

Arlo Technologies, INC.

U.S. MINIMUM ADVERTISED PRICE POLICY

(Revised and Effective as of July 2, 2018)

Objective

Arlo has built a strong brand name and loyalty among consumers and does not wish to support any advertising or promotions that would have the effect of diminishing or detracting from the perceived value of Arlo's products. Arlo's Minimum Advertised Price ("MAP") Policy supports fair competition and discourages advertised price disparity for its products. To protect and enhance its brand and position in the market, Arlo has adopted this MAP Policy unilaterally in furtherance of its independent business strategy and reserves at its sole discretion the right to change, interpret, enforce and otherwise handle all questions and issues related to this MAP Policy. Arlo has unilaterally implemented this MAP Policy in accordance with its right to choose the Authorized Resellers with whom it wishes to deal and is advising these Authorized Resellers that there will be consequences if they advertise Arlo products at prices less than the applicable designated MAP price.

The MAP Policy applies equally to all Arlo authorized resellers who sell and advertise Arlo products directly to end-user customers and who have signed a purchase or partner agreement with Arlo, including without limitation the Arlo Partner Program Registration Agreement, (collectively, "Authorized Resellers"). Authorized Resellers are free to sell and advertise Arlo products at whatever price they deem appropriate, but to qualify for MAP program benefits, Arlo products advertised must comply with the MAP Policy.

MAP Policy Guidelines

The MAP Policy shall operate under the following guidelines, and a Channel Partner must be in full compliance with the guidelines in order to qualify for program benefits:

1. Arlo will in its sole discretion establish a MAP (or no MAP) for each Arlo product, and any such MAP will be listed on the most current Arlo price sheet provided to Authorized Resellers. MAP pricing may be adjusted by Arlo at its sole discretion at any time upon written notice to Authorized Resellers.
2. Arlo product prices in advertisements must be at or above the applicable MAP prices contained in the most current price sheet. Deviation of \$0.99 is permitted to accommodate retail price point guidelines. This applies to Channel Partner advertisements in any and all media, including, but not limited to (i) print (newspaper, circulars, flyers, posters, coupons, mailers, inserts, magazines, catalogs or any other print material), (ii) broadcast (radio or television), (iii) public signage, (iv) fax, (v) direct e-mail or

email blast, (vi) direct mail, (vii) in-store signage or displays, and (viii) Internet and electronic commerce (websites, online stores, and online check-out carts) and (ix) if pricing appears in-cart, the in-cart price must not be linked to or searchable, or accessible to affiliate publishers or comparison shopping engines.

(a) Rebates cannot be netted to the promotional price:

If mail-in rebates, promotions, instant rebates or other marketing programs are offered, the net advertised price of the Arlo product must be at or above the MAP price. Authorized Resellers are not permitted to identify or advertise mail-in rebates, promotions, instant rebates or other marketing programs in conjunction with any Arlo products if the net price of the Arlo product taking into account any mail-in rebates, promotions, instant rebates or other marketing programs would result in a price below the MAP price for that particular product. For example, if the MAP price for Arlo Product X is \$100 and it comes with a \$10 mail-in rebate:

(i) Scenario 1: Channel Partner advertises Product X price of “\$110 plus \$10 mail-in rebate” (net price of \$100) – ACCEPTABLE.

(ii) Scenario 2: Channel Partner advertises Product X price of “\$109 plus \$10 mail-in rebate” (net price of \$99) – NOT ACCEPTABLE.

(iii) Scenario 3: Channel Partner advertises Product X price of “\$100 (original price \$110) after \$10 mail-in rebate” (net price of \$100) – ACCEPTABLE.

(iv) Scenario 4: Channel Partner advertises Product X price of “\$99 (original price \$109) after \$10 mail-in rebate” (net price of \$99) – NOT ACCEPTABLE.

3. The MAP Policy applies only to advertised prices and does not apply to the price at which the products are actually sold to an individual consumer. Arlo Authorized Resellers remain free to consummate sales of Arlo products to individual consumers at any prices they elect.
4. The MAP Policy does not establish maximum advertised prices. All Authorized Resellers may advertise Arlo products at any price in excess of the MAP established for such products.
5. From time to time Arlo may discontinue models or engage in special promotions with respect to certain products. In such events, Arlo reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Authorized Resellers of such change.

6. No Transshipping, Resellers are prohibited from selling or otherwise transferring Arlo products to any person or entity whose purpose is to resell such products without Arlo's prior written consent. Any sale of this type is a violation of this MAP policy.
7. No Exporting, Resellers are prohibited from selling or otherwise transferring Arlo out side the United States.

Deviations from MAP Policy

Deviations from the MAP Policy may be announced periodically by Arlo in its sole discretion. All deviations from MAP must be approved by Arlo in writing in advance.

MAP Partner Benefits

Provided that a Channel Partner is in full compliance with Arlo's MAP Policy, the Channel Partner will qualify for:

- Co-op/MDF funding
- Upfront discounts on products purchased through distribution partners
- Sell-thru rebates

MAP Violation Consequences

In the event a Channel Partner advertises a Arlo product below the MAP price set for such product, Arlo will withdraw the availability of the MAP Partner Benefits listed above from that Channel Partner for the three-month period following the date of the violation. As a result, during such period no deductions may be made by the Channel Partner from any invoice payment for reimbursement of Co-op /MDF allowance. Any attempted deduction made will be charged back to the Channel Partner. Unauthorized deductions will be treated as non-current credit status and will be dealt with in accordance with Arlo's credit policies.

To be eligible for uninterrupted and continuous supply of Arlo products, Authorized Resellers must be in compliance with this MAP Policy. Therefore, in addition to the possible loss of MAP Partner Benefits, Arlo reserves the right (in its sole discretion) to forego selling relevant product(s) to a Channel Partner who violates this MAP Policy.

Any delay or omission by Arlo in enforcing this MAP Policy will not operate as a waiver of any provision, right or remedy under this MAP Policy.

General Terms

This MAP Policy is not intended as, nor is it to be construed as, either an attempt by Arlo to set prices of the Channel Partner, or an agreement between Arlo and any Channel Partner with respect to prices. Each Channel Partner has the right to independently determine its own specific selling prices for Arlo products.

This MAP Policy will remain in effect indefinitely, provided that Arlo reserves the right at its sole discretion to modify, amend or cancel this policy at any time upon written notice to participating Authorized Resellers. The terms of this MAP Policy are confidential and should not be disclosed by Channel Partner to other parties.

This MAP Policy supersedes any and all prior policies established by Arlo on the same subjects.