



A Division of Newo Corporation

Preferred Partners Program Agreement (North America)

Revised: 2-5-2015

Amped Wireless actively supports the advertising and promotion of its products by its valued channel partners and resellers. This Preferred Partners Program Agreement (Agreement) is effective as of the date of signature and applies only to all Preferred Partners Program members. 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 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.

3. APPLICABILITY

- 2.1 This Agreement applies to all Amped Wireless Preferred Partners Program members.

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 and all benefits associated to the program. 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 at any time.

7. DISCOUNTS & MARGIN ENHANCEMENTS

- a) Newly registered and approved Amped Wireless Preferred Partners will begin at the 'Preferred Status' with an entry discount of 0%. Account enhancements include demo purchase program, all inclusive account service and representation, marketing/training materials, and government/educational incentives.
- b) Silver Preferred Partners will receive a 10% discount/margin enhancement that will be based off products sold through qualified distributors. Accounts must meet a minimum quarterly quota of \$1,001. Enhancements include all of those offered to Preferred Status partners.
- c) Gold (15%) and Platinum (20%) 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 \$3,001 (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 \$7,001 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, 2015 to March 31, 2015

Quarter 2: April 1, 2015 to June 30, 2015

Quarter 3: July 1, 2015 to September 30, 2015

Quarter 4: October 1, 2015 to December 31, 2015

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 \$1,001 of Amped Wireless products from 1/1/2015 - 3/31/2015 will receive a 10% margin enhancement for the following quarter: 4/1/2015 - 6/30/2015.

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).

9. 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.
- f) Amped Wireless reserves the right to make changes to the terms of the Amped Wireless Preferred Partners Program and the Amped Wireless Preferred Partners Program Agreement at any time without notice.

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: National Channel Marketing Manager

Title: _____

Name: Robert Cartwright

Name: _____

Phone: 888-573-8830 x 126

Phone: _____

Fax: 909-580-9897

Fax: _____

Email: partners@ampedwireless.com

Email: _____

MAP POLICY PRODUCT PRICE LIST

Updated: 2/5/2015

MSRP represents suggested retail price, MAP Price represents the lowest, permissible advertised price allowed by this agreement.

Model	Status	Description	MAP Price	MSRP
Range Extenders				
SR150	No Change	High Power Wireless-150N Range Extender	\$59.99	\$69.99
SR300	No Change	High Power Wireless-N Range Extender	\$79.99	\$99.99
REC10	No Change	High Power 600mW Compact Wi-Fi Range Extender	\$69.99	\$79.99
SR10000	No Change	High Power Wireless-N 600mW Range Extender	\$99.99	\$119.99
SR20000G	No Change	High Power Wireless-N 600mW Dual Band Range Extender	\$129.99	\$169.99
REC15A	No Change	High Power Compact AC Wi-Fi Range Extender	\$99.99	\$109.99
REA20	No Change	High Power 700mW Dual Band AC Wi-Fi Range Extender	\$179.99	\$209.99
TAP-EX	New Item	High Power Touch Screen Wi-Fi Range Extender	\$119.99	\$129.99
REC22A	New Item	High Power Plug-In AC1200 Wi-Fi Range Extender	\$139.99	\$149.99
REC33A	New Item	High Power Plug-In AC1750 Wi-Fi Range Extender	\$159.99	\$169.99
Routers				
R10000	No Change	High Power Wireless-N 600mW Amplified Router	\$89.99	\$99.99
R10000G	No Change	High Power Wireless-N 600mW Gigabit Router	\$99.99	\$109.99
R20000G	No Change	High Power Wireless-N 600mW Dual Band Router	\$129.99	\$139.99
RTA15	No Change	High Power 700mW Dual Band AC Wi-Fi Router	\$179.99	\$199.99
RTA1200	New Item	High Power 800mW AC1200 Wi-Fi Router	\$159.99	\$169.99
RTA1750	New Item	High Power Touch Screen AC750 Wi-Fi Router	\$179.99	\$189.99
TAP-R2	New Item	High Power Touch Screen AC750 Wi-Fi Router	\$159.99	\$169.99
Access Points				
AP300	No Change	High Power Wireless-300N Smart Access Point	\$79.99	\$99.99
AP20000G	No Change	High Power Wireless-N 600mW Dual Band Access Point	\$129.99	\$169.99
APA20	No Change	High Power 700mW Dual Band AC Wi-Fi Access Point	\$179.99	\$199.99
Adapters				
UA150C	No Change	High Power Wireless-150N Compact USB Adapter	\$39.99	\$49.99
UA600	No Change	High Power Wireless-300N 600mW USB Adapter	\$49.99	\$59.99
UA1000	No Change	High Power Wireless-N 500mW Directional USB Adapter	No MAP	\$79.99
UA2000	No Change	High Power Wireless-N Dual Band Directional USB Adapter	No MAP	\$99.99
TAN1	No Change	High Power Wi-Fi Adapter for Windows 8	No MAP	\$59.99
ACA1	No Change	High Power 500mW Dual Band AC Wi-Fi USB Adapter	\$79.99	\$99.99
PCI20E	No Change	High Power AC1200 Wi-Fi PCI-E Adapter	\$79.99	\$89.99
UA230A	New Item	High Power 802.11ac Wi-Fi USB Adapter	\$49.99	\$59.99
Antennas & Boosters				
WA12	No Change	High Power 12dBi Wi-Fi Antenna	\$34.99	\$39.99
SB1000	No Change	High Power 1000mW Wi-Fi Signal Booster	\$79.99	\$89.99

APC10	No Change	Premium 10ft Antenna Extension Cable	\$24.99	\$29.99
Outdoor Antennas & Accessories				
A8EX	No Change	High Power Outdoor 8dBi Omni-Directional Wi-Fi Antenna Kit	\$79.99	\$89.99
AD14EX	No Change	High Power Outdoor 14dBi Directional Wi-Fi Antenna Kit	\$89.99	\$99.99
APC25EX	No Change	Premium 25ft Outdoor Antenna Extension Cable	\$34.99	\$39.99
Professional Series				
AP600EX	No Change	High Power Wireless-N 600mW Pro Access Point	\$149.99	\$179.99
SR600EX	No Change	High Power Wireless-N 600mW Pro Smart Repeater	\$149.99	\$179.99
UA600EX	No Change	High Power Wireless-N 600mW Pro USB Adapter	\$99.99	\$109.99
APR175P	New Item	ProSeries High Power AC1750 Wi-Fi Access Point / Router	\$299.99	\$309.99
REB175P	New Item	ProSeries High Power AC1750 Wi-Fi Range Extender / Bridge	\$299.99	\$309.99
AV Series				
AV3000	No Change	A/V Net Connect: Home Wi-Fi Network Bridge	No MAP	\$109.99
Powerline				
PLA2	No Change	Powerline Nano AV500 Network Adapter Kit	\$99.99	\$109.99
Bluetooth Audio				
BTSA1	No Change	Long Range Bluetooth Speaker Adapter	\$69.99	\$79.99