

HAYWARD INDUSTRIES, INC. AUTHORIZED ONLINE RESELLER POLICY

This Hayward Industries, Inc. Authorized Online Reseller Policy (the “Online Policy”) is issued by Hayward Industries, Inc. (“Hayward”) and applies to authorized sellers of Hayward products that are authorized by Hayward to resell Hayward products online. Once a Hayward authorized seller is approved by Hayward in writing to sell online, until such status is otherwise revoked by Hayward in Hayward’s sole and absolute discretion, Reseller shall be considered a “Hayward Authorized Online Reseller” (or “Seller” herein). Hayward may review a Seller’s activities for compliance with this Online Policy, and Seller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Seller’s facilities and records related to the sale of the Products.

- **Modification of the Terms.** Hayward reserves the right to update, amend, or modify this Online Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Seller’s continued use, advertising, offering for sale, or sale of the Products online, use of the Hayward IP online, or use of any other information or materials provided by Hayward to Seller will be deemed Seller’s acceptance of the amendments. By accepting this Online Policy, Seller acknowledges that it must adhere to the terms in the currently effective Hayward Industries, Inc. Authorized Reseller Policy or the Hayward Industries, Inc. Authorized Distributor Policy (as may be applicable to the Seller), the Online Reseller Agreement, and this Online Policy (the “Terms”). This Online Policy supplements, amends, and is deemed incorporated into the Terms. Except as supplemented pursuant to the terms and conditions in this Online Policy, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Terms.
- **Authorization of Online Sales.** The Terms prohibit the sale of the Products on any website, online marketplace, mobile application, or other online forum without Hayward’s prior written consent. Execution by Hayward of the Online Reseller Agreement constitutes Hayward’s consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, including the Online Sales Guidelines below, Seller may market for sale and sell Products solely and exclusively at the website(s) and/or mobile application(s) identified as approved by Hayward in the Application for Website Approval (the “Authorized Websites”). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum.
- **Intellectual Property.** The license granted to Seller in the Terms to use the Hayward IP is hereby amended to authorize use of the Hayward IP on the Authorized Websites, subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the Hayward IP except as granted in the Terms or herein. Seller’s license to use the Hayward IP on the Authorized Websites shall be revoked immediately upon termination of this Online Policy.
- **Termination.** Hayward, in its sole and absolute discretion, may terminate its approval for Seller to market and sell Products at one or all of the Authorized Websites, and Seller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Seller’s authorization to use Hayward IP on such websites shall be revoked. Hayward may terminate its approval with written notice at any time. On termination of Seller’s status as an Authorized Reseller or Authorized Distributor pursuant to the Terms, this Online Policy shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.
- **Online Sales Guidelines.**
 - The Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). The Authorized Websites must not give the appearance that they are operated by Hayward or any third party.

- Anonymous sales are prohibited. Seller’s full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Websites and must be included with any shipment of Products from the Authorized Websites or in an order confirmation email delivered at the time of purchase.
- At Hayward’s request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Websites.
- The Authorized Websites shall have a mechanism for receiving customer feedback, and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Hayward for review upon request. Seller agrees to cooperate with Hayward in the investigation of any negative online review associated with Seller’s sale of the Products and to use reasonable efforts to assist in resolving such reviews. Seller shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Seller to disclose identifying information about its customers to Hayward.
- The Authorized Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards.
- Seller shall be responsible for all fulfillment to its customers who order Products through Authorized Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
- Unless separately authorized in writing by Hayward, Seller shall not use any third party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than Seller’s.
- In marketing the Products on the Authorized Websites, Seller shall only use images of Products either supplied by or authorized by Hayward and shall keep all Product images and descriptions up to date. Seller shall not advertise Products not carried in inventory.
- Expert Line products may not be sold online.
- To the extent an Authorized Website is a storefront on any third-party marketplace website, Hayward reserves the right to request information from Seller’s seller portal on the marketplace website for purposes of verifying Seller’s compliance with this Online Policy and/or evaluating Seller’s continued authorization to sell Products. Seller agrees to promptly provide such information to Hayward upon request.
- To the extent an Authorized Website is a storefront on the amazon.com marketplace, Seller shall comply with the following additional requirements:
 - At Seller’s option, Seller may use Amazon’s Fulfillment by Amazon (“FBA”) service to fulfill orders for the Products sold through the storefront, provided that Seller discloses its use of the FBA service to Hayward. If Seller uses the FBA service, Seller shall provide the Products to Amazon’s FBA warehouses in a manner that ensures the Products qualify for Amazon’s Prime service and include free two (2) day or faster shipping for consumers. However, to ensure that Seller’s inventory of Products is not comingled with any Products belonging to a third-party, Seller must apply unique Fulfillment Network Stock Keeping Unit (“FNSKU”) labels to each Product fulfilled using the FBA service.

- If Seller uses the FBA service, to the fullest extent permitted by Amazon, Seller shall opt out of Amazon’s “repackaging” program and any other program whereby Amazon fulfills orders for “new” Products with Products that have been returned opened or are repackaged or refurbished.
- If Seller uses the FBA service, Seller shall request that Amazon return any unfillable or unsaleable Product according to Hayward’s return policy or instructions. Seller shall not permit Amazon to dispose of or otherwise liquidate unfillable or unsaleable Products except in accordance with Hayward’s instructions.
- On the final business day of every month, Seller shall provide Hayward with a report regarding its sales through each Authorized Website which is a storefront on amazon.com (a “Monthly Performance Report”). This Monthly Performance Report must include screenshots of Seller’s Amazon Seller Central portal for each Authorized Website on amazon.com that provides the following information: (i) Seller’s Order Defect Rate, including Negative Feedback, A-to-z Guarantee claims, and Chargeback claims rates; and (ii) Seller Feedback Scores (including counts of Positive, Neutral, and Negative reviews. The Monthly 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 types of information, Seller shall no longer be required to include it in its Monthly Performance Report, but Seller and Hayward shall discuss whether a substitute metric should be required.
- List Products only on Amazon Standard Identification Numbers (“ASIN”) created by or authorized by Hayward. Seller shall not create any new ASIN for a Product without the prior written consent of Hayward.
- Maintain a seller feedback score of at least 95% positive.
- To the extent Seller’s Storefront is a storefront on eBay.com, the following additional requirements apply:
 - On the final business day of every month, Seller shall provide Hayward with a report regarding its sales through the Storefront (“Monthly Performance Report”), which must include screenshots of Seller’s eBay Seller Hub portal for its eBay Storefront, which provides Seller’s order defect rate, feedback scores, and other performance metrics, to the extent such data is reported and available to Seller. If eBay’s Seller Hub portal no longer reports any of the above types of information, Seller shall no longer be required to include it in its Monthly Performance Report, but Seller and Hayward shall discuss whether a substitute metric should be required.
 - Seller shall maintain a seller feedback score of at least 95% positive.
- Hayward reserves the right to require Seller to adhere additional terms relating to the quality and sale of Products through the Authorized Websites.

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