

EFFECTIVE DATE: May 1, 2022

ZAGG
UNITED STATES UNILATERAL PRICE POLICY

ZAGG Inc (“ZAGG”) recognizes that its high-quality resellers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support its resellers’ efforts, ZAGG wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect from ZAGG resellers.

In order to successfully compete in the marketplace and to maintain its premium brand image, ZAGG has announced this Unilateral Policy. Hereafter, all sales from ZAGG resellers to end-users of products set forth on zagg.com (the “Product(s)”) inside the United States shall be subject to this Unilateral Policy.

ZAGG Products covered and their coordinating minimum advertised prices are set forth on zagg.com. ZAGG reserves the right from time to time to alter, modify, suspend, or cancel this Unilateral Policy, the Products covered, and/or the minimum advertised prices.

This Unilateral Policy does not restrict a reseller’s right to establish independent advertised and/or resale prices of ZAGG Products. ZAGG reserves the right to determine whether a reseller has advertised ZAGG’s Products at a net advertised price less than the minimum advertised price established in this Unilateral Policy. Upon such determination, ZAGG may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the reseller. ***Please note that following the actions of another reseller is not an exception to this Unilateral Policy and will be considered non-acquiescence.***

This Unilateral Policy has been unilaterally adopted by ZAGG. ZAGG neither solicits nor will it accept assurances by any reseller of acquiescence with this Unilateral Policy. Nothing in this Unilateral Policy shall constitute an agreement between ZAGG and any reseller of compliance with this Unilateral Policy. The reseller within its own discretion can choose to acquiesce or not acquiesce with this Unilateral Policy. ZAGG will not discuss conditions of acceptance related to this Unilateral Policy. This Unilateral Policy is non-negotiable and will not be altered, modified, or amended for any reseller.

The following are actions that constitute acquiescence with ZAGG’s Unilateral Policy:

- The offer of free shipping or financing on Product(s) identified on zagg.com
- The offer of a gift card redeemable for value on a future purchase with the purchase of Product(s) identified on zagg.com
- ZAGG, from time to time within its sole discretion, may announce promotional prices and bundles of Product(s) identified on zagg.com

The following are actions that do not constitute acquiescence with ZAGG’s Unilateral Policy:

- Advertising that: i) states things such as “see price in cart,” “click to see price,” “add to cart for best price,” or “call for price”; ii) lists a price that is struck through; iii) does not list a price, or iv) contains any language or graphic representation that implies, or from which the end-user can infer, that the end-user may click through to the cart to see a price lower than that set forth on zagg.com
- The issuance of non-ZAGG announced rebates (in any form, including coupon codes) on Product(s) identified on zagg.com on zagg.com
- Combining a Product from the *Unilateral Price Grid* with any other product for a combined price lower than the combined price of what the two (2) products could be advertised independent of each other as set forth on zagg.com

ZAGG’s sales personnel have no authority to modify or grant exceptions to this Unilateral Policy. All questions regarding interpretation of this Unilateral Policy should be directed to brandprotection@zagg.com.