RIGHT TO SELL THE PRODUCTS.**

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