



RESELLER POLICY

Urban Armor Gear (UAG) is dedicated to providing our customers with innovative high quality products, and superior sales and marketing support. In order to continue to uphold these values, UAG has established a Reseller Policy (the Policy) to exercise a greater degree of control over the distribution of UAG products while achieving the following objectives:

- Establish a Minimum Advertised Price (MAP) policy to maintain proper positioning of UAG products in the marketplace.
- Define guidelines for use of UAG trademarked and copyrighted material.
- Ensure our reseller relationships are consistent and value based across our supply chain.

UAG feels this Policy will protect UAG's brand image, goodwill, and establish a sustainable platform for profitable growth for all authorized retailers, resellers and distributors across our supply chain. It is important to UAG that our retailers, resellers and distributors experience sufficient profits from the sale of UAG products (hereinafter Products) thereby allowing them to provide important value added services throughout the supply chain including adequate product inventory, encouragement for the stocking of new products, and customer services and support. This Policy has been unilaterally adopted by UAG and will be enforced strictly and uniformly. Therefore, all sales of UAG products will be subject to this Policy regardless of the mode of sale including internet, traditional retail, and exhibitions or shows. UAG may change or cancel this Policy at any time.

Terms and Conditions

The following terms and conditions of this Policy apply to all sales of Products by retailers, resellers and distributors.

A. **Online Sales:** UAG prohibits the sale of Products by retailers, resellers and distributors online (Amazon, Ebay, etc.) without the prior written consent of UAG.

B. **MAP Policy:** Urban Armor Gear has established a MAP for all Products. This MAP Policy applies to any and all advertisements in all media including, but not limited to, inserts, newspapers, magazines, catalogues, public signage, billboards, and any other print media, television, radio, email, internet websites or other commerce, flyers, posters, coupons, brochures, and any use of hypertext transfer protocol or internet links to a web based shopping cart and any other electronic media. Additionally:

- 1) Any price information relating to UAG Products in an Internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http) is considered to be advertising for purposes of this MAP Policy. Electronic mail sent in a direct response to a customer inquiry is not considered to be advertising.
- 2) All advertisements of Products must include the UAG name or logo, model number or description of the product and a price at or above the MAP.
- 3) At no time may a retailer, reseller or distributor make any statements or other indications website in connection with any Product that indicates that a lower price may be found online checkout stage, including, but not limited to, the following examples:
 - a. "Click here for lower price"
 - b. "See price in cart"
 - c. "Log in for price"
 - d. "Add to cart for lower price"
 - e. "Check cart for lower price"
 - f. "Mouse over for price"
 - g. "Email for a better price"
- 4) Products may not be advertised to include any discount codes or rebates except for UAG authorized promotions.

- 5) Bundling of multiple UAG Products or bundling of UAG Products and products from other manufacturers will be subject to the terms of this MAP policy. The total price to the customer may not be less than the MAP of the individual UAG Products. Furthermore, it must be clear to the customer that the UAG product is being sold at or above the MAP and the bundled item is either discounted or free.
- 6) This MAP Policy applies to UAG retailers, resellers and distributors globally.

C. **Monitoring and Reporting:** UAG may engage in monitoring of advertised prices of Product sales on the internet, either directly or via the use of third parties. Third parties retained by UAG may engage in the monitoring of Product sales by retailers, resellers and distributors to verify that the terms of this Policy are being enforced.

D. **Ownership/Control of Website:** Any website on which Products are advertised for sale must be owned or directly controlled by the retailer, reseller or distributor. A retailer, reseller or distributor may not advertise on the internet by purchasing space on any other web page such as a search engine or commercial website and any arrangement whereby a third party will conduct the internet sales for a retailer, reseller or distributor are prohibited without the prior written consent of UAG, which shall be granted or denied at the sole discretion of UAG.

E. **Auction Sales:** No Products, including manufacturer close-outs (i.e., discounted styles, opportunity buys) and those with factory defects (i.e., blemishes, factory seconds), may be offered for sale via an auction process by a retailer, reseller or distributor on any internet site including, but not limited to, eBay, Yahoo, and Amazon.

- F. **Intellectual Property:** While operating under these Terms and Conditions, UAG grants a revocable, non-exclusive, royalty free license to use those trademarks, trade names, logos, other similar designations and artwork used by the retailer, reseller or distributor for Products solely in connection with advertisement, promotion, distribution and sale of Products. A retailer, reseller or distributor may not use any UAG name(s), trademarks, logo(s), or product name(s), in a way that is not in accordance with this Policy or violates UAG's use policy. This included product images, brand logos, and other general copyrighted materials. Furthermore, UAG intellectual property may not be utilized in a way to suggest an unauthorized endorsement from UAG for a product or service not manufactured or offered by UAG. Additionally, UAG names, trademarks or product names may not be used in the retailer, reseller or distributor's URL address or domain name.
- G. **Website Content:** A retailer, reseller or distributor's website may not give to any users the impression or any reason to believe that they have reached UAG's website or a site that is endorsed or sponsored by UAG. A retailer, reseller or distributor's website must state clearly and conspicuously that it is owned and operated by an independent entity. A retailer, reseller or distributor's website must accurately display any applicable trademarks owned by UAG. Retailers, resellers or distributors are responsible to make all changes to reflect the latest use of UAG names, logos and trademarks. Framing of any part of UAG's website is strictly prohibited and a retailer, reseller and distributor's website must present a look and feel distinctly unique from that of UAG's website.
- H. **Reservation of Rights:** UAG reserves the right to at any time restrict certain products from being sold on the internet at UAG's sole discretion or to prohibit the advertising and marketing of any or all of its products on the internet.

I. **Penalties:** It is UAG's unilateral policy that if a retailer, reseller or distributor violates the terms and conditions in this Policy, the following penalties will be strictly enforced.

- 1) First Violation: UAG will issue a warning to the retailer, reseller or distributor, and UAG may, at its own discretion and without liability under any existing contracts or agreements, cease supplying the retailer, reseller or distributor with Products for a period not less than ninety (90) days.
- 2) Second Violation: UAG may, at its own discretion and without liability under any existing contracts or agreements, initiate the process to terminate the retailer, reseller or distributor's authorization to sell Products.

I hereby agree that I have read the Urban Armor Gear Reseller Policy and agree to abide by all requirements outlined in said agreement;

Company: _____

All DBA's: _____

Company Address: _____

Rep/Associate Name: _____

Title: _____

Signature: _____

Date: _____

Phone #: _____

Email: _____

Number of locations: _____

Carrier/Channel: _____

Websites: _____

Distributor: _____