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 EXHIBIT 99.5  
  
 AFFILIATE AGREEMENT  
  
  
 THIS AFFILIATE AGREEMENT (this "Agreement") is made and entered into as  
of January 23, 2001 by and between Proxim, Inc., a Delaware corporation  
("Parent"), and the undersigned stockholder (the "Affiliate"), who may be deemed  
an affiliate of Netopia, Inc., a Delaware corporation (the "Company"), under  
applicable law.  
  
 RECITALS:  
  
 A. Parent, the Company and Merger Sub (as defined below) have entered  
into an Agreement and Plan of Merger and Reorganization (the "Reorganization  
Agreement") which provides for the merger (the "Merger") of a wholly-owned  
subsidiary of Parent ("Merger Sub") with and into the Company, pursuant to which  
all outstanding capital stock of the Company (the "Company Capital Stock") will  
be converted into the right to receive common stock of Parent. Capitalized terms  
used but not otherwise defined herein shall have the respective meanings  
ascribed thereto in the Reorganization Agreement.  
  
 B. The Affiliate has been advised that the Affiliate may be deemed to be  
an "affiliate" of the Company, as the term "affiliate" is used for purposes of  
Rule 144 and Rule 145 of the rules and regulations of the Securities and  
Exchange Commission (the "Commission").  
  
 C. The execution and delivery of this Agreement by the Affiliate is a  
material inducement to Parent to enter into the Reorganization Agreement.  
  
 NOW, THEREFORE, intending to be legally bound hereby, the parties hereto  
hereby agree as follows:  
  
 1. Acknowledgments by Affiliate. The Affiliate understands and hereby  
acknowledges that the representations, warranties and covenants by the Affiliate  
set forth herein shall be relied upon by Parent, the Company and their  
respective affiliates and legal counsel, and that substantial losses and damages  
may be incurred by such persons if the representations and warranties of the  
Affiliate contained herein are inaccurate or if the covenants of the Affiliate  
contained herein are breached. The Affiliate hereby represents and warrants to  
Parent that the Affiliate has carefully read this Agreement and the  
Reorganization Agreement and has discussed the requirements of this Agreement  
with the Affiliate's professional advisors, who are qualified to advise the  
Affiliate with regard to such matters.  
  
 2. Application to Subsequently Acquired Shares. The Affiliate hereby  
agrees that all shares of Company Capital Stock and common stock of Parent  
("Parent Common Stock") acquired by the Affiliate subsequent to the date hereof  
(including shares of Parent Common Stock acquired in the Merger) shall be  
subject to the terms and conditions set forth in this Agreement as if held by  
the Affiliate as of the date hereof.  
  
 3. Compliance with Rule 145 and the Securities Act.  
  
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 (a) The Affiliate understands and hereby acknowledges that the  
Affiliate has been advised that (i) the issuance of shares of Parent Common  
Stock in connection with the Merger is expected to be effected pursuant to a  
registration statement on Form S-4 promulgated under the Securities Act of 1933,  
as amended (the "Securities Act"), and the resale of such shares will be subject  
to restrictions set forth in Rule 145 under the Securities Act, and (ii)  
Affiliate may be deemed to be an "affiliate" of the Company as the term  
"affiliate" is used for purposes of Rule 144 and Rule 145 of the rules and  
regulations of the Commission. Accordingly, the Affiliate hereby agrees not to  
sell, transfer or otherwise dispose of any shares of Parent Common Stock issued  
to the Affiliate in the Merger unless (i) such sale, transfer or other  
disposition is made in conformity with the requirements of Rule 145(d)  
promulgated under the Securities Act; (ii) such sale, transfer or other  
disposition is made pursuant to a registration statement declared or ordered  
effective under the Securities Act, or an appropriate exemption from the  
registration and prospectus delivery requirements of the Securities Act; (iii)  
the Affiliate delivers to Parent a written opinion of legal counsel, reasonably  
acceptable to Parent in form and substance, that such sale, transfer or other  
disposition is otherwise exempt from the registration and prospectus delivery  
requirements of the Securities Act; or (iv) an authorized representative of the  
Commission shall have rendered written advice to the Affiliate to the effect  
that the Commission would take no action, or that the staff of the Commission  
would not recommend that the Commission take any action, with respect to the  
proposed disposition if consummated.  
  
 (b) The Affiliate understands and hereby acknowledges that Parent  
will give stop transfer instructions to its transfer agent with respect to any  
shares of Parent Common Stock issued to the Affiliate pursuant to the Merger,  
and there shall be placed on the certificates representing such shares of Parent  
Common Stock, or any substitutions therefor, a legend stating in substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145 APPLIES AND MAY ONLY BE TRANSFERRED IN  
 CONFORMITY WITH RULE 145(d) OR PURSUANT TO AN EFFECTIVE REGISTRATION  
 STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR IN  
 ACCORDANCE WITH A WRITTEN OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO  
 THE ISSUER IN FORM AND SUBSTANCE, THAT SUCH TRANSFER IS EXEMPT FROM  
 REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED."  
  
The legend set forth above shall be removed (by delivery of a substitute  
certificate without such legend), and Parent shall so instruct its transfer  
agent, if the Affiliate delivers to Parent (i) satisfactory written evidence  
that the shares have been sold in compliance with Rule 145 (in which case, the  
substitute certificate shall be issued in the name of the transferee), or (ii)  
an opinion of counsel, in form and substance reasonably satisfactory to Parent,  
to the effect that public sale of the shares by the holder thereof is no longer  
subject to Rule 145.  
  
 4. Representations and Warranties by Parent. For so long as and to the  
extent necessary to permit the Affiliate to sell Parent Common Stock pursuant to  
Rule 145 and, to the extent applicable, Rule 144 under the Securities Act,  
Parent shall use its reasonable efforts to  
  
  
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furnish to the Affiliate upon request a written statement as to whether or not  
Parent has complied with such reporting requirements during the twelve months  
preceding any proposed sale of Parent Common Stock by the Affiliate pursuant to  
Rule 145. Parent hereby represents to the Affiliate that it has filed all  
reports required to be filed with the Commission under Section 13 of the  
Exchange Act during the preceding twelve months (or such shorter period that  
Parent has been required to file such reports).  
  
 5. Termination. This Agreement shall be terminated, and be of no further  
force and effect, automatically upon the termination of the Reorganization  
Agreement pursuant to its terms.  
  
 6. Miscellaneous.  
  
 (a) Waiver. No waiver by any party hereto of any condition or any  
breach of any term or provision set forth in this Agreement shall be effective  
unless in writing and signed by each party hereto. The waiver of a condition or  
any breach of any term or provision of this Agreement shall not operate as or be  
construed to be a waiver of any other previous or subsequent breach of any term  
or provision of this Agreement.  
  
 (b) Severability. In the event that any term, provision, covenant  
or restriction set forth in this Agreement, or the application of any such term,  
provision, covenant or restriction to any person, entity or set of  
circumstances, shall be determined by a court of competent jurisdiction to be  
invalid, unlawful, void or unenforceable to any extent, the remainder of the  
terms, provisions, covenants and restrictions set forth in this Agreement, and  
the application of such terms, provisions, covenants and restrictions to  
persons, entities or circumstances other than those as to which it is determined  
to be invalid, unlawful, void or unenforceable, shall remain in full force and  
effect, shall not be impaired, invalidated or otherwise affected and shall  
continue to be valid and enforceable to the fullest extent permitted by  
applicable law.  
  
 (c) Binding Effect; Assignment. This Agreement and all of the  
provisions hereof shall be binding upon, and inure to the benefit of, the  
parties hereto and their respective successors and permitted assigns, but,  
except as otherwise specifically provided herein, neither this Agreement nor any  
of the rights, interests or obligations of the Affiliate may be assigned to any  
other person without prior written consent of Parent.  
  
 (d) Amendments. This Agreement may not be modified, amended,  
altered or supplemented except upon the execution and delivery of a written  
agreement executed by each of the parties hereto.  
  
 (e) Specific Performance; Injunctive Relief. Each of the parties  
hereto hereby acknowledges that (i) the representations, warranties, covenants  
and restrictions set forth in this Agreement are necessary, fundamental and  
required for the protection of Parent and the Company and to preserve for Parent  
the benefits of the Merger; (ii) such covenants relate to matters which are of a  
special, unique and extraordinary character that gives each such representation,  
warranty, covenant and restriction a special, unique and extraordinary value;  
(iii) a breach of any such representation, warranty, covenant or restriction, or  
any other term or provision of this Agreement, will result in irreparable harm  
and damages to Parent and the  
  
  
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Company which cannot be adequately compensated by a monetary award. Accordingly,  
Parent and the Affiliate hereby expressly agree that in addition to all other  
remedies available at law or in equity, Parent and Company shall be entitled to  
the immediate remedy of specific performance, a temporary and/or permanent  
restraining order, preliminary injunction, or such other form of injunctive or  
equitable relief as may be used by any court of competent jurisdiction to  
restrain or enjoin any of the parties hereto from breaching any representations,  
warranties, covenants or restrictions set forth in this Agreement, or to  
specifically enforce the terms and provisions hereof.  
  
 (f) Governing Law. This Agreement shall be governed by and  
construed, interpreted and enforced in accordance with the internal laws of the  
State of Delaware without giving effect to any choice or conflict of law  
provision, rule or principle (whether of the State of Delaware or any other  
jurisdiction) that would cause the application of the laws of any jurisdiction  
other than the State of Delaware.  
  
 (g) Entire Agreement. This Agreement, the Reorganization  
Agreement and the other agreements referred to in the Reorganization Agreement  
set forth the entire agreement and understanding of Parent and the Affiliate  
with respect to the subject matter hereof and thereof, and supersede all prior  
discussions, agreements and understandings between Parent and the Affiliate with  
respect to the subject matter hereof and thereof.  
  
 (h) Notices. All notices and other communications pursuant to  
this Agreement shall be in writing and deemed to be sufficient if contained in a  
written instrument and shall be deemed given if delivered personally,  
telecopied, sent by nationally-recognized overnight courier or mailed by  
registered or certified mail (return receipt requested), postage prepaid, to the  
parties at the following address (or at such other address for a party as shall  
be specified by like notice):  
  
 If to Parent: Proxim, Inc.  
 000 XxXxxxxx Xxxxx  
 Xxxxxxxxx, Xxxxxxxxxx 00000  
 Attention: Xxxxx X. Xxxx  
  
 Telephone: (000) 000-0000  
 Telecopy: (000) 000-0000  
  
 with a copy to: Xxxxxx Xxxxxxx Xxxxxxxx & Xxxxxx  
 Professional Corporation  
 000 Xxxx Xxxx Xxxx  
 Xxxx Xxxx, Xxxxxxxxxx 00000  
 Attention: Xxxxxx X. Day  
 Telephone: (000) 000-0000  
 Telecopy: (000) 000-0000  
  
  
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 If to the Affiliate: To the address for notice set forth on  
 the signature page hereof.  
  
 with a copy to: Xxxxxxxxx Xxxxxxx Xxxxxx Xxxxxxxxxx  
 Xxxxxxxx & Xxxxxxxxx, LLP  
 000 Xxxxxxxxxxxx Xxxxx  
 Xxxxx Xxxx, Xxxxxxxxxx 00000  
 Attention: Xxxxxxxxxxx X. Xxxxxx  
 Xxxxxxx X. Xxxxxx  
 Telephone: (000) 000-0000  
 Telecopy: (000) 000-0000  
  
  
 (i) Further Assurances. The Affiliate (in his or her capacity as  
such) shall execute and deliver any additional certificate, instruments or other  
documents, and take any additional actions, as Parent may deem necessary or  
desirable, in the reasonable opinion of Parent, to carry out and effectuate the  
purpose and intent of this Agreement.  
  
 (j) Attorneys' Fees. In the event of any legal actions or  
proceeding to enforce or interpret the terms and provisions hereof, the  
prevailing party shall be entitled to reasonable attorneys' fees, whether or not  
the proceeding results in a final judgment.  
  
 (k) Third Party Reliance. Legal counsel to Parent and the Company  
shall be entitled to rely upon this Agreement.  
  
 (l) Survival. The representations, warranties, covenants and  
other terms and provisions set forth in this Agreement shall survive the  
consummation of the Merger.  
  
 (m) Counterparts. This Agreement shall be executed in several  
counterparts, each of which shall be deemed an original, and all of which  
together shall constitute one and the same instrument.  
  
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 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be  
duly executed as of the date first written above.  
  
PROXIM, INC. AFFILIATE:  
  
  
  
By: By (Signature):  
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Name: Print Name:  
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Title: Affiliate's Address for Notice:  
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 Shares beneficially owned:  
  
 shares of Company Common Stock  
 ------  
 shares of Company Common Stock  
 ------issuable upon the exercise of  
 outstanding options, warrants  
 and other rights  
  
 shares of Parent Common Stock  
 ------  
  
  
  
  
 [SIGNATURE PAGE TO AFFILIATE AGREEMENT]