

EFFECTIVE DATE: May 1, 2022

ZAGG
NORTH AMERICAN RESELLER POLICY

By purchasing ZAGG products for resale, you agree to adhere to this Reseller Policy.

To ensure ZAGG Inc (“ZAGG”) resellers are able to sustain healthy margins on ZAGG products and ensure that ZAGG’s end-users are being provided a quality sales experience and customer support, ZAGG has announced this Reseller Policy (the “Reseller Policy”). ZAGG’s end-user customers are best served by having resellers who market ZAGG’s products as premium brand products and who provide an outstanding level of service and support to their end-user customers.

Further, to maintain and protect the viability of the ZAGG reseller network for its products, to protect the value associated with ZAGG’s brands in connection with its products, and ensure high-quality support by resellers to end-users of those products, resellers must comply with the following terms and conditions:

1. **Internet Sales Prohibited**. Resellers shall be prohibited from selling ZAGG products on the Internet unless they apply, are approved by ZAGG, and execute an Authorized Internet Reseller Agreement regulating the manner in which they sell online;
2. **Transshipping**. Resellers shall not transship products. Specifically, resellers shall not sell or transfer any ZAGG products to any person or entity for resale. Resellers agree to restrict, cease, or limit the sale of ZAGG products to anyone at the request of ZAGG;
3. **Geographic Sales Boundary**. Resellers may only sell and advertise for sale ZAGG products within the United States and Canada. ZAGG hereby expressly prohibits resellers from soliciting or consummating sales outside of the United States and Canada;
4. **Intellectual Property**. The use of the intellectual property of ZAGG, including, but not limited to, trademarks, tradenames, product images, marketing banners, and other digital assets, without written consent from ZAGG is prohibited;
5. **Sales Practices**. Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by ZAGG. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of ZAGG products;
6. **Quality Controls**. Resellers shall comply with all quality control standards, including, but not limited to, advertising, serialization, storage, and shipping requirements, as announced from time to time by ZAGG;
7. **Unilateral Policy**. Resellers are informed of ZAGG’s Unilateral Policies as they apply to the advertisement for sale of ZAGG products from resellers to end-users in the United States and Canada. There is no agreement, express or implied, between ZAGG and resellers with respect to the advertised or resale pricing of ZAGG products. If any director, officer, employee, representative, or other agent of ZAGG tries to coerce resellers to agree to the price at which resellers advertise or resell ZAGG products, such action shall be considered void, unauthorized, and without effect and resellers shall promptly notify ZAGG’s Unilateral Policy Committee at brandprotection@zagg.com;
8. **Service**. Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all ZAGG products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy;
9. **Product Packaging**. Resellers shall sell ZAGG products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of separate products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products; and
10. **Additional Terms and Conditions**. Resellers agree to comply with the additional terms and conditions set forth by ZAGG from time to time which may be changed by ZAGG in its sole discretion.

ZAGG reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a reseller's continued use, advertising, offering for sale, or sale of the products will be deemed reseller's acceptance of the amendments.

If ZAGG determines that a reseller is in violation of this Reseller Policy, ZAGG may take any and all appropriate legal actions, including, but not limited to, refusing to accept orders from the reseller or instructing its distributors to refuse to accept orders from the reseller.

Any questions regarding this Reseller Policy must be emailed to: brandprotection@zagg.com.