



STANLEY BLACK & DECKER'S AUTHORIZED RESELLER POLICY FOR DEWALT® OUTDOOR PRODUCTS

(EFFECTIVE DATE: February 1, 2024)

Upon the Effective Date of February 1, 2024 (the "Effective Date") only resellers operating in the United States or its Territories who are so authorized ("Authorized Resellers") by Stanley Black & Decker's Outdoor Products Group ("OPG") may sell, distribute, advertise, market or promote DEWALT®-branded outdoor and lawn and garden products ("OPG Products").

This Policy is used by OPG in its selection and retention of Authorized Resellers and in providing certain benefits to Authorized Resellers. OPG may limit the OPG Products that an Authorized Reseller is authorized to sell, distribute, advertise, market or promote and may specify the mode of sale (*e.g.*, through a brick-and-mortar location or over the Internet, either through the Authorized Reseller's own website or through an approved third-party web portal (hereinafter "third-party marketplace")), through which the Authorized Reseller may sell such OPG Products. OPG may conduct audits and unannounced, anonymous surveys and/or spot checks to assess an Authorized Reseller's compliance with this Policy.

Upon the Effective Date, this Policy shall apply to those OPG Products that were formerly covered by Stanley Black & Decker's Amended and Restated PPG Authorized Reseller Policy dated August 1, 2020, as amended (the "PPG ARP").

BY PURCHASING OPG PRODUCTS, EACH AUTHORIZED RESELLER IS SUBJECT TO THE TERMS OF THIS POLICY. OPG MAY AMEND OR SUPPLEMENT THIS POLICY AT ANY TIME. INTERPRETATION OF THIS POLICY IS AT THE SOLE DISCRETION OF OPG.

SELECTION AND RETENTION AS AN AUTHORIZED RESELLER OF ONE OR MORE OPG PRODUCTS OR ANY OF THE OPG PRODUCT CATEGORIES AND ENTITLEMENT TO ANY LEVEL OF BENEFITS DESCRIBED HEREIN ARE AT THE SOLE DISCRETION OF OPG. NON-COMPLIANCE WITH THIS POLICY MAY RESULT, AT THE SOLE DISCRETION OF OPG, IN THE SUSPENSION OR TERMINATION OF A RESELLER'S AUTHORIZATION TO SELL THE OPG PRODUCTS AND/OR THE AUTHORIZED RESELLER'S ENTITLEMENT TO ANY LEVEL OF BENEFITS DESCRIBED IN THIS POLICY.

The information contained herein is considered confidential and proprietary to OPG. It is disclosed to the Authorized Reseller conditioned upon the Authorized Reseller's agreement to hold the information in confidence and not disclose it to any third-party and only to those within the Authorized Reseller's organization on a need to know basis. The information is governed by the Uniform Trade Secrets Act and any confidentiality agreement entered into between the Authorized Reseller and OPG.

I. General Requirements

These general requirements apply to all Authorized Resellers, including both retailers (resellers who sell to end-users) and distributors (resellers who sell to or negotiate terms of sale for other distributors or retailers, including wholesalers and co-ops), regardless of mode of distribution or sale (*i.e.*, whether through a brick-and-mortar physical location, by mail order, through telephone sales, or over the Internet). All Authorized Resellers must comply with these General Requirements. Non-compliance may result in suspension or termination of the Authorized Reseller's authorization to sell one or more of OPG's Products and/or the Authorized Reseller's entitlement to any level of benefits described in this Policy.

A. Selection Process

OPG's Product brands are symbols of quality. OPG's continual quality assurance efforts require that Authorized Resellers maintain consistent quality standards in the marketing, sale and servicing of OPG's Products. OPG holds its Authorized Resellers to a standard of excellence, which requires that they consistently meet or exceed the expectations of all end-users of OPG Products, whether they are consumers, professional landscapers, professional tradesmen or industrial customers. OPG's selective distribution strategy helps to ensure that the end-user is satisfied with the entire purchase experience. Authorized Resellers must be dedicated to consistently providing the end-user with impeccable service and a high degree of OPG Product availability. Repeated out-of-stock occurrences are not acceptable.

1. Incumbent Resellers: For purposes of this Policy, an "Incumbent Reseller" is:

- (a) a reseller of OPG Products marketed under the DEWALT® brand who as of the day before the Effective Date was an Authorized Reseller under the PPG ARP; or
- (b) a reseller who was not an Authorized Reseller under the PPG ARP as of the day before the Effective Date, but was authorized to sell OPG Products marketed under the DEWALT® brand under the DEWALT® outdoor dealer channel program (primarily for Cub Cadet and Hustler dealers) in the OPG dealer channel.

Upon the Effective Date, an Incumbent Reseller described in subsection (a) above shall automatically become an Authorized Reseller of its then applicable retailer or distributor designation (*e.g.*, Brick & Mortar Retailer, Brick & Click Retailer, Click-Only Retailer, E-Commerce Retailer or Distributor) under this Policy. Upon the Effective Date, an Incumbent Reseller under subsection (b) above shall automatically become an Authorized Brick-and-Mortar Retailer of OPG Products. Any Incumbent Reseller under subsection (b) of this Section who wishes to have different retailer or distributor designation must file an application in accordance with section I(A)(2) below.

2. New Applicants and Re-designation Applicants: All resellers who are not Incumbent Resellers shall be deemed New Applicants under this Policy. All New Applicants and any Incumbent Resellers under section I(A)1(b) who desire to sell OPG Products online ("Re-designation Applicants") must complete and submit an Authorized Reseller Application, which application can be obtained by emailing the request to internetadmin@sbdinc.com. In that application, each New Applicant or Re-designation Applicant will identify the category of Reseller (*e.g.*, Brick & Mortar Retailer, Brick & Click Retailer, Click-Only Retailer, E-Commerce Retailer, FRP Retailer and/or Distributor) (as defined below) that the New Applicant or Re-designation Applicant seeks to serve for OPG Products. By identifying a specific reseller category, each New Applicant and Re-designation Applicant verifies its good faith belief that it can meet the applicable criteria as set forth in this Policy. Upon receipt of the application from each New Applicant or Re-designation Applicant, it will be reviewed for authorization. The decision as to whether to award the requested authorization rests within the sole discretion of OPG.

Upon the Effective Date, the process for selecting new Authorized Resellers under this Policy will be as follows:

- (a) Upon receipt of a New Applicant application, OPG will review the application and

subsequently notify each New Applicant of its decision. Upon approval the New Applicant will be awarded a temporary authorization of ninety (90) days (the "Trial Period"), during which the New Applicant will be considered an Authorized Reseller under this Policy.

- (b) During the Trial Period, the New Applicant must: (i) meet the applicable minimum SKU and purchase commitment, as applicable, for the Trial Period as set forth below and (ii) otherwise demonstrate its compliance with this Policy.
- (c) After the Trial Period, OPG shall notify each New Applicant whether its authorization will continue beyond expiration of the Trial Period. If not permitted to continue beyond the Trial Period, the New Applicant's status as an Authorized Reseller under this Policy shall automatically and immediately terminate.

The above-referenced Trial Periods are inapplicable to Re-designation Applicants.

3. Annual Compliance Review: Compliance with all aspects of this Policy is continuously monitored by OPG. In addition to routine compliance evaluation, Authorized Resellers will be subject to Annual Compliance Review conducted by OPG. The Annual Compliance Reviews will be conducted in January of each calendar year after the applicable Effective Date of this Policy. The Annual Compliance Review will evaluate whether the Authorized Reseller:

- (a) has met the requisite Minimum Annual Purchase Commitment during the prior calendar year; and
- (b) is generally in compliance with all other aspects of this Policy.

4. Non-compliance/Reinstatement: Non-compliance with the Policy may result in suspension or termination of the Authorized Reseller's authorization to sell one or more OPG Products and/or the Authorized Reseller's entitlement to any level of benefits described in this Policy. To the extent that OPG, in the exercise of its sole discretion, provides an Authorized Reseller with notice and an opportunity to cure a violation of this Policy prior to termination, the Authorized Reseller must provide to OPG written verification of the corrective measures taken to cure the violation within the time prescribed by the written notice. Notwithstanding any such verification, repeat violations of this Policy within a twelve (12) month period following an initial notice of termination will be deemed a failure to cure the initial violation and may result in immediate termination with no further notice or opportunity to cure.

Any requests or applications for reinstatement of authorization to sell OPG Products or for other lost benefits will not be considered within the same quarter in which the sanction was imposed. OPG is under no obligation to consider any requests for reinstatement of authorization to sell OPG Products or other lost benefits. If considered at all, OPG will consider requests for reinstatement no sooner than the end of the quarter following the quarter in which the sanction was imposed.

B. Intellectual Property Licenses

The brand names and all OPG trademarks, trade names, depictions, colors, graphics or logos, whether or not registered or otherwise protected (the "Marks") associated with the OPG Products remain the sole and exclusive property of Stanley Black & Decker or its affiliates and nothing arising out of the relationship between OPG and any reseller conveys to the reseller any ownership rights in the Marks. Authorized Resellers may use the Marks only in the advertising, promotion and sale of authentic OPG Products in compliance with the terms of this policy. The Marks must be used exactly in the form provided and in conformity with any OPG trademark usage policies or guidelines, including, but not limited to shape, color match and imprint quality. Any proposed deviation must be approved in writing by OPG prior to use. Likewise, OPG shall own any trademark rights arising from an Authorized Online Retailer's use of

graphics, text, format and other information provided by OPG. Prior to any use of the Marks on goods or services, the Authorized Reseller must submit samples for OPG's approval. Additionally, no Authorized Reseller may use OPG Product depictions, graphics, or logos relating to the OPG Products that have not been provided by OPG in connection with the advertising, promotion or sale of any OPG Products without submitting samples to OPG for prior review and written approval of each such use. Except as set forth in a separate written license agreement, no person, including an Authorized Reseller, may use the Marks in or as part of any (i) domain name or URL on the Internet, (ii) trademark or service mark, or (iii) company or trade name. Any action on the part of an Authorized Reseller that violates the terms of this Policy or otherwise impairs the value of or goodwill associated with the Marks or is otherwise not in conformity with OPG's standards may result in the suspension or termination of the reseller's authorization to sell OPG Products or any other remedy permitted by law.

OPG grants to each of its Authorized Resellers limited, non-transferable, non-sublicenseable licenses of the patents relating to the OPG Products that the Authorized Reseller is authorized to sell and of the copyrighted materials included in any packaging or other written materials included therewith or related thereto and of the copyrighted OPG Product depictions, graphics, logos or text relating to the OPG Products that is otherwise provided by OPG. Said patent and copyright licenses are solely to sell such OPG Products covered by such patents and to which such copyrights relate only to end-users and other Authorized Resellers in compliance with the terms of this Policy. The sale of such patented OPG Products and the sale or use of such copyrighted materials by an Authorized Reseller that violate the terms of this Policy exceed the scope of the licenses herein granted to the Authorized Reseller and may constitute patent and/or copyright infringement.

C. Purchase and Resale Prohibitions

1. **Selective Distribution – Authorization Required:** OPG employs selective distribution in order to ensure that the expectations of end-users of OPG Products are consistently met or exceeded. In order to maintain this optimal customer experience, and to assure the integrity of products sold under OPG's brands, OPG prohibits both the sale and purchase of OPG Products to and from unauthorized resellers. Authorization to sell OPG Products is essential to OPG's ability to protect against the distribution, sale and marketing of counterfeit or "knock-offs" of OPG Products in the marketplace.
 - (a) **Resale Prohibitions:** In order to assure that OPG Products are not sold through distribution channels that OPG has not approved, ***Authorized Resellers are not permitted to sell OPG Products to any reseller that is not an Authorized Reseller, or otherwise assist in or facilitate sales of OPG Products by a reseller that is not an Authorized Reseller, without the prior written consent of OPG.*** By restricting the sale of OPG Products by Authorized Resellers to other Authorized Resellers, OPG is best able to assure the authenticity of the OPG Products distributed in the marketplace and manage the consumer's purchase experience. Pursuant to Section III(F) below, Authorized Resellers who sell online are provided online "Badges" to post on their websites that identify them as Authorized Resellers of the OPG Products. Before selling any OPG Product to a person that is not an end-user, the Authorized Reseller should check that person's website for the requisite Badge. If unsure whether a potential purchaser is authorized to sell the OPG Products, the Authorized Reseller should contact its account representative to obtain assurance that the prospective purchaser is an Authorized Reseller. In addition, without the written consent of OPG, an Authorized Reseller may not conduct the business of selling OPG Products under a fictitious name that has not been approved by OPG.

Selling OPG Products to resellers who are not Authorized Resellers, assisting in or facilitating sales of OPG Products by resellers who are not Authorized Resellers and/or selling OPG Products under an unapproved fictitious name may result in the loss of any benefit provided herein, the suspension or termination of the reseller's authorization and/or any other remedy permitted by law.

(b) **Purchase Prohibitions:** Authorized Resellers may only purchase OPG Products from OPG or an Authorized Distributor. Purchase of OPG Products, directly or indirectly, from any other entity may result in the loss of any benefit provided herein, the suspension or termination of the reseller's authorization and/or any other remedy permitted by law.

2. **Retailer Sales to End-Users Limited to North America:** OPG Products are designed, manufactured and packaged to country-specific requirements. The sale of OPG Products into geographic areas in which OPG Products were not intended to be sold, therefore, is prohibited. OPG Products intended for resale in North America (as defined below) may not be suitable for use with electrical systems outside of North America, may not comply with codes in effect outside of North America and may not provide the warnings and instructions required in countries outside of North America. Additionally, end-users located outside of North America may not have access to OPG Product service, accessories, replacement parts, and safety and recall notices relating to OPG Products that are intended for sale in North America. Except as authorized in writing by OPG, Authorized Resellers located in the United States may only sell OPG Products to end-users and other Authorized Resellers that are located in North America. Sales of OPG Products to end-users or resellers located outside of North America may result in the loss of any benefit provided herein, the suspension or termination of the reseller's authorization and/or any other remedy permitted by law.

For purposes of this Policy, "North America" is comprised of the United States and its Territories and Canada, "North America" does **NOT** include Mexico, or the island nations and island protectorates located in the Caribbean Sea.

3. **Original Packaging and OPG Product Configurations Requirement:** Except as expressly authorized in writing by OPG, OPG Products must be sold by the Authorized Reseller in the same configuration and packaging as they were purchased from OPG. If the model number is used to describe the Product, it must be the model number designated by OPG. Further, in the event of a "buy-one-get-one-free" promotion sanctioned by OPG, in which Authorized Resellers are provided free OPG Products by OPG, Authorized Resellers are expected to give away the free item to the end-user as intended by the promotion and cannot resell the free item.

4. **Other Restrictions on the Sale of Certain OPG Products:** OPG expressly reserves the right to determine which of the OPG Products to offer for sale to each of its Authorized Resellers and may designate certain of its OPG Products for distribution and sale to select customers, channels or retail platforms. Within the exercise of its sole discretion, for example, OPG may designate certain OPG Products for sale only to certain Authorized Resellers or may prohibit Authorized Resellers from reselling designated OPG Products on certain online platforms (e.g., third-party marketplaces).

D. Factory-Reconditioned OPG Products

From time-to-time, OPG may choose to authorize one or more resellers to resell factory-reconditioned OPG Products that have been certified and warranted by Stanley Black & Decker ("FR OPG Products"). All marketing and advertising of FR OPG Products by those Authorized Resellers who are authorized to sell such FR OPG Products must prominently state that those Products are **factory-reconditioned, and not new, OPG Products**. The catalog number referenced in the advertising must be that of the FR OPG Product (typically signified with the suffix "R") and not the catalog number of the new version of the OPG Product. Use of the phrase "used, like new" in connection with FR OPG Products is strictly prohibited. Additional provisions relating to the online resale of FR OPG Products to end-users are set forth in Section III (below).

F. Product Quality Policy.

Authorized Resellers must also abide by the Product Quality Policy attached hereto as **Addendum A**.

II. Authorized Brick-and-Mortar (“B&M”) Retailers

In addition to the General Requirements outlined in Section I above, Authorized Resellers selling from brick-and-mortar retail stores (“B&M Retailers”) must comply with the additional Minimum Requirements set forth in sections II(A) and II(B) below. B&M Retailers who meet all such requirements, may be eligible to receive the additional benefits detailed in Section II(C) below.

A. Minimum Requirements for B&M Retailers

All B&M Retailers must meet the following minimum requirements:

- B&M Retailer must operate at least one physical, brick-and-mortar retail store with a street address in the United States.
- B&M Retailer must carry and display in each of its retail stores the designated minimum number of OPG Product SKUs.
- B&M Retailer must maintain a knowledgeable sales staff and customer service support.
- B&M Retailer must provide to OPG and update the physical addresses of each of its retail stores, with telephone number, fax number, website and/or e-mail address as this information changes. This information should be provided directly to the B&M Retailer’s account representative.

B. Minimum SKU Requirements for B&M Retailers

(1) The following minimum SKU requirements apply to all OPG Product B&M Retailers:

New Applicant Minimum Number of SKU’s Carried In-Store During Trial Period (90 Days)	Minimum Number of SKU’s Carried In-Store
10 Product SKUs	10 Product SKUs

C. Benefits Provided to Compliant B&M Retailers - Retailer Locator Services

All B&M Retailers meeting the General Requirements of Section I and the Minimum Requirements of Sections II(A) and (B) above, may qualify for certain benefits that may be offered by OPG from time-to-time, including, but not limited to, the following:

- Non-exclusive exposure to prospective retail customers by inclusion of retailer’s name or logo on the retailer location pages of appropriate brand-specific OPG’s websites.
 - The zip code-based searches conducted from these pages will identify the retailer as an Authorized Reseller of the OPG Products in the customer’s requested zip code. Links include the Authorized Reseller’s retail address and contact information. Updated contact information provided to OPG will be posted within a reasonable time after receipt.
- Mapping functionality on the retailer location pages of appropriate OPG websites that provides prospective customers with directions to the Authorized Reseller’s physical, retail-store location(s).

In addition, compliant B&M Retailers who also meet online criteria set forth in Section III may

apply to become Brick & Click Retailers. Even if a B&M Retailer meets all of the identified criteria, its selection as a Brick & Click Retailer, however, rests within the sole discretion of OPG.

III. Authorized Online Retailers

Authorized Resellers may be additionally approved, in OPG's sole discretion, to serve as Authorized Online Retailers. Authorized Online Retailers fall into the following four (4) categories:

- **“Brick & Click Retailers”**: Authorized B&M Retailers, who in addition to meeting the requirements of Sections I and II above, also meet the additional online requirements set forth in this Section III, and are specifically approved by OPG (in the exercise of its sole discretion) to resell OPG Products on their own websites;
- **“Click-Only Retailers”**: Authorized Retailers who have little or no brick-and-mortar retail operations, but who meet the General Requirements of Section I above, as well as the additional online requirements of this Section III and operate at least two (2) distribution facilities in the continental US, and are specifically approved by OPG (in the exercise of its sole discretion) to resell one or more OPG Products on their own websites;
- **“E-Commerce Retailers”**: Authorized Retailers who have little or no brick-and-mortar retail operations, but who meet the requirements of Sections I, III and IV of this Policy and operate at least two (2) distribution facilities in the continental US and are specifically selected by OPG (in the exercise of its sole discretion), to resell one or more OPG Products on both their own websites and on approved third-party marketplaces in accordance with Section IV below. E-Commerce Retailers must also comply with the Marketplace Seller Addendum attached hereto as Addendum B.
- **“FRP Retailers”**: Authorized retailers who meet the criteria of Section I above and the additional online requirements set forth in this Section III and are specifically approved by the OPG to carry FR OPG Products in their own websites. FRP Retailers must also comply with the Marketplace Seller Addendum attached hereto as Addendum B.

A. Restrictions Applicable to Authorized Online Retailers

The following restrictions apply to different categories of Authorized Online Retailers:

1. **Brick & Click Retailers** may sell OPG Products in their brick-and-mortar stores and over the Internet only through their own websites. They may **NOT** sell, and are **PROHIBITED** from selling OPG Products on: (i) any third-party marketplaces; (ii) any social media/classified sites; or (iii) any auction or penny auction sites. Brick & Click Retailers may be authorized by OPG to sell online through their own websites select PPG batteries and chargers, as determined by OPG in its sole discretion, that also support OPG Products (the “Select PPG Batteries and Chargers”). The Select PPG Batteries and Chargers will be considered OPG Products for the limited purposes of administering this policy, but for all other purposes are subject to the current PPG policies, including the current PPG Minimum Advertising Pricing Policy.
2. **Click-Only Retailers** may sell OPG Products over the Internet only through their own websites. They may **NOT** sell, and are **PROHIBITED** from selling OPG Products on: (i) any third-party marketplaces; (ii) any social media/classified sites; or (iii) any auction or penny auction sites.
3. **E-Commerce Retailers** may sell OPG Products over the Internet on their own websites and may sell on certain approved third-party marketplaces as identified from time-to-time by OPG. They may **NOT** sell, and are **PROHIBITED** from selling OPG Products on: (i) any unapproved

third-party marketplaces; (ii) any unapproved social media/classified sites; or (iii) any unapproved auction or penny auction sites.

4. **FRP Retailers** may sell FR OPG Products over the Internet **only** in their brick-and-mortar retail stores, on their own websites or on a third-party marketplace that is specifically approved in writing by the OPG. They may **NOT** sell, and are **PROHIBITED** from selling FR OPG Products: (i) on any unapproved third-party web portal or marketplaces; (ii) on any social media/classified sites; or (iii) on any auction or penny auction sites. FRP Retailers who sell FR OPG Products on an approved third-party marketplace must further comply with the requirements of Section IV below.

Absent the express written consent of OPG, no Authorized Online Retailer of any category may permit its website to be used as a web portal or third-party marketplace for the sale of OPG Products by another person or entity.

B. Minimum Purchase and SKU Requirements for Authorized Online Retailers

Authorized Online Resellers must meet one of the following annual minimum purchase and SKU requirements set forth below.

1. The following OPG Product annual minimum purchase and OPG Product SKU requirements apply to all Brick & Click Retailers:

Brick & Click Minimum Purchase and SKU Requirements

Minimum Annual Purchase Commitment	New Applicant Purchase Commitment During Trial Period and Minimum Number of SKU's Carried In-Store During Trial Period (90 Days)	Minimum No. of SKU's Offered Online: Retailer's own Website
\$25,000	\$10,000 and 20 Product SKUs	20 Product SKUs

2. The following OPG Product annual minimum purchase and OPG Product SKU requirements apply to all Click-Only Retailers:

Click-Only Retailers Minimum Purchase and SKU Requirements

Minimum Annual Purchase Commitment	New Applicant Purchase Commitment During Trial Period and Minimum Number of SKU's Carried In-Store During Trial Period (90 Days)	Minimum No. of SKU's Offered Online: Retailer's own Website
\$100,000	\$50,000 and 50 Product SKUs	50 Product SKUs

3. The following OPG Product annual minimum purchase and OPG Product SKU requirements apply to all E-Commerce Retailers:

E-Commerce Retailer Minimum Requirements

Minimum Annual Purchase Commitment	New Applicant Purchase Commitment and Minimum Number of SKU's Carried In-Store During Trial Period (90 Days)	Minimum No. of SKU's Offered Online: Own Website and/or 3 rd -Party Marketplace
\$1 million	\$500,000 and 75 Product SKUS	75 Product SKUs

4. There are no minimum purchase requirements for FRP Retailers.
5. The Minimum Annual Purchase Commitments referenced in subsections III(B)(1) through (B)(3) above:
- (a) apply to both direct purchases (either direct-ship or drop-ship) of OPG Products or FR OPG Products from OPG and indirect purchases of such Products from another Authorized Reseller provided, however, that upon request the Authorized Online Retailer can provide documentation supporting all such indirect purchase volumes;
 - (b) are net of returns; and
 - (c) are measured by the calendar year. To the extent that an Effective Date for this Policy or a reseller's authorization to sell one or more OPG Products begins during the course of a given year, the Minimum Annual Purchase Commitment will be prorated by the number of months remaining in that calendar year.

C. Selection Criteria

The baseline requirement of all Authorized Online Retailers is the retailer's operation and maintenance of a fully functional, easy-to-navigate and visually appealing website that ensures a positive purchasing experience for the intended end-users of OPG's Products. Toward that end, OPG generally considers the following criteria in deciding whether a retailer can be an Authorized Online Retailer:

- The visual appeal, both in general and to the intended end-user of the online retailer's website.
- The ease of use and functionality of the online retailer's website.
- The "look & feel" of the online retailer's website, as it relates to the promotion and enhancement of the image and goodwill associated with OPG's brands.
- The online retailer's offline and online target market.
- The availability of complementary OPG Products and services that enhance the end-user's experience.
- Any unique or compelling advantages provided by the promotion and distribution of OPG Products by OPG through the online retailer's website.
- The online retailer's ability to meet a business opportunity not currently met by OPG's existing Authorized Reseller network.
- Additional website features considered, but not required, by OPG in selecting Authorized Online Retailers are as follows:

- **Visitor Tracking:** The Authorized Online Retailer's website has the ability to track end-user "foot traffic" by, for example, installing a "cookie" or a "pixel" on its website, to allow the retailer to identify the end-user.
- **Bounce Rate:** The Authorized Online Retailer's "Bounce Rate" -- a statistic that reflects the percentage of how many visitors enter a website and then quickly exit the website without moving beyond the homepage or making an online purchase.
- **Adwords/Paid Search Spending:** The estimated amount the Authorized Online Retailer spends with popular search engine providers (e.g., GOOGLE®, BING®) to promote its website or the brands sold on its website.

D. Retailer Website Requirements

Each Authorized Online Retailer is solely responsible for the design and development of its website. Each Authorized Online Retailer must operate and maintain its own website in compliance with the following requirements:

- The Authorized Online Retailer's website must be registered with OPG at: reseller.stanleyblackanddecker.com.
- All of the Authorized Online Retailer's URLs and/or any trade names must be registered with OPG before they can be used to sell OPG Products. ***It is the responsibility of the Authorized Online Retailer to maintain accurate and up-to-date company information and disclose all retail URLs.***
- The Authorized Online Retailer must provide OPG a non-expiring URL hyperlink to each such OPG "brand page" enabling visitors to link directly from OPG's website to the corresponding "brand page" of the Authorized Online Retailer's website. Each OPG brand page on the website must:
 - Prominently display the Authorized Online Retailer's appropriate Authorized Online Retailer "Badge" (see Section III(F) below);
 - Display the DEWALT® brand in a banner or header;
 - Contain a list of all OPG Product categories and/or FR OPG Products (if applicable) carried on the website; and
 - Utilize a format approved by OPG or a template provided by OPG.
- The Authorized Online Retailer's ownership of its website must be clear to the end-user from the overall appearance, graphics and trademark usage. The Authorized Online Retailer's name must be significantly more prominent than any OPG Mark.
- OPG Marks may not be used in the Authorized Online Retailer's domain name or URL unless they appear to the right of the top level domain name (e.g. ".com") in the Authorized Online Retailer's URL.
- Appropriate OPG Marks may be used as a metatag to identify accurately that OPG Products and/or FR OPG Products are available for sale from the website.
- The website must be of sufficient aesthetic quality as determined by OPG's e-Marketing team.
- The website must prominently display the Authorized Online Retailer's customer service contact information.
- Website functionality must minimally include:
 - A secure payment system for customer protection (e.g., PayPal, VeriSign).

- Prominent display of and compliance with an online privacy policy at least as stringent as the OPG privacy policy, which can be viewed at: <https://www.stanleyblackanddecker.com/privacy-policy>; and
 - 24/7 functionality 365 days a year with 99% uptime.
- The Website must have the capability to utilize and quickly load high-resolution graphics to minimize online user frustration and maximize end-user satisfaction with the Authorized Online Retailer's website and the purchase experience.
 - All OPG brand names and logos used on the website must meet all OPG brand standards.
 - The website must provide an area commonly known as a "brand page" that displays the DEWALT® brand carried by the Authorized Online Retailer.
 - Related and associated accessories should be linked to OPG products and equipment. Proper graphics, content and descriptions of the related and associated accessories are the responsibility of the Authorized Online Retailer.
 - The website must contain all warranty information for the OPG Products carried, including limitations of warranty.
 - The website must be updated promptly (at least once each quarter) to include the latest OPG graphics and text information. The Authorized Online Retailer is responsible for obtaining this information from its local OPG account representative and populating the data into its site.
 - The owner of the website is actively investing and growing through organic and paid search functionalities that allow for competitive brand recognition.

E. Data Sharing

All non-price related data acquired by the Authorized Online Retailer by reason of its status as an Authorized Online Retailer shall be shared with and may be used by OPG for any lawful purpose. This includes, but is not limited to: (i) OPG online point-of-sale ("POS") data, (ii) close rate from consumer "click throughs" and (iii) site search engine results. With respect to POS data, each Authorized Online Reseller must provide, upon request, non-price related POS information, by OPG model number of its sales of OPG Products, including, but not limited to, POS reports of quarterly volumes (by OPG model number) of OPG Products and/or FR OPG Products (if applicable) sold online and in-store. OPG reserves the right to perform an audit to verify the volume of sales made by each Authorized Online Retailer online and in-store.

F. Online Badging of Authorized Online Retailers

Except as permitted in writing by OPG, each Authorized Online Retailer must prominently display on each of the OPG "brand pages" of its website an online "Badge" provided to it by OPG. Each Badge will identify the reseller as an Authorized Online Retailer for DEWALT® OPG Products pursuant to this Policy and will be watermarked with a certification number for each respective Online Retailer website.

These online Badges ensure the end-user that each Authorized Online Retailer is an authorized and trusted retailer of OPG who:

- Is sufficiently familiar with OPG Products and/or FR OPG Products (if applicable) and available to answer questions.
- Is committed to providing excellent customer service.
- Has direct access to OPG Product managers and sales representatives.
- Can offer the latest OPG promotions.
- Can offer OPG-supplied accessories.

- Sells genuine OPG Products and/or FR OPG Products (if applicable).

G. Additional Requirements

All Authorized Online Retailers also must:

- Provide shipping to ensure delivery of OPG Products purchased from the website to the end-user within seven (7) days if the OPG Products are in stock.
- Comply with all laws, rules and regulations including FTC mail order rules.
- Provide direct access to knowledgeable customer service representative by telephone.
- Consistently meet or exceed OPG end-user satisfaction standards as reflected in customer satisfaction survey results.

H. What OPG Provides to its Authorized Online Retailers

Upon selection as an Authorized Online Retailer, OPG will provide the “Authorized Online Retailer” Badges described in Section III(F) above. The Badges inform both end-users and other Authorized Resellers of the retailer’s authorization to sell OPG Products and/or FR OPG Products (if applicable) online.

In addition, all Authorized Online Retailers (**except** FRP Retailers) may be eligible to receive the following additional benefits depending on the criteria set forth below:

- (a) OPG may provide quarterly reports delineating top-visited OPG Products and aggregate retailer “click- through” information.
- (b) OPG may supply the Authorized Online Retailer with rich media and other pertinent syndicated content.
- (c) OPG may provide data and images via OPG’s digital OPG Product library – Stanley Black & Decker Brand Portal – to support the Authorized Online Retailer’s website.

IV. Authorized E-Commerce Retailers and FRP Retailers

A. Designation of E-Commerce Retailers

Certain Authorized Online Retailers, who are **NOT** classified by OPG as Brick & Click Retailers or Click-Only Retailers, may be designated by OPG as an E-Commerce Retailer, based on the following criteria:

- Compliance with Minimum Purchase and Minimum SKU Requirements set forth in Section III(B)(3) above.
- Approximately 75% of the Authorized Online Retailer’s sales volume of OPG Products is generated through online sales;
- The Authorized Online Retailer’s superior performance and compliance with the provisions of Section III above (all which shall apply to all E-Commerce Retailers).

B. OPG’s Approval of Third-Party Marketplaces for Designated E-Commerce Retailers and FRP Retailers

Provided that they comply with all of the requirements of Sections I and III above and meet the criteria set forth in this Section IV, E-Commerce Retailers and FRP Retailers may market and sell those OPG Products that they are authorized to sell on their own websites and through third-party marketplaces

that have been approved by OPG. From time-to-time, OPG will notify its E-Commerce Retailers and FRP Retailers of any changes to the list of third-party marketplaces that OPG has approved in OPG's sole discretion. OPG reserves the right to terminate its approval of any third-party marketplace at any time and, upon any such termination, E-Commerce Retailers and FRP Retailers marketing and selling OPG Products through any such no-longer-approved third-party marketplace must cease such marketing and sales promptly. OPG further reserves the right to prohibit, from time-to-time, the marketing and sale of certain designated OPG Products through all or some of the approved third-party marketplaces in OPG's sole discretion.

Unless otherwise authorized in writing by OPG, promotional refund sales adjustments ("RSAs") do not apply to any sales made on third-party marketplaces.

C. Third-Party Marketplace Requirements

In order to market and sell OPG Products through approved third-party marketplaces, the E-Commerce Retailer and/or FRP Retailer must comply with the following:

- The Marketplace Seller Addendum attached hereto as Addendum B.
- Be an Authorized Online Retailer in good standing.
- Consistently comply with this Policy to the extent applicable.
- Register all "seller" names that it uses on approved third-party marketplaces indicating the "seller" name that will be used on each such approved third-party marketplace. OPG Marks may not be used in the E-Commerce Retailer's or FRP Retailer's "seller" name on a third-party marketplace.
- Utilize a secure payment system for customer protection (e.g., PayPal, VeriSign).
- Comply with all laws, rules and regulations including FTC mail order rules.
- Maintain an online "store" or "store-front" on the approved third-party marketplace that:
 - Displays ""Authorized Online Retailer" Badge and "clicks through" to a OPG verification page (provided after verification from OPG's E-Commerce team), if permitted by the host of the third-party marketplace.
 - Uses OPG-provided marketing material and images.
 - Provides a professional "look & feel" for OPG detail pages, including authorized OPG Product images, features/benefits, warranty and specifications.
 - Consistently meets or exceeds OPG's standards as reflected in customer satisfaction survey results on the third-party marketplace.
- Maintain "seller" (or product) pages that clearly identify the E-Commerce Retailer and/or FRP Retailer and include its:
 - Address.
 - Phone number.
 - Email address.
 - Return policy (that supports OPG warranty policy).
 - Contact name.
 - Shipping information (*i.e.*, the time it will ship from the E-Commerce Retailer's or FRP Retailer's store/warehouse).
 - Clearly displayed shipping policy and charges (e.g., \$7 flat rate shipping, or shipping calculation at checkout).
- Have "About Us (Me)" or similar information on the approved third-party marketplace that:
 - Identifies the authorized status of the E-Commerce Retailer and/or and FRP Retailer by

displaying, if permitted, the appropriate Authorized Online Retailer Badge and the following statement:

“[E-Commerce Retailer’s and/or FRP Retailer’s name] has been selected as an [E-Commerce Retailer and/or FRP Retailer] of [DEWALT® Products by satisfying the quality assurance standards of those brands, including those relating to end-user security and satisfaction, marketing accuracy and OPG Product and warranty support.”

V. Authorized Distributors

Authorized Resellers who primarily sell to or negotiate terms of sale for other Authorized Resellers (e.g., wholesalers, Co-ops) are considered Authorized Distributors of OPG Products. In addition to the General Requirements set forth in Section I above, the following requirements apply to all Authorized Distributors of OPG Products:

- Each Authorized Distributor must have a physical presence in and must operate at least one distribution warehouse (or “hub”) in the United States.
- Each Authorized Distributor must be capable of warehousing and stocking sufficient quantities of OPG Products to routinely meet the demands of authorized customers.
- Each Authorized Distributor must monitor their stocking levels and OPG Product availability weekly and maintain sufficient stocks of each OPG Product SKU supplied by OPG as is reflective of their role in OPG’s vertical distribution network. Continuous out-of-stock occurrences may result in temporary suspension or permanent termination as an Authorized Distributor.
- Each Authorized Distributor is expected to take all reasonably necessary steps to ensure that they sell OPG Products only to other Authorized Resellers including, but not limited to:
 - Checking the websites of each of its retail customers for the applicable OPG authorization Badges for the OPG Products sold to those retailers.
 - In the event of any reasonable doubt as to a customer’s authorization, affirmatively inquiring regarding such status with its OPG account manager.
- Each Authorized Distributor is permitted to sell to other Authorized Resellers online (either on its own website or through a third-party web portal) provided, however, that the following criteria are met:
 - The online ordering/sales system must be password protected so it is accessible only to other Authorized Resellers, and ***not*** viewable or accessible to end-users; and
 - The online ordering/sales system requires the Authorized Reseller to include procedures wherein the Authorized Reseller verifies prior to each purchase that its purchase of OPG Products is for resale purposes only.

Addendum A

STANLEY BLACK & DECKER'S PRODUCT QUALITY POLICY FOR DEWALT® OUTDOOR PRODUCTS

(EFFECTIVE DATE: February 1, 2024)

Upon the Effective Date of February 1, 2024 (the "Effective Date"), this Product Quality Policy for DEWALT® Outdoor Products (the "Quality Policy") is issued by Stanley Black & Decker's Outdoor Products Group ("OPG") and supplements and is deemed incorporated into the United States Authorized Reseller Policy for DEWALT® Outdoor Products (the "ARP"). Unless otherwise defined in this Quality Policy, the capitalized terms used herein shall have the same meanings ascribed to them in the ARP. This Quality Policy is issued to protect the DEWALT® brand by ensuring that Authorized Resellers appropriately maintain the quality of OPG Products in accordance with OPG's quality standards and deliver a purchase experience that consistently meets or exceeds the expectations of all end-users of OPG Products.

UPON THE EFFECTIVE DATE, BY PURCHASING OPG PRODUCTS, EACH AUTHORIZED RESELLER IS SUBJECT TO THE TERMS OF THIS QUALITY POLICY IN ADDITION TO THOSE OF THE ARP. OPG MAY AMEND OR SUPPLEMENT THIS QUALITY POLICY AT ANY TIME. INTERPRETATION OF THIS QUALITY POLICY IS AT THE SOLE DISCRETION OF OPG.

The information contained herein is considered confidential and proprietary to OPG. It is disclosed to the Authorized Reseller conditioned upon the Authorized Reseller's agreement to hold the information in confidence and not disclose it to any third-party and only to those within the Authorized Reseller's organization on a need-to-know basis. The information is governed by the Uniform Trade Secrets Act and any confidentiality agreement entered into between the Authorized Reseller and OPG.

I. General Product Quality and Customer Service Requirements

In addition to the requirements of the ARP, the following requirements apply to all Authorized Resellers, regardless of mode of distribution or sale. All Authorized Resellers must comply with these General Product Quality and Customer Service Requirements.

- Authorized Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time.
- Authorized Reseller shall not make any warranties or representations concerning the OPG Products except as expressly authorized by OPG.
- Authorized Reseller shall comply with all applicable laws, rules, regulations (including FTC mail order rules), and policies (a) applicable to Authorized Reseller's business and/or (b) related to the marketing and sale of the OPG Products.
- Authorized Reseller shall represent the OPG Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of OPG; the DEWALT®, brand; or any of the OPG Products. Authorized Reseller shall not advertise OPG Products not carried in Authorized Reseller's inventory or available through an approved drop-shipping arrangement.

- Authorized Reseller shall comply with all instructions provided by OPG regarding the storage, handling, shipping, disposal, and/or other aspect of the OPG Products, including instructions provided on OPG Product labels. Authorized Reseller shall store OPG Products in a cool, dry place, away from direct sunlight, liquids, oils, or extreme temperatures. If Authorized Reseller has reason to believe any OPG Products with lithium-ion batteries have been subjected to prolonged extreme temperatures, Authorized Reseller shall promptly contact OPG or Authorized Reseller's OPG Authorized Distributor for further instructions.
- Authorized Reseller shall sell OPG Products in their original packaging. Relabeling, repackaging (including the separation of bundled OPG Products or the bundling of OPG Products), and other alterations to OPG Products or their packaging are not permitted, without the express permission of OPG.
- Authorized Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the OPG Products. Authorized Reseller shall not tamper with, deface, or otherwise alter any serial number, date code, UPC code, lot code, or other identifying information on OPG Products or their packaging.
- Authorized Reseller shall not advertise or resell as "new" any OPG Product that has been returned opened or repackaged. For avoidance of doubt and in any event, FRP Retailers must prominently state that FR OPG Products are factory-reconditioned, and not new OPG Products.
- Promptly upon receipt of the OPG Products, Authorized Reseller shall inspect the OPG Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, Authorized Reseller shall not offer the OPG Product for sale and shall promptly report the Defect to OPG at: inquiry@sbdinc.com.
- Authorized Reseller must maintain a knowledgeable sales staff and customer service support. Authorized Reseller's sales staff shall be familiar with the special features of all OPG Products marketed for sale and obtain sufficient OPG Product knowledge to advise customers on the selection and safe and proper use of the OPG Products, as well as any applicable warranty, guarantee, service, or return policy. Authorized Reseller's sales staff shall be available to respond to customer questions and concerns both before and after sale of the OPG Products and shall respond to customer inquiries promptly.
- Except for a drop-shipment arrangement approved by OPG whereby OPG, a OPG Authorized Distributor, or a OPG-approved third-party ships OPG Products on the Authorized Reseller's behalf to customers who order OPG Products, under no circumstances shall Authorized Reseller permit orders to be fulfilled in any way that results in the shipped OPG Products coming from inventory other than its own.
- Authorized Reseller shall ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the OPG Products is aware of and complies with all OPG Product quality controls and customer service standards described herein or otherwise conveyed by OPG. Authorized Reseller shall ensure that any such third-party logistics provider stores all inventory of OPG Products segregated by seller such that no OPG Products provided to the third-party logistics provider are commingled with those owned by any third party. OPG reserves the right to request additional information regarding the use of third-party logistics providers and Authorized Reseller must promptly provide such information to OPG. Authorized Reseller shall cooperate with OPG in investigating any concerns related to the OPG Products that may relate to the use of a third-party logistics provider.

- Authorized Reseller shall cooperate with OPG with respect to any OPG Product tracking systems that may be implemented from time-to-time.
- Authorized Reseller shall cooperate with OPG with respect to any OPG Product recall or other consumer safety information dissemination efforts.
- Authorized Reseller shall implement commercially reasonable loss prevention and anti-diversion measures.
- Authorized Reseller shall report to OPG any customer complaint or adverse claim regarding the OPG Products and assist OPG in investigating any such complaints or adverse claims.
- Authorized Reseller shall cooperate with OPG in the investigation and resolution of any quality or customer service issues related to the sale of the OPG Products, including disclosing information regarding OPG Product sources, shipment, and handling.

II. Authorized Online Retailer Product Quality and Customer Service Requirements

In addition to the requirements of the ARP (including the Retailer Website Requirements in Section III(D)) and the requirements in Section I above, the following requirements apply to all Authorized Online Retailers:

- The Authorized Online Retailer's website(s) must be registered with OPG at: <http://reseller.stanleyblackanddecker.com/>. It is the responsibility of the Authorized Online Retailer to maintain accurate and up-to-date company information and disclose all retail URLs.
- The Authorized Online Retailer's ownership of its website must be clear to the end-user from the overall appearance, graphics and trademark usage, and no Authorized Online Retailer website may give the appearance that it is operated by OPG or any third party. The Authorized Online Retailer's name must be significantly more prominent than any OPG Mark.
- At OPG's request, Authorized Online Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise Authorized Online Retailer's website(s).
- Anonymous sales are prohibited. The Authorized Online Retailer's full legal name and/or registered trade or fictitious name, mailing address, email address, and telephone contact must be displayed prominently on the Authorized Online Retailer's website(s) and must be included with any shipment of OPG Products from the Authorized Online Retailer's website(s) or in an order confirmation email sent at the time of purchase.
- Authorized Online Retailer must provide direct access to knowledgeable customer service representatives by telephone and the website must prominently display the Authorized Online Retailer's customer service contact information.
- The Authorized Online Retailer must provide prompt and professional customer service and must consistently meet or exceed OPG end-user satisfaction standards as reflected in customer satisfaction survey results.
- Each of Authorized Online Retailer's websites shall have a mechanism for receiving customer feedback, and Authorized Online Retailer shall address all customer feedback

and inquiries received in a timely manner. Authorized Online Retailer shall provide copies of any information related to customer feedback (including any responses to customers) regarding the OPG Products to OPG for review upon request. Authorized Online Retailer shall cooperate with OPG in the investigation of any negative online review associated with Authorized Online Retailer's sale of the OPG Products and shall use reasonable efforts to resolve any such reviews. Authorized Online Retailer shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Authorized Online Retailer to disclose identifying information about its customers to OPG.

- Each of Authorized Online Retailer's websites shall comply with all applicable privacy, accessibility, and data security laws, regulations, and industry standards. The website shall include a secure payment system for customer protection (e.g., PayPal, VeriSign) and prominent display of and compliance with an online privacy policy at least as stringent as the OPG privacy policy, which can be viewed at: <https://www.stanleyblackanddecker.com/privacy-policy>.
- Authorized Online Retailer shall be responsible for all fulfillment to its customers who order OPG Products through Authorized Online Retailer's website(s), any applicable taxes associated with such purchases of OPG Products, and any returns of OPG Products. Authorized Online Retailer shall provide shipping to ensure delivery of OPG Products purchased from the website to the end-user within seven (7) days if the OPG Products are in stock.

Addendum B

STANLEY BLACK & DECKER'S MARKETPLACE SELLER ADDENDUM FOR DEWALT® Outdoor PRODUCTS

(EFFECTIVE DATE: February 1, 2024)

Upon the Effective Date of February 1, 2024 (the "Effective Date"), this Marketplace Seller Addendum for DEWALT® Outdoor Products (the "Addendum") is issued by Stanley Black & Decker's Outdoor Products Group ("OPG") and supplements the currently-effective United States Authorized Reseller Policy for DEWALT®, Outdoor Products (the "ARP") along with the Product Quality Policy for DEWALT® Outdoor Products (the "Quality Policy"). Unless otherwise defined in this Addendum, the capitalized terms used herein shall have the same meanings ascribed to them in the ARP.

Pursuant to the ARP, Authorized E-Commerce Retailers and Authorized FRP Retailers (each a "Marketplace Seller") may market and sell certain OPG Products through third-party marketplaces that have been approved by OPG, and as identified from time-to-time. A current list of approved 3rd party marketplaces is available upon request by contacting internetadmin@sbdinc.com.

The sale of OPG Products through other third-party marketplaces without OPG's written consent is prohibited. This Addendum is issued to protect the DEWALT® brand by ensuring that Marketplace Sellers appropriately maintain the quality of OPG Products in accordance with OPG's quality standards and deliver a purchase experience that consistently meets or exceeds the expectations of all end-users of OPG Products within the growing online marketplace sales environment considering the unique quality control and customer service challenges presented thereby.

UPON THE EFFECTIVE DATE, BY PURCHASING OPG PRODUCTS, EACH MARKETPLACE SELLER IS SUBJECT TO THE TERMS OF THIS ADDENDUM IN ADDITION TO THOSE OF THE ARP AND THE QUALITY POLICY. OPG MAY AMEND OR SUPPLEMENT THIS ADDENDUM AT ANY TIME. INTERPRETATION OF THIS ADDENDUM IS AT THE SOLE DISCRETION OF OPG.

The information contained herein is considered confidential and proprietary to OPG. It is disclosed to Marketplace Sellers conditioned upon the Marketplace Seller's agreement to hold the information in confidence and not disclose it to any third-party and only to those within the Marketplace Seller's organization on a need-to-know basis. The information is governed by the Uniform Trade Secrets Act and any confidentiality agreement entered into between the Marketplace Seller and OPG.

I. General Requirements

In addition to the requirements of the ARP (including Section IV) and the Quality Policy, the following requirements apply to all Marketplace Sellers with respect to all approved third-party marketplaces:

- The Marketplace Seller's storefronts on approved third-party marketplaces must be registered with OPG at: <http://reseller.stanleyblackanddecker.com/>. It is the responsibility of the Marketplace Seller to maintain accurate and up-to-date company information and disclose all retail URLs and marketplace storefront names and URLs.
- OPG reserves the right to request information from Marketplace Seller for purposes of verifying Marketplace Seller's compliance with this Addendum and/or evaluating Marketplace Seller's continued authorization to sell OPG Products. Marketplace Seller must promptly provide such information to OPG upon request.

- Marketplace Seller shall maintain an optimal seller feedback score.
- Marketplace Seller shall, to the fullest extent possible, disable all cross-border shipping or international listings of the OPG Products and disable automatic listings on affiliated or other online marketplace platforms.
- Marketplace Seller shall respond to any inquiries or communications from end-user customers received through any marketplace-operated communications platform within twenty-four (24) hours of receipt.

II. Amazon Storefront Requirements

To the extent Marketplace Seller is authorized to market and sell OPG Products through a storefront on the Amazon.com marketplace (an "Amazon Storefront"), the following additional requirements apply:

- Marketplace Seller shall not sell through the Amazon Storefront anonymously. The full legal name or registered trade name, mailing address, and telephone contact of Marketplace Seller's business must be clearly indicated on the Amazon Storefront.
- At Marketplace Seller's option and at Marketplace Seller's sole expense, Marketplace Seller may use Amazon's Fulfillment by Amazon ("FBA") service to fulfill orders for the OPG Products sold through the Amazon Storefront, provided that Marketplace Seller discloses its use of the FBA service to OPG. If Marketplace Seller uses the FBA service, Marketplace Seller shall:
 - provide the OPG Products to Amazon's FBA warehouses in a manner that ensures the OPG Products qualify for Amazon's Prime service and include free two (2) day or faster shipping for customers;
 - ensure that Marketplace Seller's inventory of OPG Products is not commingled with any OPG Products belonging to a third party by applying unique Fulfillment Network Stock Keeping Unit labels to each OPG Product fulfilled using the FBA service at Marketplace Seller's cost;
 - to the fullest extent permitted by Amazon, opt out of Amazon's "repackaging" program and any other program whereby Amazon fulfills orders for "new" OPG Products with OPG Products that have been returned opened or are repackaged or refurbished; and
 - request that Amazon return any unfillable or unsaleable OPG Products according to OPG's return policy or instructions. Marketplace Seller shall not permit Amazon to dispose of or otherwise liquidate unfillable or unsaleable OPG Products except in accordance with OPG's instructions.
- Marketplace Seller shall list OPG Products only on unique, non-duplicated Amazon Standard Identification Numbers ("ASIN(s)") created by or authorized by OPG. Marketplace Seller shall not create any new ASIN for a OPG Product without the prior written consent of OPG. Marketplace Seller shall not alter or modify the content of any ASIN without the prior written consent of OPG. To the extent Marketplace Seller acquires any right or interest in any ASIN used to market or sell the OPG Products, Marketplace Seller assigns and conveys all such right and/or interest to OPG, and Marketplace Seller shall engage in all activities or take any actions OPG requests to facilitate the transfer of ownership or control of any such ASIN to OPG. This subsection shall survive termination of the authorization granted to Marketplace Seller to sell OPG Products through the Amazon Storefront.
- Marketplace Seller shall not sell refurbished OPG Products as "renewed" through the

Amazon Renewed program without the prior written consent of OPG.

- Upon OPG's request, Marketplace Seller shall provide OPG with a report regarding its sales through the Amazon Storefront (an "Amazon Performance Report"). This Amazon Performance Report must include information related to product quality, customer service, and account health of the Amazon Storefront, as requested and in a form agreed to by OPG. Such information may include metrics found within Marketplace Seller's Amazon Seller Central portal related to: (i) Marketplace Seller's Order Defect Rate; (ii) Seller Feedback Scores; (iii) Product Policy Compliance; (iv) Voice of the Customer (if available); and, if Marketplace Seller is fulfilling any orders directly, (v) Shipping Performance. The Amazon Performance Report must include this information for every time period for which the information is reported on Amazon's Seller Central portal. If Amazon's Seller Central portal no longer reports any of the above information, Marketplace Seller shall no longer be required to include it in its Amazon Performance Report, but Marketplace Seller and OPG shall discuss whether a substitute metric should be required. OPG reserves the right to request additional information from Marketplace Seller, including additional information found within Marketplace Seller's Amazon Seller Central portal, for purposes of verifying Marketplace Seller's compliance with OPG's requirements and/or evaluating Marketplace Seller's continued authorization to sell OPG Products through the Amazon Storefront. Marketplace Seller shall provide such additional information or substitute metric(s) upon request.
- No later than the third business day following the availability of the monthly Inventory Reconciliation Report available through Amazon's Seller Central portal, Marketplace Seller shall provide a Returns Report for each ASIN that has a return rate of 4% or greater. Marketplace Seller shall promptly work to determine the cause of the return rate and report its findings in writing to OPG and shall take additional actions as reasonably requested by OPG to lower the return rate to below 4%.
- Seller shall notify OPG promptly in writing of any Performance Notifications, including any selling restrictions placed on the Amazon Storefront and any quality issues associated with sales of the OPG Products through the Amazon Storefront.

III. eBay Store Requirements

To the extent Marketplace Seller is authorized to market and sell OPG Products through a store on the eBay.com marketplace (an "eBay Store"), the following additional requirements apply:

- Marketplace Seller shall sell OPG Products through an eBay Store and shall not sell through the eBay Store anonymously. The full legal name or registered trade name and telephone contact of Marketplace Seller's business must be clearly indicated on the eBay Store.
- Marketplace Seller shall activate the "Contact Seller" function to enable customers to submit questions and otherwise contact the Marketplace Seller prior to and after purchasing a OPG Product.
- Marketplace Seller shall fulfill all sales through the eBay Store and shall use its best efforts to ship OPG Products within two (2) business days.
- Marketplace Seller shall not represent or advertise as "New" or "New – other" any OPG Product that has been opened or repackaged.
- Marketplace Seller shall offer at least a thirty (30) day return window to customers and shall specify Marketplace Seller's return policy on the eBay Store. Marketplace Seller shall dispose of any unfillable or unsaleable OPG Product in accordance with OPG's

instructions.

- Marketplace Seller shall use its best efforts to achieve a “Top Rated” seller status within the first six (6) months of the latter of Marketplace Seller’s initiation of OPG Product sales through the eBay Store or the Effective Date. Marketplace Seller shall notify OPG in writing within twenty-four (24) hours if its seller status falls to “Below Standard.”
- Upon OPG’s request, Marketplace Seller shall provide OPG with a report related to its sales through the eBay Store (an “eBay Performance Report”). This eBay Performance Report must include information related to product quality and customer service of the eBay Store, as requested and in a form agreed to by OPG. Such information may include metrics found within Marketplace Seller’s eBay Seller Hub related to: (i) Marketplace Seller’s Seller Level (*i.e.*, Below Standard, Above Standard, Top Rated, or Top-Rated Plus); (ii) Marketplace Seller’s Transaction Defect Rate; (iii) Late Shipment Rate; (iv) Cases Closed Without Seller Resolution; and (v) Tracking Uploaded on Time and Validated. The eBay Performance Report must include this information for every time period for which the information is reported on eBay. If eBay no longer reports any of the above information, Marketplace Seller shall no longer be required to include it in its eBay Performance Report, but Marketplace Seller and OPG shall discuss whether a substitute metric should be required. OPG reserves the right to request additional information from Marketplace Seller, including additional information found within Marketplace Seller’s eBay Seller Hub, for purposes of verifying Marketplace Seller’s compliance with OPG’s requirements and/or evaluating Marketplace Seller’s continued authorization to sell OPG Products through the eBay Store. Marketplace Seller shall provide such additional information or substitute metric(s) upon request.
- Marketplace Seller shall promptly notify OPG in writing of any notice from eBay to Marketplace Seller that Marketplace Seller has not complied with eBay’s seller performance standards, including any selling restrictions placed on the eBay Store, and any quality issues associated with sales of the OPG Products through the eBay Store.

IV. Newegg Storefront Requirements

To the extent Marketplace Seller is authorized to market and sell OPG Products through a storefront on the Newegg or Newegg Business marketplace (a “Newegg Storefront”), the following additional requirements apply:

- Marketplace Seller shall not sell through the Newegg Storefront anonymously. The full legal name or registered trade name and telephone contact of Marketplace Seller’s business must be clearly indicated on the Newegg Storefront.
- Marketplace Seller shall fulfill all orders for OPG Products placed through the Newegg Storefront and, to avoid commingling of Marketplace Seller’s OPG Product inventory with the inventory of other sellers on the Newegg marketplace, shall not utilize the Shipped by Newegg service without OPG’s separate authorization.
- Marketplace Seller shall operate the Newegg Storefront using the “Professional” or “Enterprise” option in Newegg’s Elite Seller Program.
- Upon OPG’s request, Marketplace Seller shall provide OPG with a report regarding its sales through the Newegg Storefront (a “Newegg Performance Report”). This Newegg Performance Report must include information related to product quality and customer service of the Newegg Storefront, as requested and in a form agreed to by OPG. Such information may include metrics found within Marketplace Seller’s Newegg Marketplace Seller Portal related to: (i) Order Defect Rate; (ii) Pre-fulfillment Order Void Rate; (iii) On-Time Order Fulfillment Rate; (iv) Valid Order Tracking Number Rate; (v) On-Time Order

Delivery Rate; (vi) Refund Rate; (vii) Customer Message Response Time; (viii) Policy Violations; (ix) Customer Ratings; and (x) Product Returns rate. The Newegg Performance Report must include this information for every time period for which the information is reported on the Newegg Marketplace Seller Portal. If Newegg's Marketplace Seller Portal no longer reports any of the above information, Marketplace Seller shall no longer be required to include it in its Newegg Performance Report, but Marketplace Seller and OPG shall discuss whether a substitute metric should be required. OPG reserves the right to request additional information from Marketplace Seller, including additional information found within Marketplace Seller's Newegg Marketplace Seller Portal, for purposes of verifying Marketplace Seller's compliance with OPG's requirements and/or evaluating Marketplace Seller's continued authorization to sell OPG Products through the Newegg Storefront. Marketplace Seller shall provide such additional information or substitute metric(s) upon request.

- Marketplace Seller shall promptly notify OPG in writing of any Newegg seller policy violations, including any selling restrictions placed on the Newegg Storefront, and any quality issues associated with sales of the OPG Products through the Newegg Storefront.
- Marketplace Seller shall enroll in Newegg's Return Service. Marketplace Seller shall request that Newegg return any OPG Products to Marketplace Seller or shall pick up the OPG Products at the Newegg return facilities. Marketplace Seller shall dispose of any unfillable, unsaleable, or otherwise unsuitable OPG Products in accordance with OPG's instructions. Marketplace Seller shall not permit Newegg to dispose of or otherwise liquidate OPG Products, except by returning such OPG Products to Marketplace Seller or OPG.