

To Our Valued Customers,

As a market leader in Mobile Device Accessories and Technology, Prodigee' goal is to maintain strong margins for our high-quality resellers, dealers and distribution network.

Prodigee has an established *Minimum Advertised Price (MAP) Policy and Authorized Reseller Agreement* that all Authorized Resellers must follow for the advertising, marketing and sale of Prodigee products. These policies will allow our resellers to maintain high profit margins on the sale of all Prodigee products.

Prodigee places great value on the efforts of all resellers to represent our products and support their customers. Our new policies are intended to encourage competition for the sale of Prodigee products in a manner that is consistent with the long-term interests of our customers.

U.S. Minimum Advertising Price Policy - MAP

1. Introduction

We acknowledge that our broad network of dealers and authorized resellers (the "Resellers") have spent an enormous amount of time, energy and resources in order to provide a quality customer experience through great customer care, quality products and knowledgeable staff. In order to protect our quality Reseller efforts, Prodigee is establishing policies and procedures that will provide protection and support of our Resellers efforts. Prodigee is establishing minimum advertised pricing policies that will help Resellers earn the profit margins they deserve and to provide the high level of customer excellence consumers have come to expect from Prodigee resellers.

To protect the investment of our Authorized Resellers and the Prodigee brand reputation, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY ("MAP Policy").

We recognize that our success is tied to the success of our network of select authorized resellers. We also know that many of our resellers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our resellers' service and support efforts.

2. Policy Statement

Prodigee, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower than the Products' MAP. Prodigee MAP pricing is set at ten percent (10%) of the Products' MSRP.

3. General Guidelines

1. All Prodigee products are covered in this policy ("MAP Products").
2. MAP pricing is 10% below MSRP. Please refer to iamprodigee.com for reference.
3. Prodigee may in its sole discretion modify this list from time to time.
4. Prodigee believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

4. Advertising Guidelines

1. The MAP policy applies to all advertisements of MAP products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media.
2. The MAP policy does not apply to solely on-premises or in-store advertising that is not distributed to customers.
3. Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the retailer (rather than by the customer) and thereby constitute "advertising" under this MAP policy.
4. This MAP policy also applies to any activity which Prodigee determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy, such as solicitations for "group purchases" and the like.
5. It shall not be a violation of this MAP policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.
6. From time to time, Prodigee may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, Prodigee reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
7. From time to time, Prodigee may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP policy to advertise the availability of the manufacturer's rebate, provided that:
 - o i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
 - o ii. an asterisk is placed next to the net price after manufacturer's rebate;

- and
- iii. "after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

5. Policy Enforcement

1. If a Reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Prodigee will consider this to be a violation by the Reseller.
2. Prodigee reserves the right to cancel any pending orders, restrict future orders, or suspend Resellers' account if Prodigee reasonably believes:
 - i. a Reseller has violated the provisions of this policy; or
 - ii. a Reseller intends to violate this policy.
3. Prodigee MAP policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as determining appropriate sanctions.
4. Waivers to this MAP policy may be granted in Prodigee sole discretion by the MAP policy Administrator in writing. Prodigee Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP policy Administrator authorizes a waiver to the MAP policy, resellers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP policy.
5. Prodigee reviews the advertised prices of resellers, either directly or via the use of third-party agencies or tools. Resellers are expected to provide reasonable cooperation in any Prodigee investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Prodigee MAP policy investigation is a violation of this MAP policy.
6. The MAP policy will be enforced by Prodigee in its sole discretion and without notice. Resellers and distributors have no right to enforce the MAP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP policy should be directed in email to **support@iamprodigee.com**

Authorized Reseller Terms & Conditions

To protect and promote our brand and reputation for providing high-quality products, Prodigee has established these Authorized Reseller Terms & Conditions (the "Terms"), effective immediately, which apply to authorized retailers of Prodigee products (the "Products"). By purchasing from Prodigee for retail sale, you ("Retailer") agree to adhere to the following terms. Please read these Terms carefully.

1. **Manner of Sale.** Retailer shall sell the Products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in Prodigee immediate termination of Retailer's account, in addition to other remedies. Furthermore, Products sold to unauthorized persons or through unauthorized channels, including unauthorized websites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by law, coverage under Prodigee Product warranties and guarantees.
 - 1.1. Retailer shall not sell, ship or invoice Products to customers outside of the United States or to any third-party reseller Retailer knows or has reason to know intends to ship the Products outside of the United States without the prior written consent of Prodigee.
 - 1.2. Retailer is prohibited to market for sale or sell the Products through websites owned or operated by Retailer below the Products' MAP. Retailer shall not sell the Products on or through any other website, including any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, Sears Marketplace, drop-ship accounts, classified sites, direct message forums, or through social media accounts like Facebook, Twitter, Instagram, etc). Prodigee, in its sole discretion, may revoke Retailer's authorization to sell the Products, at any time, if Retailer sells any Products below MAP. Retailer shall cease marketing for sale and/or selling the Products on such websites immediately upon notice of such revocation.
 - 1.3. Retailer shall ensure protection of all PII (personal individual information) obtained through purchases of Prodigee products and maintain a publicly accessible privacy policy on their website.
 - 1.4. Retailer shall comply with any and all applicable laws, rules, regulations and policies related to the advertising, sale and marketing of the Products.
 - 1.5. **Alterations & Bundling Prohibited.** Retailer shall sell Products in their original packaging, with all seals intact. Retailer shall not sell or label the Products as "used", "open box" or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Retailer shall not tamper with, deface, or otherwise alter any UPC code, lot or batch code, or other identifying information on Products or packing. Retailer shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the

Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer shall not advertise, market, display, or demonstrate non-Prodigee products together with the Products in a manner that would create the impression that the non-Name of Company products are made by, endorsed by, or associated with Name of Company.

2. **Intellectual Property.** Prodigee owns all proprietary rights in and to the Prodigee brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. Prodigee reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the IP at any time, without limitation.
3. **Termination.** If Retailer violates any of the Terms, Prodigee reserves the right to terminate the Terms immediately in addition to all other available remedies. Upon termination, Retailer will immediately lose its status as an Authorized Reseller and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Reseller or has any affiliation with Name of Company; and (iii) using any IP.
4. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that Prodigee will have no adequate remedy in money or other damages at law. Accordingly, Prodigee shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Prodigee to exercise any right(s) herein shall constitute a waiver of any provision herein.
5. **MAP Policy.** Prodigee has a Minimum Advertised Price Policy ("MAP Policy") of **ten percent (10%) of the Products' MSRP** that applies to all authorized retailers. This Section is intended to inform you of the MAP Policy. Prodigee does not seek, nor will it accept, from Retailer any assurance of compliance with the MAP Policy. Prodigee, in its sole discretion, reserves the right to discontinue doing business with any "Retailer" that advertises any product(s) below Prodigee (MAP), Minimum Advertised Price as provided Prodigee.
6. **Miscellaneous.** Prodigee reserves the right to update, amend, or modify the Terms upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the IP, or use of any other information or materials provided by Prodigee to Retailer under the Terms following notice will be deemed Retailer's acceptance of the amendments. No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent

breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, Retailer expressly submits to personal jurisdiction and venue in the federal or state courts in San Diego County, CA. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid. The following provisions shall survive the termination of the Terms: **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**