

BEST BUY MARKETPLACE STANDARD TERMS

These terms and conditions ("Marketplace Standard Terms") apply to your participation as a Seller in the Program pursuant to the Agreement.

1. Definitions.

"Affiliate(s)" means an entity owned by or directly or indirectly controlling, controlled by, or under common control with a Party. For purposes of this definition, "control" when used with respect to any Affiliate, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such party, whether through the ownership of voting securities, by contract or otherwise; the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" means the Marketplace Seller Agreement between you and Best Buy.

"Agreement Documents" means the Agreement, these Marketplace Standard Terms, and the Marketplace Program Policies.

"Applicable Law(s)" means any and all applicable laws, regulations, rules, treaties, guidelines, ordinances or statutes, and executive, administrative, and judicial orders, including all amendments thereto whether local, national or international that are relevant to the conduct of business in any jurisdiction where the marketplace platform operates or makes Products available. This includes but is not limited to, laws related to labor, trade, taxes, data protection, product compliance, environmental standards, accounting, and consumer protection.

"ASN" means advance shipment notification.

"Best Buy Properties" means the Best Buy Site, associated ecommerce properties such as mobile and tablet applications and websites, and any website or other online point of presence through which the Best Buy Site and/or any Products available thereon are syndicated or offered.

"Best Buy Site" means www.bestbuy.com and any successor or replacement website.

"Catastrophic or Substantial Defect" means (a) ten percent (10%) or more of any particular model of Product is affected by defects related to usefulness, value, or safety of the Product; (b) a Product must be removed from the marketplace in response to a voluntary or mandatory Product Recall or withdrawal, whether initiated by Seller, Best Buy or a third-party; or (c) notwithstanding the terms of the product warranty, the Product is (1) returned by Customers at a rate that substantially exceeds the category average return rate based on Best Buy's experience over the life of the category and (2) exhibits a high rate of recurring product defect.

"Chargeback" means a transaction (or disputed portion thereof) that is returned by the financial institution or Payment Network that has issued a credit or debit card to a cardholder.

"Children's Product" means a toy or other consumer product designed or intended primarily for children 12 years of age or younger considering the following factors: (a) any statements by the manufacturer about the intended use of such product; (b) the product is represented in its packaging, display, photography, promotion or advertising as appropriate for use by children 12 years of age or younger; and (c) the product is commonly recognized by consumers as being intended for use by a child 12 years of age or younger. Consideration will also be given to the product's physical characteristics, including decorations or novelty items that appeal to children, or as otherwise defined by Applicable Law.

"Commission Fees" means the commission, including any applicable item fees that Best Buy charges Seller in connection with the sale of each Seller Product as set forth and further described in the Program Policies. This excludes any additional contracted services offered by Best Buy.

"Content" means copyrightable works under Applicable Law and any product materials and information such as specifications, technical information, warranties, descriptions, images, and any other content and digital tools related to the Product including, without limitation, digital models, widgets, developer kits or tools, and APIs whether provided directly by Seller or through a third-party.

“CPSC” means, as applicable, the U.S. Consumer Product Safety Commission and / or Health Canada.

“CPSIA” means, as applicable, the U.S. Consumer Product Safety Improvement Act, the Canada Consumer Product Safety Act and implementing regulations.

“Customer” means a Best Buy customer that purchases Seller Product through the Program.

“Customer Information” means all information related to a Customer that we send you in connection with the Program that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. This may include, but is not limited to: Customer names, addresses, e-mail addresses, IP addresses, telephone numbers, credit and debit card information, account information, Order Information, website activity, or information stored on a Product by a Customer or others through using a Product (including, but not limited to, photos, videos, movies, or documents).

“Deductions” means the amounts we deduct from Seller Payments. This includes but is not limited to Commission Fees, Platform Fees, and any other amounts you owe us, such as amounts due to credit card Chargebacks, associated bank fees, or bad debt (that are not attributable to Best Buy as provided in Section 3.5), and credits for cancelled orders, refunds, or returned goods.

“Department of Transportation Hazardous Materials Classifications” means Hazard Class 1 – Explosives, Hazard Class 2 – Gases, Hazard Class 3 – Flammable Liquids, Hazard Class 4 – Flammable Solids, Hazard Class 5 – Oxidizing Substance and Organic Peroxide, Hazard Class 6 – Poisonous/Toxic and Infectious Substance, Hazard Class 7 – Radioactive Material, Hazard Class 8 – Corrosive Material, and Hazard Class 9 – Miscellaneous Hazardous Material.

“Designated Agent(s)” means any third parties providing operation, maintenance or payment processing services related to the Program.

“Embedded Service” means any printed or online collateral, software or application that has been integrated into the Product, Product attachments, or Product packaging for purposes of selling, enabling, or providing subscription services or other service offerings to the user of such Product. Embedded Services include but are not limited to any Product alterations, whether made directly or indirectly, that provide additional functionality or alter the user experience by enabling access to additional undisclosed paid services.

“Excluded Products” means the products specified in the Program Policies, which we may update at any time by posting a new or amended list of Excluded Products in the Program Policies or on the Seller Hub.

“Fees” means the total of all Commission Fees, Platform Fees, and any other fees you owe to Best Buy in connection with the Program.

“Force Majeure Event” means an act of God, riot, civil commotion, government action or decree, inclement weather, interruption or failure of technical or production equipment, or internet slow-down or failure.

“Holiday” means nationally recognized bank holidays in the United States.

“Mark” means any service mark, design mark, trade name, trade dress, trademarks, and other proprietary logo or insignia protected or protectable under any Applicable Laws.

“Marketplace Portal” means the location for Sellers to reference on the platform hosted by our Designated Agent, which is utilized for, among other things uploading and hosting Seller’s catalog, pricing, and configuration.

“OEM” means original equipment manufacturer.

“Order Information” means, with respect to any Seller Product for which a Customer submits an order, the order information and shipping information that Best Buy provides or makes available to you.

“Platform Fees” means the fees that Best Buy charges to Seller to participate in the Program as set forth in the Program Policies.

“Product Recall” means a voluntary or mandatory recall or withdrawal of a Seller Product, whether initiated by a manufacturer, Seller, retailer, regulatory authority, or otherwise.

“Program Policies” means all terms, conditions, policies, guidelines, rules, and other information set forth on the Best Buy Site and in the Seller Hub, and as we otherwise provide to you, which are

incorporated into these Marketplace Standard Terms by reference. Best Buy may update any Program Policies at its discretion and from time to time.

“Refurbished Product” means Product that was previously purchased, opened, and operated by a customer and has been repaired and restored to a like-new state.

“Regulated Product” means certain non-children’s, or general use Products that are subject to voluntary, state or local regulations or a federal consumer product safety requirement, as further defined by the CPSC.

“Required Product Information” means, with respect to each Seller Product, the following: (a) SKU and UPC numbers; (b) brand name; (c) model number; (d) Seller Product description and specifications, including dimensions and weight; (e) shipping information, including shipping charges; (f) Seller Product image; (g) selling price in \$USD; (h) all disclosures, warnings, certifications, Product packaging information and other designations required by law (e.g. Prop 65 Warning; PFAS); and (i) any other information we reasonably request, such as the condition of Pre-Owned Product or Refurbished Product, for example.

“Return” means a Seller Product returned by a Customer.

“Sales Proceeds” means the amounts we or our Affiliates receive from a Customer for the purchase of a Seller Product through the Program (including amounts for shipping and taxes collected, if any, on behalf of Seller).

“Sales Taxes” means all applicable national, state, or local sales or use taxes, goods and services taxes (GST), value added taxes (VAT), or other government-imposed surcharge or fee relating to the sale by Seller of Products and services on Best Buy Properties.

“Seller Hub” means the area located at <https://partners.bestbuy.com/seller-hub> (or successor site) where you can find information about the Program, including but not limited to copies of the Marketplace Standard Terms and Marketplace Program Policies.

“Seller Materials” means all Marks, Content, Required Product Information, information, data, materials, and other items, whether owned by, adopted by, or assigned to Seller or its Affiliate, which Seller or its Affiliate provides or makes available to Best Buy or its contractor(s) or Affiliate(s), including data or materials we obtain from (a) scraping or crawling Seller’s website(s) or (b) third-party content providers.

“Seller Payment” means the Sales Proceeds, less Fees and other amounts owed to Best Buy.

“Seller Product” or **“Product”** means any product you list through the Program, including all associated parts, labeling, packaging, product descriptions, information and instructions (regardless of whether in printed or digital form).

“Seller Transaction” means an order from a Customer for a Seller Product.

2. Seller’s Obligations.

2.1 Seller Product Listings. You will ensure that each of your Seller Product listings complies with the Agreement Documents. You will not provide any information for or otherwise seek to list for sale via the Program, any recalled products or Excluded Products. If Seller Products consist of Children’s Products, or Regulated Products, you will comply with the Seller Product Requirements for Children’s Products and Regulated Products which can be found attached hereto as Exhibit A. You may only sell “factory fresh” (brand new) Products except and only to the extent we have provided express written consent for you to sell Pre-Owned or Refurbished Products. Such consent may be withheld, limited, modified or revoked at any time. In the event we permit you to sell Pre-Owned or Refurbished Products, you must comply with the Secondary Products Guidelines set in our Seller Hub. You may not list, sell or ship Products that are not in the original manufacturer’s packaging except as permitted in the Secondary Products Guidelines. We may remove any Seller Product listing at any time, and we may suspend or permanently revoke your participation in the Program at any time and for any reason, including if you list for sale inappropriate items or provide any content in violation of the Agreement Documents (e.g. profanity or otherwise hateful, offensive or vulgar content).

2.2 Fulfillment of Seller Products. You will maintain adequate Seller Product inventory levels consistent with Customer demand. You will complete each Seller Transaction, and you will source, sell, fulfill, ship, and deliver Seller Products in accordance with the terms of the applicable Order Information and

the Agreement Documents. We have no obligation to ship any Seller Product; you will ship Seller Products to Customers in accordance with the Program Policies. You will pay the shipping charges in full for any Seller Product shipped to a Customer. You will resolve shipping claims for lost or damaged Products in accordance with your standard practices and policies which you will keep updated as part of the Seller Materials. You will ship only the Seller Product purchased by the Customer and will not include in the shipment or on the shipment packaging any additional products, materials, marketing information, or information not purchased by the Customer other than a packing slip, invoice and returns information. You may not relist Products found on other marketplaces, including without limitation, listing Products that you do not own and intend to purchase from a seller on another marketplace for the purpose of fulfilling a Customer order.

2.3 Seller Materials and Content.

- (a) Product Information. As a prerequisite to listing Seller Products for sale in the Program, you will provide accurate and complete Required Product Information in the format we require for each Seller Product, and you will provide any other Seller Materials we reasonably request. If requested by Best Buy, you will provide documentation supporting any or all claims being made regarding Seller Products within 10 calendar days. You will endeavor to provide us with at least 10 calendar days' notice of any changes to the Required Product Information, but in any event, you will promptly update Required Product Information to ensure it remains accurate and complete at all times. You will not include any URL or hyperlink within any portion of the Seller Materials. We may provide other content to be displayed in connection with Seller Product listings that is not already included in Seller Materials. You authorize us and our Designated Agent to crawl and scrape your website(s).
- (b) Product or Pricing Errors. Seller and not Best Buy will be responsible for any loss or damage of any kind related to pricing errors, product information errors, product specifications, product descriptions, claims, representations, order quantities, delivery addresses and costs, and other information or any other mistakes, errors or other issues related to Products sold by a Seller, notwithstanding that Seller may not have provided or edited any such Seller Materials. Seller is responsible for confirming all Seller Materials, including without limitation, pricing, product descriptions, order quantities, delivery addresses and other information including without limitation where such errors, mistakes or issues are caused by the acts, omissions, errors or negligence of Best Buy or any of its employees, contractors, Affiliates, providers or other sellers. Seller acknowledges and agrees that Best Buy, other sellers or other third-parties may edit the Seller Materials, and notwithstanding the foregoing, Seller will be responsible for such Seller Materials, any liability related to the sale of such Products, and any Seller Materials related to such Products. If Seller does not agree with any Seller Materials, then Seller should contact Best Buy to correct such Seller Materials and not list such Products, or remove any such listing of Products, until it confirms such information is correct to its satisfaction.
- (c) Trademark Use. Seller grants to Best Buy a nonexclusive, royalty-free, right and license to use, exhibit, excerpt, reproduce, publish, publicly perform, display and transmit via all media currently existing or developed and otherwise use all Trademarks associated with the Products to promote Seller's brand and promote and sell the Products. The Agreement does not grant Seller any right or license to use Best Buy's Trademarks, promotional material, copy, graphics, themes, strategies, inventions, program, and files without first obtaining Best Buy's express written approval, which may be withheld for any reason.
- (d) Content License. Seller grants to Best Buy a nonexclusive, royalty-free, right and license to use, copy, exhibit, excerpt, reformat, modify, create derivative works of, reproduce, publish, publicly perform, display and transmit via all media currently existing or developed and otherwise use Content for the purpose of advertising and promoting the Products or Seller's brand. Best Buy is authorized to provide Content to third-party service providers for the purpose of exercising its rights under this Agreement. Seller will provide Best Buy all Content applicable to the Products as requested by Best Buy in a timely manner. Where Seller fails to provide Content with respect to its Products, Best Buy may obtain the Content from other sources, without limitation, and may charge Seller a fee in connection therewith.

2.4 Competitiveness with Seller Sales Channels. It is Best Buy's goal to provide the best experience and the best prices to all Customers. While Best Buy does not dictate the price of any Product or service sold on or through the Best Buy Properties, we strive to ensure that our Customers have the best experience and price. This includes but is not limited to the following: (a) the purchase price and each other term of offer and/or sale (including shipping and handling charges, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other Products, and terms of applicable Returns, refund and other policies); (b) that Customers are serviced in a timely and professional manner; and (c) ensuring sufficient inventory is allocated to support Products offered for sale.

2.5 Fees; Debit Balances. You will pay all Platform Fees, Commission Fees, and any other Fees set forth in the Program Policies. We may deduct Fees from the Seller Payment. If there are no Sales Proceeds, but you have a debit balance on your account because of Deductions or outstanding Fees, you will promptly pay the outstanding amounts in full within 15 days of our written request. We may pursue collection at your expense, which may include reasonable attorney fees, if necessary. Best Buy may suspend or terminate Seller's participation in the marketplace program for failure to make payment in a timely manner. Suspension or termination of Seller's participation does not limit Best Buy's ability from collecting payments owed. If the amount in question is disputed, the Parties agree to work in good faith to reconcile the matter so that payment to Best Buy of any undisputed amount will be made within sixty (60) days of the original notice to Seller. Best Buy may, in its sole discretion, require Seller to set up a settlement account and reserve account, directly or through a third-party. Best Buy has the right to debit that account payment from the settlement account, and if the settlement account contains insufficient funds, to debit the reserve account for the Seller Payment.

2.6 Seller Payments; Disputes. You will maintain and provide to our Designated Agent a routing and account number for a bank account where our Designated Agent will remit Seller Payments. Payment will be transmitted to seller via EFT (Electronic Fund Transfer). Information on Seller Payment and Seller Disputes can be found in the Program Policies. Any Seller Payment that you do not dispute by following the instructions located in the Program Policies within 90 days of the payment date will be considered final and not subject to dispute.

2.7 Returns; Product Defects and Recalls. You will follow the procedures set forth in the Program Policies to manage Returns. You are responsible for any Seller Product defects or nonconformities. You are responsible for handling all Product Recalls in full compliance with Applicable Law, including managing all required customer notifications and CPSC reporting as applicable. You will provide to Best Buy immediate written notice of any Product Recall, withdrawal, product service notice, or any quality or safety issue related to the Product. You will remove all impacted Product models from sale, regardless of serial number, or other recall or withdrawal identifying information specific to affected units within the recall or withdrawal range. You will be responsible for all costs and expenses associated with any recall, withdrawal, or notice, whether initiated by the Seller, Best Buy, regulatory authority, or a third-party, and shall reimburse Best Buy for all costs and expenses incurred by Best Buy related to any recall, withdrawal, or notice, including but not limited to the cost of any returned Product on hand, any product disposal fees, any associated customer refunds, including amounts paid for customer satisfaction as reasonably determined by Best Buy, without regard to serial number range or other recall or withdrawal identifying information specific to affected units within the recall or withdrawal range. If a Product model is impacted by a Product Recall or withdrawal, corrected or unaffected units may only be sold through the Program under a new UPC (distinct from the recalled or withdrawn UPC to avoid cross-contamination).

2.8 Delivery Services and Issues. You are solely responsible for the procurement, monitoring, and ultimate completion of delivery and installation (if applicable) services to adequately fulfill all orders of Seller Products. You are responsible for any non-delivery, mis-delivery, non-proof of delivery, theft, faulty installation, or other mistake or act in connection with the fulfillment and delivery of Seller Products.

2.9 Customer Service. You will provide customer service to Customers according to the service level requirements set forth in the Program Policies. We are not responsible for providing any Customer support for Seller Transactions made through the Program. However, we may at any time assist

Customers in verifying that a Seller Transaction was completed and assist with payment and non-fulfillment related issues.

2.10 Customer Disputes. You will follow the dispute resolution processes set forth in the Program Policies. If we inform you that we have received a Customer claim, or any Chargeback or other dispute about a Seller Transaction, you will deliver to us within 2 business days of our request: (a) proof of delivery of the Seller Product(s); (b) the applicable Best Buy order identification number; (c) a description of the Seller Product(s) (as applicable); and (d) any other relevant information needed to resolve the dispute. If you do not comply with the prior sentence, or if the claim, Chargeback and associated bank fees, or dispute is not caused by (i) credit card fraud for which we are responsible under Section 3.5 or (ii) our failure to make Order Information available within a reasonable period after it was received by us, then you will promptly reimburse us in accordance with the Program Policies for the amount of the refund to the Customer. We may offset any such amount from any other amount to be paid to Seller in accordance with the Agreement Documents and/or may collect such funds in any other lawful manner. Our decision concerning a claim is final and binding, and you will abide by our decisions.

2.11 Best Buy Properties. With respect to the Best Buy Properties, you may not site-scrape and may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate, search, or send information to or from any Best Buy Property other than the search engine and Application Program Interface (API) we provide and generally publicly available browsers.

2.12 Warranty. You will provide a minimum one (1) year warranty on all brand new, "factory fresh" Seller Products with a mechanical or electrical component. Seller Products that do not have a mechanical or electrical component must have a minimum warranty equivalent to the manufacturer's warranty for "factory fresh" products. This warranty may be fulfilled by the original manufacturer of the Product but must provide valid coverage for a minimum of one (1) year. Should the original manufacturer's warranty fall short of the one-year period, you will be obligated to cover the remainder should a warranty claim be issued by the Customer. Any Pre-Owned or Refurbished Products sold in conformance with the Secondary Products Guidelines located on the Seller Hub, will be provided with a 90-day parts and labor warranty.

3. Best Buy Obligations.

3.1 Transmittal of Order Information. We will provide you with Order Information for each Customer order for a Seller Product.

3.2 Collection of Sales Proceeds. We will, with respect to each Customer order for a Seller Product, process the transaction and collect the Sales Proceeds. The Sales Proceeds we collect for Seller Product will be based on the Seller Product price you specify in the price and inventory feed as listed on Best Buy Properties. We may set transaction limits on Seller Transactions and will not be liable to you for blocking or otherwise refusing to proceed with any transaction.

3.3 Payments to Seller. Seller Payment remittances will be invoiced weekly for completed order activity, with payout occurring 14 days from the date of invoice. Deductions associated with the original Customer order, such as for credit card Chargebacks or Customer refunds and associated return freight costs will be deducted immediately. You will provide the ASN or order status change notification (web service) for the applicable Seller Transactions; we will not be obligated to pay you for any Seller Transactions where we have not received this information. We may withhold Seller Payment(s) or return funds to the Customer in connection with an investigation of any claim or any suspected or alleged wrongful conduct by Seller or any violation of the Agreement Documents, and we will not be liable to you for any such amounts. If you are not performing within the expected levels of service under the Program Policies or are otherwise in breach of the Agreement Documents, we may place your account on hold which will result in a suspension of your account. Upon any termination or suspension of your account by us, we may withhold Seller Payments attributable to your account to allow for the investigation of any Customer claims and for the settlement of all amounts owed to Best Buy. Any sums owing or payable to you by Best Buy will be subject to any claims and defenses made by Best Buy against you. Best Buy may set off and deduct against such sums all present and future

amounts owing by you to Best Buy, whether arising under this Agreement or otherwise, including without limitation, all expenses, costs and damages incurred by Best Buy in connection with the Products as a result of your acts, omissions or negligence. Best Buy may create and hold a reserve from amounts owing to you against anticipated liabilities owing by you to Best Buy, including without limitation any liabilities in respect of future warranty and indemnity obligations. You agree that all invoice discrepancies, Returns, promotional funds, coop or volume discounts, bad debt Chargebacks, associated fees and Best Buy self-service advertisement offerings will be deducted from the Seller account immediately.

3.4 Cancellations. If we do not receive a timely ASN from you within the applicable shipment window as provided in the Program Policies, we may cancel the applicable order and will have no liability to you with respect to such cancellation, including without limitation, for any shipment made in reliance on the order or notification of such order.

3.5 Responsibility for Fraud; Chargebacks. With respect to Seller Transactions, Best Buy will be responsible for Customer bad debt and Chargebacks due to identity theft and fraudulent charges on a customer's credit card except in instances where Seller fails to fulfill any Seller Transaction strictly according to the Order Information. For clarity but without limitation, Seller will be responsible for the following Chargebacks and any associated bank fees processed and communicated by the payment service provider: (1) Chargebacks not due to authorization error, fraud; and/or (2) if the Seller does not provide requested details in a timely manner to Best Buy as provided in Section 2.10; and/or (3) if the bank does not accept the representment information and the non-fraud Chargeback results in a loss to Best Buy. Best Buy may in its sole discretion withhold, stop, or cancel any Seller Transaction. Should Seller allow for post-acceptance changes to an order (i.e. change of delivery address), that limit fraud validations, Best Buy is no longer responsible for Chargebacks due to fraud.

3.6 Seller Information and Feedback. We may provide Customers with your contact information (including e-mail address), which Customers may use to communicate with you directly regarding their order. We may also implement feedback mechanisms through which we, Customers, or third parties may publicly post feedback about the Seller Products, you, and your performance, including without limitation, ratings and Customer feedback. Except for utilizing incentivizing programs provided and managed by Best Buy, you are not permitted to incentivize Seller or Seller Product reviews in any manner. We will have no responsibility, obligation or liability with respect to the disclosure of such information to, or any collection, use or disclosure of such information by, any Customer or us.

3.7 Site Control. Notwithstanding any provision of the Agreement Documents, Best Buy may, in its sole discretion, determine the Content, appearance, design, functionality and all other aspects of the Best Buy Properties (including the right to re-design, modify, remove and alter the Content, appearance, design, navigation, functionality, and other aspects of the Program and/or any page, element, aspect, portion or feature thereof, from time to time) and delay or suspend listing of, or to refuse to list or to de-list, or to require you not to list, any or all Products in its sole discretion. Without limiting the generality of the foregoing, Best Buy may, at its sole discretion, with or without notice permanently or temporarily suspend, delist or terminate any Seller, brand site, product listings, advertisements or other Seller Materials. Best Buy may provide criteria or guidance around such suspensions or terminations, but such criteria or guidance are not binding on Best Buy and will not limit its discretion.

3.8 Additional Sites. Seller will obtain the prior approval of Best Buy before: (a) opening or changing the name or branding of any Seller brands or stores; or (b) adding any additional brands or stores; on the Best Buy Properties.

3.9 Investigations; Disputes. If we believe that your actions or performance under the Agreement Documents may result in Customer disputes, Chargebacks, or other claims, then we may, in our sole discretion, delay initiating any payments, and withhold any payments to be made or otherwise due to you under the Agreement Documents until the completion of any investigation(s) regarding Seller performance under the Agreement Documents. Disputes between Seller and Best Buy will be resolved in accordance with the dispute resolution process described in the Program Policies.

3.10 Disclaimers; Diminished Capacity; Force Majeure. Best Buy hereby specifically disclaims any responsibility for and obligation to verify, and makes and gives no representation, warranty, guarantee,

advice, or guidance regarding, and Seller hereby acknowledges and agrees that no communications of any kind at any time between the parties in connection with the Agreement Documents, are, will be, or will be considered or deemed to be, representations, warranties, guarantees, advice or guidance of any kind regarding: (a) the accuracy of the tax collection services provided or (b) whether or not the amounts collected by Best Buy pursuant to the Agreement Documents will fulfill Seller's obligations to collect taxes and fees in connection with the Seller Transactions. Any degradation, diminished capacity, or unavailability of BestBuy.com or the Program platform or technology, including Best Buy's Seller Hub, does not constitute a breach or default of the Agreement, or give rise to any claim for damages. Further, any delay or failure of performance by Best Buy under this Agreement does not constitute a breach or default of the Agreement, or give rise to any claim for damages, if and to the extent that such delay or failure is beyond the reasonable control or ability of Best Buy to prevent. Best Buy will not be liable for any failure to perform under this section due to a Force Majeure Event.

3.11 Notification of Interruption. You will be notified if the event Best Buy Properties functionality is substantially diminished, if your Products are removed from the Best Buy Properties, or if payment to you will be withheld for any reason.

4. Taxes.

4.1 Sales Taxes. Seller is responsible for calculating, collecting, reporting, remitting, and paying all applicable national, state, or local sales or use taxes, goods and services taxes (GST), value added taxes (VAT), or other government-imposed surcharges or fees (collectively referred to as "Sales Taxes") relating to the sale by Seller of Products and services on Best Buy Properties. Except as stated below or otherwise expressly agreed to by Best Buy, Seller agrees that Best Buy is not obligated to determine any Seller tax obligations and Best Buy is not responsible for calculating, collecting, reporting, paying, or remitting any Sales Taxes on Seller's behalf. Where required by law or at Best Buy's sole discretion, Best Buy will calculate, collect, and remit applicable Sales Taxes arising from any transactions on Best Buy Properties. Seller agrees to Best Buy's collection and remittance of Sales Taxes as determined by Best Buy irrespective of Seller's location, product or order origin, or the volume or quantity of sales made by the Seller in any particular jurisdictions. Seller is prohibited from adding any Sales Taxes to transactions unless both Applicable Law expressly requires it and Seller provides notification to Best Buy. In jurisdictions where Best Buy is required to notify Seller regarding the treatment of any Sales Taxes, Seller acknowledges that this section shall serve as the required notice.

4.2. Withholding. Best Buy may deduct or withhold any taxes it determines, in its reasonable judgment, it is legally obligated to deduct or withhold from amounts payable to Seller under this Agreement and payment to Seller as reduced by such Deductions or withholdings will constitute full payment and settlement to Seller of amounts payable under this Agreement.

4.3. Fees Payable by Seller. All Fees payable by Seller pursuant to this Agreement are exclusive of taxes, including but not limited to, Sales Taxes and any other taxes Seller may be required to deduct or withhold from payments due to Best Buy. Seller agrees to pay all taxes imposed on such charges and shall pay Best Buy any additional amounts as are necessary to ensure Best Buy receives the full amount it would have received but for any required deduction or withholding.

4.4. Cooperation. If either Party is audited by a taxing authority or other governmental entity with respect to taxes, the other party will reasonably cooperate with the Party being audited to respond to the audit inquiry in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously. The Parties will retain such records as may reasonably be requested by a taxing authority and provide access to these records to the other Party in the event of such a request, for the applicable statute of limitations, and upon notice from the other Party that the statute has been extended, for any extensions thereof.

5. Customer Information.

5.1 Ownership of Information. Best Buy will own all Customer Information, Order Information, and all other information relating to orders or Products including, but not limited to, information that is collected through the Best Buy Properties and the Program and ratings and reviews provided by Customers. All

such information is subject to Best Buy's Marketplace Seller Privacy and Security Policy, which can be located on the Seller Hub. Customer Information will be considered Best Buy "Confidential Information" as that term is defined in these Marketplace Standard Terms and shall be treated in accordance therewith. Seller shall have no right to the collection, use, or sharing of Customer Information except as expressly authorized by the Agreement Documents.

5.2 Security of Customer Information. Seller will protect all Confidential Information (including Customer Information and Order Information) in accordance with this Agreement and the Marketplace Seller Privacy and Security Policy, available on the Seller Hub.

5.3 Use of Customer Information and Order Information. Seller may only use Best Buy's Confidential Information (including but not limited to Customer Information and Order Information) to further a Seller Transaction related to this Agreement, in accordance with the terms of this Agreement and the Marketplace Seller Privacy and Security Policy. Seller will not (a) disclose or convey any Seller Transaction information to any third-party (except as necessary for Seller to perform its obligations under the Agreement), (b) use any Customer Information or Order Information for any marketing or promotional purpose whatsoever, (c) use Customer Information or Order Information for any purpose other than for which the Customer Information or Order Information was provided, (d) contact a person who has ordered a Seller Product that has not yet been delivered with the intention of collecting any amounts in connection therewith or to influence that person to make an alternative purchase; (e) target communications of any kind on the basis of the intended recipient being a Best Buy customer, except as may be required in connection with Product Recalls or warnings; or (e) use any information about Best Buy gained through the Program to directly solicit such Best Buy customers or potential Customers through any other sales channels.

6. Representations and Warranties.

6.1 Seller Representations and Warranties. Seller represents and warrants to Best Buy that (a) it has the authority to enter into the Agreement and to sell the Products free and clear of all liens, charges, encumbrances, or other restrictions, and that the person signing the Agreement on behalf of Seller is authorized to sign; (b) the Products are genuine and will be free from defects in material and workmanship, and will be fit and safe for the use(s) normally and reasonably intended; (c) the Content, when created by or on behalf of Seller and provided by Seller or a third-party, is accurate and complete and Best Buy's exercise of its license rights will not violate any third-party's rights; (d) the Products are of merchantable quality, will perform in conformance with specifications and any claims made about the Products have been substantiated and are truthful and not misleading; (e) the Products do not contain any Embedded Service(s) unless disclosed in writing to Best Buy prior to listing products for sale on the Program, and to the extent a Product contains Embedded Services, such Embedded Services are subject to the terms of the Agreement as if the Embedded Services are a Product; (f) it will provide a manufacturer's product warranty to end users of the Products that is generally consistent with or superior to industry standards; (g) any software or hardware (and related computational or communication protocols) included with or integrated into a Product to enable connectivity with other devices or systems will meet current industry standards and safeguards with respect to connectivity and data security; (h) it will comply with all Applicable Laws and regulations in performing its obligations under the Agreement, including but not limited to laws and regulations pertaining to Product origin (including the origin of Product components or materials), design, manufacture, packaging and labeling, connectivity (including via the internet) and data security, importation, the Foreign Corrupt Practices Act; all applicable federal employment laws and executive orders; the Fair Packaging and Labeling Act, the Lanham Act, the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act, the Consumer Product Safety Act, the Consumer Product Safety Improvement Act of 2008, Federal Hazardous Substances Act, the United States Antidumping and Countervailing Duty Laws (including The Tariff Act of 1930, as amended), the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), the Toxic Substances Control Act, and the laws relating to environmental and transportation matters or those requiring any form of notice or warning in connection with the sale, shipment, storage or marketing of Products; (i) the Products are not produced, manufactured, assembled or packaged by the use of forced labor, prison labor or forced or

illegal child labor and that the Products were not trans-shipped for the purpose of mislabeling, evading quota or country of origin restrictions or for the purpose of avoiding compliance with forced labor, prison labor or child labor laws; (j) the Products are in new condition and do not contain any used or refurbished components unless otherwise agreed by Best Buy in writing and Seller discloses any used or refurbished components to Best Buy; and (k) Seller will use consumer-facing delivery and installation providers who utilize only background-screened personnel. Seller and their delivery service providers have obtained industry appropriate insurance protection related to such services.

6.2 Best Buy's Representations and Warranties. Best Buy represents and warrants to Seller that (a) it has the authority to enter into the Agreement; and (b) it will comply with all applicable federal, state, and local laws in the performance of its duties under the Agreement.

6.3 Compliance with Laws. Seller represents and warrants that in the conduct of its business, Seller Products, and in all other respects it will: (i) comply with all Applicable Laws; (ii) procure and maintain, at its own expense, all necessary permits and licenses; (iii) comply, and cause its employees and agents to comply, with all reasonable policies and procedures promulgated by Best Buy as to Best Buy premises that are communicated to Seller including without limitation all security and network connectivity guidelines; (iv) be solely responsible for all taxes, wages, benefits, employment insurance premiums, workplace safety and insurance or workers' compensation premiums, payroll taxes, disability insurance premiums or any other similar charges; and (v) not violate or infringe upon any patent, copyright, trade secret or other property or contract right of any other person/entity. Seller will notify Best Buy within ten (10) days regarding the existence and nature of Seller's knowledge of its possible material non-compliance with Applicable Laws, or its notice of a claim from a consumer (which, individually or in the aggregate, may reasonably be expected to result in liability to Seller or Best Buy) that a Product is defective or does not comply with all Applicable Laws.

6.4 Compliance with Privacy Laws. For clarity but without limiting the generality of the preceding sections, Seller represents, warrants and certifies that it will comply with all Applicable Laws, ordinances, rules, regulations, policies, practices, and guidelines, whether federal, state or local regarding data privacy.

- (a) **Seller Products.** Seller represents, warrants and certifies that Seller's Products do not contain any "back door device," "drop dead device," "time bomb," "Trojan horse," "virus," "worm," (as such terms are commonly understood in the software industry) or other computer programming or pre-installed software or code designed or intended to have, or capable of performing, or that without Customer consent will cause, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to Seller Product or any other computer system, hardware, software, or telecommunications equipment; (ii) damaging, destroying or providing unauthorized access to any data or file without the Customer's consent; or (iii) sending information to Seller or any other person without the Customer's consent. Seller warrants and represents that none of the Seller Products (A) constitute, contain or are considered "spyware," "trackware" or "remote log-in" software or code as such terms are commonly understood in the software industry; (B) record a Customer's actions without such Customer's knowledge and consent; (C) employ a Customer's internet connection without such Customer's knowledge and consent; or (D) gather or transmit information on a Customer or a Customer's behavior without such Customer's knowledge and consent.
- (b) **Returned Product Sanitization.** Seller will adhere to the following sanitization standards prior to the transfer, disposal, refurbishing, recycling, resale or any other disposition ("Handling") of all devices capable of data storage and/or storage media of any kind returned by Customers. Prior to Handling, Seller must use an industry-standard tool or process that meets or exceeds the requirements outlined in the National Institute of Standards and Technology Special Publication 800-88 rev. 1, Guidelines for Media Sanitization, any successor version, or other industry-accepted tools, software, or processes to reasonably remove all Customer Information from the device or make such data un-recoverable with commercially available tools, processes or methods (a "Sanitization Method" or "Sanitizing").

(c) Customer Information. Seller represents, warrants and certifies that with respect to Customer Information, Seller meets the requirements of Sections 5.3 and 6.4 to this Agreement.

6.5 Compliance with Advertising and Pricing Requirements. For clarity but without limiting the generality of the preceding sections, Seller acknowledges that it will comply with all requirements set forth by the US Federal Trade Commission Act, US Federal Trade Commission, or other Applicable Laws with respect to the sale of Products and services including without limitation: a) ordinary selling price requirements to substantiate any regular price or sales claims; b) misleading advertising requirements such as proper disclosures, factual and performance claims testing, and full disclosure of all relevant information; c) “bait and switch” rules around having sufficient stock to support sales; and d) avoidance of collusion, predatory pricing, abuse of dominance, or other anti-competitive acts. Where Seller is permitted to sell Pre-Owned or Refurbished Products then any savings claims will be against similar products (for example Pre-Owned compared to Pre-Owned of the same SKU). Where site functionality permits, (a) Seller may refer to a price difference of an Pre-Owned or Refurbished Product being less than the price of a factory fresh price provided it is clear it is not a savings claim and (b) Seller may not allege or imply a Seller Product meets the standards and/or requirements of the US Cyber Trust Mark Program (“USCTM Program”) unless and until the product meets applicable Federal Communications Commission (“FCC”) rules and USCTM Program requirements such that displaying the Mark is permitted under the USCTM Program and FCC rules.

6.6 Seller Product Compliance. In providing the Seller Products, Seller Content, or Seller Materials, and performing its other obligations under this Agreement, the Seller will comply with all Applicable Laws including, without limitation, laws pertaining to product safety, design, manufacture, packaging and labeling ; connectivity (including via the internet), data security, product origin (including the origin of the product components or materials); payment for blank media or other government or industry mandated taxes, levies or fees, all environmental stewardship, deposit, packaging and waste levies and similar requirements (collectively “Levies”); for Products delivered to or sold in the United States and any additional requirements as may be provided on the Seller Hub. All Products must be permitted to be sold in the United States.

6.7 Compliance with Economic Sanctions and Export Control Laws. Seller represents and warrants that: (i) it is not located in or a resident of any U.S. comprehensively sanctioned jurisdiction, such as Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People’s Republic, and Luhansk People’s Republic regions of Ukraine; (ii) it is not: (a) listed on any export control- or sanctions-related restricted party list administered by the U.S. Department of Commerce, Bureau of Industry and Security (BIS) or the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), including the Entity List or the Specially Designated Nationals and Blocked Persons List (SDN List); or (b) 50 percent or more, individually or in the aggregate, owned by one or more persons on such lists; (iii) it is not otherwise the target of any restrictions or prohibitions under U.S. or non-U.S. economic sanctions or export control laws, including laws administered by BIS or OFAC (“Sanctions and Export Control Laws”); (iv) it is in compliance, and will comply, with Sanctions and Export Control Laws; and (v) it will not take steps to cause, or conspire to cause, Best Buy to violate any Sanctions and Export Control Laws.

6.8 Environmental and Recycling Levies. You are responsible for all obligations related to environmental handling, recycling, and packaging, including without limitation, and fees, charges, levies, taxes or other amounts due or owing (“Environmental Obligations”) that result from the sale of Products sold through or on the Best Buy Site notwithstanding the allocation of such responsibility under any Applicable Law. Where Applicable Law permits the charging of a fee, such as an environmental handling fee, to recover amounts related to Environmental Obligations (“Environmental Fees”) then Best Buy may permit, but is not required to permit, such Environmental Fees to be added to the price of the Product either visibly or incorporated into the price provided that you are in compliance with all Applicable Laws related to such Environmental Obligations. Where Applicable Law states that Best Buy or the Program is responsible for Environmental Obligations related to your Products or the sale thereof, then Best Buy may at its discretion, charge Environmental Fees to cover such Environmental Obligations or charge you for any costs or expenses incurred or to be incurred by Best Buy in respect of such Environmental Obligations notwithstanding that you or Best Buy may not

have charged any Environmental Fees to Customers in respect thereof. Best Buy is not liable for any losses, damages or other claims resulting from such Environmental Obligations and you will indemnify Best Buy from any losses, damages or claims in any way related to the Environmental Obligations notwithstanding any representations, errors, acts or omissions by Best Buy or its agents, employees, representatives, or suppliers. Notwithstanding the foregoing, we may in our sole discretion remit Environmental Fees to a particular jurisdiction, responsible entity, or authority instead of forwarding those Environmental Fees to you.

6.9 Data Provision. You will provide any compliance or other information related to the Products as requested by Best Buy including without limitation: (a) material data safety sheets; (b) packaging weights and composition; (c) information related to the transportation of dangerous goods; (d) intellectual property ownership information including without limitation trademark, copyright, patents, licensing information and distribution rights; (e) PFAS, mercury, or other content information; (f) testing and certification results such as CSA and UL; and (g) country of origin information.

6.10 Best Buy Corporate Policies and Procedures. Seller and persons employed by or conducting business with Best Buy through Seller shall comply with all policies and procedures promulgated by Best Buy. Best Buy policies and procedures, including, without limitation Best Buy's Conflict of Interest policy, Gifts and Vendor Relations Policy, Code of Ethics, and any other policies which are made available on the Seller Hub. Policies and procedures may be amended from time to time. With respect to computer security and anti-virus protection measures, Seller will adhere to Best Buy's procedures for computer security and warrants that any technology assets of Seller, with or without having on-site or remote connectivity to Best Buy computer network will, at all times, maintain the most current version or a leading commercially available antivirus product, accompanied by the current virus definitions for that product.

6.11 Responsible Sourcing. Non-compliance may lead to corrective action processes and/or suspension. Seller represents and warrants that all Products sold through the Best Buy Properties will comply with all Best Buy sourcing policies including without limitation the Supplier Code of Conduct which requires, inter alia, that Products:

- (a) are not manufactured using workers that are: (i) forced to provide labor; (ii) employed in an illegal underage manner; (iii) not paid wages and benefits in accordance with all Applicable Laws and code of conduct requirements; (iv) required to work excessive hours; (v) subject to inhumane treatment or discrimination; (vi) do not have freedom of association;
- (b) are manufactured by workers in an environment with proper health and safety policies and practices including those involving: (i) occupational safety; (ii) emergency preparedness; (iii) occupational injury and illness; (iv) industrial hygiene; (v) physically demanding work; (vi) machine safeguarding; (vii) sanitation, food and housing; and (viii) health and safety communication;
- (c) are produced in an environmentally responsible manner including requirements in respect of: (i) environmental permits and reporting; (ii) pollution prevention and resource reduction; (iii) hazardous substances; (iv) solid waste; (v) air emissions; (vi) materials restrictions; (vii) water management; (viii) energy consumption and greenhouse gas emissions;
- (d) follow proper business ethics including those in respect of (i) business integrity; (ii) no improper advantage; (iii) disclosure of information; (iv) fair business, advertising and competition; (v) protection of identity and non-retaliation; (vi) responsible sourcing of materials; (vii) privacy; and (viii) not engage in acts of bribery and corruption; and
- (e) are produced and distributed by companies that have appropriate management system elements to ensure compliance with Responsible Sourcing and other policy requirements of Best Buy including: (i) company commitment; (ii) management accountability and responsibility; (iii) legal and Customer requirements; (iv) risk assessment and risk management; (v) improvement objectives; (vi) training; (vii) communication; (viii) worker feedback, participation and grievance, (ix) audits and assessments; (x) correction action process; (xi) documentation and records; and (xii) supplier responsibility.

6.12 Restricted Trade and Responsible Sourcing Due Diligence. Best Buy expects that in addition to compliance with the Supplier Code of Conduct, Sellers remain fully compliant with Applicable Laws

pertaining to compliance, export control and economic sanctions, of the US and other applicable jurisdictions. This includes, but is not limited to, Section 889 of the National Defense Authorization Act (NDAA). Sellers are responsible for compliance and must stay up to date with legal changes that may affect their ability to sell through the Program.

Best Buy reserves the right to audit any Seller.

7. Indemnification.

Seller will indemnify, defend, and hold harmless Best Buy, its parent, Affiliates, agents, service providers, sellers, distributors, licensors, officers, directors and employees from and against any and all claims, actions, liabilities, losses, costs and expenses arising from or in connection with (a) Seller's breach of the Agreement; (b) acts or omissions of Seller (or its agents', subcontractors', or service providers') relating to the Products which includes, but is not limited to, claims that the Products, their use, or the delivery or installation of such Products, caused or may cause, personal injury, death, or real or personal property damage; (c) a Product Recall or corrective action plan, whether or not initiated by Seller; (d) product warranty service claims resulting from a Catastrophic or Substantial Defect; (e) claims or allegations that any Seller Material, the Products or the manufacture, importation, sale, offer for sale, or use of the Products infringe, misappropriate or injure a third-party's intellectual property or proprietary rights; (f) false or misleading product specifications, manuals or other Seller Materials provided to Best Buy to promote and sell the Products; (g) servicing or repairs made to a Product according to Seller procedures, service manuals, service information, or other instructions or information, or any claims related to "Right to Repair" or similar laws; (h) Seller's failure to perform its obligations in connection with a rebate offer; (i) any penalty, interest, taxes assessed or owed, or other charges that may be assessed against Best Buy for any reason, including, but not limited to, failure by Seller to meet tax obligations set forth in Section 4 herein, pay any tax or file any return or information required by law, rule, or regulation, as a result of Best Buy's reliance on erroneous information provided by Seller, or as a result of Seller's failure to provide to Best Buy the complete information necessary to make a proper tax calculation; (j) alleged failures of Seller to timely pay sums due to any third parties; (k) the offering for sale, sale or distribution of any Seller Product; or (l) a Data Incident resulting from Seller's breach of its obligations under this Agreement. Best Buy agrees to give Seller prompt written notice of any claims, tender the defense to Seller, grant Seller the right to control settlement and resolution, and provide reasonable, necessary cooperation to Seller. Seller agrees to pay all costs of liability, settlement and defense, including attorney fees and costs. Seller will not consent to the entry of a judgment or settle without Best Buy's prior written consent, which may not be unreasonably withheld. Seller will use counsel reasonably satisfactory to Best Buy. If Best Buy reasonably determines that a defense or defenses are available to Best Buy that are not available to Seller and raising the defense or defenses would create a conflict of interest for the counsel defending the claim, Best Buy will be entitled to retain separate counsel, subject to the Seller's reasonable approval, for the purpose of raising these defenses at Seller's expense. Seller's obligations under this Section 7 are independent of its other obligations under the Agreement.

8. Warranty Disclaimer. BEST BUY PROVIDES THE PROGRAM AND ANY RELATED PRODUCTS, SERVICES, CONTENT, SOFTWARE, ARTWORK, DATA, AND INFORMATION "AS IS." BEST BUY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR QUALITY OF DATA AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL BEST BUY OR ITS CORPORATE AFFILIATES, DESIGNATED AGENTS, SERVICE PROVIDERS, VENDORS, DISTRIBUTORS, LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS DIRECTORS, OR EMPLOYEES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER.

(INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE AGREEMENT DOCUMENTS, SELLER'S USE OF THE PROGRAM OR ITS SERVICES, ANY ERRORS OR OMISSIONS (INCLUDING WITHOUT LIMITATION ANY PRICING OR PRODUCT INFORMATION ERRORS AS CONTEMPLATED BY SECTION 2.3(B) ABOVE), ANY INFORMATION OBTAINED THROUGH THE PROGRAM, ANY DELAY OR INABILITY TO USE THE PROGRAM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES TO SELLER IN CONNECTION WITH THE PROGRAM, OR OTHERWISE ARISING OUT OF THE USE OF THE PROGRAM OR THE BEST BUY PROPERTIES WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BEST BUY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BEST BUY'S SOLE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO ANY COMMISSION PAID BY SELLER IN THE PREVIOUS THREE-MONTH PERIOD.

10. Effect of Termination. Except as otherwise provided herein, neither Party will incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination or expiration of the Agreement by such Party which complies with the terms of the Agreement Documents, whether or not the Party is aware of any such damage, loss or expenses. In the event of any termination or expiration and unless otherwise provided by Best Buy to Seller in writing, Seller participation in the Program will cease, except that (a) Seller will fulfill any orders then pending and (b) Seller will continue to handle and process any Returns of Seller Products it receives from Customers after the effective date of the termination or expiration. Termination is not the sole remedy under the Agreement Documents and, whether or not termination is affected, all other remedies will remain available.

11. Audit Rights, Claims.

11.1. Audit Rights. For three years following fulfillment of a Product sale, Seller shall keep full and accurate books of account and all documents and other materials relating to the subject matter of that sale and Seller's fulfillment of that sale. During that same period, Best Buy, or its duly authorized agent or representative, will have the right, upon reasonable notice, to audit Seller for compliance with applicable terms of the Agreement and inspect the books, documents, and other materials during Seller's normal business hours, and may make copies of such books, documents and other materials in order to verify whether Seller has complied with its obligations under the Agreement. Seller will promptly pay Best Buy for any overcharges made by Seller that are disclosed by an audit. In addition, if any audit of Seller's books and records reveals a material discrepancy or non-compliance, then Seller shall reimburse Best Buy for Best Buy's direct out-of-pocket expenses incurred in conducting the audit. Best Buy's systems control as the systems of record for purposes of calculating data such as sales numbers and accruals based on receipts and Returns.

11.2. Claims. Except as otherwise provided in the Agreement, claims made by either party, however asserted, must be made within three (3) years from the date the cause of action arises.

11.3 Claims of Non-Payment by Best Buy. Except as otherwise provided in the Agreement, claims or disputes made by Seller for non-payment of amounts related to Product sales must be made within one (1) year from the date of the Product sale.

11.4. Information Requests. If Best Buy or any of its officers or employees are required at any time to disclose information relating to Seller at the request of Seller or a third-party, whether by means of subpoena, mandate or Seller's consent to such disclosure, Seller agrees to reimburse Best Buy for all reasonable expenses, including attorneys' fees, of such disclosure

12. Confidentiality. You will comply with the terms of any nondisclosure agreement between you and Best Buy (or Best Buy's Affiliates) ("NDA"). If no such agreement exists, you and your representatives (a) will protect and keep confidential the existence of the Agreement Documents, its terms and conditions and any other information obtained from Best Buy in connection with the Agreement Documents or related to the Program that is identified as confidential or proprietary or that, given the

nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to Best Buy's technology, Customers, business plans, marketing activities and finances) ("Confidential Information"), (b) will use such Confidential Information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under the Agreement Documents, and (c) will return all such Confidential Information to Best Buy or delete such Confidential Information promptly upon the termination of the Agreement. All such Confidential Information will remain Best Buy's exclusive property (unless otherwise described herein), and you will have no rights to use such Confidential Information except as expressly provided herein.

13. Publicity and Non-Disparagement. You will not issue any press release or publicity relating to the Program or the Agreement Documents or utilize Best Buy intellectual property without express written permission. You will not at any time during or after this Agreement, disparage or encourage or induce others to disparage the Program, Best Buy or any other Seller, or any of their respective past and present, officers, directors, products or services (the "Best Buy Parties"). For purposes of this section, the term "disparage" includes, without limitation, comments or statements to the press, to Best Buy Parties' employees, Customers, sellers, or to any individual or entity with whom the Best Buy Parties have a business relationship (including, without limitation, any vendor, supplier, Customer or distributor), or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the Best Buy Parties. Notwithstanding the foregoing, nothing in this section shall prevent you from making any truthful statement to the extent, but only to the extent (A) necessary with respect to any litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement, in the forum in which such litigation, arbitration or mediation properly takes place or (B) required by law, legal process or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction over you.

14. Insurance. Seller is required to procure, maintain and abide by the insurance requirements as laid out in Exhibit B – Insurance Requirements, which may be amended from time to time by Best Buy. Seller shall be responsible to review and ensure that Seller's subcontractors maintain insurance that is customary and reasonable for their primary business risks and shall be liable for any failure thereof. Seller will be liable for any failure by Seller or its subcontractors. Failure by Seller or subcontractor to furnish a certificate of insurance or failure by Best Buy to request one will not constitute a waiver by Best Buy of the insurance requirements. Further, the referenced insurance limits will not in any way limit the liability of Seller or the liability of any of its subcontractors during their performance under the Agreement.

15. Notices. We may update these Marketplace Standard Terms and the Marketplace Program Policies as provided under the Agreement by posting the updated documents on the Seller Hub. All notices involving a legal process, termination, assignment, or breach of the Agreement will be in writing and hand-delivered or mailed by either registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, receipt confirmed. In the case of notices via first-class mail or courier service, notices will be deemed effective upon the date of receipt. Best Buy will send notices to Seller's primary email address, primary physical address of record, or any other address which Seller has provided to Best Buy, unless otherwise requested by Seller in writing. Seller is responsible for providing Best Buy with written notice of any changes to its primary address and contact information. Notices to Best Buy will be addressed as follows unless otherwise requested by Best Buy in writing:

Notices to Best Buy:
Best Buy
7601 Penn Avenue South
Richfield, MN 55423-3645

Attn: Chief Merchandising Officer
Copy To: Vendor Relations
Copy To: General Counsel, Legal Department

16. Severability. If any provision of these Agreement Documents is determined by any court or governmental authority to be unenforceable, the parties intend that the Agreement Documents be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

17. Disputes; Governing Law and Venue.

17.1. Arbitration. Any controversies or disputes arising out of or relating to the Agreement or its interpretation, will, at the option of Best Buy, be settled through arbitration by an arbitration service mutually determined by the parties in accordance with the laws of the State of Minnesota governing voluntary arbitrations. All arbitration hearings will be conducted in Minneapolis, Minnesota. Each party will bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator.

17.2. Governing Law and Venue. The laws of the State of Minnesota, without regard to Minnesota's choice of law principles, govern all matters arising out of or related to the Agreement. In the event Best Buy does not elect to submit a dispute to arbitration, the parties agree that the exclusive forum and venue for a civil action to decide the dispute will be brought in the United States District Court for the District of Minnesota, unless neither subject matter nor diversity jurisdiction exists, then the exclusive forum and venue will be the courts of the State of Minnesota located in Hennepin County. Additionally, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods, and any subsequent revisions, do not apply to the Agreement.

18. Survival. In addition to any provisions that survive termination or expiration according to their terms and payment obligations, the following sections shall survive termination or expiration of this Agreement: Definitions, Taxes, Fees; Debit Balances; Customer Information, Representations and Warranties, Indemnification, Warranty Disclaimer, Limitation of Liability, Insurance Requirements, Survival, Confidentiality, Publicity, Use of Best Buy Marks, Notices, and Governing Law, and Venue.

EXHIBIT A - SELLER PRODUCT REQUIREMENTS FOR CHILDREN'S PRODUCTS AND REGULATED PRODUCTS

1. Seller agrees to comply with all laws applicable to the sale of Children's Products including but not limited to the requirements of the Consumer Product Safety Improvement Act of 2008 ("CPSIA") (15 U.S.C. §§ 2051–2089) and the regulations (CFR, Title 16, Chapter II, parts 1000 through 1061) applicable to the sale of Children's Products together with the following requirements applicable to the sale of Children's Products to Best Buy and members of the public:
 - (a) Seller agrees that Seller's Children's Products comply with all rules, bans, standards and regulations for toys and children's products as set forth in the CPSIA and regulations.
 - (b) Seller agrees that Children's Products must be tested by a third-party, Consumer Product Safety Commission accredited testing laboratory. The manufacturer's suggested use age and hazards (e.g., small parts, dangerous substances, etc.) must be specified on the product packaging and included as part of the product description in the Content provided for display online. You will ensure the testing occurs in accordance with all Applicable Laws and requirements before the Children's Product is imported or, for domestically manufactured products, introduced into commerce, and whenever there has been a material change to the Product or the manufacturing process.
 - (c) Before offering a Children's Product for sale in the Program, Seller will have issued a Children's Product Certificate (CPC) for each Children's Product that will be sold by Seller (or have access to a soft copy or URL of the CPC if Seller is not the manufacturer or importer of the Children's Product); and Seller will provide a copy of the CPC to Best Buy within 2 business days of request.
 - (d) Seller agrees that its policies relating to the sourcing of Children's Products and compliance with laws and regulations set forth undue influence procedures, zero tolerance for violations, and training to ensure compliance. Examples of undue influence procedures could include but would not be limited to: preventing false or misleading test results; ensuring ethical behavior; and requiring due diligence.
 - (e) Seller agrees to maintain, or have access to from the manufacturer, records for five (5) years from the date of production of the Product. The records must include the following:
 - (1) a copy of the CPC for each Product
 - (2) records of each third-party certification test (for each manufacturing site)
 - (3) descriptions of all material changes in Product design (e.g., changes in functionality, color, substances, etc.), manufacturing process, and component part sourcing, test values and certification test runs, undue influence procedures, validation testing, and one of the following:
 - (i) a periodic test plan and periodic test results (completed at least once per year);
 - (ii) a production test plan, production test results, and periodic test results (completed at least once every two years); or
 - (iii) results of tests conducted by a testing laboratory accredited to ISO/IEC 17025:2005 and periodic test results (completed at least once every three years).
 - (f) Seller agrees the records will be available, in hard copy or electronically (such as through email or via an Internet website), for inspection by the CPSC upon request as set forth in the regulations. Best Buy may perform an audit of the required records.
 - (g) Seller will provide Best Buy with a designated contact person (including name, title, phone and e-mail address) who is responsible for Seller's compliance with the requirements.

Children's Products that would be considered Secondary (Refurbished or Pre-Owned) CANNOT be sold in the Program.

2. Regulated Products. If any Seller Products consist of Regulated Products, Seller will ensure the Regulated Products comply with the requirements below in addition to all applicable requirements regarding Seller Products in the Agreement Documents, including privacy requirements. If Seller is not the manufacturer of the Products, Seller will work directly with the manufacturer or importer to ensure compliance with the terms of the Agreement Documents.

a. Seller will ensure that the Regulated Products comply with all Applicable Laws, rules, bans, standards and regulations for the Products as set forth in Applicable Laws.

b. Seller will ensure that all Regulated Products are tested and certified as compliant through issuance of a General Certificate of Conformity ("GCC"). Seller will ensure the testing occurs in accordance with all Applicable Laws and requirements before the Regulated Product is imported or, for domestically manufactured products, introduced into commerce, and whenever there has been a material change to the Product or the manufacturing process.

c. Before offering a Regulated Product for sale in the Program, Seller will have issued a GCC for each Regulated Product (or have access to a soft copy or URL of the GCC if Seller is not the manufacturer or importer of the Regulated Product); and Seller will provide a copy of the GCC to Best Buy within 2 business days of request.

EXHIBIT B - INSURANCE REQUIREMENTS

1. General Requirements. To the extent any insurance is purchased on a “claims-made” basis, such insurance shall cover all prior acts and such insurance shall be continuously maintained for three (3) years after the expiration or termination of this Agreement, or you will purchase “tail” coverage, effective upon termination of any such policy or upon termination or expiration of the Agreement, to provide coverage for at least three (3) years from the occurrence of either such event. You will ensure that each of your insurance policies is issued by a company with an A.M. Best Rating of A-VII or better. If at any time during the term of the Agreement, an insurer’s A.M. Best Rating is downgraded to below A-VII, you will at your sole cost and expense procure new coverage meeting the above criteria with an insurer meeting the preceding A.M. Best minimum rating requirements.

You will ensure that the coverage territories for all policies include the United States and Canada. You will ensure that your insurance will be primary, non-contributory and will respond to and pay claims prior to other coverage. You will be responsible for all claims, expenses, and loss payments within your policy deductible or self-insured retention. You will ensure all of your policies have clauses allowing waiver of subrogation and you agree to waive and have your carriers waive subrogation against Best Buy. **We will not permit full self-insurance for compliance with the insurance requirements without our prior review and written approval.**

2. Required Coverage. You will procure and maintain insurance coverage in accordance with the below minimum amounts and conditions. If you fail to maintain and evidence the required insurance coverage, we may in our sole discretion suspend or inactivate your account at any time.

A. Commercial General Liability of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, including contractual liability for liabilities assumed under the Agreement Documents, products/completed operations, product liability, and personal and property injury, broad form property damage and broad form contractual coverage, and advertising injury. You will procure insurance in amounts not less than \$2,000,000 if you sell any Product within the product categories set forth in Attachment 1 to Exhibit B. If you do not see your Product, contact your Best Buy Account Manager. You will ensure the total minimum limit requirement will be per occurrence, which may be met by a combination of Primary and Excess coverage. Policies must be written on an occurrence basis; claims-made policies are not acceptable. Best Buy may amend the required insurance amounts at any time, including without limitation by increasing or decreasing insurance amounts by category, adding or removing categories, setting limits by sales volume or other metrics, financial resources or any other factor at Best Buy’s sole discretion.

B. Excess/Umbrella Liability may be procured to meet the total Commercial General Liability limit requirements. If you procure such a policy, you will ensure the coverage and terms follow and are not less broad than the underlying Commercial General Liability policy.

C. Technology Errors and Omissions for any Seller who is providing software, covering actual or alleged acts, errors or omissions committed by you, your agents, subcontractors, or employees, related to Products, containing coverage for infringement of intellectual property, including copyrights and trademarks, with a combined single limit of not less than two million dollars (\$2,000,000) per claim.

3. Certificates of Insurance. Upon execution of the Agreement and upon each policy renewal, you will supply us with a Certificate of Insurance evidencing coverage for the required policies. You will not cancel or modify your insurance policies required under this Agreement without providing us with at least 30 days prior written notice. You will name “Best Buy Co., Inc., its subsidiaries and Affiliates, directors, officers, employees and agents” as an Additional Insured for each policy on the Certificate. You will ensure the Certificate lists the coverages and limits required. The Certificate of Insurance must be an original, complete and signed document and list all subsidiaries or business names covered by the certificate.

ATTACHMENT 1 TO EXHIBIT B

PRODUCT CATEGORY INSURANCE REQUIREMENTS

The following product categories require \$2,000,000 Commercial General Liability limit per occurrence. This list is subject to change at Best Buy's sole discretion. Inclusion in this Attachment should not be interpreted as permission to sell the items listed. Please refer to Section 5 of the Marketplace Program Policies for additional information on Excluded Products.

- Air conditioners
- Air compressors
- Any products with a gas or electric motor
- Batteries
- Baby/infant products or equipment
- Billiard equipment
- Cameras
- Camping stoves and lanterns
- Chemicals
- Children's Products or equipment
- Computers and tablets
- Digital media players
- Digital receivers
- eMobility devices
- Fans including ceiling fans
- Fire pits
- Fitness equipment
- Food and beverage
- Furniture
- Generators
- Grills
- Hearing aids
- Heaters
- Health and wellness equipment or accessories
- Holiday lights
- Home office equipment
- Home theater and stereo equipment
- Household appliances
- Household systems
- Household cleaners
- Lamps and lighting fixtures
- Mobile stereo equipment or amplifiers
- Mobile navigation systems
- Mobile phones, smartphones and connected devices
- Musical instruments and music equipment
- Pet food or supplies
- Safes
- Smoke and carbon monoxide detectors
- Sports safety equipment, including life preservers or other flotation devices
- Sporting goods
- Telephones
- Televisions
- Tools (powered or manual)
- Toys
- Trampolines
- Video game consoles
- Wellness and beauty products or accessories