



Reseller Agreement

GoConex is proud to pioneer switching without wire. Where people can move, add or change how switches work to enhance their spaces and the way they live.

We recognize that our high-quality resellers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff, product availability and sharing our brand message. GoConex wishes to enter an agreement to earn your support through healthy profits, marketing allowances, incentives and a structured reseller agreement.

To qualify and remain a GoConex Authorized Reseller, your business must adhere to this GoConex Authorized Reseller Policy at all times.

1. Maintain Current Business Information & Disclose All Locations That Carry GoConex

Maintain accurate and up-to-date company information and disclose all locations that carry and sell GoConex throughout the term of your reseller relationship with GoConex.

Qualifying locations can only be one of the following: your physical brick & mortar store(s), your commerce-enabled website(s), or temporary storefronts (events, tradeshow, pop up stores, etc.).

2. Sell on Approved Retail Website(s) Only

Must only take orders via publicly accessible ecommerce enabled web pages hosted on approved websites owned and operated by your company.

Selling on 3rd party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, etc.) or direct messages on forums is strictly prohibited.

3. Report Sell-Thru

When requested, provide sell-thru information by SKU and approved retail location upon request. GoConex reserves the right to perform an audit of financial statements pertaining to GoConex sales or the business operations (conduct) to ensure compliance with this policy.

4. GoConex's Trademark & Brand Policy

Reseller agrees to comply with the GoConex Trademark & Brand Policy and represent your company as a GoConex Authorized Reseller in all online advertising & sales collateral.

Setting up businesses, registering domain names, or social media usernames that contain any of GoConex trademarks is strictly prohibited. To ensure compliance with the GoConex Authorized Reseller Policy, you must only use approved marketing materials for all GoConex Products supplied to the Reseller from the GoConex web site. The entirety of GoConex Trademark & Brand Policy can be read on the GoConex reseller web page.

5. GoConex Minimum Advertised Price Policy

Ensure you understand and abide by the GoConex MAP Policy. You can read the policy in its entirety on the reseller GoConex reseller web page.

6. Sell to Customer Within An Assigned Geographic Territory Only

Must be able to restrict customer order shipments to shipping addresses located within your assigned country or designated territory. This includes selling or shipping GoConex products to



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end consumers online if your territory does not include the online channel.

7. Sell to Your Customers

Agree not to ship outside your assigned territory. Sell to your end consumers / contractor only. Do not sell to wholesalers, freight forwarders/drop-shippers or other retailers.

8. Only Purchase GoConex Products Directly From Assigned & Authorized Distributor

Do not buy GoConex products from other retailers, or from other sources not explicitly endorsed by GoConex.

9. Only Sell GoConex Products in Original Packaging

Do not alter original GoConex packaging in any way prior to reselling GoConex products. Removing GoConex products from packaging and reselling GoConex products in different packaging or under a different name is strictly prohibited.

10. Ecommerce Business Separately from Offline Retail

You must have the ability to plan inventory for your ecommerce business separately from inventory planned for your physical store's business & provide accurate sell-thru numbers for each.

11. Use GoConex Supplied Core Product Data in Feeds

Use only the standard set of GoConex supplied data in product data feeds that you distribute to 3rd party advertising venues unless prior written permission is obtained by GoConex in advance.

12. No Bundling GoConex Products Without Obtaining Permission

Must not re-SKU or bundle GoConex products in your online assortments & data feeds without receiving prior written permission from GoConex.

13. Obey the Law, Abide by Policy Rules & Serve Customer Needs

Must comply with all applicable laws, rules, regulations & policies related to advertising, sale, & marketing of GoConex products. Must provide a level of sales support & customer support for our customers that, at a minimum, demonstrate industry best practices.

Failure to comply with all of the terms in the GoConex Authorized Reseller Policy will result in suspension or termination of your account.



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Reseller Pricing

Three GO Reseller price options are available to suit your business. Resellers can select a price level suited to forecasted purchases for the 12 months following the signing of this agreement. GoConex will extend the applicable GO discount for all purchases.

Quarterly reviews against target will provide opportunity to review our agreement and adjust the discount to reflect actual purchases against target. Your Reseller agreement will be updated at the end of each 12 month period with revised forecasts and discount level.

Apply the multiplier against the published MSRP to arrive at your purchase cost.

Go Reseller Price Options	12 Month Purchase Forecast	Discount Against MSRP
GO1	6 – 49 Cases	20%
GO2	50 – 130 Cases	30%
GO3	131 Cases +	40%

Mixing cartons to achieve case quantity is acceptable

Marketing Program a 5% marketing allowance is available to customers achieving quarterly targets, up to the quarter target amount(s). Reseller is required to submit proof of advertising expense to the GoConex Marketing Department to claim a credit. A credit equal to the expenditure is applied to the dealers account. Credit cannot be carried past 60 days of the anniversary of this agreement.

To adhere to the GoConex MAP policy, please do not exceed a 0.90 multiplier against MSRP.

Freight: prepaid freight on purchase orders of \$3,500.00 from our nearest shipping location. FOB our dock.

GoConex Terms and conditions apply to this agreement.



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Reseller Agreement

Company Name	Owner / Principal
Address	City
Province	Postal / Zip Code
Telephone	Email

Territory Covered:	Go Price Level:
12 Month Agreed Purchase Target:	
1st Quarter Target:	Scheduled Review Date:
2nd Quarter Target:	Scheduled Review Date:
3rd Quarter Target:	Scheduled Review Date:
4th Quarter Target:	Scheduled Review Date:

Locations to include on the GoConex Web Site "Find A Store" locator:

1	2	3	4
5	6	7	8

_____	_____	_____
Customer Signature	Sales Agent Signature	GoConex Sales Manager Signature
_____	_____	_____
Print Name	Print Name	Print Name

