

## **ONLINE RESELLER AGREEMENT**

THIS ONLINE RESELLER AGREEMENT (“Agreement”) is legally binding as of the date of acceptance (the “Effective Date”), by and between Pentair Filtration Solutions, LLC, a Delaware limited liability company, with its principal place of business located at 5730 North Glen Park Road, Milwaukee, WI 53209 (the “Company” or “Pentair”), and **company applying for online authorized reseller status and as indicated at signature below** (“Online Reseller”) (each a “Party”, collectively, the “Parties”).

### **RECITALS**

**WHEREAS**, Company desires that Online Reseller sell the Products (as hereinafter defined) to Customers (as hereinafter defined) in the Territory (as hereinafter defined); and

**WHEREAS**, Online Reseller desires to purchase Products for resale to Customers in the Territory on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the Parties hereby agree as follows.

### **SECTION 1. DEFINITIONS**

Section 1.1 “Customers” shall mean individuals or entities who are purchasing the Products from a Pentair Authorized Online Reseller (as hereinafter defined) for their end-use and not for resale purposes.

Section 1.2 “Pentair Authorized Online Reseller” shall mean individuals or entities who are approved by Company to purchase the Products from either Company or a Pentair Authorized Distributor to be resold through an online website or third-party marketplace (such as Amazon or eBay) pursuant to the terms set forth in to this Agreement.

Section 1.3 “Products” shall mean Company’s E-Commerce Products, as further defined in Exhibit A to this Agreement.

Section 1.4 “Territory” shall mean Canada, or the United States and its territories.

Section 1.5 “Trademark” shall mean all trademarks, including but not limited to the mark PENTAIR, incorporating words and/or designs, that Company owns or licenses (with the right to sublicense), and are used on or in connection with the Products in the Territory, including registered trademarks, pending trademark applications, and common law marks.

### **SECTION 2. APPOINTMENT AS ONLINE RESELLER**

Section 2.1 Grant. Company hereby grants to Online Reseller the non-exclusive and non-transferable right to promote and sell the Products only to Customers within the Territory for the Term (as

hereinafter defined). Company reserves the right, in its sole and absolute discretion, to appoint additional resellers in any Territory, and to sell the Products directly or indirectly to any person or entity by any distribution method.

Section 2.2 Limitations on Appointment. Online Reseller expressly acknowledges and agrees that it shall not, during the Term, promote, distribute and/or sell the Products, or any of them, to any Customer in any place other than in the Territory. The Parties acknowledge and agree that the appointment of Online Reseller hereunder is non-exclusive, and that no provision contained in this Agreement shall, during the Term, constrain Company in any manner from commercializing the Products, or any of them, to or on behalf of any third party. Notwithstanding any other provision contained in this Agreement, Online Reseller may not market or solicit orders for the Products, or any of them, except in accordance with this Agreement, and Online Reseller may not market, supply or sell the Products, or any of them, or procure the marketing, supply or resale of the Products, or any of them, except pursuant to the provisions of this Agreement.

Section 2.3 Nature of Relationship. The relationship established between the Company and Online Reseller by this Agreement is that of supplier and reseller. Online Reseller is an independent contractor under this Agreement and shall not have the right to assume or create any obligation of any kind, either express or implied, on behalf of Company, except as expressly provided for in this Agreement. Nothing in this Agreement shall be deemed to establish or otherwise create a relationship of principal and agent, employer and employee, franchisor and franchisee or otherwise between Company and Online Reseller.

#### Section 2.4 Online Reseller Obligations.

Section 2.4.1 Online Reseller agrees that it shall not sell the Products online without obtaining Company approval, as required by accepting the online terms and conditions of this Agreement and pursuant to any additional terms and procedures set forth in Exhibit A to this Agreement.

Section 2.4.2 Online Reseller agrees that it shall include the Universal Product Code (“UPC”) and the product Stock-Keeping Unit (“SKU”) for each product listed on its website.

Section 2.4.2 Online Reseller shall use its commercial best efforts to promote the sale of the Products within the Territory in a diligent manner, consistent with good business practices and will represent the Pentair products in a professional manner with proper Pentair logos and marketing images to help support the Pentair brand. Pentair will provide proper support, images and logos to assist.

Section 2.4.3. Online Reseller agrees to also support, sell and promote ‘factory authorized Pentair replacement parts’ on their websites. Online Reseller may not promote the Pentair E-Commerce product line of whole goods or parts to a consumer, and then substitute any other ‘generic’ or non-Pentair product in its place. Online Reseller further agrees not to sell replications of any Pentair product.

Section 2.4.4 Online Reseller agrees not to export or sell, directly or indirectly, any of the Products to (i) any individual or entity who is not a Customer; or (ii) any individual or entity outside of the Territory, unless such sale is specifically authorized in writing by Company. Online

Reseller further agrees not to purchase, directly or indirectly, any of the Products, from any individual or entity other than Company or a Pentair Authorized Distributor in the Territory, unless such purchase is specifically authorized in writing by Company. Online Reseller agrees that violation of this Section 2.4.4 will be considered a material breach of this Agreement.

Section 2.4.5 Online Reseller shall comply with Pentair's policies and procedures, including its MAP Policy as included in Exhibit B.

Section 2.4.6 Online Reseller shall comply with all applicable laws and regulations in performing its obligations under this Agreement.

Section 2.4.7 Online Reseller agrees to provide all documentation requested by Pentair for approval of Online Authorized Reseller status.

Section 2.4.8 Online Reseller shall not modify, alter, damage or change the Products or markings in any way, including but not limited to the removal, mutilation or modification of any lot numbers, serial numbers or dating on the Products.

Section 2.4.9 Online Reseller agrees that it will at all times comply with the laws and regulations in the Territory applicable to the marketing, sale and handling of the Products.

Section 2.4.10 Online Reseller shall purchase the Products for resale in the Territory for Online Reseller's own account and not as agent for Company. Online Reseller shall be the vendor of record for all accounts and shall be directly responsible to its Customers. Online Reseller shall manage its own inventory and forecasts.

Section 2.4.11 Online Reseller shall promptly notify Company in writing of any claims which it receives or becomes aware of regarding the Products, Company or Online Reseller itself. Online Reseller shall cooperate with Company in the defense or handling of any above described claims.

Section 2.4.12 Online Reseller assumes (i) all market risk relating to the Products (being the risk that the Products do not sell in the market of the Territory) and (ii) all risk relating to inventory, including risk related to Product quality, freight damage, order processing errors, mistakes in the communication of Product specifications, customer credit, customer liability, or other and related matters unless otherwise specifically set forth herein.

Section 2.4.13 Online Reseller shall facilitate communications by and between the Company and customers or prospective customers regarding Product inquiries, orders, delivery schedules, quality, service, administrative, or other matters. Online Reseller must have staff to handle customer service questions and initial technical service screening and assistance to those consumers whom they sold the Pentair Products.

Section 2.4.14 Online Reseller agrees to make only such representations as to quality, capacity, performance, and related matters with respect to the Products as shall periodically be specified in writing by Company and shall provide no warranties, either express or implied except for Company's standard warranties. Authorized Resellers may offer their own

optional protection plans with written approval of Company, provided that they explicitly state that any such optional protection plan is not a part of Pentair's manufacturer's warranty.

Section 2.4.15 Online Reseller shall cooperate with Company in any applicable government investigation or requirements relating to the Products.

Section 2.4.16 Online Reseller shall furnish to Company certain "sell-through" sales, market and transaction data to assist Pentair in gauging future support of online products and trends upon request and in a format acceptable to Pentair. This includes, but is not limited units/dollars of Pentair products that are sold to end users, as well as, levels of stocking inventory on hand as it pertains to Reseller's sale of Pentair Products.

## Section 2.5 Company Obligations.

Section 2.5.1 Company shall place at the disposal of Online Reseller Product labeling, and such other information as may be reasonably required by Online Reseller for the promotion, sale and shipment of the Products and shall provide at no charge to Online Reseller technical information, and such instructions as may be appropriate for the promotion, sale, shipment, and use of the Products. Company shall also provide Online Reseller with reasonable sales and service assistance for the Products.

Section 2.5.2 The warranty with respect to the Products shall be as set forth in Company's standard warranties with respect to the Product applicable at the time of sale, which standard terms may be changed at any time by Company upon notice to Online Reseller. Any claims under such warranties must be made pursuant to the warranty terms.

## **SECTION 3. GRANT OF RIGHT TO USE TRADEMARKS**

Section 3.1 Grant by Company. Company grants to Online Reseller the non-exclusive right to use in the Territory, and Online Reseller shall use only, the Trademarks with respect to performance of its obligations hereunder. All rights and goodwill arising out of Online Reseller's use of the Trademarks shall be owned by and inure to the benefit of Company or its licensor, as the case may be. Online Reseller shall at all times maintain the quality standards for the Trademarks, as set by Company or its licensor from time to time, which shall at no time fall below the highest quality standard in Company's industry. All use of the Trademarks shall conform to Company's branding standards, as provided by Company to Online Reseller from time to time. Company reserves the right in its sole discretion to object to any use or proposed use of the Trademarks by Distributor. Should Company object to any use or proposed use of the Trademarks by Online Reseller, Online Reseller shall immediately cease use of such Trademarks or (if such Trademarks have not been used yet), Online Reseller shall not commence use of such Trademarks . Online Reseller agrees that violation of this Section 3.1 will be considered a material breach of this Agreement.

Section 3.2 No Further Transfer. Online Reseller shall not assign, sublicense, make available, or otherwise transfer or disclose any right to use, develop, or otherwise enjoy any of the Trademarks without the express written consent of Company.

## **SECTION 4.**

## **WARRANTIES AND REPRESENTATIONS**

**DISCLAIMER.** EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAWS, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR APPLICABILITY FOR A PARTICULAR PURPOSE, REGARDING THE PRODUCTS AND ANY DOCUMENTATION PROVIDED BY COMPANY.

### **SECTION 5 INDEMNIFICATION**

Online Reseller shall fully defend, indemnify and hold harmless Company and its subsidiaries, affiliates, officers, directors, employees and agents for and against any and all allegations, claims, actions, judgments, settlements, damages, losses, liabilities, costs and expenses (including attorneys' and experts' fees and expenses) directly or indirectly arising out of or in connection with (i) any breach or alleged breach by Online Reseller of its obligations, representations or warranties under this Agreement, and (ii) any act or omission by Online Reseller or its directors, officers, employees or agents arising out of or related to this Agreement or the sale of the Products by Online Reseller.

### **SECTION 6. CONFIDENTIALITY**

Section 6.1 Unless expressly permitted by this Agreement, Online Reseller agrees that it will hold in strict confidence and not disclose to any person or entity, without the express prior written authorization of Company, any information received by Online Reseller from Company in connection with the transactions contemplated by this Agreement ("Confidential Information"). Confidential Information, includes but is not limited to, (i) pricing information, sources of supply, licensing arrangements, agreements with sales representatives, financial statements or other financial information or business data (historical or prospective) of or relating to Company that has not been publicly disclosed by Company; (ii) information that Company maintains in confidence and that has actual or potential economic value to Company because it is not generally known to others and is not readily ascertainable by them, including, without limitation, information relating to Company's marketing and business plans and strategies and information concerning the Products or any current or future projects or business decisions of Company; (iii) information entrusted to Company in confidence by third parties; and (iv) information otherwise designated by Company as confidential information. The foregoing restrictions shall not apply to information that is (a) known or becomes known to the public in general (other than as a result of a breach of this Section), or (b) is or has been made known or disclosed to Online Reseller by a third party without a breach of any obligation of confidentiality such third party may have to Company. In the event of an unauthorized disclosure, Online Authorized Reseller agrees to immediately notify Pentair of the possession, use, knowledge, disclosure, or loss of such other Party's Confidential Information, and use all commercially reasonable efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information.

Section 6.2 Notwithstanding Section 8.1 above, Online Reseller shall be permitted to disclose Confidential Information (i) to its attorneys and accountants, provided that such person is subject to a covenant or other duty to maintain confidentiality, or (i) to the extent required pursuant to a subpoena or other legal process; provided, however, that where permitted by applicable law, Online Reseller shall notify Company in writing of the receipt of such subpoena or other legal process requiring such disclosure

immediately after receipt thereof and Company shall have reasonable opportunity to quash such subpoena or other legal process prior to any disclosure by Online Reseller.

## **SECTION 7. TERM AND TERMINATION**

Section 7.1 Initial Term and Renewal Term. This Agreement shall commence on the Effective Date and shall continue for one year (the “Initial Term”). Following the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each (each a “Renewal Term,” and collectively with the Initial Term, the “Term”), subject to the right of either Party to give the other written notice at least sixty (60) days prior to the end of the Initial Term or Renewal Term then in effect, as the case may be, that it does not intend to renew this Agreement, in which case this Agreement shall terminate at the expiration of the Term then in effect.

### Section 7.2 Termination.

Section 7.2.1 Company may terminate an Online Reseller’s status as a Pentair Authorized Online Reseller immediately at any time, with or without cause, upon written notice to Online Reseller. Company will notify Pentair Authorized Distributors of Online Reseller’s status or termination as a Pentair Authorized Online Reseller. Upon receipt of a notice terminating an Online Reseller’s status as a Pentair Authorized Online Reseller, Online Reseller must immediately stop using any icon, image or graphic display that signifies that Online Reseller is a Pentair Authorized Online Reseller and remove all references to Company and the Products from Online Reseller’s website(s).

Section 7.2.2 Sales of the E-Commerce Products through an unauthorized URL or third party website may result in the termination of this Agreement and Online Reseller’s business relationship with Company. No incentives agreed to by the Parties will be paid in connection with sales of the E-Commerce Products through an unauthorized URL or third party website.

### Section 7.3 Rights and Duties on Termination.

Section 7.3.1 Upon the termination of this Agreement, (i) except as set forth in this Section 7.3.1, Online Reseller shall have no further right to purchase or sell the Products, (ii) all open Orders shall be deemed cancelled, and (iii) Online Reseller shall pay all sums accrued that are then due under this Agreement, and all sums that would have been due in the future had the Agreement extended to the end of the then current Initial Term or Renewal Term shall automatically accelerate and become due and owing. In the event of any termination or upon expiration of this Agreement, Company, in its sole and absolute discretion, may elect to either (a) require Online Reseller to immediately return any unsold Products to Company or a Pentair Authorized Distributor; or (b) permit Online Reseller to dispose of first-quality Product on hand as of the date of a termination at prevailing market prices for a period of six (6) months (the “Deactivation Period”), provided that Online Reseller continues to comply with the terms of this Agreement during the Deactivation Period. Nothing contained herein shall be deemed to permit the sale of any improperly labeled, improperly stored, or otherwise defective Product during the Deactivation Period.

Section 7.3.2 In addition, upon the termination of this Agreement, Online Reseller shall (i) return all Confidential Information and promotional material or samples to Company and (ii) discontinue all use of all Trademarks and shall have no further license to any Trademarks.

Section 7.3.3 Notwithstanding anything to the contrary herein, Sections 1, 5, 6 and 7 through 9 shall survive the termination of this Agreement.

## **SECTION 8. LIMITATION OF LIABILITY**

Other than arising out of or related to a Party's indemnification or confidentiality obligations under this Agreement, neither Party shall be liable to the other under this Agreement for special, consequential or punitive damages of any kind, regardless of the action.

## **SECTION 9. MISCELLANEOUS**

Section 9.1 Notices. All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given when hand delivered, when received if sent by courier (which shall be effective if confirmed by overnight recognized commercial international courier service providing proof of delivery), when received if sent by e-mail (provided that a no delivery receipt is received by the sending party within twenty four (24) hours), addressed to the address of the parties on the signature pages hereto or to such changed address as such Party may have fixed by notice.

Section 9.2 Binding Effect, Assignment, etc. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their permitted assigns and successors-in-interest. Online Reseller may not assign any right, or delegate any obligation hereunder, by operation of law or otherwise, without the express prior written consent of Company, and any such purported assignment shall be null and void.

Section 9.3 Amendment/Waiver. No change, modification or amendment of this Agreement shall be valid or binding on the Parties unless such change or modification shall be in writing signed by the Party or Parties against whom the same is sought to be enforced. The failure by either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by either Party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the Party against which such waiver is sought to be enforced.

Section 9.4 Entire Agreement. This Agreement, including the Exhibits hereto and the policies, terms and conditions referenced herein (which are collectively made a part of this Agreement), sets forth the entire agreement and understanding between the Parties and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them as to the subject matter hereof, and no Party shall be bound by any condition, definition, warranty or representation other than as

expressly provided for in this Agreement or as may be on a date on or subsequent to the date hereof duly set forth in writing signed by each Party which is to be bound thereby.

Section 9.5 Severability. If any provision of this Agreement shall be found by any panel or court to be invalid or unenforceable, the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable. Such provision shall, to the extent allowable by law, be modified by such panel or court so that it becomes enforceable and, as modified, shall be enforced as any other provision hereof, all the other provisions continuing in full force and effect.

#### Section 9.6 Governing Law; Dispute Resolution; Forum

9.6.1 This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision.

9.6.2 Except with respect to rights to injunctive relief, each Party shall be required, by written notice to the other Party, to have such dispute referred to the vice presidents of the respective business units of each Party, for attempted resolution by good faith negotiations within thirty (30) days after such notice is received.

9.6.3 The Parties agree that any and all disputes, claims, or controversies, whether in contract, tort, preexisting, present or future, statutory, common law, intentional tort, or equitable claims (“Claim”) arising under or relating to this Agreement asserted by or against the other Party, its agents, employees, successors, assigns, affiliates, suppliers (including the manufacturers of the products purchased in connection with this Agreement), or independent contractors, arising under or relating to this Agreement or any related purchase will be exclusively and finally resolved by binding arbitration according to the applicable rules of arbitration. **THE PARTIES HEREBY CHOOSE ARBITRATION, RATHER THAN LITIGATION OR SOME OTHER MEANS OF DISPUTE RESOLUTION, TO ADDRESS ANY CLAIM WITH THE EXPECTATION THAT THIS RESOLUTION PROCESS MAY BE MORE COST EFFECTIVE AND EXPEDIENT THAN LITIGATION. BY ENTERING INTO THIS AGREEMENT, EACH PARTY AGREES TO GIVE UP THE RIGHT TO HAVE ANY DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY AND, INSTEAD, ACCEPT THE USE OF ARBITRATION.**

Section 9.7 Further Assurances. Each Party hereby covenants and agrees that it shall execute and deliver such other documents as may be required to implement any of the provisions of this Agreement.

Section 9.8 Captions. Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

Section 9.9 Legal Counsel. Each Party has had this Agreement reviewed by the counsel of its choosing, or had the opportunity to do so. This Agreement shall be deemed drafted jointly by the Parties such that it shall not be interpreted or construed in favor of one Party over the other.

Section 9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement.



Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including without limitation in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date of signed acceptance.

**PENTAIR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPANY NAME**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Pentair Authorized Online Reseller Program and Guidelines

Pentair wishes to distribute certain of its Products (the “E-Commerce Products”) via Online Resellers who are capable of marketing, advertising, promoting, selling and providing customer support at a level that is consistent with Pentair’s desire to establish and maintain a strong brand image and reputation for its E-Commerce Products in the marketplace. For these reasons, Pentair is unilaterally adopting the Authorized Online Reseller Program and Guidelines set forth herein.

A full list of E-Commerce Products may be found at [\[link\]](#) for the United States and its territories, and [\[link\]](#) for Canada. No reseller of any Pentair Products is permitted to sell any Pentair Products via the internet, or to any person or entity that sells via the internet, without first seeking and obtaining the required approvals as set forth below and executing this Agreement to become an Authorized Online Reseller. Pentair has the sole discretion to unilaterally accept or deny the authorization of any prospective Online Reseller at any time and for any reason.

Pentair reserves the right to appoint additional Authorized Online Resellers and to sell any and all Products, including the E-Commerce Products, directly to any person or entity by any distribution method. Pentair also reserves the right to modify or discontinue any of terms, policies or requirements set forth herein upon notice to Authorized Online Reseller.

#### I. Requirements and Procedures to Become a Pentair Authorized Online Reseller

##### A. Registration and Approval

1. Online Reseller agrees to notify Company via an online application available at Pentair’s Website of its desire to sell the E-Commerce Products via the internet and provide the following information: (i) Online Reseller name, including any doing business as (DBA(s)) names; (ii) name of Online Reseller owner or president; (iii) Online Reseller physical address; (iv) Online Reseller business telephone number; (v) Online Reseller email address; (vi) Pentair Partners dealer number, if applicable; (vii) Expected annual purchase amount; (viii) URL(s) that Online Reseller intends to use to resell the Products, including Amazon Merchant (Seller) Names and Storefronts, eBay Merchant (Seller) names and storefronts, and all other third party marketplaces and website store names; and (ix) source(s) from where Online Reseller is or intends to purchase the Products from. Online Reseller agrees that providing this information does not guarantee that Company will approve the sale of the E-Commerce Products via the internet by Online Reseller.

2. Company will review the information referenced above, including the actual website(s) at the specific URL(s) for which approval is sought, and will decide, in its sole and absolute discretion, whether or not to authorize Online Reseller to sell the E-Commerce Products via the internet at the provided URL(s) as a Pentair Authorized Online Reseller. A written approval from Company is required prior to Online Reseller offering the E-Commerce Products for sale via the internet. Any URL not registered with and approved by Pentair is considered an unauthorized URL or third party website. Online Reseller must provide written notice to Company of any new or additional URLs which will require written approval from Company prior to Online Reseller offering E-Commerce Products for sale via the internet on any new or additional URLs.
3. Online Reseller agrees that if it is authorized in writing by Company to sell the Products via the internet, it may only advertise and sell the Products using the specific URL(s) approved by Company. Online Reseller is not authorized to sell the Products through third-party marketplaces (such as Amazon or eBay) unless specifically approved by Company in writing.

B. Intellectual Property Rights. In addition to the requirements set forth in Section 3 of the Agreement (Grant of Right to Use Trademarks), Online Reseller further agrees as follows:

1. All information related to Company or the E-Commerce Products that is included in the Online Reseller's approved website(s), including but not limited to images, descriptions, badges and logos, must be current and accurate. Company agrees to provide Online Reseller with all such data, including but not limited to, images, descriptions (including features, benefits and warranty terms), badges, and logos, provided that Online Reseller is in compliance with the terms of this Agreement, and as updated.
2. Company has the right to inspect the manner in which Online Reseller is using the Company product images, descriptions, badges and logos to ensure that such use is of proper quality, and to require Online Reseller to make changes to conform therewith.
3. When advertising the E-Commerce Products, Online Reseller are encouraged to use and display the "Pentair Authorized Online Reseller" badge or hyperlink in all online media. When using the badge, Online Reseller must prominently display the badge and state that the "Pentair Authorized Online Reseller" badge is a trademark of Pentair. When using Pentair product images, Online Reseller must state that the Pentair product images are owned by Pentair and are reproduced with permission.
4. Provided that Online Reseller remains in compliance with this Agreement, Company agrees to list Online Reseller as a Pentair Authorized Online Reseller in the reseller locator section of Pentair's website located at Pentair's Website upon activation.

5. Provided that Online Reseller remains in compliance with this Agreement, Pentair may, at its discretion, provide a user initiated hyperlink from the reseller locator section of Pentair's Website to Online Reseller's approved URL. Online Reseller hereby grants Company all necessary rights, licenses and permissions under all intellectual property and other applicable laws for these purposes. For a URL to be linked from the Pentair online referral page, the link must arrive to a Pentair only landing page with no reference to competing or alternative products or competing advertising. The URL must be in compliance with all Pentair policies regarding online sale and the URL must be a currently authorized Pentair Authorized Online Reseller. Pentair reserves the right to discontinue linking at any time and for any reason.

C. Warranty

1. Warranty terms shall be provided at the following URL: [www.pentair.com/warranty](http://www.pentair.com/warranty).
2. Company's standard warranties will NOT be honored for Products that are sold via the internet by unauthorized resellers.
3. Company will not guarantee the authenticity or performance of Products that are not purchased from Company, a Pentair Authorized Distributor, or a Pentair Authorized Online Reseller.

E. Privacy, Data Security, and Compliance with Laws

1. Online Reseller must publish and maintain on its authorized website(s) a publicly accessible (i) privacy and usage policy with regard to all customer information gathered via its authorized website(s); and (ii) a prominent statement of the level of security provided for online transactions conducted via its authorized website.
2. Online Reseller must use state-of-the-art technology, protocols and other measures to ensure the safety, confidentiality, privacy and security of transactions conducted and information collected online.
3. Online Reseller must comply with all applicable federal, state and local laws, including without limitation, those applicable to mail order, telephone, catalog or internet sales and services and the privacy of personal and personally identifiable information.
4. Online Reseller is solely responsible for collecting applicable sales taxes imposed by all taxing authorities on all transactions involving the E-Commerce Products, and for complying with any subsequently-enacted tax laws and rules governing transactions on the internet or by other electronic means.
5. Online Reseller grants Company the right to review and audit their authorized website(s) to ensure compliance with all Company policies and

requirements that are set forth in this Agreement, including all Exhibits thereto.

III. Online Reseller Representations and Indemnification

- A. Online Reseller represents and warrants to Company that, as of the date of the execution of this Agreement:
- (i) Online Reseller has duly registered the domain name of Online Reseller's authorized website(s) with all applicable authorities and possesses all of the rights necessary to use, and/or grant the license to use, such domain name; and
  - (ii) the content and materials which Online Reseller has placed within Online Reseller's authorized website(s), or any hyperlink therefrom, do not and will not infringe upon or violate any copyright, patent, trademark or other proprietary right of any third party, or any applicable law, regulation of non-proprietary third party right.
- B. In addition to the indemnities provided by Online Reseller in Section 5 of this Agreement, Online Reseller agrees to indemnify and hold harmless Company and its respective officers, directors, employees, agents and others working for any of them or on their behalf from and against any and all third-party claims, liability, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Online Reseller's authorized website(s) or the use and content thereof. This provision shall survive any termination of this Agreement and/or Online Reseller's status as a Pentair Authorized Online Reseller.
- C. Online Reseller acknowledges that it has reviewed Company's current and unilateral Minimum Advertised Price (MAP) Policy set forth in Exhibit B, and that it understands it is a violation of the MAP Policy to sell E-Commerce Products to customers who advertise in violation of the MAP Policy.
- D. Online Reseller agrees to comply with all other terms, conditions and policies set forth or referenced in this Agreement, including all Exhibits thereto.

## Exhibit B

### **MINIMUM ADVERTISED PRICING POLICY**

Pentair Filtration Solutions, LLC (“Pentair”) has adopted a Minimum Advertised Price Policy (“MAP Policy”), with an effective date of **January \_\_, 2022**. This MAP Policy supersedes and replaces any prior policies or directives which were in effect as of the effective date with respect to E-Commerce Products (as hereinafter defined) related to minimum advertised pricing for such E-Commerce Products.

The MAP Policy applies to Pentair’s products at **[link]** for the United States and its territories, and **[link]** for Canada (collectively, the “E-Commerce Products”), which Resellers advertise in Canada and the United States and its territories. The Minimum Advertised Price for each E-Commerce Product subject to the MAP Policy shall be as included at the aforementioned website. The following guidelines apply:

1. The MAP Policy is being unilaterally implemented by Pentair, and will be enforced by Pentair in its sole discretion.
2. The Minimum Advertised Price can be found at the links provided above. The Minimum Advertised Price is the price included in the applicable advertisement after all discounts, rebates, and/or other promotional allowances included in the advertisement have been applied to the E-Commerce Products. The MAP Policy does not establish maximum advertised prices. All Resellers may advertise E-Commerce Products at any price in excess of the Minimum Advertised Price.
3. Advertisement for the purposes of this MAP Policy consists of 1) Internet advertising in any form, including but not limited to webpages, pop up ads, banner ads, broadcast emails, third party placement (destination pages, social media, third-party sites), and advertising on Reseller’s own website, or any website if it is any way accessible by an HTML link, 2) Online auction sites, 3) Mass communication in the form of magazine advertisement, catalogs, circulars, retail inserts, free standing inserts and other print advertising circulated nationally to the general public or 4) Any form of mass communication via mobile device or online, including Facebook, Twitter, Instagram, other social media mediums, and text messaging.
4. It is a violation of the MAP Policy to sell E-Commerce Products to customers who advertise E-Commerce Products in violation of this MAP Policy.
5. Nothing in this MAP Policy shall create or constitute an agreement between Pentair and any of its Resellers as to the price at which any Reseller sells the E-Commerce Products. This MAP Policy applies to the advertised price of E-Commerce Products only, as outlined in the exhibits, and does not apply to the price at which Resellers actually sell or offer for sale the E-Commerce Products. Each Reseller remains free to independently set the price at which it sells the E-Commerce Products, and no employee or agent of Pentair is authorized to suggest anything to the contrary.

6. In the event a Reseller violates this MAP Policy, Pentair reserves the right, at its sole and absolute discretion, to do any of the following:
  - a. Terminate Reseller from participation in any promotional, rebate, marketing or discount program;
  - b. Revoke of past, current, or future promotional allowances, rebates, and/or discounts provided by Pentair to the that Reseller, including, but not limited to, Partners Incentive Program (PIP) rewards and any pricing or marketing programs, resources and materials contained within the Pentair Partner Center.
  - c. Refuse to accept future orders for Pentair-branded products;
  - d. Terminate Reseller's ability to purchase or resell Pentair-branded products, including, but not limited to, revocation of its status as a Pentair Authorized Online Reseller.
7. Pentair reserves the right to apply this MAP Policy to all of Reseller's advertisements included in this MAP Policy for the E-Commerce Products for any and all activities of a Reseller including those activities of a Reseller when done while operating under any corporate entity of the Reseller, a d/b/a or assumed name of the Reseller, or against a Reseller who operates (directly or indirectly) a website or other internet site under the same or a different name than the Reseller.
8. Pentair's decision not to impose remedial action for a particular incident or violation of this MAP Policy shall not be construed as a waiver or amendment of this MAP Policy or as a waiver of Pentair's right to impose remedial action for other violations. Pentair discourages any complaints by Resellers of other perceived Reseller MAP Policy violations. Pentair will unilaterally determine the need for any enforcement and the nature of such enforcement.
9. All questions regarding this MAP Policy will be addressed through this authorized e-mail to [email]. No other individual is authorized to bind Pentair to any modification of this MAP Policy.
10. Pentair may modify, alter, suspend or cancel this MAP Policy at any time and for any reason in Pentair's sole discretion. Any such modification will be in writing. Without limiting the foregoing, Pentair may amend the MAP Policy from time to time to add new E-Commerce Products without altering or limiting the application of the MAP Policy to the existing Products subject to the MAP Policy.