



## Authorized Reseller Application

email signed form to [sales@loctek.us](mailto:sales@loctek.us)

### Company Name

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### Company address


### List all company URLs


### Category or Product Manager contact

Name	
Job Title	
email	
Primary Phone	

### Purchasing contact

Name	
Job Title	
email	
Primary Phone	

### Accounting contact

Name	
Job Title	
email	
Primary Phone	

### List emails for your company who should receive sales and marketing communications


## Authorized Reseller Agreement

### **POLICY STATUS.**

Effective as of date of agreement execution (the “Effective Date”), these Policies supersede and cancel all other policies of the same or similar nature for LOCTEK Products previously issued by LOCTEK and applicable to Reseller (collectively, the “Prior Policies”). Until the Effective Date, the Prior Policies (except to the extent already superseded and cancelled) remain in full force and effect. Any or all enforcement actions taken by LOCTEK before the Effective Date are not affected by these Policies

### **Appointment**

LOCTEK has appointed and designated Reseller as a Nonexclusive Authorized Reseller. Except as otherwise directed or approved by advance written notice to Reseller from LOCTEK or otherwise expressly permitted by these Sales Policies, Reseller will refrain from: (a), for any or all items of LOCTEK products, submitting orders to and purchasing from anyone other than LOCTEK or Distributors and (b) knowingly or negligently directly or indirectly advertising, promoting, selling, distributing or otherwise providing any or all item(s) of LOCTEK Products in each of the following ways: (i) outside the United States of America (“USA”), (ii) for resale and (iii) to anyone other than End-Users.

### **The Minimum Advertised Price (MAP) Policy.**

(a) Purpose. This Minimum Advertised Price (MAP) Policy (this or the “Minimum Advertised Price (MAP) Policy” or “MAP Policy”) has been unilaterally established by LOCTEK to help ensure the integrity of LOCTEK as a source of manufacturing excellence worldwide and a leading innovator in AV, Ergonomic, Wellness, and Storage Products. This MAP Policy is also designed to ensure each Reseller has the incentive to invest resources in providing services for End-Users and other Resellers.

(b) Application. This MAP Policy applies: (i) only to the price(s) at which any or all of the MAP Products is or are offered and not to actual sales price(s), so each Reseller remains free to sell at any price(s) it chooses and (ii) to all forms of advertising and promotion (regardless of the medium used) done by or on behalf of Reseller containing Price Information, including, but not limited to, conventional advertising (e.g., catalogs, direct mail, flyers, magazines, newspapers, radio and television) and Electronic Content. When applied to websites, this MAP Policy considers both outside-the-cart (or other container) and in-the-cart (or other container) Price Information to be subject to this MAP Policy.

(c) Additional Definitions. For purposes of these Policies:

(i) “MAP Product” means a LOCTEK product for which a minimum advertised price (“Minimum Advertised Price” or “MAP” and referring to either the singular or the plural or both, “MAP(s)”) is specified on the Price List provided or otherwise made available to Reseller by LOCTEK or otherwise communicated by notice from LOCTEK to Reseller;

(ii) “Price Information” means information regarding price, whether, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount or value) and anything which LOCTEK considers to be the substantive equivalent;

(iii) “Electronic Content” means information which (A) can be accessed directly through any hypertext link, by any other method which uses hypertext transfer protocol (http) or anything which LOCTEK considers to be the substantive equivalent or (B), to the extent not covered by the preceding description, is provided by or on (1) one or more mobile apps or mobile sites for devices (such as tablets and smartphones), (2) social media (e.g., Twitter feeds and Facebook), (3) Internet shopping sites, marketplaces and comparison search engines (CSEs) to which a Reseller supplies pricing information (e.g.,

Google Shopping, eBay, Amazon and PriceGrabber), (4) electronic solicitations or other electronic communications (e.g., robocalls, caller-on-hold and other audio recordings, messaging (e.g., SMS (text), MMS (multimedia) and IM (instant)), webcasts, e-mail and online or other electronic chats) and (5) all electronic media advertisements (e.g., paid search advertising, e-mail newsletters, pop-ups and banners);

(iv) the "Policy Period" with respect to Reseller means the time period beginning on the Effective Date and ending on the termination date of this MAP Policy described in a future notice to Reseller from LOCTEK; and (v) "net adjusted price" means the price at which a MAP Product is offered by or for the benefit of Reseller to an End-User (potential or actual) after (A) applying all discounts and similar price reductions, (B) excluding taxes and shipment charges paid by such customer and (C) giving effect to the value of free or reduced-price bundles (except for those approved in advance by LOCTEK).

(d) Minimum Advertised Price. LOCTEK, at any time, may vary the Minimum Advertised Price for a MAP Product or add to or delete any or all of the MAP Products, which may, among other things, be based on whether such product(s) is or are offered or sold under or subject to one or more select LOCTEK program(s) or any other LOCTEK policy or in any other situation announced by LOCTEK from time to time. LOCTEK will endeavor to provide prior notice of each new MAP or such change in the MAP Products, generally not less than 10 days in advance. While LOCTEK will communicate each MAP and such change through the Price List provided or made available to each Reseller electronically or otherwise, Reseller is responsible for making sure that it is aware of the appropriate MAP(s) and the MAP Products in each circumstance.

(e) Violations of this MAP Policy. Although each Reseller remains free to establish its own resale prices, Reseller violates this MAP Policy by: (i) advertising or otherwise offering, whether by advertising, promotion, proposal, quotation or otherwise and regardless of place or medium used (individually and collectively, "offering" and its variants), one or more of the MAP Products during the Policy Period at a net adjusted price less than the corresponding MAP(s) established by LOCTEK from time to time and made available or communicated to Reseller or (ii), directly or through another party on behalf or for the benefit of Reseller, using or engaging in any or all of the following terms, descriptions, conditions, offers or activities (or the substantive equivalent of any or all of them as determined by LOCTEK) in connection (directly or indirectly) with the offering of any or all of the MAP Products (or, if so noted below, any or all LOCTEK products, regardless whether it or they are one or more of the MAP Products):

- the "lowest price," the "lowest prices," "prices too low to show," any form of low-price guarantee or the substantive equivalent (as determined by LOCTEK) of any or all of these terms or concepts;
- except as otherwise expressly permitted by this MAP Policy, offering to match a lower price offered by another seller;
- in connection with the advertising or promotion of any or all of the MAP Products: (A) a strike-through of any MAP(s) regardless whether one or more other prices are shown or (B) the failure to show a price for each of the MAP Products depicted, described or to which a reference is otherwise made;
- if a price for a MAP Product is shown in Internet advertising or promotion permitted by this MAP Policy: (A) the price for such product does not appear on the initial webpage mentioning, depicting or describing such product or (B) such price varies with respect to such product (exclusive of applicable taxes and all shipping, delivery and insurance charges) across any or all of (1) such initial webpage, (2) the in-the-cart (or other container) price and (3) the substantive equivalent of either or both them as determined by LOCTEK;
- an invitation to click on, click through, update Price Information, receive an instant rebate, visit a location (such as a website, store or showroom) or otherwise communicate to obtain Price Information, except indicating the ability of End-Users to make specific inquiries by telephone or e-mail to obtain Price Information is permissible, as long as the conveyance of such Price Information is not automated, so (A), if done by telephone, it is live or (B), if done by e-mail, no bounce-back e-mail is used; and
- one or more tactics which LOCTEK determines is or are intended to circumvent application of this MAP Policy. (f) The

Exemptions. As long as Reseller does not otherwise violate this MAP Policy, Reseller offering to a potential or actual customer one or more of the MAP Products after the Effective Date below its or their respective MAP(s) is exempt from this MAP Policy and will not violate it, if such offering is consistent with an exemption described in this MAP Policy (collectively, the "Exemptions"). The Exemptions are as follows and apply to the offering which is part of a potential or actual sale by Reseller:

- bids or quotations labeled as such and not visible to the public;
- an offer using or applying a rebate, coupon or the equivalent (as determined by LOCTEK) will not be considered part of net adjusted price if such rebate, coupon or the equivalent is provided by LOCTEK or its designee(s): (i) directly to such customer or (ii) to Reseller for provision to and use by such customer (but advertising or promoting such an offer outside of its LOCTEK-designated start and finish dates (or either thereof) is a violation of this MAP Policy);
- individualized (but not automated response) e-mail sent or live telephone communication in direct response to a specific customer inquiry;
- in-store materials at a brick-and-mortar location that simply state the price(s) at which one or more of the MAP Products may be purchased, including, without limitation, point-of-sale signs, price stickers and hangtags (but signage visible outside a brick-and-mortar location (such as an outward-facing window sign) is subject to this MAP Policy);
- bona fide advertising and promotional materials (including without limitation printed catalogs) that cannot reasonably be modified prior to the Effective Date or the effective date of a change in the MAP(s), the MAP Products or this MAP Policy until such time that it is reasonable to revise such materials (as determined by LOCTEK) to be consistent with this MAP Policy;
- the offer under one or more special programs (if any) designated by LOCTEK;
- (i) a card benefit consisting of a discount, credit or rebate associated with the use of a specified credit or debit card or (ii) a coupon or other discount that in either case would, after its, application result in offer price(s) for any or all of the MAP Products below its or their respective MAP(s), as long as (A) such card benefit or coupon or other discount may be applied to all or almost all of the products offered by Reseller or, in the case of a category-wide sale (such as microphones or headphones), all or almost all of the other products in the category and (B) none of the statements or materials promoting such card benefit or coupon or other discount mentions, uses, depicts or otherwise refers to any or all of the MAP Products;
- as long as expressly authorized in advance by LOCTEK in writing, a bundle consisting of at least one MAP Product coupled with one or more other products or services; and
- the offer of one or more items of any or all of the MAP Products that are used, rather than new, such as demonstration or display units or any LOCTEK product that is otherwise not new-in-box.

Consequences of Violations of the Primary Policies.

With respect to the MAP Policy violations will be handled as follows:

(a) Results.

(i) For the First Violation: After receiving notice of such violation from LOCTEK, Reseller will remove or stop or cause to be removed or stopped each offending reference, text or conduct (if LOCTEK determines that it or they can be) within the Allotted Period. (For purposes of each violation of the Primary Policies, the "Allotted Period" means the time period specified in the notice of violation provided by LOCTEK to Reseller, which typically will be one of the following: (A) no later than one business day (usually for a violation involving Electronic Content); (B) no later than three business days (generally for all other cases); or (C) by the conclusion of the period otherwise specified by LOCTEK.)

(ii) For the Second Violation: In the event that (a) the offending reference(s), text or conduct that caused the first violation is or are not removed or stopped (if LOCTEK determines that it or they can be) within the Allotted Period or (b) Reseller otherwise violates the Primary Policies a second time, effective as of the date specified in notice from LOCTEK to Reseller and continuing for the next 45 days, the authorization of Reseller to purchase each stock-keeping unit ("SKU") involved in the second violation (as determined by LOCTEK) will be immediately revoked by LOCTEK, so that all pending orders (even if accepted) from Reseller will be cancelled and no new orders will be accepted from Reseller for each such SKU.

(iii) For the Third Violation: In the event that (a) the offending reference(s), text or conduct that caused the second violation is or are not removed or stopped (if LOCTEK determines that it or they can be) within the Allotted Period or (b) Reseller otherwise violates the Primary Policies a third time, effective as of the date specified in notice from LOCTEK to Reseller and continuing until LOCTEK provides notice to Reseller otherwise, if ever, the authorization of Reseller to purchase any or all of the LOCTEK products designated by LOCTEK will be immediately revoked by LOCTEK, so that all pending orders (even if accepted) from Reseller will be cancelled and no new orders will be accepted from Reseller for any or all of such products.

(iv) Optional Outcomes. At the discretion of LOCTEK, the consequences of any violation of one or more of the Primary Policies may include without limitation either of both of the following: (A) the rescission of LOCTEK's approval for the use by Reseller of any or all authorized names and authorized websites and (B) the loss of some or all accrued, but unpaid, marketing funds from LOCTEK and eligibility for future marketing funds from LOCTEK.

(b) Effect. Each violation of the Primary Policies is cumulative. The consequences of each violation take effect regardless whether the consequences for the previous violation are still running. The same act(s) or failure(s) to act may result in multiple violations. For each Reseller purchasing any or all LOCTEK products from one or more of the Distributors, these Sales Policies will be enforced through a do-not-sell list provided to all of the Distributors.

## **THE INTERNET SALES POLICY**

Approved Name(s) and Site(s). Under this Internet Sales Policy (this or the "Internet Sales Policy"), Reseller will not advertise, promote, sell or provide online any or all item(s) of Loctek products (or, if so designated by Loctek, just one or more particular item(s) of such products), except: (i) under the Loctek-authorized name(s) and using the LOCTEK-authorized website(s) appearing in the then-current version of the Online Sales Application Form (as approved by Loctek in advance) or otherwise as approved in writing by Loctek in advance and (ii) to the extent that such approval has not been rescinded by LOCTEK in whole or part for any reason(s), including without limitation under Section 14(a)(v) of these Sales Policies. These requirements apply to each website used by Reseller, whether its own or that of a third party, including without limitation an online auction site (like eBay.com) and an online marketplace (such as that operated by Amazon or any of its affiliate(s) ("Amazon.com"), eBay.com, Newegg.com and Sears.com, Walmart.com).

b) Amazon.com as an Approved Website.

LOCTEK prohibits the advertising, promotion and sale of any or all item(s) of the Products by or on behalf of Reseller on Amazon.com, Reseller may not: (i) use fulfilled-by-Amazon (FBA) services (e.g., Amazon holds inventory and fulfills orders) for Reseller sales of any or all LOCTEK products (unless Reseller is Amazon.com selling for its own account) and (ii), except as expressly authorized in advance by LOCTEK in writing, create or assist in or otherwise cooperate in the creation of new Amazon Standard Identification Numbers (ASINs) or bundles specific to Reseller. Reseller is prohibited to distribute Products to Resellers on Amazon.com.

C. Fulfillment Services.

Reseller must perform its own warehousing and fulfillment functions. Unless expressly authorized in advance by LOCTEK in writing, Reseller will not provide fulfillment services for any or all LOCTEK products to or on behalf of any other individual(s), entity or entities, regardless whether Reseller takes title to such products.

d) eBay.com or Another Auction Site as an Approved Website. If LOCTEK has approved the advertising, promotion and sale of any or all item(s) of the Products by or on behalf of Reseller on one or more auction websites (such as eBay.com): (i), unless expressly authorized in advance by LOCTEK in writing, only new items of any or all of the Products may be sold on each such site (e.g., no used, new-other, open-box, reconditioned or refurbished items are permitted); (ii) the MAP Policy applies to each starting price and buy-it-now price; and (iii) use of make-offer, best-offer or similar features are allowed, provided that, with respect to each MAP Product for which such feature is used, the offer price must start at least \$1 above such product's then-current MAP.

Executed by the parties

Loctek  
4569 Las Positas Rd, Ste A  
Livermore CA 94551

Name	
Title	
Signature	
Date	

Reseller

Company	
Name	
Title	
Signature	
Date	