



## **MINIMUM ADVERTISED PRICE POLICY & GUIDELINES FOR USING WEBBOOST TRADEMARKS IN ADVERTISING**

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## **WEBOOST MINIMUM ADVERTISED PRICE POLICY**

Wilson Electronics, LLC (“weBoost”) has unilaterally adopted this Minimum Advertised Price Policy (“Policy”) effective January 1, 2015. weBoost’s goal in adopting this Policy is to protect the premium image of weBoost products, to maintain satisfactory levels of customer service and support and to maintain the reputation and integrity of the weBoost brand. This Policy is subject to change, suspension, or discontinuation, in whole or in part, at any time by weBoost, in its sole discretion. weBoost, in its sole discretion, will not do business with any reseller who intentionally violates this Policy.

### **MAP Policy**

This Policy applies to all products listed on table 1.1. Products manufactured by weBoost (the “Products”) apart from discontinued, close-out, or distressed merchandise. weBoost may, from time to time, announce special promotional periods during which this Policy will not apply with respect to all or some Products. See the list of MAP protected products below.

This Policy applies to all resellers of weBoost products. Each reseller remains free to establish its own resale prices, but must not (a) advertise Products at a net price that is less than the Minimum Advertised Price established by weBoost, as defined below (“MAP”), or (b) sell Products to any other person or entity which advertises Products at a net price less than the MAP established by weBoost.

- MAP: The Minimum Advertised Price (MAP) for the Products shall be the weBoost Published MSRP Price.

Advertising a Product at a net price below the MAP violates this Policy. For purposes of this Policy, “net price” shall mean the published or advertised price at which the reseller makes the Product available to its customers, taking into account all discounts, deductions, rebates, allowances, credits, charges, trade-ins, the separate price of products bundled with the Products by the reseller, coupons, premiums, promotions, free goods and services and gifts offered with the Product.

### **Policy Violations**

weBoost will monitor compliance with this Policy. In the event a reseller chooses not to follow this Policy and weBoost determines to its reasonable satisfaction that the reseller has engaged in Advertising of any Products at a net price less than the MAP price, or if it determines that Product(s) are sold by a reseller to any other person or entity which engages in Advertising of any Products at a net price less than the MAP, weBoost has the exclusive right to determine what steps to take and may, in its sole discretion and without any liability under any existing contracts or agreements, may suspend the supply of any Products for which the reseller’s advertisement does not comply with this Policy to the reseller or to any distributor that sells such Products to the reseller. In the event of a subsequent violation of this Policy by the reseller, weBoost may suspend the supply of all Products to the reseller or to any distributor that sells Products to the reseller.

The level of sanctions will be determined by weBoost in its sole discretion and may include indefinite termination of the business relationship with the violator. weBoost will hold resellers responsible for their customers’ compliance with this Policy; consequently, resellers should ensure that their customers who resell Products are provided a copy of this Policy. weBoost need not provide prior notice or issue warnings before taking any action under this Policy.

### **Enforcement**

weBoost will act on this Policy when deemed necessary and when legal. This Policy will be uniformly enforced. In enforcing this Policy, weBoost will always act unilaterally, and will neither solicit, consider nor agree to any recommendation, request or demand of any other person. All matters of interpretation and application of the terms of this Policy and all matters concerning enforcement of this Policy shall remain within the sole and unilateral authority and discretion of weBoost.

### **No Agreement**

This Policy does not constitute an agreement between weBoost and any reseller. Compliance with this Policy does not evidence any kind of agreement between the reseller and weBoost.

### **Contact Information**

The Director of Sales is the Administrator for this Policy and is solely responsible for responding to questions and communicating decisions about the Policy. Questions about this Policy are to be directed only to the Administrator at [mappolicy@wilsonelectronics.com](mailto:mappolicy@wilsonelectronics.com). No other weBoost employee or sales representative is authorized to have any communications regarding this Policy. No weBoost employee or sales representative has the authority to modify or grant exceptions to this Policy, to negotiate this Policy or any agreement with respect to it with any reseller.

**THIS POLICY ADDRESSES ONLY THE ADVERTISEMENT OF PRICES. IT DOES NOT REGULATE SELLING PRICES. RESELLERS ARE FREE TO INDEPENDENTLY AND UNILATERALLY ESTABLISH RESALE PRICES OF WEBOOST PRODUCTS. WEBOOST AND ITS EMPLOYEES HAVE NO AUTHORITY TO DEFINE WHAT RESALE PRICES MUST BE OR TO OTHERWISE INTERFERE WITH THE ESTABLISHMENT OF RESALE PRICES.**

For purposes of this Policy, “advertising” means advertising or otherwise promoting the Products in all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Website features such as “Click for price,” pre-formatted e-mail responses, 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 reseller (rather than by its customer) and constitute “advertising” under this Policy. Actual prices charged to customers may be provided by telephone, email response and product purchase confirmation web pages or communications, and such communications shall not be considered “advertising” under this Policy.

This Policy also applies to any activity which weBoost determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

This Policy is unilateral, non-negotiable and will not be altered for any reseller. weBoost neither seeks, nor will accept, any assurance of compliance or agreement from a reseller regarding this Policy. weBoost will not discuss any conditions of acceptance related to this Policy.

## WEBOOST MAP PROTECTED PRODUCTS

**Table 1.1**

Mobile Boosters					
Part #		Description	U.S. MAP	CDN MAP	CDN MSRP
470106	470106F	Drive 3G-S	\$99.99	\$139.99	\$169.99
470135	470135F	Drive Sleek	\$199.99	\$299.99	\$299.99
470113	470113F	Drive 3G-Flex	\$179.99	\$249.99	\$299.99
470102	470102F	Drive 3G-M	\$299.99	\$429.99	\$469.99
470108	470108F	Drive 4G-M	\$379.99	\$549.99	\$549.99
470121	470121F	Drive 4G-M	\$379.99	\$549.99	\$549.99
470111	470111F	Drive 3G-X	\$399.99	\$549.99	\$604.99
470510	470510F	Drive 4G-X	\$479.99	\$649.99	\$649.99
471203	471203F	Connect RV 65	\$649.99	\$899.99	\$899.99
470210	470210F	Drive 4G-X OTR	\$499.99	\$749.99	\$749.99
470235	470235F	Drive Sleek OTR	\$279.99	\$399.99	\$399.99
470410	470410F	Drive 4G-X RV	\$499.99	\$699.99	\$699.99
Indoor Boosters					
Part #		Description	U.S. MAP	CDN MAP	CDN MSRP
473105	473105F	Home 3G	\$169.99	\$299.99	\$439.99
470101	470101F	Home 4G	\$399.99	\$599.99	\$599.99
474120	474120F	eqo 4G	\$249.99	N/A	N/A
472105	472105F	Connect 3G (Omni)	\$399.99	\$569.99	\$659.99
472205	472205F	Connect 3G (Directional)	\$399.99	\$569.99	\$659.99
470103	470103F	Connect 4G	\$549.99	\$799.99	\$799.99
470105	470105F	Connect 3G-X	\$649.99	\$899.99	\$989.99
471104	471104F	Connect 4G-X	\$899.99	\$1,299.99	\$1,299.99
M2M Boosters					
Part #		Description	U.S. MAP	CDN MAP	CDN MSRP
460109	460109F	Signal 3G (12" mag)	\$159.99	\$229.99	\$229.99
460209	460209F	Signal 3G (mini mag)	\$159.99	\$219.99	\$219.99
460309	460309F	Signal 3G (mini mag DC)	\$159.99	\$219.99	\$219.99
460119	460119F	Signal 4G (AC)	\$249.99	\$329.99	\$329.99
460219	460219F	Signal 4G (DC)	\$249.99	\$329.99	\$329.99

### **MAP Policy FAQ's**

**Q:** What products are covered by weBoost's MAP Policy?

**A:** All weBoost models listed in table 1.1 are covered by the MAP policy.

**Q:** What advertising is included?

**A:** The focus of the MAP policy is on Internet advertising, including websites, shopping sites, banner ads, broadcast emails and other means of advertising related to the Internet.

**Q:** Are there exceptions?

**A:** There are no exceptions to the MAP policy for advertising related to the Internet.

**Q:** How will the MAP policy affect me as a dealer?

**A:** The MAP policy will benefit the weBoost brand and the vast majority of dealers who provide customer service, product support and build long-term relations with customers.

**Q:** What if I do not meet the requirements of the MAP policy?

**A:** weBoost will unilaterally take action to correct the situation. Actions can include indefinite lack of direct access to weBoost products, indefinite lack of distribution access to weBoost products and indefinite termination of dealership or distribution.

**Q:** How can a manufacturer control Minimum Advertised Price?

**A:** As a manufacturer, weBoost is setting limits on advertising to reflect the high product standards we have established with our distributors, dealers and customers.

**Q:** Can weBoost discuss this Policy with me?

**A:** weBoost sales representatives are NOT permitted to discuss this Policy or make any agreements or assurances with respect to our Policy regarding reseller advertising or pricing. This also includes any consumer program or promotion that affects the MAP Products.

**Q:** Can I sell weBoost on 3rd Party marketplaces or auction sites such as Wal-Mart, Amazon, Best Buy, Sears, eBay, QuiBids, Buy.com, New Egg, Jet, Rakuten, etc.?

**A: NO. The use of weBoost logos or trademarks on any 3rd party platform, affiliate site, marketplace or online auction (i.e. Wal-Mart, Amazon, Best Buy, Sears, eBay, QuiBids, Buy.com, New Egg, Jet, Rakuten, etc.) is strictly prohibited without the prior express written consent of weBoost's Vice President of Sales.** Receiving notice of authorization to sell weBoost as an official authorized reseller does **NOT** constitute and is not to be confused with written permission to sell on third party marketplaces.

**Q:** Where do I get more information?

**A:** For additional information, please send an inquiry to [mappolicy@wilsonelectronics.com](mailto:mappolicy@wilsonelectronics.com)

**Q:** How do I become a reseller?

**A:** Contact us at [reseller@wilsonelectronics.com](mailto:reseller@wilsonelectronics.com)

## GUIDELINES FOR USING WEBBOOST TRADEMARKS

weBoost authorized resellers (Resellers) are NOT permitted to discuss this Policy or make any agreements or assurances with respect to weBoost (weBoost) Policy regarding reseller advertising or pricing. This also includes any consumer program or promotion that affects the below-listed MAP Products.

1. As a reseller, you are responsible for ensuring that your use of keywords and ad content, including trademarks and logos, does not infringe or violate the intellectual property rights of others. The reseller also agrees to indemnify weBoost for any losses suffered by weBoost resulting from the resellers' infringement of a third party's IP rights.
2. The use of weBoost logos or trademarks on any 3rd party platform, affiliate site, marketplace or online auction (i.e. Wal-Mart, Amazon, Best Buy, Sears, eBay, QuiBids, Buy.com, New Egg, Jet, etc.) is strictly prohibited without the prior express written consent of weBoost.
3. Resellers will not be authorized to advertise on Google AdWords or other paid search services (eg. BingAds, Yahoo!, Facebook etc.) using weBoost brands, logos or trademarks (Trademarks), including the name weBoost where the reseller's landing page primarily sells a competing product. weBoost reserves the right to modify this policy in the future.
4. Resellers will abide by all MAP policies within ad copy, ad banners in print, online or mobile, or any other form of advertising that currently exists or may exist in the future.
5. weBoost reserves the right to take action with any Reseller who violates MAP policy.
6. MAP will be enforced by weBoost at its sole discretion. For more information on weBoost MAP Policy visit at <https://weboost.com/us/internet-minimum-advertised-price-policy/>
7. weBoost reserves the right to take action with any Reseller who uses any advertising content that is inappropriate such as promotion of highly unlikely product or service claims, unsubstantiated, false or misleading claims or potentially slanderous or libelous claims.
8. Any uses of misleading language, vulgar language or proxies for generally accepted vulgar language are not tolerated.
9. Resellers must have a privacy policy that is clearly posted either on the landing page from the advertisement or on the Resellers home page.
10. Do not state or imply that you are the owner of a product or service, or have a relationship (i.e., are a certified partner) with the owner, when this is not the case.
11. Do not claim to provide a service that can only be provided by the actual owner of the products or service advertised.
12. All weBoost Trademarks may not be used deceptively, either in ad copy (print, online, mobile or other forms of advertising) or website and may not be altered in any way.
13. Display or destination URLs may not be used to mislead consumers.
14. Do not advertise in a manner that disparages or libels any competitor or competitive products or their employees, management or retailers.
15. Do not submit advertisements that are not of a suitable artistic or technical quality.
16. Do not use advertisements that may violate the rights of any person, firm or corporation.

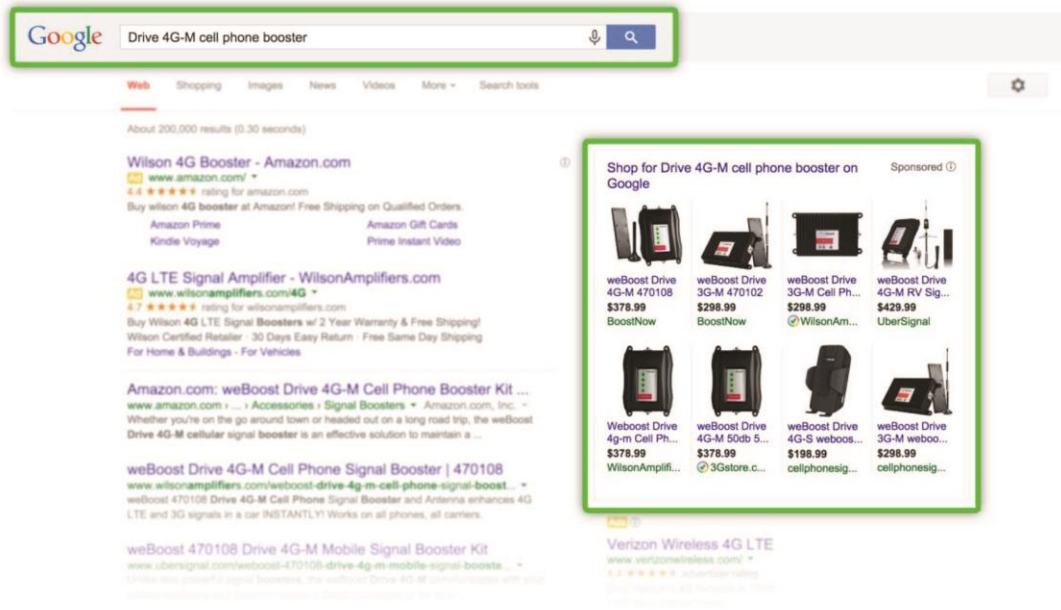
17. Advertising material may not contain any material constituting or relating to a lottery, a contest of any kind in which the public is unfairly treated or any enterprise, service or product that tends to encourage, abet, assist, facilitate or promote illegal or legal gambling.

18. Includes any element of intellectual property without the owner's consent to such use, including but not limited to music, mechanical, performance and synchronization rights or gives rise to any other colorable claim of infringement, misappropriation or other form of unfair competition. weBoost reserves the right to take action against anyone who violates these policies.

19. Resellers are not authorized to create new product listings of any kind on the Amazon Marketplace using weBoost SKUs or listings that have weBoost products in them.

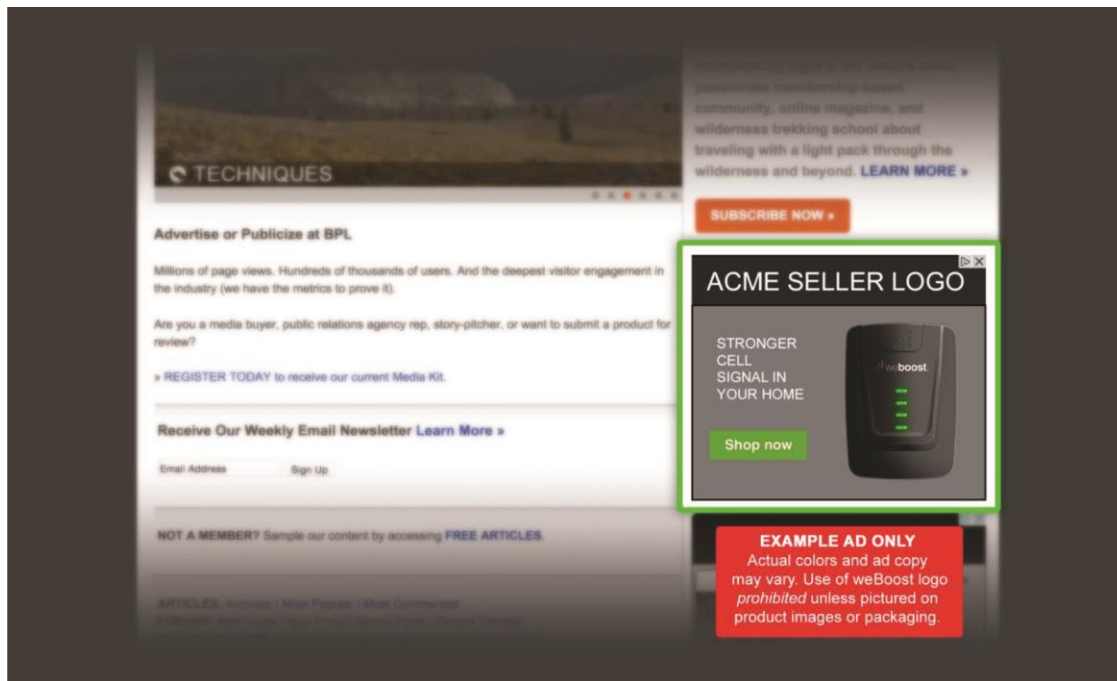
## EXAMPLE OF APPROVED PRODUCT LISTING AD (PLA)

Figure 1.1



## EXAMPLE OF APPROVED RETARGETING AD (RA)

Figure 1.2





## AUTHORIZED RESELLER APPLICATION

Thank you for your interest in becoming a weBoost Authorized Reseller. This application can take up to several days to process and approve. To expedite the approval process of your application to 24 business hours or less, please apply online instead at the following link:

<https://www.weboost.com/become-a-reseller>

Pending authorization, and upon request, we will send you the Authorized Reseller Logo and notify our Distributors of your status on the following Monday. Please complete this application and email a signed PDF (or digitally signed) copy to: reseller@wilsonelectronics.com (\*) Indicates required field. If ANY of these marked fields are left blank, the application we be rejected.

*Company Name:		*Federal Tax ID#:
*Physical Address:		
*City:	*State/Province:	*Zip Code:
<input type="checkbox"/> Check if Billing Address is same as Physical Address		
*Billing Address:		
*City:	*State/Province:	*Zip Code:

*Contact Name:	Title:
*Phone:	*Fax:
*Email Address:	

<input type="checkbox"/> Check if you do not have any other names under which you sell (or) <b>1.*Please list all other company names under which you sell or operate:</b>	Name(s):
	Name(s):
	Name(s):

<b>2. *Please list any additional store locations with addresses on the additional sheet.</b>
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<b>3. *How do you sell or intend to sell weBoost products? Please mark all that apply:</b>	
<input type="checkbox"/> Brick & Mortar Retail Store <input type="checkbox"/> Online <input type="checkbox"/> As an Installation Service <input type="checkbox"/> Business to Business	
If selling via the Internet, please list all e-commerce websites for which you are asking for approval (No Amazon, eBay or third party platforms allowed):	URL(s):
	URL(s):
	URL(s):

<input type="checkbox"/> Check if you have none (or) <b>4. *Please list all Third Party Platforms on which you currently sell or intend to sell products.</b> (See point 6 below):	Name(s):
	Name(s):
	Name(s):

<b>5. *Please list the Distributor(s) that you current purchase from or intend to purchase weBoost products from:</b>	Name(s):
	Name(s):
	Name(s):

<b>6. *Please initial your acknowledgement of the following:</b>		Initials:	
*weBoost does NOT allow resellers to sell weBoost products on Amazon, eBay, or other third party platforms.		Initials:	
*Each product has a serial number that weBoost can use to track purchasing sources. (Internet Sales and Auction Policies are available from your current weBoost Authorized Distributor)		Initials:	

By submitting this application, you certify that you have received, read and understand the weBoost Authorized Reseller Policy and the weBoost Trademark and Minimum Advertised Price Policy and that the information supplied in this application is true and correct. **You also understand that, in the event of violating our MAP policy, you may be subject to immediate revocation of authorization to sell weBoost products.** The parties agree to accept a digital image of this signed document as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. You further agree that your signature below may appear digitally and is the legally binding equivalent of a traditional handwritten signature.

Signature

Date

TO EXPEDITE APPLICATION APPROVAL, APPLY ONLINE