



## Preferred Partners Program Agreement

Revised: 08-31-2011

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 to 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 on the Amped Wireless MAP Product Price List.
- 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**

- 3.1 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. 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.

**6. 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.

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**

By: \_\_\_\_\_

Title: VP of Sales

Name: John Lane

Phone: \_\_\_\_\_ 909-217-3229

Fax: \_\_\_\_\_ 909-580-9897

Email: \_\_\_\_\_ partners@ampedwireless.com

\_\_\_\_\_ **(Reseller)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_