



A Division of Newo Corporation

Preferred Partners Program Agreement (Latin America)

Revised: 11-06-2013

Amped Wireless actively supports the advertising and promotion of its products by its valued channel partners and resellers. This Preferred Partners Program Agreement for Latin America Resellers (Agreement) is effective as of the date of signature and applies only to all Preferred Partners Program members (reseller). The purpose of this Agreement is to preserve our strong reputation for providing customers with high value products and valued after sales support. We greatly appreciate the efforts of all resellers and channel partners to abide by the guidelines stated in this Agreement. Due to the sales rewards incentives and lower prices provided by the Preferred Partners Program for Amped Wireless products, this Agreement includes a Minimum Advertised Price (MAP) Policy to be adhered by all Preferred Partners Program members.

1. DEFINITIONS

1.1 "Covered Advertising" is any activity that pictures or otherwise describes a Covered Product. Covered Advertising includes, but is not limited to the following:

- a) Print advertising such as newspapers, magazines, and print inserts. Broadcast advertising such as radio and TV. Direct advertising such as catalogs, flyers, newsletters, direct mail pieces, and broadcast faxes, whether mailed, hand delivered, or shipped in-box with product.
- b) Electronic mail (e-mail) advertising. Any web pages that link from the e-mail are considered part of the e-mail advertisement.
- c) Internet advertising such as banner, pop-up, and pop-under ads.
- d) Any web site accessible to the public including traditional retailers, club membership sites, online retailers, vendors, portals, shopping sites, auction sites, etc. Any "level" of a web site above the "shopping cart" is considered an advertisement.

"Covered Advertising" does not include the following:

- a) Direct mail, e-mail, or web sites that support employee or academic purchase programs – or other limited access programs such as "Friends & Family" or "Customer Loyalty" – are not covered by this Policy provided that access to the promotions and pricing is restricted by a customer unique identification such as a username/password and is not accessible to the general public.
- b) Prices negotiated between the reseller and a unique customer.
- c) Televised specials that do not last more than 24 hours and are advertised only on the promotion date.
- d) Loyalty or award programs when the award is based on "points" and not equated to a specific dollar denominated benefit or credit.

1.2 “Covered Products” means all products on the Amped Wireless MAP Product Price List. Covered Products are subject to this Policy. The Amped Wireless MAP Product Price List is available upon request.

1.3 “MAP” means the Minimum Advertised Price as shown in Exhibit A. This represents the lowest price that any reseller may advertise while selling Amped Wireless branded products.

1.4 “Program” means any Amped Wireless promotion program communicated by an authorized representative of Amped Wireless which covers specific products for a defined program period with specific benefits and participation requirements.

1.5 “Promotional Funds” means funds, sales incentives, rewards for which a reseller may be eligible in accordance with the benefits of the Preferred Partners Program.

2. RECITALS

2.1 This Agreement states that all applicable participants to the Amped Wireless Preferred Partners Program for Latin America Resellers may not advertise Amped Wireless products at a price lower than the designated MAP price.

2.2 Price advertisements pertaining to and enforced by this Agreement include all Covered Advertising.

2.3 This Export Policy states that the reseller may NOT resell Amped Wireless products in any other country outside of Latin America. More specifically, the reseller may NOT resell, advertise or promote Amped Wireless product within the United States or Canada.

3. APPLICABILITY

3.1 This Agreement applies to all Amped Wireless Preferred Partners Program for Latin America Resellers members.

3.2 MAP prices are listed in U.S. Dollars. All international prices are applicable to this MAP policy per the current conversion rates from the foreign currency to US Dollars.

4. AUTHORITY

Amped Wireless alone is responsible for enforcing this Policy and will do so unilaterally. Amped Wireless’ designated managers (see below) are the only person authorized by Amped Wireless to communicate MAP updates, changes, or decisions. No other Amped Wireless representative or agent is authorized to confirm compliance with, discuss, or amend this Policy. Amped Wireless will not communicate with any reseller regarding another reseller’s advertising practices. Please note that Amped Wireless does not entertain complaints from its resellers regarding another reseller’s pricing practices. Amped Wireless has the right to change prices, change policy, and add or delete Covered Products at any time.

5. MAP (MINIMUM ADVERTISED PRICE) POLICY

The MAP (Minimum Advertised Price) Policy Product Price List are listed in Exhibit A of this agreement. Amped Wireless reserves the right to change the MAP Policy Product Price List at any time. Amped Wireless will make attempts to notify resellers of MAP Policy changes within 24 hours of any changes being made. The MAP Policy dictates the minimum price that any reseller may advertise when selling Amped Wireless branded products. Any advertised price for Amped Wireless branded product that is listed below the MAP Policy Product Price List will be considered a violation. An advertised price includes, but is not limited to, prices listed on reseller websites, advertised on third party websites and

publications for the reseller, or any “in-cart” pricing. See the definitions for Covered Advertising for more details.

6. RESULTS OF MAP VIOLATIONS

Intentional or repeated failure to abide by this policy will result in the termination of membership to the Preferred Partners Program for Latin America Resellers and all benefits associated to the program, including all discounts and margin enhancements. Amped Wireless may withhold any amount up to the value of the Promotional Funds that otherwise would be available in connection with advertising that violates this Policy. If the reseller has already received Promotional Funds from Amped Wireless in connection with advertising that violates this Policy. Approximate measures may be used when exact data is not available. Amped Wireless will not provide prior notice or issue warnings before taking any action under this policy. Amped Wireless reserves the right to remove any reseller from the Amped Wireless Preferred Partners Program for Latin America Resellers at any time.

7. DISCOUNTS & MARGIN ENHANCEMENTS

- a) A 10% discount / margin enhancement (Silver) will be provided for all approved and registered Amped Wireless Preferred Partners. Margin enhancements will be provided through discounts for Amped Wireless products sold through specific distributors.
- b) The 15% (Gold) and 20% (Platinum) discounts / margin enhancements will be provided for all approved and registered Amped Wireless Preferred Partners that have successfully reached the predetermined quarterly sales quota. To qualify for the 15% (Gold) discount / margin enhancement approved and registered Amped Wireless Preferred Partners must purchase over \$1,000 (Quarterly Quota) of Amped Wireless products through one of the registered distributors. To qualify for the 20% (Platinum) discount / margin enhancement approved and registered Amped Wireless Preferred Partners must purchase over \$5,000 of Amped Wireless products through one of the registered distributors. Preferred Partners purchase will be audited on a quarterly basis with the following date intervals:

Quarter 1: January 1, 2014 to March 31, 2014

Quarter 2: April 1, 2014 to June 30, 2014

Quarter 3: July 1, 2014 to September 30, 2014

Quarter 4: October 1, 2014 to December 31, 2014

Registered Preferred Partners that meet and/or exceed the Quarterly Quota for the previous quarter receive the updated discount / margin enhancements for the following quarter. For example, a Preferred Partner that purchases \$1,000 of Amped Wireless products from 1/1/2014-3/31/2014 will receive a 15% margin enhancement for the following quarter: 4/1/2014-6/30/2014.

Each quarter is reviewed independently. Preferred Partners that fail to meet the Quarterly Quota for the following quarter will be dropped to their qualifying status with the respective discount / margin enhancement.

Preferred Partner purchases are calculated from net sales reports provided by Amped Wireless distributors (POS reports).

8. ADDITIONAL TERMS

- a) Amped Wireless' Agreement and MAP policy does not establish a maximum advertised price. All dealers and sales representatives may offer Amped Wireless products in excess of the MAP.
- b) Internet Auctions (such as EBAY) may not have reserved bid or other acceptable prices below the MAP price.
- c) Dealer agrees to hold all trademarks of Amped Wireless as the property of Newo Corporation.

- d) If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- e) Amped Wireless' MAP policy does not in any way limit the ability of any reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

9. LOCAL TAXES, REGULATIONS AND RULES

It is the sole responsibility of the reseller to recognize and abide by the regulations and rules of their local markets. Local markets include any country, market or region where the reseller sells Amped Wireless product. Amped Wireless is in no way responsible for international taxes, penalties and fines as a result of international regulations and rules. This includes, but is not limited to, international regulations on the use of high power Wi-Fi devices. Amped Wireless will not be held liable for any expenses relating to and as a result of the sale of Amped Wireless products in international markets.

10. INDEMNIFICATION

Reseller hereby agrees to indemnify, defend, save, and hold harmless the Amped Wireless, its shareholders, officers, directors, and other agents (other than the reseller) from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise out of or are related to the reseller's sale of Amped Wireless products and this agreement, including activities that result while engaging in any activity outside the scope of this Agreement, before, during or after the termination of this Agreement. Reseller understands that this obligation of indemnification survives the expiration or termination of this Agreement. The reseller hereby agrees to indemnify, defend, save, and hold harmless Amped Wireless, its shareholders, officers, directors, and other agents (other than the reseller) from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise from any government or safety regulations and standards.

11. USE OF TRADEMARKS

The reseller recognizes Amped Wireless' right, title, and interest in and to all service marks, trademarks, and trade names used by the Amped Wireless and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Amped Wireless' right, title, and interest therein, nor shall the reseller cause diminishment of value of said trademarks or trade names through any act or representation. The reseller shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, whether by expiration or otherwise, the reseller shall cease to use all Amped Wireless trademarks, marks, and trade names. The reseller shall not obtain any website domain's containing Amped Wireless' name or reference to Amped Wireless' name without the prior written consent from Amped Wireless.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the reseller agrees to reimburse Amped Wireless reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which Amped Wireless may be entitled.

13. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall survive and remain in full force and effect.

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unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. ENTIRE AGREEMENT

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

15. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above by their respective duly authorized representatives.

Amped Wireless

_____ **(Reseller)**

By: _____

By: _____

Title: Channel Marketing Manager

Title: _____

Name: Sharon Yi

Name: _____

Phone: 909-217-3229 x 151

Phone: _____

Fax: 909-580-9897

Fax: _____

Email: partnersla@ampedwireless.com

Email: _____

EXHIBIT A

MAP POLICY PRODUCT PRICE LIST

Updated: 11/06/2013

MSRP represents suggested retail price, MAP Price represents the lowest, permissible advertised price allowed by this agreement.
All MAP Prices are in US dollars.

Model	Product Description	MAP Price
R10000-LA	High Power Wireless-N 600mW Amplified Router	\$89.99
R20000G-LA	High Power Wireless-N 600mW Dual Band Router	\$129.99
REC10-LA	High Power 600mW Compact Wi-Fi Range Extender	\$69.99
SR10000-LA	High Power Wireless-N 600mW Range Extender	\$99.99
SR20000G-LA	High Power Wireless-N 600mW Dual Band Range Extender	\$139.99