### SONOS

#### Authorized Sonos Installer Appointment Letter

Sonos Products are designed to deliver excellent technical performance and stand out through their unique industrial design. They must therefore be properly presented, merchandised, installed and explained in order to effectively convey the key product qualities to potential customers. In view thereof Sonos is sold through a network of selected authorized resellers and installers that meet Sonos' quality and quantity standards. Provided that you meet these standards, this document appoints you as an Authorized Sonos Installer for the listed Sonos Products, subject to the terms and conditions set out below.

#### **General obligations**

The Installer shall, at all times during its appointment as an Authorized Sonos Installer:

- Offer, as its core business, a high-quality custom installer service, which meets best practice standards in the sector.
- Manage its business in a professional manner, including but not limited to, keeping a complete and accurate (financial) administration.
- Comply with all applicable laws and regulations.
- Act in a way that suits the high-quality image and good reputation of Sonos and the Sonos Products and refrain from any behavior that could jeopardize this image/reputation.
- Ensure that employees of the Installer have a thorough knowledge of the Sonos Products, their design, features and functionality.
- Participate, at its own expense, in any (product)training that Sonos, or a partner of Sonos, may ask Installer to attend from time to time.
- Comply with any information or reporting request that Sonos may have to verify Installers compliance with Sonos' standards and with its obligations as set out in this document.

#### **Authorized sales and purchases**

The Installer undertakes:

- To purchase and sell the Sonos Products for its own account and risk.
- To offer and sell Sonos Products as part of Installer's custom installation services at the end user's premises.
- To sell Sonos products to end users and not to parties that intend to resell the Sonos Products, unless Installer has obtained written confirmation from Sonos that such party is an authorized reseller within Sonos' selective distribution network.
- To purchase Sonos products from Sonos or from an authorized reseller within Sonos' selective distribution network only.

#### Marketing

The Installer:

- Undertakes to show and actively demonstrate the Sonos products to any customer who has
  expressed an interest in the product category, explaining all the features and functionality. Any
  office, store, showroom or other location that Installer intends to use for the presentation or
  demonstration of Sonos Products, is subject to written prior approval of Sonos and additional
  conditions.
- Will provide a copy of Sonos' End User Warranty and Licence Agreement ('EULA'), which is available at www.sonos.com, to each customer prior to concluding the sale. Sonos' liability is limited to the liability and warranty as set out in the EULA. Sonos may, at its choice, replace or repair defective products covered by the EULA, but is under no obligation to compensate Installer for any damages or costs.
- Will ensure that any marketing activity in relation to Sonos Products complies with Sonos' latest Marketing Guidelines, as communicated by Sonos from time to time. In view thereof, Installer shall inform Sonos of any planned marketing activity in advance.
- Submit any display or (digital) marketing material Installer intends to use in relation to the Sonos Products to Sonos for approval at least 4 weeks in advance of the intended launch date. Installer shall not use any such material without the prior written approval of Sonos.
- Will only include the Sonos Products on a website that complies with Sonos' Online Policy as communicated by Sonos from time to time.

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#### **General conditions**

- The installer shall treat confidential the content of this agreement, as well as any other non-public information about Sonos and its business and will continue to do so after its appointment is withdrawn.
- This agreement is subject to Dutch law and any conflict shall be submitted exclusively to the court in Amsterdam.
- If the size or complexity of Installers' business changes, Sonos may require Installer to sign a more extensive authorized reseller agreement
- Sonos reserves the right to withdraw the appointment of Installer as an Authorized Sonos Installer,
  i.e. to immediately terminate this agreement, at any time and for any reason or no reason at all,
  without any compensation of any kind being due to the Installer. In such event, the Installer shall
  stop presenting itself as an Authorized Sonos Installer and shall refrain from using any trademarks
  and copyright protected materials of Sonos.

I confirm that I have read and understand all the terms and conditions set out above, and I am authorized to accept this agreement on behalf of the company:

Name (block capitals):	Position:
Signature:	Date:
Installer: Trading/Company Name:	
Address (street, city, post code, country):	
E-mail:	Chamber of Commerce Number:
Telephone:	VAT Number:

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# Annex A Authorized Installer Appointment Products and RRP

Sonos Product	Sonos RRP
PLAY:5 White	£499.00
PLAY:5 Black	£499.00
MOVE	£399.00
SONOS ONE SL	£179.00
SONOS ONE SL	£179.00
ONE White	£199.00
ONE Black	£199.00
AMP	£599.00
CONNECT	£349.00
PORT	£399.00
PLAYBAR	£699.00
BASE	£699.00
BASE	£699.00
BEAM White	£399.00
BEAM Black	£399.00
SUB White	£699.00
SUB Black	£699.00
BOOST	£99.00
In-Ceiling	£599.00
In-Wall	£599.00
Outdoor	£799.00
WALLMOUNT	£39.00
PB Wall mount	£59.00
Move charging base	£79.99

Recommended Resale Prices (RRP) above are inclusive of VAT. The RRP is a recommendation only and not binding for Installer. The Products and RRP may be subject to change by Sonos.